



**GOVERNMENT OF KARNATAKA**

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

**NOTICE INVITING e-TENDER HIRING VEHICLES TO OTHER  
EXAMS EXAMINATION WORK (FOR ONE YEAR)**

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

**Address for communication:**

**DIRECTOR, OTHER EXAMS  
KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD,  
OTHER EXAMS, 6<sup>TH</sup> CROSS, MALLESHWARAM, BENGALURU – 560 003.  
Phone No's: 080-023360108/23360109**

**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.

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### e- TENDER SCHEDULE

#### **NOTICE INVITING e-TENDER HIRING VEHICLES TO OTHER EXAMS EXAMINATION WORK (FOR ONE YEAR)**

1	TENDER REFERENCE NO & DATE	No: Y2.OE/ Hiring Of Vehicles/25/ 2019-20 DATE- 21.08.2019
2	APPROXIMATE VALUE OF TENDER	Rs.12.00 Lakhs
3	EMD AMOUNT	Rs.24,000/-
4	TENDER COMMENCEMENT DATE	30.08.2019
5	PRE-BID MEETING	10.09.2019 11.30 AM
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	30.09.2019 05.00 PM
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	03.10.2019 03.00 PM
8	TIME AND DATE OF OPENING OF COMMERCIAL BIDS	09.10.2019 11.00 AM
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, OTHER EXAMS, KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 6 <sup>TH</sup> CROSS, MALLESHWARAM, BENGALURU –560 003.

**DIRECTOR (OTHER EXAMS) KSEEB.**

## **NOTICE INVITING e-TENDER HIRING VEHICLES TO OTHER EXAMINATION WORK FOR (1 YEAR)**

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

IFT No: Y2.OE/ Hiring Of Vehicles/25/ 2019-20

DATE- 21.08.2019.

1. The Director, other exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> Cross, Malleshwaram, Bengaluru-560003, Invites e-tenders from eligible bidders for **“HIRING VEHICLES TO OTHER EXAMINATION WORK FOR 1 YEAR”**
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 TransferThe supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the ICICI Bank
5. Technical bids will be opened on 03.10.2019 at 3.00 PM. 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 document.

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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 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 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 purchaser 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 purchaser, at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on e-procurement portal.
- 3.3 Pre-bid meeting shall be held on 10.09.2019 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.

## **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 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 km for all the categories for hiring of indica or equivalent vehicles, tempo traveler, tata sumo, or equivalent vehicles as per the required commercial bid format in annexure – viiib, price schedule, that shall include cost for inside bengaluru local usage and outside Bengaluru, as specified. (extra hour & extra K.M)

7.2 Prices on the price schedule shall be entered including all taxes (Goods & service tax)

- 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 Purchaser'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. 24,000/-** 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 Purchaser as non-responsive, pursuant to ITT Clause 19.
- 11.4 Unsuccessful Tenderer's tender securities will be returned as promptly as possible as 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 one year after the deadline for submission of tenders prescribed by the purchaser, pursuant to ITT clause 15. 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.

12.3 The purchaser retains the authority of extend the duration of tender for one more year for the same rates as agreed in this tender, provided the services rendered by the tenderer is satisfactory to the purchaser. The process thereto shall be made in writing. The Performance deposit provided under ITT clause 27 shall also be suitably extended.

### **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 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-portal will not be accessible after the deadline and hence no late submission is possible and allowed.

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

17.1 The 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 Purchaser**

- 18.1 The Purchaser will open technical bids of all tenders submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend, at 3.00 PM on 03.10.2019 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 Purchaser, 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 Purchaser, at its discretion, may consider appropriate, will be announced at the opening.
- 18.4 The purchaser will prepare minutes of the technical bid evaluation and publish the same in e-portal.

### **19. Preliminary Examination**

- 19.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whether the tenders are generally in order.
- 19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Service Provider does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.

- 19.3** The 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.
- 19.4** Prior to the detailed evaluation, pursuant to ITT Clause 20, the Purchaser 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 Purchaser'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 Purchaser 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 purchaser to fulfill the eligibility criteria, the purchaser may call for additional documents from some tenderers or all the tenderers.

**20. Evaluation and Comparison of Tenders**

- 20.1** The Purchaser 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 rates shall be quoted for each item specified under Section VIII B. Bid is divided into two categories. (Travel inside and outside Bengaluru)**

- A. Bidder quoting lowest rate per Km for cars and equivalent vehicles, Tata sumo and equivalent vehicles, tempo traveler and equivalent vehicles for travel **outside Bengaluru**, whose total rate of all the above three items put together is the lowest, will be considered as the lowest bidder and Bata rates quoted by them will be accepted.  
However this bidder shall have to accept the other lowest rates quoted by any other bidder for cars and equivalent vehicles, Tata sumo and equivalent vehicles for travel inside Bengaluru.  
Tender for travel inside and outside Bengaluru will be given to one tenderer only.
- B. Bidder must quote rates for all the items of price schedule.

