



GOVERNMENT OF KARNATAKA

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

**e-TENDER NOTIFICATION FOR DIGITIZATION OF THE VALUED ANSWER SCRIPTS BY
WAY OF SCANNING, CONVERTING INTO PDF AND SENDING THE SAME TO THE
KSEEB SERVER THROUGH LAN FOR S.S.L.C EXAMINATIONS-2022**

Address for Communication

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KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD,
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**e-TENDER NOTIFICATION FOR DIGITIZATION OF THE VALUED ANSWER
SCRIPTS BY WAY OF SCANNING, CONVERTING INTO PDF AND SENDING THE
SAME TO THE KSEEB SERVER THROUGH LAN FOR S.S.L.C EXAMINATIONS -2022**

1.	e-TENDER REFERENCE No. & DATE	B4/Ans.Scrpt Scanning-2022/21/2021-22, Dated:08.02.2022
2.	APPROXIMATE VALUE OF TENDER	₹ 20.00 Lakhs (Rupees Twenty Lakhs only)
3.	EMD AMOUNT	₹ 40,000/- (Rupees Forty Thousands only)
4.	DATE OF COMMENCEMENT	DATE :23.02.2022 11.30 AM
5.	PRE BID MEETING	DATE :28.02.2022 11.30 AM
6.	LAST DATE AND TIME FOR SUBMISSION OF e-TENDER	DATE :09.03.2022 5.00 PM
7.	TIME AND DATE OF OPENING OF TECHNICAL BID	DATE :11.03.2022 11.30 AM
8.	TIME AND DATE OF OPENING OF FINANCIAL BID	DATE :22.03.2022 11.30 AM
9.	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, EXAMS, KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 6TH CROSS, MALLESHWARAM, BENGALURU – 560 003


 ನಿರ್ದೇಶಕರು (ಪರೀಕ್ಷೆಗಳು)
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 ಬೆಂಗಳೂರು - 560 003

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SECTION II: INSTRUCTION TO TENDERERS

A. Introduction

1. Eligible Tenderers:

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be obtained under this Invitation of Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
- 1.3 A pre bid meeting is scheduled at the Director's office on **28-02-2022** to determine the technical efficacy of the bidder, all bidders desirous of participating in the tender are required give a demonstrate or presentation to establish their ability to provide the required services as per tender document.

B. Tender Documents

2. Contents of Tender Documents

- 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:
 - a) Instruction to Tenderers (ITT).
 - b) General Conditions of Contract (GCC).
 - c) Special Conditions of Contract (SCC).
 - d) Schedule of Requirements.
 - e) Technical Specifications.
 - f) Qualification Criteria
 - g) Tender Form and Price Schedules.
 - h) Contract Form.
 - i) Performance Security Form.
- 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 at 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 purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment and the same will be uploaded in the e-Tender portal www.eproc.karnataka.gov.in
- 3.2 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the purchaser, at its discretion, may extend the deadline for the submission of tenders.
- 3.3 Pre-bid meeting shall be held on 28.02.2022 at 12.00 pm at KSEEB, 6th Cross, Malleshwaram, Bengaluru 560003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till 2.00 pm of 28.02.2022.

C. Preparation of Tenders

4. Language of Tender

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

5. Documents comprising the Tender

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

6. Tender Form

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

7. Tender Prices

- 7.1 The tenderer shall indicate on the price schedule the unit prices to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award

- 7.2 Prices on the price schedule shall be entered including of all taxes:

- i. The price of the services, including all duties and sales and other taxes. Already paid or payable on components and raw material used for providing the services.
- ii. Any Indian duties, sales and other taxes which will be payable on the services if this contract is awarded;
- iii. The price for inland transportation, insurance and other local costs incidental to delivery of the services to their final destination; and
- iv. The price of other incidental services listed in Clause 4 of the special conditions of contract.

