



**KARNATAKA BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE BOARD**

**Inviting e-Tenders for**

**Empanelment of 2 Training Service providers for RPL Training of Registered Construction Workers of the Karnataka Building and Other Construction Workers Welfare Board in Hassan Region.**

**Issued by  
The Secretary  
Karnataka Building and Other Construction Workers  
Welfare Board, Bengaluru.**

**Kalyana Suraksha Bhavan, Banneragatta Road, ITI Compound, Dairy Circle, Bengaluru-560029**

**KARNATAKA BUILDING AND OTHER CONSTRUCTION WORKERS' WELFARE BOARD**

Kalyana Suraksha Bhavan, Bannerghatta Road, ITI Compound, Dairy Circle, Bengaluru - 560029  
Phone:080-29753354/56, E-mail: kbocwwb@karnataka.gov.in

No.KBOCWVB/RPL\_HSN/CR-01/2022-23

Date:16-11-2022

**KBOCWVB** Board invites proposals from reputed and experienced companies to participate in online competitive bidding process of e-Tender for appointment of **Empanelment of 2 Training Service providers for RPL Training of Registered Construction Workers of the Karnataka Building and Other Construction Workers Welfare Board in Hassan Region in Various Districts.**

Sl.No	Information	Details
1.	e-tender publishing	16-11-2022
2.	Pre-Bid Meeting	24-11-2022 at 11-30 Hrs
3.	Pre bid queries submission	25-11-2022 17-00 Hrs
4.	Last Date of Submission of Tender	02-12-2022 up to 17-30 Hrs
5.	Technical Bid opening date	03-12-2022 up to 17-35 Hrs

For complete and detailed Tender documents and information, please log on to <https://eproc.karnataka.gov.in/>.

Interested companies are requested to register themselves by visiting the above mentioned website in order to participate in the e-Tender process.

**KBOCWVB** reserves the right to accept or reject any or all offers in full /part without assigning any reasons whatsoever.

Joint Secretary,  
Karnataka Building and Other Construction,  
Workers Welfare Board

Contents	
<u>1.Invitation for Proposal</u>	<u>6</u>
<u>1.1 Disclaimer</u>	<u>7</u>
<u>1.2 Glossary of Terms</u>	<u>9</u>
<u>1.3 Events and Dates</u>	<u>11</u>
<u>1.4 Other Important Information Related to Bid</u>	<u>12</u>
<u>2. Introduction &amp; background information</u>	<u>12</u>
<u>2.1 Karnataka Building and Other Construction Workers' Welfare Board.</u>	<u>12</u>
<u>2.2 Project Description</u>	<u>13</u>
<u>2.3 Brief on objective of this RFP:</u>	<u>14</u>
<u>3. Qualification of the Bidder</u>	<u>14</u>
<u>3.1 Technical Qualification criteria</u>	<u>18</u>
<u>3.3 Consortium of Firms</u>	<u>18</u>
<u>4. Instruction to Bidders</u>	<u>20</u>
<u>4.1 Advice to the bidders</u>	<u>20</u>
<u>4.2 e-Tender Form and e-Tender Fee</u>	<u>20</u>
<u>4.3 Earnest Money Deposit</u>	<u>21</u>
<u>4.4 Submission of Bids</u>	<u>21</u>
<u>4.5 Bid Submission Format</u>	<u>21</u>
<u>4.6 Late submission of Bids</u>	<u>23</u>
<u>4.7 Cost of Bidding</u>	<u>23</u>
<u>4.8 Erasures or Alterations and signing of bids</u>	<u>23</u>
<u>4.9 Pre-bid conference</u>	<u>24</u>
<u>4.10 Pre-bid Queries</u>	<u>24</u>
<u>4.11 Amendment of e-Tender Document</u>	<u>24</u>
<u>4.12 Bid Validity</u>	<u>25</u>
<u>4.13 Modification &amp; Withdrawal of Bids</u>	<u>25</u>
<u>4.14 Clarification of Bids</u>	<u>25</u>
<u>4.15 e-Tender Opening</u>	<u>25</u>
<u>4.16 Technical Bids</u>	<u>26</u>
<u>4.17 Commercials</u>	<u>26</u>
<u>4.18 Evaluation of Qualifying Criteria</u>	<u>26</u>

<u>4.19 Evaluation Framework</u>	<u>26</u>
<u>4.20 Bid Evaluation</u>	<u>27</u>
<u>4.21 Right to vary the scope of the work</u>	<u>27</u>
<u>4.22 Notification of Award</u>	<u>27</u>
<u>4.23 Signing of Contract</u>	<u>27</u>
<u>4.24 Confidentiality of the Document</u>	<u>28</u>
<u>4.25 e-Tender Related Conditions</u>	<u>28</u>
<u>4.26 Rejection Criteria</u>	<u>28</u>
<u>5. Scope of Work</u>	<u>29</u>
<u>5.1 Overview</u>	<u>29</u>
<u>5.2 General Requirement</u>	<u>29</u>
<u>5.3 Inspection</u>	<u>29</u>
<u>5.4 Facilitate Registration/Renewal of Construction Workers</u>	<u>29</u>
<u>6. Terms and Conditions</u>	<u>30</u>
<u>6.1 Interpretation</u>	<u>30</u>
<u>6.3 Commencement&amp; Progress</u>	<u>30</u>
<u>6.4 BIDDER's Obligations</u>	<u>31</u>
<u>6.4.1 Scope of Work</u>	<u>31</u>
<u>6.4.2 Confidentiality</u>	<u>31</u>
<u>6.4.3 Ethics</u>	<u>32</u>
<u>6.4.4 Corrupt or Fraudulent Practices</u>	<u>32</u>
<u>6.5 Purchaser's Obligations</u>	<u>33</u>
<u>6.6 Events of Default by the BIDDER</u>	<u>33</u>
<u>6.7 Consequences of Default</u>	<u>34</u>
<u>6.8 Terminate the Contract in Full or Part</u>	<u>34</u>
<u>6.9 Breach and Rectification</u>	<u>34</u>
<u>6.10 Protection and Liabilities</u>	<u>35</u>
<u>6.11 Third Party Claims</u>	<u>35</u>
<u>6.12 Limitation of Liability</u>	<u>36</u>
<u>6.13 Termination</u>	<u>36</u>
<u>6.14 Conditions for Termination</u>	<u>36</u>
<u>6.15 Consequences of Termination</u>	<u>37</u>
<u>6.16 Dispute Resolution</u>	<u>38</u>
<u>6.17 Notice and Timing</u>	<u>39</u>
<u>6.18 Access</u>	<u>40</u>

<u>6.19 Inspection Rights</u>	<u>40</u>
<u>6.20 Conditional offers by the Bidders</u>	<u>41</u>
<u>6.21 Address of Communication</u>	<u>41</u>
<u>6.22 Costs &amp; Currency</u>	<u>41</u>
<u>6.23 Performance Bank Guarantee</u>	<u>41</u>
<u>6.25 Payment terms</u>	<u>42</u>
<u>6.26 Indemnity</u>	<u>42</u>
<u>6.27 Publicity</u>	<u>42</u>
<u>6.28 Right to Accept Any Bid and to Reject Any or All Bids</u>	<u>42</u>
<u>6.31 Other Conditions</u>	<u>42</u>
<u>6.32 General</u>	<u>43</u>
<u>6.33 Survival</u>	<u>43</u>
<u>6.34 Entire Contract</u>	<u>43</u>
<u>6.35 Governing Law</u>	<u>44</u>
<u>6.36 Jurisdiction of Courts</u>	<u>44</u>
<u>6.37 Force Majeure</u>	<u>44</u>
<u>6.38 Conditions precedent</u>	<u>45</u>
<u>6.39 Non-Fulfillment of Conditions Precedent</u>	<u>45</u>
<u>6.40 Annexure</u>	<u>46</u>
<u>7. SLA (Service Level Agreement)</u>	<u>47</u>
<u>7.1 Penalties</u>	<u>47</u>
<u>8. Annexure I: Format for Technical Bid</u>	<u>48</u>
<u>8.1 Form 1: Covering Letter for Technical Bid</u>	<u>48</u>
<u>8.4 Form 4: General Profile of the bidder</u>	<u>50</u>
<u>8.5 Form 5: Project Details</u>	<u>51</u>
<u>8.6 Form 6: Certifications as per the Technical Qualification criteria</u>	<u>52</u>
<u>9. Annexure II</u>	<u>53</u>
<u>9.1 Form 7: Fixed charges of Commercial Bid :</u>	<u>53</u>
<u>9.2 Form 8: Format for Performance Bank Guarantee</u>	<u>53</u>
<u>9.3 Commercial Bid Letter</u>	<u>54</u>
<u>10. Annexure III: Draft Master Service Agreement</u>	<u>57</u>

## 1. Invitation for Proposal

Karnataka Building and Other Construction Workers' Welfare Board (KBOCWVB) invites e-Tenders for **Empanelment of 2 Training Service providers for RPL Training of Registered Construction Workers of the Karnataka Building and Other Construction Workers Welfare Board in Hassan Region in Various Districts.**

Bidder/ Agencies are advised to study this e-Tender document carefully before submitting their proposals in response to the e-Tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on <https://eproc.karnataka.gov.in/> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required e-Tender/ bidding document fee and EMD.

Please note that the interested parties will have to access the website <https://eproc.karnataka.gov.in/> and get themselves registered so as to enable them to participate in the e-Tendering process before due date.

The Bidder has to use E- Tendering in order to fill up a Tender.

