

NO: SWD/IGCCD/OS-04/PC-BLR/2024

Date: 31.01.2025

**GOVERNMENT OF KARNATAKA  
INDIRA GANDHI CENTRE FOR CAREER DEVELOPMENT  
(SOCIAL WELFARE DEPARTMENT)  
SHORT TERM E-TENDER NOTIFICATION**

**PRE-RECRUITMENT RESIDENTIAL TRAINING TO SCHEDULED CASTE CANDIDATES WHO WISH TO JOIN AS KARNATAKA STATE POLICE CONSTABLE ) (FOR BOTH MEN & WOMEN) – BENGALURU ZONE**

**Quality and Cost Based Selection (QCBS)**

Assistant Director, **INDIRA GANDHI CENTRE FOR CAREER DEVELOPMENT**, Social Welfare Department is inviting Short Term e-Tender from competent organizations across the state for imparting coaching to Scheduled Caste Community candidates of Karnataka State to provide residential pre-recruitment training who wish to join as KARNATAKA STATE POLICE CONSTABLE under two cover system (Technical Bid and Financial Bid) from service providers who have adequate resources and experience.

<b>Name of the work</b>
<b>Appointment of service providers for providing Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE– Bengaluru zone</b>

1. Amount put to tender = Rs. 2,40,00,000 ( For 300 candidates)
2. EMD: Rs. 3,60,000.
3. The participating bidders will have to pay the Earnest Money Deposit (EMD) through e-Procurement portal through any of the five modes i.e Credit Card, Debit Card, Net Banking, NEFT or OTC.
4. The Bidder should provide training, including boarding, lodging and training kit. All facilities should be ready at the time of physical inspection.
5. JV/Consortium of bidders to participate in the tender is allowed. Number of members in a Consortium shall not exceed 2 (Two). In case the Bidder is a Consortium, it shall, comply with the requirements mentioned in Annexure-7.
6. Those who have already taken training contract from IGGCD and not completed the target can not apply.

7. The bidders can verify and download the Tender document and should participate through <https://kppp.karnataka.gov.in>. For further information, please contact phone number: 080-25578422
8. The Soft copies of the Bid documents can be downloaded from e-Procurement portal consisting of PQR (Pre-Qualification Requirements) and eligibility criteria of bidders, scope of the service to be provided, terms and conditions of contract to be complied with the bidder / by the bidders registered with e-Procurement for e-Tendering.
9. The technical bid shall include the documents mentioned in “Documents to be submitted” and “Technical evaluation criteria”. For more details, visit the web site <https://kppp.karnataka.gov.in>.
10. The bidders shall upload all the documents through online only.
11. The Evaluation of Technical offers will be based on Quality and Cost Based Selection (QCBS) system as per Karnataka Transparency in Public Procurement Act, 1999 (KTPP Act).
12. The tendering evaluation shall be done on weightage with 70% to technical evaluation and 30% to financial evaluation. A Bidder should secure mandatorily a minimum of 70% marks (i.e., 70 marks out of total 100 marks) in Technical Evaluation in order to be a qualified bidder for being eligible for technical weightage and subsequently for opening of financial bids.
13. The training institute should quote training fee per candidate, including cost of training for **60** days, cost of boarding and lodging, cost of insurance coverage, one set of shoes & Socks, track suits, Supply of printed Text books and study materials to candidates and all other applicable taxes.
14. The bidder’s ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation. The Bidder meeting the minimum eligibility criteria and with the highest Marks/rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L-1 Bidder for further process.
15. The successful bidder shall share the progress report of the candidates trained every fortnight.
16. If any of the selected agencies are found not performing well after deputing the candidates then the candidates allotted to such agencies will be re-allocated to other training agencies as per the choice of the candidates among selected agencies.