- 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 Purchaser's satisfaction:
- a) That the Tenderer has the financial, technical, and production capability necessary to perform the contract and meets the criteria outlined in the qualification requirements specified in Section VII.
 - b) That the Tenderer has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:
 - i. The legal status, place of registration and principal place of business of the company or firm or partnership, etc.,
 - ii. Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past three years and details of current contracts in-hand and other commitments (suggested proforma given in Section XI)

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

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

11. Earnest Money Deposit

- 11.1 Pursuant to ITT Clause 5, The Earnest Money Deposit shall be credited to the account of Centre for e-governance.
- 11.2 The Tenderer shall transfer an amount of ₹ 40,000/- as EMD to e-governance. The earnest money deposit is required to protect the purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 11.5.
- 11.3 Any tender not secured in accordance with ITT Clauses 11.1 and 11.2 (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 20.
- 11.4 Unsuccessful Tenderer's tender securities will be returned as promptly as possible as per the schedule of 'center for e-governance, Karnataka Government' on completion of tender process. Pursuant to ITT Clause 12.
- 11.5 The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the contract, pursuant to ITT Clause 27, and furnishing the performance security, pursuant to ITT Clause 28.
- 11.6 The earnest money deposit may be forfeited:
- a) If a Tenderer
 - i. Withdraws its tender during the period of tender validity specified by the Tenderer on the tender Form;
 - b) In case of a successful Tenderer, if the Tenderer fails:
 - i. To sign the contract in accordance with ITT Clause 27; or

ii. To furnish performance security in accordance with ITT Clause 28.

12. Period of Validity of Tender.

- 12.1 Tenders shall remain valid for Six months after the deadline for submission of tenders prescribed by the purchaser, pursuant to ITT Clause 16. A tender valid for a shorter period shall be rejected by the purchaser as non-responsive.
- 12.2 In exceptional circumstances, the purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 11 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

13. Format and Signing of Tender

- 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. Uploading of Tenders bids:

All tenderers

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

15. Deadline for Submission of Tenders

- 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 even in the event of the specified date for the submission of Tenders being a holiday or declared holiday.
- 15.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 3, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Tenders

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

17. Modification and Withdrawal of Tenders

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

E. Tender Opening and Evaluation of Tenders

18. Opening of Tenders by the Purchaser

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

19 Clarification of Tenders:

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

20. Preliminary Examination

20.1 The Purchaser will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

20.2 Where the Tenderer has quoted for more than one schedule, if the earnest money deposit furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of earnest money deposit to be furnished for the schedule included in the tender (offer) in the serial order of the schedule of Requirements of the Tender document.

20.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

20.4 Prior to the detailed evaluation, pursuant to ITT Clause 21, the Purchaser will purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 4), Applicable law (GCC Clause 12), and Taxes & Duties (GCC Clause 14) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

20.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

21. Evaluation and Comparison of Tenders

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

F. Award of Contract

22. Post qualification

22.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 9.2 (b) and is qualified to perform the contract satisfactorily.

22.2 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 11, as well as such other information as the Purchaser deems necessary and appropriate.

22.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

22.4 Technical committee shall assess the Performance of Digitization of the valued answer scripts by way of Scanning, converting into PDF and sending the to the **KSEEB server through Lan** by the Demo conducted in KSEEB premises on the day fixed by the

tender evaluation committee to the qualifying bidders in the technical bid, before opening of financial bid. The successful bidder in this Demo shall only qualify for the financial evaluation. Tenderer shall attend this Demo along with all required equipment, software and man power required for demo purpose

23. Award Criteria

- 23.1 Subject to ITT Clause 25, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

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

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

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

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

26. Notification of Award

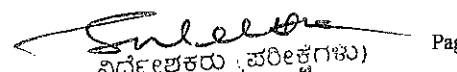
- 26.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or fax, to be confirmed in writing by registered letter, that its tender has been accepted.
- 26.2 The notification of award will constitute the formation of the Contract.
- 26.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 28, the Purchaser will promptly notify the name of the winning Tenderer in the e-tendering portal at www.eproc.karnataka.gov.in and will discharge the earnest money deposit to the unsuccessful tenderers through the '**Centre for e-governance, Government of Karnataka**', pursuant to ITT Clause 11.
- 26.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

27. Signing of Contract

- 27.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 27.2 Within 07 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

28. Performance Security

- 28.1 Within 7 days of the receipt of notification of award from the purchaser the successful Tenderer shall furnish the performance security in accordance with the conditions of Contract, in the performance security Form provided in the tender documents or in another form acceptable to the Purchaser.
- 28.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.