Bidder (authorized signatory) shall submit their details online in electronic formats for preliminary qualification and technical proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) shall be paid as per the details provided in the e-Tender. KBOCWVB shall not be responsible for delay in online submission by bidder due to any reason. For this, bidders are requested to upload the complete bid proposal well in advance so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

Bidders are also advised to refer "Bidders Manual Kit" available at <https://eproc.karnataka.gov.in/> further details about the e-Tendering process.

Pre-Bid meeting will be held on Date: 24-11-2022, Time: 11.30 AM at The Office Of "The Secretary, Karnataka Building and Other Construction Workers' Welfare Board, Kalyana Suraksha Bhavan, Bannerghatta Road, ITI Compound, Dairy Circle, Bengaluru- 560029", for any suggestions or doubts regarding the e-Tender. The minutes of the Pre-Bid meeting will be published if there is a need of publishing them online. KBOCWVB will not be bound to furnish any answers thereafter. All the terms and conditions mentioned in the e-Tender application are binding on Bidders.

For any technical related queries please call at 24 x 7 Help Desk Number :  
+91-8046010000 +91-8022631200

Place: Bangalore

Sd/-  
Joint Secretary,

## 1.1 Disclaimer

1. Karnataka Building and Other Construction Workers' Welfare Board, Bengaluru (hereinafter referred to as "KBOCWWB") has issued this e-Tender (hereinafter referred to as "e-Tender") **Empanelment of 2 Training Service providers for RPL Training of Registered Construction Workers of the Karnataka Building and Other Construction Workers Welfare Board in Hassan Region in Various Districts** as such terms and conditions as set out in this e-Tender document, including but not limited to the technical specifications set out in different parts of this e-Tender document.
2. This e-Tender has been prepared with an intention to invite prospective Applicants/Bidders and to assist them in making their decision, whether to submit a proposal. It is hereby clarified that this e-Tender is not an agreement and the purpose of this e-Tender is to provide the bidder(s) with information to assist them in the formulation of their proposals. This e-Tender document does not purport to contain all the information bidders may require. This e-Tender document may not be appropriate for all persons, and it is not possible for KBOCWWB to consider the investment objectives, financial situation and particular needs of each bidder.
3. KBOCWWB has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents shall be required to confirm in writing that they have done so and they do not solely rely on the information contained in this e-Tender in submitting their Proposal. This e-Tender includes statements, which reflect various assumptions and assessments arrived at by KBOCWWB in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
4. This e-Tender is not an agreement by and between KBOCWWB and the prospective bidders or any other person. The information contained in this e-Tender is provided on the basis that it is non-binding on KBOCWWB, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. KBOCWWB makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the e-Tender document. Each Bidder is advised to consider the e-Tender document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the e-Tender document before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the e-Tender document in detail and bring to notice of KBOCWWB any kind of error, misprint, inaccuracies, or omission in the document. KBOCWWB reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied.

KBOCWWB also reserves the right to decline to discuss the Project further with any party submitting a proposal.

5. No reimbursement of cost of any type shall be paid to persons, entities, or consortiums submitting a Proposal. The participant shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KBOCWVB or any other costs incurred in connection with or relating to its Bid.
6. This issue of this e-Tender does not imply that KBOCWVB is bound to select and pre-qualify training partner or to appoint the selected training partner or Concessionaire, as the case may be, for the project and KBOCWVB reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
7. KBOCWVB may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-Tender.
8. KBOCWVB, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this e-Tender or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the e-Tender and any assessment, assumption, statement or information contained therein or deemed to be part of this e-Tender or arising in any way with eligibility of Bidder for participation in the Bidding Process) towards any Applicant or Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
9. KBOCWVB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any participant upon the statement contained in this e-Tender.
10. Interested parties, after careful review of all the clauses of this 'e-Tender', are encouraged to send their suggestions in writing to KBOCWVB. Such suggestions, after review by KBOCWVB, may be incorporated into this 'e-Tender' as a corrigendum which shall be uploaded onto the e-Tendering website: <https://eproc.karnataka.gov.in/>



## 1.2 Glossary of Terms

No.	Term	Meaning
1.	KBOCWVB	Karnataka Building and other Construction Workers Welfare Board
2.	Secretary	The Secretary, KBOCWVB
3.	Confidential Information	Any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto / Training Partner by virtue of this Contract that: is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
4.	Contract	The e-Tender and all Annexes thereto, the Agreement entered into between the selected BIDDER together with the other Training partner as recorded in the Contract form signed by the Purchaser and the BIDDER including all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
5.	Contract Value	The price payable to the Training Partner under this Contract for the full and proper performance of its contractual obligations as per the norms.
6.	Department	Karnataka Building and other Construction Workers' Welfare Board
7.	Effective Date	The date on which this Contract comes into force. This contract shall come into force and effect on the date (the "Effective Date") of the Purchaser's notice to the BIDDER instructing to begin carrying out the activities.
8.	EMD	Earnest Money Deposit
9.	GLO	Government Labour Officer
10.	GoK	Government of KARNATAKA

11.	Noncompliance	Failure/refusal to comply to the terms and conditions of the proposal/Agreement
12.	Parties	The Purchaser, The BIDDER, and "Party" means either of the Parties.
13.	PBG	Performance Bank Guarantee
14.	PQ	Pre-Qualification
15.	Proposal	Response or offer submitted by bidders for this e-Tender/e-Tender
16.	PSU	Public Sector Unit
17.	Purchaser	KBOCWWB
18.	Services	Services to be provided as per the requirement mentioned in the scope of work and instructions thereof issued from time to time by KBOCWWB
19.	SLA	Service Level Agreement
20.	SOW	Scope of Work

### 1.3 Events and Dates

**Table: Key Events and Date**

No.	Information	Details
1.	Publishing Date	16-11-2022
2.	Date, Time and place of Pre- Bid conference	24-11-2022 at 11-30Hrs
3.	Pre bid queries submission	25-11-2022 17-00 Hrs
4.	Last date (deadline) for online submission	02-12-2022 up to 17-30 Hrs
5.	Technical Bid Opening Date & Time	Date: 03-12-2022 up to 17-35Hrs
6.	Any other Publication/ Reporting	To be informed
7.	Address for communication and hard copy submission	Office of The Secretary Kalyana Suraksha Bhavan, Bannerghatta Road, ITI Compound, Dairy Circle, Bengaluru – 560029

## 1.4 Other Important Information Related to Bid

**Table: Other Information's**

No.	Item	Description
1.	Earnest Money Deposit (EMD) – Online	Rs. 2,35,000/- (Rupees Two lakhs Thirty five thousand Only) in the form of Demand Draft in favour of The Secretary, Karnataka Building and other Construction Workers Welfare Board , Bengaluru. Scanned copy shall be uploaded while submission of on-line tender and Original Demand Draft shall be handed over to the office of the Joint Secretary, Karnataka Building and other Construction Workers Welfare Board on or before opening of Technical Bid.
2.	e-Tender Fee	It shall be the responsibility of the Bidder to ensure credit of Tender Processing Fee into the respective receiving bank accounts of e-Procurement on or before the last date and time of bid submission.
3.	Validity Period	90 days from the date of opening of Bid.
4.	Performance Bank Guarantee value	10 % of the contract cost from a Nationalized/ Scheduled Bank and must be valid for the contract period duration and 30 days beyond the project period.

## 2. Introduction & background information

This section contains information about the department, the project region and the progress so far in the project.

### 2.1 Karnataka Building and Other Construction Workers' Welfare Board.

1.1 The Government of Karnataka has constituted the Karnataka State Building and Other Construction Workers' Welfare Board (hereinafter referred as "The Board") on 18.01.2007 as per the provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 (a Central Act) for providing welfare and social security measures to the registered building and other construction workers. The Government of India has also enacted a legislation namely, the Building and Other Construction Workers' Welfare Cess Act, 1996 and Rules 1998 there under for the levy and collection of cess on the cost of construction incurred by employers/builders for augmenting the financial resources of the Building and Other Construction Workers' Welfare Board. As per the provisions of the Cess Act, 1% cess is levied and collected from the Employers/Builders on the cost of constructions incurred by them and the proceeds of the same are utilized for the welfare of registered building and other construction workers.

1.2 The Board consists of a Chairperson (Hon. Labour Minister) and 12 members appointed by the government. The Secretary of the Board ensures efficient discharge of the functions of the Board. The Secretary of the Board is assisted by other officers such as Joint Secretary, Deputy Secretary, Special Officer, Assistant Secretary, Labour Officers and other staff deputed from the Labour Department. At the field level, the officers of the Labour department, i.e., the 11 Assistant Labour Commissioners, 41 Labour Officers and 230 Sr. Labour Inspectors/Labour Inspectors have been designated under the law to function as Registering Authorities or Cess Assessment Authorities or the Claim Settlement authorities through respective notifications.

1.3 The main objectives of the Board are to register construction workers as beneficiaries, to formulate financial assistance schemes for them, to implement the schemes effectively at the field level and to achieve the social security goals as envisaged in the Act.

## 2.2 Project Description

The Karnataka Building and Other Construction Workers Welfare Board, Bengaluru deals with welfare of various types of Construction Workers in Karnataka. KBOCWWB Board intends to provide **RPL Training** to 9,000 registered workers across **Hassan Region and its Districts**.