17. Training hours:- Minimum 480 hours.
18. Training days:- Minimum 60 days.
19. Training institute should provide the following to each selected candidates;
  - a. PT Shoes – 1 Pair
  - b. Socks – 2 Pairs
  - c. Trousers – 2 Pair
  - d. T-Shirt – 2 no

Branding to be done as per IGCCD guidelines on the uniform.

20. Training Agency should provide Printed study materials for each candidate as per course syllabus.
21. Training Agency, should have well equipped audio-visual classrooms, Ground with running track of 1.6 km for Physical training, separate Hostel facility for girls and boys.
22. Training agency should have medical inspection facility i.e first aid facility with trained Staff Nurse.
23. Training agency should have 24x7 private security during day & night.
24. The training agency should have one exclusive vehicle for communication/ Transportation of trainees during emergency.
25. Training agency should have essential obstacles in the ground of minimum 04 acres for physical endurance of trainees like ,
  - a. Zig Zag,
  - b. High Jump
  - c. Long jump
26. Proper RO drinking water facility with minimum capacity of 200 ltrs per hour should be available at training institute.
27. The number of candidates in a batch should not exceed 150 nos. There can be more than 1 batch, provided there is faculty and facilities.

**28. Calendar of events:**

DATE OF COMMENCEMENT OF TENDER DOCUMENT in e-portal	:	31.01.2025 3.30 PM
PRE-BID MEETING	:	04.02.2025 11.00 AM
LAST DATE AND TIME FOR SUBMISSION OF TENDERS	:	07.02.2025 05.00 PM
TIME AND DATE OF OPENING OF TECHNICAL BID	:	08.02.2025 05.30 PM
TIME AND DATE OF OPENING OF FINANCIAL BID (TENTATIVE)	:	13.02.2025 03.00 PM

(Tender inviting authority)  
Assistant Director  
Indira Gandhi Centre for Career  
Development, Social Welfare Department.  
Bengaluru.

**Introduction:**

The Indira Gandhi centre for career development, Social Welfare Department intends to provide Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE. In this regard department intends to impart the training through reputed Training agencies who have past experience in the relevant area.

**Scope of the services:**

The bidder should have adequate human resources, infrastructure, Study material, and experience and expertise to effectively implement the said training programme. The bidder should conduct residential training to Schedule Caste candidates only.

**Course Syllabus:**

General syllabus for a Police constable typically should include the following subjects

- 1.General Awareness / General knowledge
- 2.Knowledge of Elementary Mathematics
- 3.General Science
- 4.Geography
- 5.History
- 6.Constitution of India
- 7.Indian War of Independence
- 8.Policy Education
- 9.Analytical aptitude and ability to observe the distinguished patterns
- 10.Basic knowledge of the candidates in English or Hindi or Kannada

**Eligible Beneficiaries:**

Age limit: On the date of enrolment, the candidate should have completed a minimum of 18 years and not exceed 26 years.

Category: Male / FEMALE

Qualification: 12th pass

Documents: Possesses an Aadhar Card and 10<sup>th</sup> pass certificate

**Authorities related to the E-Tender**

<b>Sl. No</b>	<b>Designation of the officers</b>	<b>Authorities</b>
1	Principal Secretary to Government Social Welfare Department, Bengaluru.	Appellate authority
2	Director, <b>INDIRA GANDHI CENTRE FOR CAREER DEVELOPMENT,</b> Bengaluru.	Acceptance Authority
3	Assistant Director <b>INDIRA GANDHI CENTRE FOR CAREER DEVELOPMENT,</b> Bengaluru.	Inviting authority

**PRE-QUALIFICATION REQUIREMENTS OF THE BIDDER**  
**(Pre-Recruitment residential training to SC candidates who wish to**  
**join KARNATAKA STATE POLICE CONSTABLE- Bengaluru zone.**