## **F. AWARD OF CONTRACT**

### **21. Post qualification;**

**21.1** 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 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 Purchaser 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 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. Award Criteria;**

**22.1** Subject to ITT Clause 24, 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.

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

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

### **24. Purchaser's right to accept any tender and to reject any or all tenders**

**24.1** 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.

### **25. Notification of Award**

**25.1** Prior to the expiration of the period of tender validity, the Purchaser 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.

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

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

**25.4** If, after notification of award, a Tenderer wish to ascertain the grounds on which it's tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

**26. Signing of Contract**

**26.1** 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.

**26.2** Within 07 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract Form on Rs.200/- non-judicial stamp paper purchased by the vendor being First party as the Director (Other Exams), K.S.E.E.Board and return it to the Purchaser.

**27. Performance Security**

27.1 Within 7 days of the receipt of notification of award of contract from the purchaser, the successful Tenderer shall furnish the performance guarantee in accordance with the Conditions of contract (GCC Clause 4,.1), in the performance Guarantee Form provided in the tender documents or in another form acceptable to the purchaser

27.2 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 KSEEB may make the award to the next lowest 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 Purchaser and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- (c) "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 Service Provider covered under the Contract; "GCC" means the General Conditions of Contract contained in this section.
- (d) "SCC" means the Special Conditions of Contract.
- (e) "The Purchaser" means the organization taking the Services, as named in SCC.
- (f) "The Service Provider" means the individual or firm delivery of Services under this Contract.
- (g) "The Government" means the Government of Karnataka State.
- (h) "The State" means the Karnataka State
- (i) "The Project Site", where applicable, means the place or places named in SCC.
- (j) "Day" means calendar day.

**Note:** Where ever has been mentioned as "services" shall be considered as "Hiring of vehicles to KSEEB Other Examination work for 1 year."

### 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 service delivered 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.

### 4. **Performance Security**

4.1 Within 7 days of receipt of the notification of contract award, the Service Provider shall furnish Performance Security to the Purchaser 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 Purchaser as compensation for any loss resulting from the Service Provider'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) Banker's cheque, or Demand Draft or Pay Order drawn in favor 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 Service Provider not later than 60 days following the date of completion of the Service Provider's performance obligations, including any Warranty obligations, under the Contract.
- 4.5 In the event of any contract amendment, the Service Provider shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

## 5. Inspections and Tests

5.1 Deleted

## 6. Packing

Deleted

## 7. Delivery of service and Documents

Deleted

## 8. Insurance

Deleted

## 9. Transportation

Deleted

## 10. Incidental Services

Deleted

## **11. Warranty**

**Deleted**

## **12. Payment**

**12.1** The Service Provider's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the contract.

**12.2** No advance payment will be made by the Department for delivering the tendered service.

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

## **13. Prices**

**13.1** Prices payable to the Service Provider 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 Service Provider's Performance**

**15.1** Performance of the Services shall be made by the Service Provider in accordance with the requirement of the purchaser and depute vehicles well in time as mentioned in the work order.

**15.2** If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Services, the Service Provider shall make alternate arrangement to replace the vehicle or make alternate arrangement for resolving the issue. However the same need to be promptly notified to the Purchaser.

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

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

## **16. Liquidated Damages**

**16.1** If the tenderer fails to render the Services satisfactorily for the examination work as 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 that is fixed by the Purchaser depending on the default and the damage done to the examination work. The Purchaser may consider termination of the Contract pursuant to GCC Clause 17 when the damage was found very severe.

## **17. Termination for Default**

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

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

**17.2** In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Services. However, the Service Provider 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** Service Provider shall be entirely responsible for all taxes (Goods & Services), duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted services to the Purchaser.

## **21 Contacting KSEEB OTHER EXAMS :**

**21.1** Any effort by a bidder to influence KSEEB Other Exams 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 purchaser and the Service Provider 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 parities; 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 parities. 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 Purchaser is the Director, Other Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> Cross, Malleshwaram, Bengaluru. – 560 003.
- (b) The Service Provider 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”**

5. **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 Purchaser and Service Provider.

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

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

7. Tender price offered in the price schedule will be valid for one year from the date of Contract. **Prices will not vary even if there is an increase in the cost of petrol/diesel**

## SECTION V - SCHEDULE OF REQUIREMENTS

### “HIRING VEHICLES TO OTHER EXAMINATION WORK FOR 1 YEAR”

1. As per section II clause 23, the Director Other Exams, KSEEB reserves the right to increase or decrease the requirement of vehicles.
2. Time schedule for tender work is as follows.