Construction Board, Under the Department of Labour, Government of Karnataka invites 'Request for Proposal (RFP)' for **Empanelment of interested Project Implementation Agency(ies)** for submission of Proposal for conducting Skill Development Training under RPL component for Construction Board during FY 2022-23 for the following Job Roles as under:

QP/Job Role Name	QP/Job Role Code	NSQF Level
Assistant Mason	CON/Q0102	3
Helper Bar Bender and Steel Fixer	CON/Q0201	2
Assistant Bar Bender and Steel Fixer	CON/Q0202	3
Helper Shuttering Carpenter	CON/Q0301	2
Assistant Shuttering Carpenter	CON/Q0302	3
Assistant Scaffolder - System	CON/Q0314	3
Assistant Construction Painter & Decorator	CON/Q0502	3
Helper Electrician	CON/Q0601	2
Assistant Electrician	CON/Q0602	3

The objective of this RFP is to organize Skill Development training for uncertified workers of the above-mentioned Job Roles through government / private PIAs in the state of Karnataka.

The trainings shall be in compliance with the guidelines on Recognition of Prior Learning of Building and Other Construction Workers (BOCW) defined by Ministry of Skill Development and Entrepreneurship (MSDE) Govt. of India.

Interested training provider cum Project Implementation Agency (ies) may submit the proposal in the e-tendering portal with 'Application for conducting Skill Development Training for Construction workers under RPL component of Construction Board'.

The Project Implementation Agency(ies) are expected to submit the project proposal in the prescribed Project Application Form (PAF). The project proposal would be presented in front of Project Approval Committee (PAC). The PAC reserves all the rights to reject any proposal / allocate any number of targets to any participated agency.

### 2.3 Brief on objective of this RFP:

Individuals with prior learning experience or skills shall be assessed and certified under the Recognition of Prior Learning (RPL) component of the Scheme. RPL aims to align the competencies of the unregulated workforce of the country to the NSQF. Project Implementation Agency(ies) registered under NSDC, shall be incentivized to implement RPL projects in Types I. To address knowledge gaps, Project Implementation Agency(ies) may offer orientation course to RPL candidates.

#### 1. RPL Project types and process

Project Implementation Agency(ies) shall implement RPL Training mentioned in Table below. The project types having responsibility :

Project Type	Target Group	5- Step RPL Process
Phase I		<p>STEP 1: Mobilization</p> <p>STEP 2. Pre-Screening and Counseling</p> <p>STEP 3: Orientation Training</p> <ul style="list-style-type: none"> <li>• 12 Hours of domain training specific to the job role.</li> </ul> <p>The following can be Project Implementing Agencies (PIAs):</p> <ul style="list-style-type: none"> <li>• Private and public expert bodies in the sector recommended by the SSCs, Non-Government Organizations (NGOs), cluster-based associations such as cooperatives (for example, agriculture, industry associations, etc)</li> <li>• Training partners affiliated with NSDC/SSC</li> <li>• Central and State Government ministries, their institutions</li> <li>• Central/state universities, skill universities, Government ITIs, KVKs, etc.</li> <li>• Training Providers in response to demand aggregation by District Skill Committees, State Skill Development Missions, SSCs, and Demand Portal</li> </ul>

		STEP 4: Assessment STEP 5: Certification and Payout (STEPS 2-5 to take place at a temporary RPL Camp set up by PIA within the cluster)
--	--	---

The Training should be delivered through SSC Certified Trainer. Further Third-party Assessment agency affiliated with Construction SSC shall conduct the Assessment.

Training Content and Curriculum for training shall cover entry level job roles in construction sector ranging from NSQF Level 2 to 3. The job roles taken up under the board are :

QP/Job Role Name	QP/Job Role Code	NSQF Level
Assistant Mason	CON/Q0102	3
Helper Bar Bender and Steel Fixer	CON/Q0201	2
Assistant Bar Bender and Steel Fixer	CON/Q0202	3
Helper Shuttering Carpenter	CON/Q0301	2
Assistant Shuttering Carpenter	CON/Q0302	3
Assistant Scaffolder - System	CON/Q0314	3
Assistant Construction Painter & Decorator	CON/Q0502	3
Helper Electrician	CON/Q0601	2
Assistant Electrician	CON/Q0602	3

## 2. Implementing Partner:

KBOCWBB will select Project Implementation Agency(ies) for implementing RPL training with Orientation and Certification. Project Implementation Agency (ies) will be responsible for implementation and have to submit monthly progress report to the KBOCWBB.

**3. Course Selection:** Courses Available: QP-NOS as per finalized job roles of KBOCWBB.

## 4. Eligible Beneficiaries:

- On the date of enrolment, fits the minimum age criteria as per the Qualification Pack (QP) requirements. However, this will not be a mandatory condition but a preferable condition
- Possesses an Aadhar Card and an Aadhar seeded/linked bank account.

## 5. Wage Loss Compensation:

- KBOCWBB will transfer the wage loss compensation of Rs 570.00 to the Project Implementation Agency(ies) for paying candidates participating in training.
- The Project Implementation Agency(ies) will have to submit geo-tag photos for having done wage loss payment to the candidates,
- Wage loss will be applicable as per rates prescribed in KBOCWBB Process and Cost Norms as amended from time to time.

## **6. Branding and Publicity:**

- Project Implementation Agency(ies) will be responsible for the branding, marketing and publicity of RPL under KBOCWVB through print and digital media,
- Project Implementation Agency(ies) will be responsible for the arrangement of necessary collaterals for branding and communication in accordance to the KBOCWVB Branding Guidelines.

## **7. Training Infrastructure:**

The Project Implementation Agency(ies) shall arrange the necessary training infrastructure and required laboratory/equipment at the RPL location, as per the requirements of the job role or as per guidelines of KBOCWVB if any. Project Implementation Agency(ies) shall ensure that the overall training infrastructure especially the training aids for the proposed job role are as per the industry benchmark.

## **8. Assessment & Certification**

PIA should ensure all the candidates undergoing training through assessment from a third-party assessment Agency affiliated by SSC.

- The pass percentage for a QP based on the NSQF Levels is outlined below-
  - For NSQF Level 3 minimum 60 % required for passing a QP
- A candidate who achieves greater than or equal to the pass percentage mentioned in above for a QP shall be awarded the Skill Certificate and Mark sheet. Certified candidates will receive a Grade (A/B/C) on their Skill Certificates (as per the grading criteria).
- A candidate who achieves less than the pass percentage mentioned for a QP shall receive only the mark sheet and to be encouraged to undergo regular Training under Domain Skilling.
- Candidates eligible for the Skill Certificate shall also be provided Grades (A/B/C) as mentioned below-
  - Grades for NSQF Level 3
    - A- 85% and above
    - B- > 70% to < 85%
    - C- 60% to 70%

Note: For any candidates who fail in the assessment process, there will not be any re-assessment process for such candidates. However, they can opt for mainstream domain skilling to get trained and certified.



## 9. Pay-Out for Training

Sl. NO	Description	Pay out
1.	Initial Orientation of 12 hours <ul style="list-style-type: none"><li>▪ Mobilization</li><li>▪ Orientation</li><li>▪ Any Branding and Publicity</li><li>▪ Training Infrastructure</li><li>▪ Training of Candidates</li></ul>	PIA Cost and tranches: Rs. 2,000/- with payment in 2 tranches
2.	Pay-Out to TP for Assessment	Rs. 900/- for each stage per candidate

- Training cost (Orientation Course) will be paid for certified candidates only.
- The Assessment and Certification cost will be paid to PIA for paying assessment bodies. The advance of 30% will initially include the 30% cost of assessment and certification of total target allocated and the rest will be adjusted and paid as per tranches mentioned in Point 12 of this document on the basis of actual assessment numbers conducted.

## 10. Release of Funds

Payouts will be directly transferred to the PIA's bank account or through any other payment modes as per funding department policy. Payment will be released only on successful completion of the following milestones-

Tranches	% of Total Project Cost Per Candidate	Output Parameters
1	<b>30%</b>	Upon allocation of target and submission of 10% BG of the total project cost
2	<b>50%</b>	Upon Successful Assessment of candidates. There will be adjusted payments for the candidates who drop out post disbursement of the advance/first tranche. The amount disbursed to the PIA against a dropped or failed candidate in the first tranche shall be adjusted in the subsequent tranches.
3	<b>20%</b>	On Successful Submission of Evidence Based Proofs of Certificate Distribution Ceremony

### 3. Qualification of the Bidder

#### 3.1 Technical Qualification criteria

PQ No.	Pre-Qualification Requirements	Documents to be submitted
1.	The bidder should be a legal entity in INDIA and should be operational from past five years.	Copy of Certificate of Incorporation/ Registration / Registered Partnership Deed / proprietorship concern/Govt. Agencies/PSUs
2.	The Bidder must have experience as Training Service Provider for any skill development scheme of NSDC/KSDC/SSC/in the State of Karnataka.	Proven record of training with proper Documentary evidences Work order/Completion Certificate (from any Government Authority) should be provided.
3.	Should have a valid accreditation with NSDC/KSDC/SSC	Certificate from any of the mentioned bodies
4.	The bidder should have Average Turnover of INR 2.50 Cr (Total) in the last 3 financial (2019-20,2020-21 & 2021-22)	CA Certified Copy with UDIN no.
5.	The Bidder should have completed training of a minimum 3000 trainees in any sector in the last 3 years under any Govt (State/Central) schemes for Short Term Training or RPL	Work order / completion certificate should be submitted to claim the eligibility criteria
6.	The bidder should not be debarred/blacklisted by any Government Department/PSU in India as on date of submission of the Bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure
7.	Bidder should have minimum 5 (Five) construction SSC certified trainers on role.	Furnish a list of trainers along with SSC certificate.
8.	The bidder shall have GST & PAN registration certificate as on last date of submission, Local presence in Karnataka	Copy of GST & PAN registration certificate