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SECTION III: GENERAL CONDITIONS OF CONTRACT
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SECTION III: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

Note: Where ever has been mentioned as "Services" shall be considered as "DIGITIZATION OF THE VALUED ANSWER SCRIPTS BY WAY OF SCANNING , CONVERTING INTO PDF AND SENDING THE SAME TO THE KSEEB SERVER THROUGH LAN FOR S.S.L.C EXAMINATIONS-2022

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

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

4. Performance Security

4.1 Within 7 days of the receipt of notification of award from the purchaser the successful Tenderer shall furnish the performance security in accordance with the conditions of Contract, in the performance security Form provided in the tender documents or in another form acceptable to the Purchaser valid up to 60 days after the date of completion of performance obligations.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 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 Purchaser; or
 - b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
 - c) Specified small savings instruments duly pledged to the Purchaser.
- 4.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
- 4.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

5. Inspections and Tests

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

6. Payment

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

7. Prices

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

8. Contract Amendments

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

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

9.1 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 Purchaser in the Schedule of Requirements.

9.2 If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely delivery of the services and performance of Services, the Service Provider shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the 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.

9.3 A delay by the Service Provider in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 10, unless an extension of time is agreed upon pursuant to GCC Clause 9.2 without the application of liquidated damages.

9.4 The tenderer should take at most care while Scanning of Answer Scripts, in case of lost, mismatching of scanned copies, any damages caused to original scripts & missing of sheets from original Answer Scripts will attract a penal fee of Rs.5,000/- per damaged Document & The tender firm will be blacklisted for two years on the grounds of negligence of duties.

10. Liquidated Damages

10.1 If the Service Provider fails to do the services or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 5% of the delivered price of the delayed Services or unperformed Services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 12.


11. Termination for Default

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

a) If the Service Provider fails to do the any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 9; or

b) If the Supplier fails to perform any other obligation(s) under the Contract.

c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.


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- 11.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 12.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

12. Applicable Law

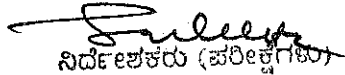
- 12.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

13. Notices

- 13.1 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.
- 13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

14. Taxes and Duties

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


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SECTION IV: SPECIAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions (GCC Clause 1)

- a) The Purchaser is Director, KSEEB 6th cross, Malleswaram, Bangalore-03
- b) The Supplier is:

2. Inspection and Tests

As per GCC Clause 5

3. Payment

As per GCC Clause 6

4. Incidental Service

As per GCC Clause 10

5. Notices

As per GCC Clause 13

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

Purchaser: **The Director, Exams,**
Karnataka Secondary Education Examination Board,
6th cross, Malleswaram, Bengaluru-560003

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

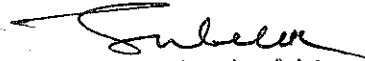
SECTION V: SCHEDULE OF REQUIREMENTS

“Digitization of valued answer scripts by way of scanning, converting into pdf, sending the approximate 33.18 lakhs pages to the kseeb server through LAN for S.S.L.C Examinations – 2022”

Sl. No	Type of work	Technical Specification	Approximate Period of work	Duration of Tender work
01	Digitization of valued answer scripts by way of scanning, converting into pdf, sending the same to the KSEEB server through LAN	As per Section VI	May-2022	From May 1 st week to till the completion of the work
July-2022			From July 1 st week to till the completion of the work	

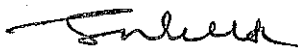
Note:1) The Director, KSEEB, reserves the right to increase / decrease 25% of the above requirements.

2) In case of Postponement of examination due to any circumstances, the time and duration of tender work will also postponed accordingly.