**I. Pre-Qualification Criteria:**

<b>SL NO</b>	<b>PRE-QUALIFICATION REQUIREMENTS</b>	<b>DOCUMENTS TO BE SUBMITTED</b>
1	The Bidder/Lead member and the member firms (Consortium partners ) should be a Partnership/ Private/ public Limited company registered under appropriate act	Valid document to be submitted
2	The Bidder/Lead member and the member firms (Consortium partners) should have a GST registration certificate and PAN	Self attested copy of the certificate to be submitted
3	The Bidder/Lead member or member of consortium should have a registered office in Karnataka	Valid registration certificate to be submitted
4	The Bidder or Lead member of the consortium should be in existence for a minimum period of 5 years	Supporting documents to be submitted
5	The average annual turnover of the Bidder/Consortium should be minimum Rs 360 lakhs for the last three years ie 2021-22, 2022-23 and 2023-24	Chartered account certificate supported by audited financial statements to be submitted
6	The Bidder/members of the consortium should have trained at least 1000 candidates for PC/PSI in the last five years ie 2019-20, 2020-21, 2021-22, 2022-23, 2023-24.	Affidavit with List of candidates trained by the agency along with their Name and contact details to be submitted. Affidavit should be notarized.

7	The Bidder or Lead/member firm of the consortium should have a Gated/fenced training center (owned or leased or rented) with minimum 4 acres of land having facility accommodation, for class room coaching, Library, medical inspection room with 2 beds, CCTV surveillance, running track and physical training equipments like Zig Zag, high jump, etc. <b>Training center should be in the zone applied for.</b>	Supporting documents with photographs to be submitted.  Incase of leased/rented premises, the agreement should be submitted
8	The Bidder or Lead/member firm of the consortium should have at least 6 faculties having minimum 10 years of experience in training candidates for PC/PSI exam for each batch.	CV, Appointment orders, latest Salary certificate to be submitted
9	The Bidder or Lead member of the consortium should have atleast Three ex-police/Defense/Para Military officer in its payroll for past 3 years for each batch.	CV, Appointment orders, latest Salary certificate to be submitted
10	The Bidder or any member of the consortium should have provided similar training and minimum 50 candidates should have been placed in Karnataka State Police.	Affidavit with List of selected candidates trained by the agency along with their Name and contact details to be submitted. Affidavit should be notarized.



**Technical Evaluation Criteria:****i) Weightage based Technical evaluation criteria for short listing****ii) Evaluation of bids:**

a) The evaluation of the Technical and Financial offers will be based on the QCBS system as per KTPP Act.

b) The Bidders, whose technical offers are responsive against the minimum eligibility criteria, will be short listed for opening of commercial bids.

c) The bidders whose technical offers are responsive against the minimum eligibility criteria prescribed with the minimum qualifying marks in each of the above criteria will be shortlisted and commercial bids of such short listed bidders only will be opened and also all compulsory/mandatory prescribed documents to be uploaded otherwise bid will be rejected summarily.

d) In case of consortium, credentials of consortium (both the parties together) will be considered.

e) The minimum qualifying marks is 70 against maximum marks prescribed 100.

<b>CRITERION</b>	<b>SCORE CRITERION</b>	<b>MAXIMUM SCORE</b>
<b>EXISTENCE OF BIDDER OR LEAD MEMBER</b>	> 5 years but < 10 years = 3 Marks > 10 years but < 15 years = 4 Marks > 15 years = 5 Marks	5
<b>AVERAGE ANNUAL FINANCIAL TURNOVER IN LAST THREE YEARS IN CASE OF CONSORTIUM TOTAL TURNOVER OF CONSORTIUM WILL BE CONSIDERED</b>	> 360 Lakhs but < 550 = 10 Marks > 550 Lakhs but < 750 Lakhs = 13 Marks > 750 Lakhs but < 950 Lakhs = 16 Marks > 950 Lakhs = 20 Marks  **Turnover certificate issued by Chartered accountant to be submitted	20