### 3.2 Eligibility Criterion

Criterion	Score Criterion	Maximum Score
<b>Organization Profile</b>		
Experience	<3 years = 0 marks =3 years = 7 marks >3 years = 10 Mark for each additional years to the maximum score of 10 marks	10
Financial Turnover	<2.50 Cr = 0 marks = 2.50Cr = 7 Marks >2.50 Cr = 1 mark for each additional Cr to the max of 10 marks	10
Candidates Trained	<3000 = 0 Marks = 3000 = 3.5 Marks >3000 = 0.5 mark each for each 1000 candidates trained to a max of 5 marks	05
Placement	If Trained under STT, of any Government Scheme then of all trained and certified candidates: <50% placed = 0 marks =50% placed = 3.5 marks >50% <70% =4 marks >70% = 5 Marks	05
<b>Technical Capability</b>		
Methodology	Conventional methods RPL Training Methods = 5 Marks; In Addition, Audio Visual methods PLUS Digital Learning = 20 marks.	20
Availability of Content for Respective QPs	NSDC/SSC Certified Content = 5 marks; Any other content used certified by other international bodies = 10 marks	10
Certified Faculty and Trainers	Number of SSC Certified Trainers: 0-5 = 0 5><10 = 10 >10 <15 = 20 >15 = 30	20
<b>Infrastructure Capability</b>		
Reach of The Organization	Minimum Presence in 2 states = 5 marks Presence in More than 2 states for each state 1 mark to a max of 10 marks.	10
Capability to Provide Training	Own or Tie up with Construction Sites: <5 =0 =5 = 7 5> = 1 mark for each 5 sites maximum to 10marks.	10
<b>TOTAL</b>		<b>100</b>

### 3.3 Consortium of Firms

Consortium for Training is not allowed. Sub-Contracting Allowed for procurement of Kits through Venders already working with the KBOCW WB.

***However - Multiple Project Implementation Agency (ies) may be selected for job role for conducting Skill Development training under this RFP for RPL component in Karnataka***

### 3.4 Allocation of Training Target

If Score Achieved	Maximum Score
< 60	0
60%	4500
61% - 80%	5500
81% - 90%	6500
90%-100%	9000

- ***The Allocation of Target to qualified PIAs will be as per the decision taken by the Project Approval Committee. The Committee will decide on the exact amount of target to be given to any PIA.***
- ***Kindly note that this will be the first tranche of allocation of the total 13,500 numbers.***
- ***Any PIA who will finish their target and submit all necessary documents along with final invoice will be given the next lot of target as per the decision of the PAC.***
- ***The above table is only indicative, the Board reserves the rights to alter the target based on the number of qualified PIAs.***

## 4. Instruction to Bidders

### 4.1 Advice to the bidders

Bidders are advised to study this e-Tender document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after its careful study and examination of the e-Tender document with full understanding to its implications. Bidders are also expected to visit the KBOCW WB Board Office and understand the requirements to allow them to propose the best solution. Bid is to be submitted as per enclosed format only. Attach the certificates, brochures & documents asked for in the e-Tender document.

## 4.2 e-Tender Form and e-Tender Fee

It shall be the responsibility of the Bidder to ensure credit of Tender Processing Fee and EMD into the respective receiving bank accounts of e-Procurement on or before the last date and time of bid submission.

## 4.3 Earnest Money Deposit

The bidders are required to submit an **EMD of Rs. 2,35,000.00 (Rupees Two lakhs and thirty five thousand Only)** in the form of Demand Draft in favour of The Secretary, Karnataka Building and other Construction Workers Welfare Board, Bengaluru. Scanned copy shall be uploaded while submission of on-line tender and Original Demand Draft shall be handed over to the office of the Joint Secretary, Karnataka Building and other Construction Workers Welfare Board on or before 01-12-2022.

The earnest money deposit shall be non-interest bearing and is refundable to unsuccessful e-Tenderers. The successful bidders EMD will be discharged to the successful bidder post executing the Contract and furnishing the Performance Bank Guarantee as specified in this e-Tender.

The EMD shall be forfeited and appropriated by KBOCWVB board without prejudice to any other right or remedy that may be available to KBOCWVB board hereunder or otherwise, under the aforementioned conditions. In such an event, the decision of the KBOCWVB board regarding forfeiture of the Bid Security shall be final and binding upon bidders.

- I. If a bidder submits a non-responsive bid; and/or If a Bidder withdraws his bid during the period of bid validity or its extended period, if any.
- II. In the case of successful bidder, if bidder fails within the specified time limit:
  - a. to sign the contract within the time specified by KBOCWVB board; or
  - b. to furnish the Performance Bank Guarantee within the period prescribed as specified in terms and conditions of the contract;
- III. During the bid process, before signing of the contract, if bidder fails to comply with the terms and conditions of the tender
- IV. If during the bid process, any information provided by bidder is found false/fraudulent/mala fide, then KBOCWVB board shall reject the bid and, if necessary, initiate action provided
- V. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- VI. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

## 4.4 Submission of Bids

E-tenders submitted by the Bidders shall be downloaded by the Secretary/CEO, KBOCWVB, through the e-Tendering system before the time and date specified in the schedule of the e-

Tender notice. In the event of the specified date for the submission of bids being declared a holiday, the bids will be received up to the appointed time on the next working day. KBOCWWB may, at its discretion, extend this deadline for submission of bids by issuing corrigendum and uploading the same on e-Tendering System Telex, cable or facsimile bids will be rejected.

To view- e-Tender Notice, Detailed Time Schedule, e-Tender Document for this e-Tender and subsequently purchase the e-Tender Document and its supporting documents, kindly visit following e-Tendering website: <https://eproc.karnataka.gov.in/>

The Bidders participating first time for e-Tenders on the e-Tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrolment of new bidders has been provided on <https://eproc.karnataka.gov.in/>.

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The e-Tender should be prepared & submitted online using individual's Digital e-Token. E-Tendering TRAINING for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for e-Tender Document Purchase, Bid Preparation, Bid Submission.

#### 4.5 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this e-Tender. Bids with deviation from this format are liable for rejection. Submission of Bids Complete bidding process will be online (e-Tendering) in two DATA Point system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Data point - A: Pre-Qualification	<p>The Pre-qualification documents shall be prepared in accordance with the requirements specified in this e-Tender (Point 3.1) and the formats are prescribed in this e-Tender. Bidders shall submit accurately filled Checklist for Pre-qualification documents and</p> <p>Each page of the documents submitted for the Proposal should be signed and stamped by the Authorized Signatory of the Bidder.</p>

<p>Data point - B: Technical proposal</p>	<p>Technical evaluation documents as per the requirements should be submitted in this e-Tender</p> <p>Technical Proposal should be submitted through online bid submission process only.</p> <p>Scanned copy of Receipt of the e-Tender Fees and Earnest Money Deposit (EMD) and scanned copy of demand draft drawn in the favour of Secretary, Karnataka Building and Other Construction Workers Welfare Board, Bengaluru must be uploaded through online bid submission process.</p>
---	--

The bid should be a complete document and should be page numbered, indexed and bound as a single set. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.

Bids sent by telex/telegraphic/tele-fax post/ courier bids will be rejected.

The e-Tender purchased by the bidders shall be submitted in original and countersigned by bidder.

#### **4.6 Late submission of Bids**

Late submission will not be entertained and will not be permitted by the e-Tendering system.

#### **4.7 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid and purchaser shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **4.8 Erasures or Alterations and signing of bids**

The original Bids shall be signed by the Bidder or a person or persons duly authorized using his / her digital certificate through the e-Tendering system. Such authorization shall be indicated by power-of-attorney accompanying the bids. The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initiated by the person or persons signing the bids.

#### 4.9 Pre-bid conference

Pre-Bid conference of all the interested bidders will be held at the scheduled date and time. The bidders will have to submit their queries to the email indicated in the e-Tender notice at least one day prior to the pre- bid meeting. In pre-bid meeting problems of general nature will be entertained. Any change decided in the pre-bid shall be uploaded on the e-Tendering system as corrigendum. This will form a part of this bid document.

#### 4.10 Pre-bid Queries

Bidders are requested to submit their queries on the company letter head and in the following format on or before, Date: 25-11-2022 Time: 17-00 Hrs.

Name of Bidder						
Department Name					<b>KBOCWVB</b>	
Tender						
Tender Name					<b>Empanelment of 2 Training Service providers for RPL Training of Registered Construction Workers of the Karnataka Building and Other Construction Workers Welfare Board in Hassan Region in Various Districts</b>	
Tender Due Date						
#	RFP Page No.	RFP Clause No.		Clause Title	Queries/Clarification Sought	Justification by Bidder

The queries not adhering to the above-mentioned format shall not be responded to.

#### 4.11 Amendment of e-Tender Document

At any time before the deadline for submission of bids, purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Tender Document by amending, modifying and/or supplementing the same.

The amendments shall be published on website <https://eproc.karnataka.gov.in/> Prospective bidders are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this e-Tender.



In the event of any amendment, purchaser reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

#### **4.12 Bid Validity**

The offer/proposals submitted by the Bidders shall be valid for minimum period of 90 days from the date of submission of Bid. On completion of the validity period, unless the Bidder withdraws his bid in writing, bid validity shall be deemed to be extended until such time that the contract is awarded to successful Bidder or bidder formally (in writing) withdraws his bid. In event of such extension, bidders shall submit new EMD submitted as Bank Guarantee to cover the extended period of validity of their bids.