Sl. No	Exam	Probable month of hiring	Approximate no of vehicles to be hired			Details of travel inside/outside Bengaluru
			Cars	Sumo	TT	
1	Drawing	November	-	-	08	Outside
2	D.Ed/ D El.Ed	December	-	-	06	Outside
3	D.Ed/ D El.Ed	December	01	-	-	Inside
4	Computer Education	December	01	-	-	Inside
5	Arabic	January	-	05	-	Outside
6	Commerce	January	04	-	-	Inside
7	Arabic	February	01	-	-	Inside
8	KOS	March	01	04	-	Outside
9	KOS	March/April	01	-	-	Inside
10	Music	April	01	05	-	Outside
11	Music	May	06	-	-	Inside
12	Theater Art	May	01	-	-	Outside
13	Theater Art	May	01	-	-	Inside
14	D.Ed/ D El.Ed	May	-	04	03	Outside
15	D.Ed/ D El.Ed	June	01	-	-	Inside
16	KOS	June	01	-	-	Inside
17	Commerce	July	04	-	-	Inside
18	Commerce	July	01	05	-	Outside
19	Computer Education	July	01	-	-	Inside

## SECTION VI - TECHNICAL SPECIFICATIONS

1. The entire work is confidential in nature and the material to be transported is related to examination work. Hence absolute confidentiality should be maintained.
2. The drivers deputed should possess legal driving license, current year's vehicle Insurance, omission test certificate and follow all the transport and RTO rules.
3. Vehicles provided should be in good condition in all sense. Any problem arises, alternate vehicles shall have to be provided immediately.
4. Sufficient number of vehicles will have to be provided as per the tentative schedule of requirement.
5. Vehicles will have to arrive at the Purchaser's premises well in advance as per the timings mentioned in the work order.
6. In case of emergency, tenderer should provide vehicles on oral instruction/telephone message from the board.
7. Minimum distance for travel outside Bengaluru is 250 K.ms.
8. The drivers will have to travel in the shortest distance to reach the destination. Any deviations found in this, appropriate amount shall be deducted from the payment.
9. Duly signed trip sheets with all information filled is only accepted along with the invoice. Any incomplete trip sheets shall not be entertained by the Purchaser and payment related to such trip sheets will not be made. Details of day and night bata should be correctly indicated.
10. Invoice should be produced along with consolidated trip details for verification which shall be verified for payment.
11. Outside Bengaluru, any tolls, parking charges and other fees to be paid shall be paid by the service provider.
12. Payment shall be paid within 45 days from the date of submission of invoice.
13. No advance payment shall be paid for any work.
14. Opening Kilometer shall start from the place where the trip starts and ends where the last person is dropped. At any point, no extra kilometer shall be entertained.
15. TDS will be deducted as per the present income tax rules and Form 16A will be given.
16. Bidder quoting lowest rate per Km for cars and equivalent vehicles, Tata sumo and equivalent vehicles, tempo traveler and equivalent vehicles for travel **outside Bengaluru**, whose total rate of all the above three items put together is the lowest, will be considered as the lowest bidder.  
However this bidder shall have to accept the other lowest rates quoted by any other bidder for cars and equivalent vehicles, Tata sumo and equivalent vehicles for travel inside Bengaluru.  
Tender for travel inside and outside Bengaluru will be given to one tenderer only.

## **SECTION VII : QUALIFICATION CRITERIA**

(Referred to in Clause 9.2 (b) 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
2. The turnover of the tenderer shall not be less than Rs.10 Lakhs each in the years , 2016-17, 2017-18 & 2018-19.
3. The tenderer should have minimum of 3 years of experience in the field. Enclose the experience certificate.
4. copy of the PAN card of the firm has to be uploaded as detailed below
  - a) If a firm is sole proprietorship PAN card copy of the proprietorship
  - b) If a firm is partnership PAN card copy of the firm only (partners PAN card Copy will not be considered)
  - c) If a firm is private Ltd or Public Ltd... Company, PAN card copy of the Company.
5. Audited balance sheet and Profit and Loss account for the years 2016-17, 2017-18 & 2018-19 has to be uploaded (preferably annual report of the company)
6. EMD of Rs.24,000/- in should be credited to CeG account as per IFT Clause (4).
7. Details of Income Tax returns filed for the years 2016-17, 2017-18 & 2018-19 i e Assessment year 2017-18, 2018-19 & 2019-20.
8. Documents to prove the ownership of at least 10 relevant vehicles required in this tender.
9. Previous experience in the format mentioned under Section XII
10. Service Tax Registration certificate to be uploaded.(GST registration details)

**DIRECTOR (OTHER EXAMS)  
KSEEB**

**SECTION VIII: TENDER FORM**

**Office of the Director, Other Exams, Karnataka Secondary Education Examination Board,  
6<sup>th</sup> Cross, Malleshwaram, Bengaluru – 560 003.  
e-tender for “Hiring of Vehicles to KSEEB Other Examination work for 1 Year.**

From,

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

Sir,

Having examined the Tender Documents including Addenda No: [Y2.OE/ Hiring Of Vehicles/25/2019-20](#) DATE- [21.08.2019](#) the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for [supply of vehicles to KSEEB Other Examination work for 1 year](#) in accordance with the Schedule of Prices attached herewith and made part of this tender.