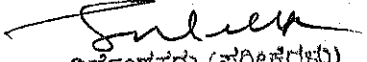

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SECTION VI : TECHNICAL SPECIFICATIONS

1. The bidder should be capable of establishing a LAN network with 100 Mbps bandwidth and a minimum of 15 or more Computers and 15 ADF scanners and scanning accessories of TWAIN compliance. These Equipment should be Established in KSEEB Premises only.
2. The scanning machines should be 'Automatic Document Feed (ADF)' type with least manual intervention capable of reproducing quality colour image of the document.
3. The scanning agency shall be responsible to scan and store all the pages of each Answer Booklets in to single PDF file.
4. Each scanner machine should have capacity of scanning at least 67500 pages per day
5. Provision to cut and Staple the answer booklets in same order as off original booklet before and after scanning.
6. Seating arrangement including table chairs are provided by kseeb. Furniture, man power and required technical equipment's required for the execution of the tender work need to be arranged by the tenderer.
7. Agency shall deploy required Human Resources to KSEEB having adequate qualification and skill to execute the tender work.
8. 7/10 KVA online UPS with 3 hour backup to connect 15 or more Computers & Scanners with network equipment's (switch & router) Necessary power extension boxes required to be installed and commissioned at the KSEEB.
9. All persons employed for the purpose should trained employ & skilled, Viz. Scanner operators, Verifiers & Quality controllers, Programmers & content publishers. All employees of the bidder should ID cards issued by the vender compulsory during this entire activity.
10. The scanners and computer systems should be not more than Three years old and free from all defects and shall be of the highest grade in all respect and the agency shall be responsible to install and update Anti-virus software during the contract period.
11. Rate must be quoted per Page for scanning of single Answer Booklet containing minimum 24 pages to maximum 36 pages including additional pages in PDF format, inclusive of all GST taxes and other charges, if any.
12. The tenderer shall be held responsible for any causality or other risk to men and materials during the operation and should ensure both men and machineries as per law.
13. The tenderer should be ready to replace the scanners and computer systems immediately in the event of repair or problems and carry out work well in time.
14. **During the course of the work, the tenderer has to protect the originality of the answer books / documents to be scanned. For any damage to the original document will be penalized at ₹ 5,000/-- per damaged document.**


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


 ನಿರ್ದೇಶಕರು (ಪರೀಕ್ಷೆಗಳು)
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SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 9 of ITT)

1. The Tenderer shall be either proprietorship or partnership firm or a company registered under the companies Act 1956 or a registered society.

(UPLOAD SELF ATTESTED COPY)

2. The turnover of the tenderer shall not be less than ₹ 50 Lakhs each in the Assessment years 2018-19, 2019-20 & 2020-21.

(UPLOAD SELF ATTESTED COPY)

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

(UPLOAD SELF ATTESTED COPY)

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

(UPLOAD SELF ATTESTED COPY)

- a) If a firm is sole proprietorship – PAN card copy of the proprietorship
- b) If a firm is Partnership. PAN card copy of the firm only (partners Pan Card copy will not be considered.
- c) If a firm is Private Ltd. or Public Ltd. Company, PAN card copy of the Company.

5. Audited Balance Sheet and Profit and Loss Account for the F.Y 2018-19, 2019-20 & 2020-21 respectively (preferably annual report of the company)

(UPLOAD AUDITOR ATTESTED COPY)


6. Details of Income Tax returns filed for the F.Y 2018-19, 2019-20 & 2020-21 i.e (Assessment year 2019-20 2020-21 and 2021-22)

(UPLOAD SELF ATTESTED COPY)

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

8. Previous Experience in the format mentioned under Section XII, attach work order copy.

(UPLOAD SELF ATTESTED COPY)


 ನಿರ್ದೇಶಕರು (ಪರೀಕ್ಷೆಗಳು)
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SECTION VIII: TENDER FORM

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

e-TENDER NOTIFICATION FOR DIGITIZATION OF THE VALUED ANSWER SCRIPTS BY WAY OF
SCANNING, CONVERTING IN TO PDF AND SENDING THE SAME TO THE KSEEB SERVER
THROUGH LAN FOR S.S.L.C EXAMINATIONS-2022

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

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

Sir,

Having examined the Tender Documents including Ref No: B4/Ans. Script Scanning-2022/21/2021-22
Dated:08.02.2022 we, the undersigned, offer to digitization of Valued Answer Scripts by way of
scanning, converting into PDF and sending the same to the kseeb server through LAN for S.S.L.C
Examinations-2022 in conformity with the said tender documents for the sum of
..... (Total tender amount in words and
figures) or such other sums as may be ascertained in accordance with the Schedule of Prices
attached herewith and made part of this tender.