<b>CANDIDATES TRAINED</b>	> 1000 but < 3000 = 5 Marks >3000 but < 5000 = 7 marks >5000 = 10 marks	10
<b>TRAINING CENTRES IN THE ZONE APPLIED</b>	Minimum one Training centre with minimum 4 acres of land having facility for class room training, accommodation, running track and physical training with training equipments like Zig Zag, high jump, long jump, etc.	10
<b>EX-POLICE/DEFENSE/PARAMILITARY OFFICER ON PAYROLL</b>	Meeting minimum requirement	5
<b>NUMBER OF SUCCESSFUL PLACEMENT OF CADIDATES</b>	< 50 = No Marks > 50 but < 75 = 5 marks > 75 but < 100 = 7 Marks > 100 = 10 Marks	10
<b>Faculty and Trainers</b>	Number of Certified Trainers: 6= 5 Marks	05
<b>Total</b>		<b>65</b>
<b>TECHNICAL CAPABILITY</b>		
<b>AVAILABILITY OF CONTENT</b>	Content used for training = upto 10 marks based on the content available No content – 0 Marks Best Content – Max 10 marks **Provide valid content as per the syllabus mention in Clause 2.4	10
<b>INFRASTRUCTURE AND TRAINING MODULE (UPON PHYSICAL INSPECTION)</b>	Implementation of training plan (Work flow)– upto 20 marks No plan – 0 marks Best plan – Max 20 Marks	25
<b>Total</b>		<b>35</b>

<b>Grand Total</b>	<b>100</b>
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**(Tender inviting authority)  
Assistant Director,  
Indira Gandhi Centre for Career  
Development, Social Welfare Department,  
Bengaluru**

## GENERAL TERMS AND CONDITIONS

1. Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE.
2. Conditional tenders are liable for rejection.
3. Intending tenderers can have detailed information from the office during office hours.
4. Assistant Director, **INDIRA GANDHI CENTRE FOR CAREER DEVELOPMENT**, Social Welfare Department, Bengaluru, reserves the right to reject any or all tenders without assigning any reason.
5. The selected agency must have attendance system (Bio metric) in the training center and submit attendance to the Chief Administrative Officer, **INDIRA GANDHI CENTRE FOR CAREER DEVELOPMENT**, and every month.
6. The selected Agency shall provide PRE-Examination Training to the aspirants. The training should be given for complete syllabus during the prescribed course period. Each student shall be provided with the set of training kit / study material, Uniform, Shoes and Socks and Track Suits with lodging and boarding.
7. The agency should conduct the residential training.
8. The selected agency should not sublet the contract. If the Bidders are found to have sublet the contract, the contract will be terminated at the risk and cost of the agency concerned.
9. The selected Agency shall enter into a contract agreement on a non-judicial stamp paper of Rs.500/- (Rupees Two hundred only) with terms and conditions as per the format specified by the Chief Administrative Officer, **INDIRA GANDHI CENTRE FOR CAREER DEVELOPMENT**, Bengaluru, within 07 days from the receipt of written communication of letter of acceptance to this effect failing which the EMD will be forfeited.
10. Course fee will be paid IN 3 installments.
11. Training hours:- Minimum 480 hours.
12. Training days:- Minimum 60 days for each batch
13. Trainers should be having a minimum experience of ten years in providing classroom and physical training
14. Bidder must have adequate open ground area for physical training with obstacle courses.

15. Bidder should provide training according to prescribed syllabus and training calendar in consultation with the Chief Administrative Officer, **INDIRA GANDHI CENTRE FOR CAREER DEVELOPMENT**, Social Welfare Department, Bengaluru.

16. Course fee quoted by bidder per candidate should include cost of boarding, lodging, training, kits, study materials and other expenses separately as per Annexure -6 to complete the training process.

17. Bidder should provide medical support on call Doctors for trainees selected for training. The Department is not responsible for any accidentals during the training either for faculty or trainees.

18. **INDIRA GANDHI CENTRE FOR CAREER DEVELOPMENT**, Social Welfare Department will not be in any way directly or vicariously liable for any injury or damage caused to the trainee or personnel during the training period.