#### **4.13 Modification & Withdrawal of Bids**

No bid can be modified by the Bidder, subsequent to the closing date and time for submission of bids. If date of submission is extended due to some reasons, modification in bids is possible till extended period provided bid has not been opened.

Withdrawal of Bids is not permissible after its submission. If the bid is withdrawn before the validity period, the EMD will stand forfeited.

#### **4.14 Clarification of Bids**

To assist in the scrutiny, evaluation and comparison of bids, purchaser may, at its discretion, ask some or all the Bidders for clarification of their bids on any of the points mentioned therein and the same may be sent through email. However, in such cases, original copy of the technical clarifications shall be sent to the purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

#### **4.15 e-Tender Opening**

The technical bids will be opened before the Project Approval Committee on the e-Tendering system and the same will be evaluated as per the qualification criteria and relevant documents in support of them. Decision of the committee will be final.

Bidders qualified in the Technical Evaluation will be advised on the date, target and allocation set for meeting time. Adequate notice will be given to allow interested bidders or their representatives to attend the Target Allocation Meeting.

#### 4.16 Technical Bids

The Technical bids shall be complete in all respect and contain all information and documents asked for, except prices. It must not contain any price information.

During the activity of Bid Preparation, the e-Tenderer is required to upload all the documents of the technical bid by scanning the documents and uploading it in the PDF format. This activity of uploading the documents as well as preparation of commercial bid and other Annexures enclosed with the e-Tender (if any) should be completed within the pre-scribed schedule given for bid preparation.

After Bid Preparation, the e-Tenderer is required to complete Bid Submission activity within pre-scribed schedule without which the e-Tender will not be submitted.

The list of documents to be uploaded as part of Technical bid can be found at the e- Tendering system and at the checklist table in Annexure.

#### 4.17 Commercials

Bidder shall submit their bid documents only in the e-Tendering system. Price for the training will be as per the common cost norms defined by the Ministry of Skill Development & Entrepreneurship, Govt. of India.

#### 4.18 Evaluation of Qualifying Criteria

Prior to opening, the KBOCWBB Board shall determine whether each bid is (a) complete, (b) is accompanied by the required information and documents and (c) is substantially responsive to the requirements set forth in the e-Tender document. Only those bidders, who fulfill all the qualifications mentioned in the section “qualification criteria” of the e-Tender, shall be eligible and qualified for further processing of evaluation.

The purchaser may at its sole discretion, waive any minor informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

The bidders are suggested to bring the hard copy of all technical documents uploaded as a part of Technical Proposal along with Original for scrutiny/verification by the KBOCWBB board.

The Training Providers will be selected as per the highest marks scored on the basis **evaluation of pre-qualification and technical criterion.**

#### 4.19 Evaluation Framework

The evaluation of the technical bids shall be done by a Project Approval Committee. Technical evaluation conducted by the purchaser shall be final and binding on all the bidders.

Bidders qualified as per the Qualification Criteria shall be eligible for Technical evaluation.

#### **4.20 Bid Evaluation**

The Project Approval Committee will:

In cases of discrepancy between the documents submitted with the original document, the bid will be rejected if the bidder does not agree to the decision in this regard.

The final evaluation shall be done by the committee and the decision taken by the purchaser shall be final & binding.

#### **4.21 Right to vary the scope of the work**

The KBOCWVB reserves right to vary the time schedule and number of trainees based on the further registration/renewal of the registered workers. The bidder shall make adequate arrangements to deliver the training as and when directed by KBOCWVB as per the above-mentioned time schedule under this e-Tender within a contract period of 1 year from the date of issue of work order. The KBOCWVB reserves right for further extension of the contract period based on the satisfactory performance of the selected bidder.

The decision of the KBOCWVB shall be final and binding upon selected bidder.

#### **4.22 Notification of Award**

Prior to the expiration of the period of bid validity, the purchaser will notify the successful Bidder that its bid has been accepted. The notification of award will constitute the formation of the Contract. Upon the successful Bidder's, furnishing of Performance Bank Guarantee the purchaser may notify each unsuccessful Bidder.

#### **4.23 Signing of Contract**

At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall send the Bidder the Pro forma for Contract, incorporating all agreements between the parties.

Within 15 working days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

The rates in Work Order will be as per the Standard Norms No representation in this regard will be entertained.

#### **4.24 Confidentiality of the Document**

This e-Tender Document is confidential and the Bidder shall ensure that anything contained in this e-Tender document shall not be disclosed in any manner, whatsoever.

#### **4.25 e-Tender Related Conditions**

The Bidder should confirm unconditional acceptance of full responsibility of completion of work and for executing the 'Scope of Work' of this e-Tender. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of e-Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the purchaser, the purchaser shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

#### **4.26 Rejection Criteria**

Besides other conditions and terms highlighted in the e-Tender document, bids may be rejected under following circumstances:

a) General Rejection Criteria

- Bids received through Telex /Telegraphic / Fax / E-Mail except wherever required
- Bids which do not confirm unconditional validity of the bid as prescribed in the e- Tender
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the e-Tendering Process
- Any effort on the part of a Bidder to influence the purchaser's bid evaluation, bid comparison or contract award decisions
- Bids received by the purchaser after the last date for receipt of bids prescribed by the purchaser
- Bids without signature of person (s) duly authorized on required pages of the bid
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- In case any one bidder submits multiple bids or if common interests are found in two or more bids.

b) Technical Rejection Criteria

- Failure to furnish all information required by the e-Tender Document or submission of a bid not substantially responsive to the e-Tender Document in every respect
- Bidders not complying with the Technical and General Terms and conditions as stated in the e-Tender Documents
- The Bidder not confirming unconditional acceptance of full responsibility of providing services if the bid does not conform to the timelines indicated in the bid

## 5. Scope of Work

### 5.1 Overview

This e-Tender is for hiring agency for **Empanelment of 2 Training Service providers for RPL Training of Registered Construction Workers of the Karnataka Building and Other Construction Workers Welfare Board in Hassan Region in Various Districts.**

### 5.2 General Requirement

- The bidder shall be responsible for Training the registered workers of the KBOCWVB.
- Based on the request letters received by Government Labour Officers from registered workers of KBOCWVB, the list of eligible registered workers to whom the Training to be provided will be prepared as per approval of the concerned Assistant Labour Commissioner.
- The concerned Government Labour Officer/Labour Inspectors/officials authorized by KBOCWVB shall act as authorized Nodal officer at each district. The bidder shall be responsible to coordinate with the authorized nodal officer of KBOCWVB during Training.
- The bidder shall do Training to registered worker of KBOCWVB and ensures to collect the required documents as per the KBOCWVB with details to whom the Training is provided.
- The bidder shall collect the signature of the registered worker and signature of the authorized nodal officer of KBOCWVB.
- The format shall be provided by KBOCWVB at the time of issue of work order to the selected bidder.

### 5.3 Inspection

- All the Content books and Training equipment/item under Bidder Scope of Training shall be approved according to the relevant standards.

### 5.4 Facilitate Registration/Renewal of Construction Workers

- The selected agency shall facilitate Registration/Renewal of Construction Workers by helping them to fill up application forms, collecting the required documents and submit it to KBOCWVB officials for further registrations/renewals.

## 6. Terms and Conditions

Terms and conditions for bidders who participate in the e-Tender are specified in the section called “Terms and Conditions”. These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of an agreement to be signed with the purchase order, to be issued to the successful bidder(s) on the outcome of the e- Tender

### 6.1 Interpretation

In this Contract unless a contrary intention is evident:

- the clause headings are for convenient reference only and do not form part of this Contract;
- unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub- clause or section of this Contract including any amendments or modifications to the same from time to time;
- a word in the singular includes the plural and a word in the plural includes the singular;
- a word importing a gender includes any other gender;
- a reference to a person includes a partnership and a body corporate;
- a reference to legislation includes legislation repealing, replacing or amending that legislation;
- Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- In the event of an inconsistency between the terms of this Contract and the e-Tender and the Bid, the terms hereof shall prevail.

### 6.2 Key Performance Measurements

- Unless specified by the Purchaser to the contrary, the BIDDER shall carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work its specifications.
- If the Contract Specification include more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.

### 6.3 Commencement& Progress

The BIDDER shall commence the performance of its obligations in a manner as specified in the Scope of Work.

- The BIDDER shall proceed to carry out the activities with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- The BIDDER shall be responsible for and shall ensure that all activities are performed in accordance with the Contract, Scope of Work and that the BIDDER's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- The BIDDER shall perform the activities and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management. The BIDDER shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.

## **6.4 BIDDER's Obligations**

### **6.4.1 Scope of Work**

- The BIDDER's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the e-Tender and Contract and changes thereof to enable Purchaser to meet the objectives and operational requirements. It will be the BIDDER's responsibility to ensure the proper Space for KBOCWVB in accordance with and in strict adherence to the terms of his Bid, the e-Tender and this Contract.
- The BIDDER shall fulfill any other obligations as mentioned in the e-Tender document.

### **6.4.2 Confidentiality**

- The successful bidder will have to maintain strict Privacy and confidentiality of all the data it/its staff gets access to. Adequate provisions to be made not to allow unrestricted access to the data to people in the organization who have not got necessary permissions.
- Successful Bidder cannot sell or part with any data in any form. If such case may occur then, heavy penalty or termination of the contract shall be imposed along with prosecution. The amount of the penalty will be decided by the Purchaser based upon severity of the default.
- This restriction does not limit the right to use information contained in the data if it:
  - Is obtained from another source without restriction.
  - Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; becomes generally known to the public without violation of this Proposal.