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

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

We agree to abide by this tender for the Tender validity period specified in Clause 12 of the
ITT and it shall remain binding upon us and may be accepted at any time before the expiration of
that period.

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

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

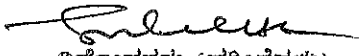
We understand that you are not bound to accept the lowest or any tender you may receive.

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

Dated this day of 2022.

(signature)

Company Seal.


ನಿರ್ದೇಶಕರು (ಪರೀಕ್ಷೆಗಳು)
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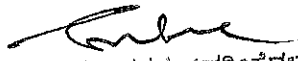
SECTION VIII-ATECHNICAL BID

S.N	Details required	Uploaded
1	Name and address of the firm (Addresses of the head office and local branch office should be given separately)	
2	Year of establishment (Registration copy should be uploaded enclosed as specified under Section VII)	
3	Annual turnover for the years 2018-19, 2019-20 and 2020-21	
4	Copy of the PAN card (As specified under Section VII)	
5	Audited balance sheet and Profit and Loss account for the years 2018-19, 2019-20 and 2020-21	
6	EMD of Rs.40,000/-	
7	Income Tax returns filed for the years Financial years 2018-19 219-20 & 2020-21(Assessment year 2019-20 2020-21& 2021-22)	
8	GST Registration copy	
9	Previous experience in the format mentioned under Section XII. Attach the copy of Work order.	

Note: The Enclosures related to SI No. 1 to 09 must be self attested and uploaded

Seal and signature of the Tenderer

(SCAN AND UPLOAD)

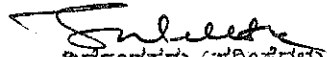

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PRICE SCHEDULE**For reference only (Not to be uploaded)**

Sl. No.	Service	Unit	Price in ₹ (inclusive of all GST)
1.	Digitization of Valued Answer Scripts by way of scanning, converting into PDF and sending single answer booklet containing minimum 24 pages to maximum 36 pages in PDF format as single file using their own infrastructure proposed in the Bid document	Price shall be quoted Per Page (for Digitization of Valued Answer Scripts by way of scanning, converting into PDF, sending the same to the kseeb server through LAN in a single answer booklet format containing minimum 24 pages to maximum 36 & including additional pages of all type in PDF format(single file), inclusive of all GST .and other charges, if any	Bidder shall quote the price in the e-procurement portal only as per the Government Circular ಆಇ 165 ವಚ್ಚ-12/2017 Dated 21.03.2017

: IMPORTANT NOTE:

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


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SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Not Applicable

SECTION X: CONTRACT FORM

THIS AGREEMENT made theday of....., 20... between (*Name of purchaser*) of..... (*Country of Purchaser*) (Hereinafter called "the Purchaser") of the one part and..... (*Name of Supplier*) of..... (*City and Country of Supplier*) (Hereinafter called "The Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

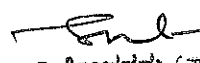
Sl. No.	Details of work	Price Schedule	Rate in ₹ (inclusive of all GST)
1.	Digitization of valued answer Scripts by way of scanning, converting into PDF containing minimum 24 pages to maximum 36 pages in PDF format as single file using their own infrastructure proposed in the Bid document	Price shall be quoted Per Page for scanning, converting into PDF, of single answer booklet containing minimum 24 pages to maximum 36 pages & Including addition pages of all type in PDF format (single file), and sending to the kseeb server through LAN (inclusive of all GST and other charges, if any)	

TOTAL VALUE:

DELIVERY SCHEDULE:

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

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


ನಿರ್ದೇಶಕರು (ಪರೀಕ್ಷೆಗಳು)
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in the presence of:.....

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

in the presence of:.....

SECTION XI. PERFORMANCE SECURITY FORM

To:

(Name of Purchaser) (Name of Supplier) **WHERE AS** hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated, 20.... to Supply..... (Description of Services) hereinafter called "the Contract".

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

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

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

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

Signature and Seal of Guarantors

.....

.....

.....

Date.....20....

Address:.....

.....

.....

SECTION XIII: MANUFACTURERS' AUTHORIZATION FORM*

“Not Applicable”

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

“Not Applicable”