19. **Penalty clause:** The successful bidder must provide all the resource manpower from the date of starting of training, failing which penalty at the rate of Rs.1000/- shall be charged per day subject to a maximum of work order value. After which work order will be cancelled. In addition, forfeiture of performance security deposit will also be considered.

20. The Chief Administrative Officer and the Authorized officer appointed by Indira Gandhi Centre for Career Development, Social Welfare Department, Bengaluru, shall have the power to inspect the centre and issue notice in writing and to instruct/direct the agency to make alterations/ variations in the assigned work.

21. **Evaluation of Technical:**

A. Evaluation of Technical Bids -

A Tender scrutiny committee is appointed by Government for evaluation of the bids. The committee would evaluate both Pre-qualification cum Technical bids based on the details provided in the e-tender. A presentation has to be submitted along with the technical bid. The bidder scoring the highest mark during the technical and commercial / financial bid evaluation will be awarded the contract. Decision of the committee would be final and binding upon all the Bidders.

22. For all disputes arising out of this contract between the agency and IGCCD, will be within the jurisdiction of the courts in Bengaluru city.

23. **Failure to abide by the Agreement:**

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the Indira Gandhi Centre for Career Development, Social Welfare Department with such penalties as specified by the Agreement.

**24. Confidentiality of the Document:**

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

25. The successful bidder shall furnish performance security within 15 days from the date of signing the agreement at **5%** on contract value in the form of DD drawn in favour of Chief Administrative Officer, Indira Gandhi Centre for Career Development, Bangalore or bank guarantee having validity for the entire period of training i.e., from the date of issue of work order. The tender inviting authority reserve rights to get the security deposit/Bank guarantee extended for further period based on the extension of the service.

26. **Appeal:** Any tenderer aggrieved by an order passed by the tender accepting authority may appeal to the prescribed appellate authority within seven days from the date of receipt of such order or rejection/disqualification.

**27. Rejection Criteria:**

Besides other conditions and terms of the tender document, bids may be rejected under following circumstances.

**A. Pre-Qualification cum Technical Rejection Criteria.**

- Bids submitted without or with improper EMD.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- 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.
- Failure to furnish proofs for information provided.

- Bidders shall ensure that original documents are scanned and uploaded in the slots specified in e-procurement portal.
- 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.
- The Bidder not conforming to unconditional acceptance of full responsibility for providing services in accordance with the Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

**B) Commercial / financial Proposal rejection criteria:**

- If IGCCD (SWD) finds that the bidder has not considered the entire services to be provided as mentioned in the tender.

**29. Payment terms**

On submission of evidence based documents like biometric attendance, geo-tagged photographs of candidates and inspection report by SWD officials.

Sl. No.	% of Total Project Cost Per candidate	Output Parameters
1	40%	On successful completion of enrolment and 15 days of training.
2	30%	Successful completion of 45 days of training.
3	30%	Successful completion of 60 days of training.

Assessment of candidates should be provided by a Third party preferably who has earlier worked with Government of Karnataka

**30. Right to vary the Contract/scope of the work**

The IGCCD (SWD) reserves right to vary the time schedule and number of trainees. The bidder shall make adequate arrangements to deliver the training as and when directed by IGCCD (SWD) 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 IGCCD (SWD) reserves right for further extension of the contract period based on the satisfactory performance of the selected bidder. IGCCD (SWD) reserves the right to vary

the Contract finally ordered to the extent of 25% either way during the Contract at the same Terms and Conditions.

The decision of the IGCCD (SWD) shall be final and binding upon selected bidder.