- Is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information
  - Is required to be provided under any law, or process of law duly executed”.
- The BIDDER recognizes that during the term of contract and the SLA, sensitive data will be procured and made available to it and others working for or under the BIDDER. Disclosure or usage of the data by any such recipient may constitute a breach of applicable laws causing harm to the Purchaser and the KBOCWVB. The function of KBOCWVB requires the BIDDER to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this will result in the Purchaser and the KBOCWVB receiving a right to seek injunctive relief and damages without any limit, from the BIDDER and/or also seek termination.
  - BIDDER agrees as to any Confidential Information disclosed by Purchaser or the SLA (the “Discloser”) to this Agreement:
  - To take such steps necessary to protect Purchaser confidential information from unauthorized use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care; and to use such Confidential Information only for the purposes of this Agreement or the SLA or as otherwise expressly permitted or expressly required by this Agreement or the SLA or as otherwise permitted by Purchaser in writing; and
  - Not without purchaser prior written consent to copy the confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement or the SLA or as required in connection with BIDDER’s use as permitted by Purchaser.
  - Not without purchaser’s prior written consent to disclose, transfer, publish or communicate the confidential information in any manner to any person except as permitted in this contract or SLA.

### **6.4.3 Ethics**

BIDDER represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or KBOCWVB, or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Purchaser standard policies and may result in cancellation of this Agreement.

### **6.4.4 Corrupt or Fraudulent Practices**

The Purchaser requires that bidder under this e-Tender, observe the highest standards of ethics during the execution of such contract. In pursuance to this policy, the Purchaser: -

Defines for the purposes of this provision, the terms set forth as follows:

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence of public officials in contract execution; and



- “Fraudulent Practice” means a misrepresentation of facts in order to influence execution of contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission);
- Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or executing a contract.
- The past performance of the bidder will be crosschecked if necessary. If the facts are proven to be dubious the bidders will be ineligible for further processing.

### **6.5 Purchaser’s Obligations**

- Purchaser nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the BIDDER.
- Purchaser shall ensure that timely approval is provided to the BIDDER as and when required, which may include approval of documents necessary in fulfillment of this contract.
- The Purchaser’s Representative shall interface with the BIDDER, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.
- Purchaser may provide on BIDDER’s request, particulars/information/ or documentation that may be required by the BIDDER for providing services covered under this contract.

### **6.6 Events of Default by the BIDDER**

The failure on the part of the BIDDER to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the BIDDER.

Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the BIDDER, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to the BIDDER by the Purchaser the BIDDER fails to remedy the default to the satisfaction of the BIDDER, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

## 6.7 Consequences of Default

Where an Event of Default subsists or remains uncured the Purchaser shall be entitled to:

- Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of the Services which the BIDDER shall be obliged to comply with which may include re-determination of the consideration payable to the BIDDER as agreed mutually by Purchaser and BIDDER. The BIDDER shall in addition take all available steps to minimize loss resulting from such event of default.
- Suspend all payments to the BIDDER under the Contract by a written notice of suspension to the BIDDER, provided that such notice of suspension:
  - Shall specify the nature of the failure; and
  - Shall request the BIDDER to remedy such failure within a specified period from the date of receipt of such notice of suspension by the BIDDER.

## 6.8 Terminate the Contract in Full or Part

- Retain such amounts from the payment due and payable by the Purchaser to the BIDDER as may be required to offset any losses caused to the Purchaser as a result of such event of default and the BIDDER shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the BIDDER and BIDDER's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the BIDDER as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

## 6.9 Breach and Rectification

In the event that the BIDDER is in Material Breach of its obligations under this Agreement or the SLA, Purchaser may terminate this Agreement or the SLA upon notice to the other Party. Any notice served pursuant to this clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- If there is Breach which translates into default in providing Services by the BIDDER as per this Agreement or the SLA, continuously for more than one week, then the Purchaser will serve a seven days' notice for curing such Material Breach. In case the Material Breach continues after the notice period, the Purchaser will have the option to terminate the Agreement.
- Because time is the essence of the contract, in case, for reasons prima facie attributable to the BIDDER, there is a delay of more than 4 weeks by the BIDDER, the Purchaser may terminate this Agreement after affording a reasonable opportunity to the BIDDER to explain the circumstances leading to such a delay. Further, the

Purchaser may also invoke the Performance Guarantee of the BIDDER. Pursuant to the termination, BIDDER shall transfer all the project related assets to Purchaser.

- Where a change of control of the BIDDER has occurred whereby the BIDDER has merged, amalgamated or been taken over, due to which the majority shareholding of the BIDDER has been transferred to another entity, the Purchaser can by a 60 days' written notice, terminate this Agreement and such notice shall become effective at the end of the notice.

## 6.10 Protection and Liabilities

### 6.11 Third Party Claims

- BIDDER (the "Indemnifying Party") undertakes to indemnify the Purchaser (the "Indemnified Party") from and against all direct losses, claims or damages on account of bodily injury, death or damage to tangible personal property and otherwise caused by its negligence/ fraud/willful misconduct, arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.
- The indemnities shall be subject to the following conditions:
- The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- If the Indemnifying Party does not assume full control over the defence of a claim, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- All settlements of claims subject to indemnification will:
- Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim;
- Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

- The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- The Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
- In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates;

### **6.12 Limitation of Liability**

The BIDDER's aggregate liability for damages shall not apply to

- Neither this Agreement nor the services delivered by BIDDER under this Agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement, as the case may be.
- The liability of bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Value of Project
- Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, the Purchaser shall not be liable to BIDDER for any indirect or consequential damages.
- Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- The Purchaser shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.

### **6.13 Termination**

### **6.14 Conditions for Termination**

- The Purchaser may, terminate this Contract in whole or in part by giving the BIDDER a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- Where the Purchaser is of the opinion that there has been such Event of Default on the part of the BIDDER / BIDDER's Team which would make it proper and necessary to

terminate this Contract and may include failure on the part of the BIDDER to respect any of its commitments with regard to any part of its obligations under its Bid, the e-Tender or under this Contract.

- Where it comes to the Purchaser's attention that the BIDDER (or the BIDDER's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the BIDDER's Bid, the e-Tender or this Contract.
- Where the BIDDER's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the BIDDER, any failure by the BIDDER to pay any of its dues to its creditors, the institution of any winding up proceedings against the BIDDER or the happening of any such events that are adverse to the commercial viability of the BIDDER. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
- Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the BIDDER, without compensation to the BIDDER, if the BIDDER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- In the event of termination of this Contract by the Purchaser before the expiry of the term, the BIDDER shall be given a period of 30 days to demobilize itself,
- The BIDDER may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 1 months in advance indicating its intention to terminate the Contract.

#### **6.15 Consequences of Termination**

- In the event of termination of this Contract, [whether consequent to the stipulated Term of the Contract or otherwise the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the BIDDER shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile BIDDER in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/termination hereof.

Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the BIDDER /BIDDER's Team or due to the fact that the survival of the BIDDER as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re- determination of the

consideration payable to the BIDDER as agreed mutually by Purchaser and BIDDER or through a third party acceptable to both parties may pay the BIDDER for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the BIDDER up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the BIDDER as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any act/omissions of the BIDDER. In case of any loss or damage due to default on the part of the BIDDER in performing any of its obligations with regard to executing the scope of work under this Contract, the BIDDER shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the BIDDER's manpower resources and/or all third parties appointed by the BIDDER shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the BIDDER's Bid, the e-Tender and this Contract, in an identical manner as were being performed before the collapse of the BIDDER as described above in order to execute an effective transition and to maintain business continuity.

- Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **6.16 Dispute Resolution**

- The office of the Purchaser and the BIDDER shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Purchaser and the BIDDER have been unable to resolve amicably a contract dispute, the matter will be referred to the Purchaser, and his decision will be final and binding on both the parties.
- If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall Endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall

continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.

- The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- The Arbitration proceedings shall be held in KARNATAKA, India.
- The Arbitration proceeding shall be governed by the substantive laws of India.
- The proceedings of Arbitration shall be in English language.
- Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
- In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, Ministry of Law & Justice shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
- If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
- It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

#### **6.17 Notice and Timing**

- As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits in accordance with such agreed timetable and shall not be required to give the BIDDER any further notice of carrying out such audits.
- The Purchaser or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe that such non-timetabled audits are

necessary as a result of an act of fraud by the BIDDER, a security violation, or breach of confidentiality obligations by the BIDDER, provided that the requirement for such an audit is notified in writing to the BIDDER a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the BIDDER considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure

- The frequency of audits shall be decided by the Purchaser
- In addition to the above, there will be audits conducted by statutory bodies (e.g.CAG) as and when they are required to do it. Notwithstanding any condition given in the contract, the BIDDER will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artifacts of the Project as required by them and approved by purchaser, in writing.

The audit and access rights contained shall survive the termination or expiration of the Agreement.

#### 6.18 Access

- The BIDDER shall provide Purchaser access to employees, suppliers and third party facilities, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
- Purchaser shall have the right to copy and retain copies of any relevant records. The BIDDER shall co- operate with Purchaser in effecting the audits and providing necessary information.

#### 6.19 Inspection Rights

- Purchaser shall have the right to inspect offices, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
- That the actual level of performance of the services is the same as specified in the SLA;
- That the BIDDER has complied with the relevant technical standards, and has adequate internal controls in place; and
- The compliance of the BIDDER with any other obligation under the contract and SLA.