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

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

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.....

**(SCAN AND UPLOAD)**

*(Signature)*

**SECTION VIII-A**

**TECHNICAL BID**

<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 2016-17, 2017-18 & 2018-19	
4	Copy of the PAN card (As specified under Section VII)	
5	Audited balance sheet and Profit and Loss account for the years 2016-17, 2017-18 & 2018-19	
6	EMD of Rs.24,000/-	
7	Income Tax returns filed for the years 2016-17, 2017-18 & 2018-19	
8	Service Tax Registration certificate. Goods & Services.	
9	Previous experience in the format mentioned under Section XII	
10	Documents to prove the ownership of at least 10 relevant vehicles required in this tender.	

Note: The Enclosures related to Sl. No. 1 to 10 must be self attested and uploaded

**Seal and signature of the Tenderer**

**(SCAN AND UPLOAD)**

**SECTION VIII-B**  
**PRICE SCHEDULE**  
**CATEGORY -A**

**Indica Car or Equivalent Vehicles**  
**INSIDE BENGALURU (No driver Bata)**

Sl. No	Details	Rate per Km (Including all applicable taxes) for Indica or equivalent vehicles Rs. in Figures
1	2 hours (20.km) minimum rate	
2	4 hours (40.km) minimum rate	
3	6 hours (60.km) minimum rate	
4	8 hours (80.km) minimum rate	
5.	Minimum rate for extra hour	
6.	Minimum rate for extra Km	

**Tata Sumo or Equivalent Vehicles**  
**INSIDE BENGALURU (No driver Bata)**

Sl. No	Details	Rate per Km (Including all applicable taxes) for Tata sumo or equivalent vehicles Rs. in Figures
1	2 hours (20.km) minimum rate	
2	4 hours (40.km) minimum rate	
3	6 hours (60.km) minimum rate	
4	8 hours (80.km) minimum rate	
5.	Minimum rate for extra hour	
6.	Minimum rate for extra Km	

**OUTSIDE BENGALURU**

Sl. No	Details	Rs. in Figures	Rate for driver Bata	
			Day(Rs. in Figures )	Night(Rs. in Figures )
1.	Rate per Km for Indica Or equivalent vehicle			
2	Rate per Km for 9+1 seat Tata sumo or equivalent Vehicle			
3	Rate per Km for 12+1 seat Tempo traveler or equivalent Vehicle			
TOTAL				

DATE :  
PLACE:

SIGNATURE OF THE TENDERER  
NAME ADDRESS AND SEAL



**SECTION IX:**

**EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**

Not Applicable

**SECTION X:**  
**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 20... Between.....  
(Name of purchaser) 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 Service Provider") of the other part:

**WHEREAS** the Purchaser is desirous that certain ancillary services  
viz.,..... (Brief Description of Services) and has accepted a tender by the  
Service Provider for the supply of those services in the sum of..... (Contract  
Price in Words and Figures) (Hereinafter called "the Contract Price")

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the 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:

<b>SL. NO.</b>	<b>BRIEF DESCRIPTION OF SERVICES</b>	<b>PRICE</b>

**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 Purchaser)

.....

**WHEREAS** ..... (Name of Service Provider)

Hereinafter called "the Service Provider" 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 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) 1	Order No and Date 2	Description of service ordered 3	Value of Order 4	Date of Completion of service As per contract/Actual 5	Remarks indicating reasons for late delivery, if any 6	Has the service been satisfactorily Functioning. (Attach a Certificate from the Purchaser if any) 7
<b>2016-17</b>						
<b>2017-18</b>						
<b>2018-19</b>						

**Signature and Seal of the Tenderer**

**(SCAN AND UPLOAD)**

**SECTION XIII**

**Financial Capability Certification**

Date:

We have verified the relevant statutory and other records of M/s..... (Name of the bidder) and certify the following

<b>Criteria</b>	<b>For the Year 1 (Financial Year 2016 to 2017)</b>	<b>For the Year 2 (Financial Year 2017 to 2018 )</b>	<b>For the Year 3 (Financial Year 2018 to 2019 )</b>
Net worth			
Annual Turnover			

**Signature and Seal**  
**Registration number of statutory Auditor**