**(Tender inviting authority)**  
**Assistant Director,**  
**Indira Gandhi Centre for Career**  
**Development, Social Welfare Department,**  
**Bengaluru**



Government of Karnataka  
 INDIRA GANDHI CENTRE FOR CAREER DEVELOPMENT  
 (Social Welfare Department)  
 (Application to be filled by the Bidder/each member of the consortium  
 individually)

## Annexure-1

### Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE

1.	Name of Bidder & Postal Address		
2.	Name of Directors		
3.	Contact Person's Name		
	Contact No.		
4.	Date of Establishment of the firm		
5.	a) Whether the agency is registered (Yes/No) by competent authority		
	b) If Yes, under which act. agency is registered (Legal status)		
	c) Registration Number		
	d) Date of Registration		
6.	a) GST certificate No.		
7.	a) Mention Permanent Account Number (PAN) of the agency		
8.	Total financial turn over for the last 3 years in lakhs 2021-22, 2022-23 and 2023-24	<b>Year</b>	<b>Amount</b>
		2021-22	
		2022-23	
		2023-24	
9.	Total years of experience of the bidder in providing and handling training centres for PC/PSI		

10	Total number of trained candidates through Govt schemes (sponsored by Govt/NSDC/Councils). Documentary proof to be submitted.				
11.	Details of faculties / physical trainers (documentary proof to be attached): service documents to be attached for each faculty/trainer				
Sl. No.	Name of uniformed officer	Qualification	No. of years served in Military/Paramilitary in the agency		Any other credentials
			Years	Rank	
Sl. No.	Name of Faculty	Qualification	No. of years served in the agency		Any other credentials
			Years	Designation	
12.	Specialized subjects covered for written test by the agency.	1. 2. 3.			
13.	Activities covered for Physical training by the agency.	Declaration to be submitted on bidders letter head			
14.	Facilities provided by the agency for physical training	Declaration to be submitted on bidders letter head			

15.	Food chart providing the details of menu provided to candidates during training period (Separate food menu for a week Monday to Sunday should be attached)	Declaration to be submitted on bidders letter head. All papers related to the land including Rental/Lease agreement
16.	Place at which the bidder will provide training in case the bidder is selected  Training centre should be Gated/fenced (owned or leased or rented) with minimum 4 acres of land having facility for class room training and physical training with training equipments like Zig Zag, high jump, chin up, rope climbing, base push bar, 8ft wall, Barb wire, Library, medical inspection room with 2 beds, CCTV surveillance etc. Training center should be in the zone applied for.	Declaration to be submitted on bidders letter head. All papers related to the land including Rental/Lease agreement/tax paid receipt/clearance from the local Municipal Authorities and other statutory authorities.
17	Copy of certificates by earlier clients for satisfactory work completion by other Govt Dept. (Documentary proof to be attached)	
18	Presentation on Training plan, Implementation plan, Project supervision plan and Placement plan	To be annexed
19	Any other details that the bidder wants to submit (Documentary proof to be attached):	

**(Note:** One set of latest guiding materials including all the details of the responsibility and training process to the candidates should be submitted to the Department on or before the last date of submission of tender).

**Declaration: -**

I / We hereby declare that all the above information provided by me is true to the best of my knowledge. If any information provided by me is found to be incorrect or misleading, I would be liable for legal action initiated by Indira Gandhi Centre for Career Development, Social welfare department.

Date:

Place:

Signature & Designation

### Abstract Details

Tenders in two cover system invited from Indira Gandhi Centre for Career Development for Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE by the Assistant Director, for the following:

1. Nature of Service: Providing Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE/PARAMILITARY/MILITARY.
2. The bidders can view the tender details from the website – <https://kppp.karnataka.gov.in/> for further information, please contact phone number 080- 22207784.
3. Tender documents shall be submitted through online e-Procurement portal only.
4. **The validity of the offer shall remain open for a period of 30 days from the date of opening of bids.** If any tenderer withdraws his tender before the said period or makes any modifications in the terms and the conditions of the tender, then the Chief Administrative Officer, Indira Gandhi Centre for Career Development, Social Welfare Department, Bengaluru, shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
5. Final acceptance of the tender rests with the Chief Administrative Officer, Indira Gandhi Centre for Career Development, Social Welfare Department, Bengaluru, who reserves the right to accept or reject any or all tenders without assigning any reason.
6. Submission of the tender by the Bidder implies that these conditions of contract have been read and is aware of the scope of the service and the number of supporting staff to be deployed.
7. Tenders not submitted in the prescribed form will be rejected.