## 6.20 Conditional offers by the Bidders

The bidder should abide by the terms and conditions specified in the e-Tender Document. If bidders submit conditional offers it shall be liable for outright rejection.

## 6.21 Address of Communication

Bids should be addressed to the Secretary, at below given address:

The Secretary/CEO, KBOCWBB, Kalyana Suraksha Bhavan, Bannerghatta Road, ITI Compound, Dairy Circle, Bengaluru - 560029

## 6.22 Costs & Currency

The bids must be made in Indian Rupees only. Taxes and levies as applicable at the time of submission of bids to be mentioned separately.

## 6.23 Performance Bank Guarantee

- The performance bank guarantee of 10% of contract cost from a Nationalized / Scheduled Bank and must be valid for the period duration and 30 days beyond the project period. The proceeds of the performance bank guarantee shall be payable to the Purchaser as compensation for any loss / penalties / liquidated damages resulting from the bidders failure to complete its obligations under the contract. The performance guarantee shall be discharged by the Purchaser to the bidder after 3 months post the completion of contract.
- The BIDDER shall have to furnish a renewed Performance Bank Guarantee for an appropriate extended period in case the Purchaser decides to extend the contract period post the completion of the project duration.

Milestone	Period
Commencement of RPL / Training at the locations across allotted districts of Hassan Region as per the directions of KBOCWBB board.	Within 30 days from issue of work order date
Submission of Invoices and supporting documents post the completion of Training and authenticated by Nodal officers authorized by KBOCWBB Board.	Within 30 days from the date of collection of all documents

The KBOCWBB board reserves right to vary the time schedule on training based on the further registration/renewal of the registered workers. The bidder shall undertake to execute the Training if any as and when directed by KBOCWBB board as per the above-mentioned time schedule under this e-Tender within a period of 1 year from the date of issue of work order.

### **6.25 Payment terms**

- The agency shall be eligible to receive remuneration in accordance with the Terms of Payments.
- The Agency shall submit Fortnightly invoices to the KBOCWVB board along with the supporting documents duly signed by registered workers and by Nodal officers authorized by KBOCWVB Board for release of payments along with the Payment Certificate approved by concerned Nodal officer appointed by the Board.
- The Payment Certificate format shall be as per the approval of KBOCWVB Board.
- The payment shall be done as per actual basis, on number of trainings by the selected bidder.
- KBOCWVB board shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Agency where the Board disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the e-Tender. Any exercise by the Board under this section shall not entitle the agency to delay or withhold the Training.
- All payments agreed to be made by the purchaser to the Agency in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Agency shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract.

### **6.26 Indemnity**

Vendor shall indemnify, protect and save the Purchaser against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

### **6.27 Publicity**

Any publicity by the bidder in which the name of the Purchaser is to be used should be done only with the explicit written permission of the Purchaser.

### **6.28 Right to Accept Any Bid and to Reject Any or All Bids**

Purchaser, reserves the right to accept or reject any Bid, and to annul the e-Tendering process and reject all e-Tenders at any time prior to award of control, without thereby incurring any liability to the affected BIDDER(s) or any obligation to inform the affected BIDDER(s) of the grounds for the Purchaser's action.

### **6.31 Other Conditions**

- Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under, except that the Supplier shall

be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

- The Agreement shall be written in English only. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English only.
- Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the e-Tender Document are fulfilled to the satisfaction of the Purchaser.
- The bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.
- Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.
- Payment shall be made in Indian Rupees only.
- The bidder's Team shall comply with the laws in force in India in the course of performing this Contract
- The Successful Bidder should be complying with all applicable laws and rules of Government of India and/or Government of Karnataka.
- The Secretary/CEO KBOCWWB Board reserves the right to annul all/partial services during the contract period, without assigning any reason otherwise.

### **6.32 General**

- Relationship between Parties:
- Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and bidder/bidder's Team or any relationship of Purchaser employee, principal and agent, or partnership, between the Purchaser and bidder.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- The Purchaser has no obligations to the bidder's Team except as agreed under the terms of this Contract.

### **6.33 Survival**

The provisions of the clauses of this Contract in relation to documents, data, processes, property, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the BIDDERS of its release from those obligations.

### **6.34 Entire Contract**

The terms and conditions laid down in the e-Tender and all annexures, addendum thereto as also the Bid and any annexes thereto shall be read in consonance with and form an integral

part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

### **6.35 Governing Law**

This Contract shall be governed in accordance with the laws of Union of India and State of KARNATAKA.

### **6.36 Jurisdiction of Courts**

The courts of India at Bangalore, Karnataka have exclusive jurisdiction to determine any proceeding in relation to this Contract.

### **6.37 Force Majeure**

- Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the e-Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have
- reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the BIDDER/ BIDDER's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- In case of a Force Majeure, all Parties will Endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
- The BIDDER shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the BIDDER's fault or negligence and not foreseeable.
- Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lock-outs and freight embargoes.

- If a Force Majeure situation arises, the Vendor shall promptly notify the KBOCWVB in writing of such conditions and the cause thereof within twenty calendar days.
- Unless otherwise directed by the KBOCWVB in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
- If the duration of delay continues beyond a period of three months, KBOCWVB and the BIDDER shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the KBOCWVB, shall be final and binding on the BIDDER.

### **6.38 Conditions precedent**

- Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent setout below. However, the Purchaser may at any time at its sole discretion waive fully or partially any of the Conditions Precedents for the BIDDER:
- The following Conditions Precedent need to be fulfilled by the BIDDER on or before the execution of this Agreement:
  - Provide Performance Bank Guarantee specified in this e-Tender
  - Provide Purchaser true copies of its constitutional documents and Purchaser resolutions authorizing the execution, delivery and performance of this Agreement and the SLA with Board;

### **6.39 Non-Fulfillment of Conditions Precedent**

- In the event that any of the Conditions Precedent relating to BIDDER has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Purchaser fully or partially, this Agreement shall cease to have any effect as of that date.
- In the event that the Agreement fails to come into effect on account of non-fulfillment of the BIDDER's Conditions Precedent with regards to implementation schedule, Purchaser shall not be liable in any manner whatsoever to the BIDDER and Purchaser shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount.
- In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the BIDDER prior to the fulfillment in full of the Conditions Precedent, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to purchaser free and clear from any encumbrances or claims.
- Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on BIDDER linked to the delay in fulfilling the Conditions Precedent.

**6.40 Annexure**

Amendment to Agreement

The Parties acknowledge and agree that amendments to this Agreement shall be made through mutual agreement between the parties in writing in accordance with the procedure this Agreement is executed and signed.

.IN WITNESS WHEREOF the Parties have by duly authorized representatives set the irrespective hands and seal on the date first above written in the presence of:

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

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of: .....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of: .....

## 7. SLA (Service Level Agreement)

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the successful bidder to the Purchaser for the duration of this contract. SLA defines the responsibility of the successful bidder in ensuring adequate delivery of the deliverables and the services coupled with correctness of the same based on the performance indicators detailed out in this document. The successful bidder shall provide services as defined in the scope of work in accordance with the conditions mentioned in this e-Tender to ensure adherence to project terms and error free availability of the services. The Service level agreement would be valid for the complete period of contract. This SLA may be reviewed and revised according the procedure detailed in SLA Change Control Mechanism.

### 7.1 Penalties

No.	Services	Parameter	Penalty
1.	Adherence to project timelines	Adherence to timelines as defined in the project timelines in the MOU.	

- The Penalty shall be calculated and deducted from the immediate payment due.
- All above mentioned penalties are exclusive to each other
- The maximum penalty at any point of time and for any period should not exceed 5% of project cost as per the Total Commercial Bid submitted by the successful bidder. If the penalty exceeds this amount, KBOCWWB board reserves the right to terminate the contract.

## 8. Annexure I: Format for Technical Bid

### 8.1 Form 1: Covering Letter for Technical Bid

< On company Letter head >

To,

The Secretary,  
Karnataka Building and Other Construction Workers' Welfare Board  
Kalyana Suraksha Bhavan,  
Near Dairy Circle, Bannerghatta Road,  
Bengaluru- 560029.

**Reference: e-Tender for Empanelment of 2 Training Service providers for RPL Training of Registered Construction Workers of the Karnataka Building and Other Construction Workers Welfare Board in Hassan Region in Various Districts.**

<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/ Madam,

We hereby offer to conduct RPL / Training for Registered Workers of Karnataka Building and other Construction Workers Welfare Board in Karnataka as specified in this e-Tender at the prices specified in the commercial bid.

In the event of acceptance of our bid, we do hereby undertake that:

- All the services/ deliverable shall be performed strictly in accordance with the e-Tender documents and we agree to all the terms and conditions in the e-Tender including all the corresponding addendums & corrigendum and any other work as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives
- We agree to abide by our offer for a period of 60 days from the last date of submission of bid prescribed by the Purchaser and that we shall remain bound by a communication of acceptance within that time.
- We have carefully read and understood the terms and conditions of the e-Tender and the conditions of the contract applicable to the e-Tender. We do hereby undertake to provision as per these terms and conditions. The deviations from the requirement specifications of e-Tendered items and schedule of requirements are only those mentioned in our response. The deviations from the terms and conditions of the e-Tender are only those mentioned in our response
- We hereby certify that the BIDDER/Owner/ Director and the person signing the e-Tender is the constituted attorney.
- We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- Purchaser or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and



technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Purchaser to verify statements and information provided in this application or regarding our competence and standing.