8. The successful tenderer shall attend this office on a date to be fixed and intimated to him for executing agreement etc. failure on the part of the successful tenderer to execute the contract agreement within 07 days from the receipt of written communication of letter of acceptance to this effect, would entail rejection of tender and forfeiture of EMD.
9. Applicable taxes, as per rules in force will be deducted from the bills payable from the agency at the time of release of payment.

**(Tender inviting authority),  
Assistant Director,  
Indira Gandhi Centre for Career  
Development  
Social Welfare Dept. Bengaluru**

## Annexure-2

(Declaration of the Bidder)

To,  
Chief Administrative Officer,  
Indira Gandhi Centre for Career Development,  
Dr. Babu Jagajivan Ram Research Centre,  
Outer Ring Road, Summanahalli Circle,  
Bengaluru – 560 091.

Sir/Madam,

Tender for Providing Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE.

I/We ..... do hereby submit tender for Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE as per the quoted rates and in all respects in accordance with the conditions applicable.

**NATURE OF SERVICE:** Tender for Providing Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE/PARAMILITARY/MILITARY.

I/We have paid an amount of Rs. 3,60,000/- towards EMD. I/We are aware that the EMD will not bear any interest.

If this tender is accepted, I/We agree to abide by and fulfill all the terms and conditions of the contract.

I/We hereby distinctly and expressly declare and acknowledge that before submission of this tender; I/We have carefully followed the instructions.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the Chief Administrative Officer, Indira Gandhi Centre for Career Development, Social Welfare Department based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said contract, agreements, stipulations, restrictions and conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address given herein.

I/We fully understand the terms and conditions of the contract to be entered into between me/us and the Chief Administrative Officer, IGCCD, Bengaluru, and the written agreement shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by me/us and the Chief Administrative Officer, IGCCD.

Dated this ..... day of  
.....2023.

**Authorised signatory**  
**(Name & designation with Mobile No.)**



## Annexure-3

(To be submitted by the Bidder/each member of the consortium  
individually)

### Certificate of Financial turnover issued by the Chartered Accountant

We hereby certify the Operational Turnover  
M/s.....is as below for the periods mentioned.

Sl.No	Financial Year	Annual Turnover	
		Rupees in Nos.	Rupees in words
1	2021-22		
2	2022-23		
3	2023-24		

UDIN NO:

Seal and signature of the Chartered  
Accountant  
(Name of the Chartered Accountant,  
Name of the Firm with complete address)  
Membership Number.....

**Important Note:** Audited Statement of Accounts such as Balance Sheets, Trading Profit and Loss Account and IT returns for the 3 financial years shall be furnished in support of the above turnover.

## Annexure-4

(Application to be filled by the Bidder/each member of the consortium individually)

### Self Declaration (On Company Letter Head supported by Client Certificate)

To,  
Chief Administrative Officer,  
Indira Gandhi Centre for Career Development,  
Dr. Babu Jagajivan Ram Research Centre  
Outer Ring Road, Summanahalli Circle,  
Bengaluru – 560 091.

Sir,

We M/s \_\_\_\_\_, hereby declare that the experience details provided below are true and as per the requirement of the tender condition

Year	Name of Client	Name of Project	Project Duration	Annual Project Value in INR	No. of Candidates Trained	Brief of Services Provided	Contact Details of Clients for Testimonials

PhoneNumber:

Signature,  
Name and address of the  
Tenderer or Bidder  
and Designation

## **ANNEXURE -5**

(Declaration of the Bidder)

To ,  
Chief Administrative Officer  
Indira Gandhi Centre for Career Development,  
Dr. Babu Jagajivan Ram Research Centre  
Outer Ring Road, Summanahalli Circle,  
Bengaluru – 560 091

Sir/Madam,

### **DECLARATION**

(To be given by the Contractor at the time of uploading the completed tender)

**NATURE OF SERVICE:** Tender for Providing Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE/- Bengaluru zone.

I / We have read the Tender documents and related matters carefully and diligently and that I / We have uploaded the tender having studied, understood and accepted the full implications of the agreement.