- We declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this e-Tender.
- We declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this e-Tender, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize KBOCWVB Board to reject our application.

Signature of Authorized Signatory (with official seal) & Date

Name:

Designation:

Address:

Telephone:

Fax:

E-mail address:

#### 8.4 Form 4: General Profile of the bidder

The bidder should provide details of the projects executed in following format:

No.	Particulars	Bidder
1.	Name of the Organization	
2.	Type of Organization	
3.	Country of Registered Office	
4.	Address of Registered Office with Telephone Nos., Fax, E-mail and website	
5.	Company Registration Details	
6.	Date of Incorporation (with document evidence for Certificate of Incorporation)	
7.	GST Registration Number (with document evidence) PAN NO (with documental evidence)	
8.	Turn over for last three years with UDIN no. (Audited Annual Accounts and Annual Reports of three accounting years to be submitted)	
9.	No. of years of Operation in India	

Signature of Authorized Signatory (with official seal) & Date

Name:

Designation:

Address:

Telephone:

Fax:

E-mail address:

### 8.5 Form 5: Project Details

The bidder should provide details of the projects executed in following format:

No.	Name, Address and Phone No. of client	Brief project Details	Period/ Date of contract and tenure	No. of Certified Training Delivered	Total Value of the Contract
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Note: Please also upload the Work-orders/ Completion Certificates / Client's Testimonial/ agreement given by concerned organizations.

Signature of Authorized Signatory (with official seal) & Date

Name:

Designation:

Address:

Telephone:

Fax:

E-mail address:

### 8.6 Form 6: Certifications as per the Technical Qualification criteria

The bidder should provide details of the certifications in following format:

No.	Name of the certificate	Certified by	Date of getting certification	Certificate Valid up to date

Note: Please upload the copies of the certificates

Signature of Authorized Signatory (with official seal) & Date

Name:

Designation:

Address:

Telephone:

Fax:

E-mail address:

## 9. Annexure II

### 9.1 Form 7: Fixed charges of Commercial Bid :

Sl. No.	Description of Service	Rates per <u>candidate</u> in Rs.
1	Cost of Training charges per Candidate with Assessment charges and wage losses.	Rs 3470

### 9.2 Form 8: Format for Performance Bank Guarantee

(To be executed on non-Judicial stamped paper of an appropriate value)

Date .....

Bank Guarantee No: .....

Amount of Guarantee.....

Guarantee Period: ..... From ..... to .....

Guarantee Expiry Date: .....

Last date of Lodgment.....

WHEREAS The Department / Board <Name> having its office at <Address> (hereinafter referred to as "The Purchaser" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on (Please insert date of acceptance of the letter of acceptance (LoA) ("Contract") with (insert name of the Successful Bidder) .....(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, succession shall permitted assigns) for the performance, execution and providing of services ("Service") shall have the meaning ascribed to it in the Contract) based on the terms & conditions set out in the e-Tender Documents number (insert reference number of the e-Tender Documents) dated (insert date of issue of e-Tender Documents) ..... And various other documents forming part thereof,

AND WHEREAS one of the conditions of the Contract is that the contractor shall furnish to the Purchaser a Bank Guarantee from a Nationalized/scheduled bank in India for an amount equal to 10% (Ten Percent) of the contract amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by

under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached (insert the name of the Nationalized/Scheduled bank) (hereinafter referred to as the "Bank") having its registered office at (insert the address) ..... and at the request of the Contractor and in consideration of the promises made by the contractor, the Bank has agreed to give such guarantee as hereunder:

- I. Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Purchaser stating that the amount claimed is due to the Purchaser under the Contract. Any such demand made on the Bank by the Purchaser shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever,

the total sum claimed by the Purchaser in such Demand. The Purchaser shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Purchaser by the Bank under this bank guarantee shall not exceed the guaranteed Amount. In each case of demand, resulting to change of PBG values, the Purchaser shall surrender the current PBG to the bank for amendment in price.

- II. However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding (figure of Guaranteed Amount to be inserted here) ..... only)
- III. The Purchaser will have the full liberty without referenced to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Purchaser under the Contract and to enforce to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- IV. The rights of the Purchaser to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such guaranteed Amount and /or the Contract.
- V. The guaranteed herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Purchaser in respect of such liability or liabilities is effected.
- VI. This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of KARNATAKA for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- VII. All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

- VIII. NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- IX. Unless a Demand under this bank guarantee is filed against the Bank within 90 days from the date of expiry of this bank guarantee all the rights of the Purchaser under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- X. However, in the opinion of the Purchaser, if the contractor's obligation against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- XI. We have the power to issue this bank guarantee in your favour under Memorandum and article of Association and the Undersigned has full power to do so under the Power of Attorney dated (date of power of attorney to be inserted) ..... granted to him by the Bank.

Date:

Bank:

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank.

### 9.3 Commercial Bid Letter

To,

The Secretary,  
Karnataka Building and Other Construction Workers' Welfare Board  
Kalyana Suraksha Bhavan,  
Near Dairy Circle, Bannerghatta Road,  
Bengaluru- 560029.

Sir/ Madam,

**Reference: e-Tender for "Empanelment of Training Service providers for RPL Training of the Registered Construction Workers of the Karnataka Building and Other Construction Workers" in Karnataka.**

**<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

We, the undersigned Bidder, having read and examined in detail all the e-Tender documents in respect of Training Service providers for Skill development of the Registered Construction Workers of the Karnataka Building and Other Construction Workers Welfare Board in KARNATAKA as specified in the e-Tender documents number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We affirm that the entire contract period of the project is 1 year. We accept that there won't be any escalation/ increase in the final rate quoted by us in the commercial bid

However, all the applicable taxes are quoted separately under relevant sections.

We hereby undertake to Conduct Training, as and when directed by KBOCWBB board as per the above mentioned time schedule and shall conduct Training at the rates applicable under this e-Tender within a period of 1 year from the date of issue of work order. The KBOCWBB board reserves right for further extension of the contract period based on the satisfactory performance of the selected bidder.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

#### EARNEST MONEY DEPOSIT (EMD)

We have included the scanned copy of the physical instrument of the EMD along with the Technical Bid bearing value Rs. 2,35,000.00 ( Rupees Two Lakhs Thirty five thousand Only ). This EMD is liable to be forfeited in accordance with the provisions of the terms and conditions of this e- Tender

#### QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our e-Tender, we agree to furnish the same in time to your satisfaction.

#### CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the format specified by the Purchaser. We hereby declare that our e-Tender is made in good faith, without collusion or fraud and the information contained in the e-Tender is true and correct to the best of our knowledge and belief. We understand that our e-Tender is binding on us and that you are not bound to accept an e-Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder) Printed  
Name

Designation

Seal.

Date: Place:

Business Address:



## 10. Annexure III: Draft Master Service Agreement

This AGREEMENT is made at \_\_\_\_\_, KARNATAKA, on this \_\_\_\_\_ day of, \_\_\_\_\_ 2022, BETWEEN

Karnataka Building and Other Construction Workers Welfare Board referred to as “KBOCWWB “Board, of the FIRST PART;

AND

-----, a company registered under the Companies Act, 1956, having its registered office at -----, hereinafter referred to as “The Bidder”, (which expression shall include its successors, administrators, executors and permitted assignees), of the SECOND PART.

Whereas KBOCWWB has envisaged for Training Service providers for Skill development of the Registered Construction Workers of the Karnataka (hereinafter referred to as the “said Project”);

And whereas KBOCWWB has published the e-Tender to seek services of a reputed BIDDER for Training for Registered Workers of Karnataka Building and other Construction Workers Welfare Board in Karnataka;

And whereas M/s. ----- has submitted its proposal for RPL / TRAINING for Registered Workers of Karnataka Building and other Construction Workers Welfare Board in Karnataka

And whereas KBOCWWB and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and the parties hereto hereby mutually agree as follows: -

The Agreement shall consist of this Contract Form and the following documents and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the ‘Contract Documents’), all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award / Work Order
2. e-Tender/ e-Tender Form
3. Scope of Work as given in the e-Tender/ e-Tender Document.
4. Payment schedule as given in the e-Tender/ e-Tender Document.
5. Terms & Conditions of Contract as given in the e-Tender/ e-Tender Document.
6. Service Level Agreement (SLA) as given in the e-Tender/ e-Tender Document.
7. Technical proposal of e-Tenderer.
8. Financial Proposal

This Agreement sets forth the entire contract and agreement between the parties pertaining to provide RPL / Training for Registered Workers of Karnataka Building and other Construction Workers Welfare Board in Karnataka” and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of

any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the BIDDER as hereinafter mentioned, the BIDDER hereby covenants with the Purchaser to maintain and operate the entire proposed solution and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

Any notice under this agreement shall be in the form of letter, fax. Notices to either party will be given at such address/addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

To,

The Secretary,  
Karnataka Building and Other Construction Workers' Welfare Board  
Kalyana Suraksha Bhavan,  
Near Dairy Circle, Bannerghatta Road,  
Bengaluru- 560029.

and notice to the BIDDER shall be properly addressed to:

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

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 -----

Secretary / CEO,

For and on behalf of KBOCWWB

Signed, sealed and delivered

By -----

For and on behalf of the "BIDDER",

Witnesses:

(1)

(2)

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

<< Scope of Work, Project & Payment Schedule, Terms & Conditions as specified above in the e-Tender document>>

Note:

- The stamp duty payable for the contract shall be borne by the BIDDER
- The above Draft Master Service Agreement is only indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by the Purchaser after final selection of the BIDDER