The requirements of the tender agreement stated herein will be fulfilled by me / us to the satisfaction of the Chief Administrative Officer, Indira Gandhi Centre for Career Development, Social Welfare Department, Bengaluru.

PhoneNumber:

Signature,  
Name and address of the  
Tenderer or Bidder  
and Designation

## Annexure-6

### Commercial / financial Bid Format

Description	Rate per candidate in Rs.
<p><b>Services to be provided:</b></p> <p>The Training Institution should quote course fee per candidate for providing pre-recruitment residential training to SC candidates who wish to join as Police Constable in KARNATAKA STATE POLICE / . which includes both physical, written test, Separate boarding and lodging facility for both Men &amp; Women, study material, track suit &amp; shoes and group Insurance etc., The course fee should include all relevant taxes. The TDS will be deducted as applicable.</p>	
<b>Break up of costing</b>	
<b>Price quoted</b>	<b>Rs.</b>
Food (with nutrition elements)	
Lodging	
Physical Training	
Classroom Training	
Kit –	
a.PT Shoes – 1 Pair	
b.Socks – 2 Pairs	
c.Trousers – 2 Pair	
d.T-Shirt – 2 no	
Printed study materials	
<b>Total amount per Candidate</b>	

Note:

- (a) The financial bids will be evaluated based on the total value of the project including all the process, considering the number of 250 candidates.
- (b) A bidder is not allowed to quote a price that is lower than 85% of the total tender amount.

- (c) If a bidder submits a bid below the 15% threshold, their proposal is likely to be rejected as non-compliant with the tender requirements

Signature,  
Name and address of the tenderer or Bidder  
Designation.

Phone Number:

### **Annexure – 7**

In case the Bidder is a Consortium, it shall, comply with the following requirements:

- (a) Number of members in a Consortium shall not exceed 2 (Two);
- (b) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), the Bid should contain the information required for each member of the Consortium;
- (c) The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format at Annexure-11, signed by the other member of the Consortium;
- (d) The Bid should include a brief description of the roles and responsibilities of individual members,
- (e) An individual Bidder cannot at the same time be member of a Consortium applying for bid Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the bid;
- (f) Members of the Consortium shall enter into a binding Memorandum of Understanding (the “Memorandum of Understanding” or “MOU”), for the purpose of submitting Bid and should submit the same along with the Bid. As per Annexure 12. MOU should be specific to the Package and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. MOU shall, inter alia:
  - i. Convey the intent of the members of the Consortium to enter into the Agreement in case the bid is awarded to the Consortium;
  - ii. The Lead Member would enter into the Agreement with IGCCD, SWD on behalf of the members of the Consortium and subsequently carry out all the responsibilities as the Service Provider in terms of the Agreement
  - iii. Clearly outline the proposed roles and responsibilities of each member of the Consortium;

iv. Include a statement to the effect that all members of the Consortium shall under the Agreement, be liable jointly and severally for all obligations of the Service Provider in relation to the bid.

MOU entered into, between the members of the Consortium shall be specific to the project and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for rejection.

**Annexure 8: Power of Attorney for Lead Member of Consortium**  
**(On a Stamp Paper of value of Rs.100)**

Whereas the Indira Gandhi Centre for Career Development, Social Welfare Department (“IGCCD”) has invited Bids from interested parties for **Appointment Of service providers for providing Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE– Bengaluru zone** (“the Assignment”).

Whereas, ....., and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Assignment listed in Letter of Bid in accordance with the terms and conditions of Request for Proposal (TENDER) and other connected documents in respect of the Assignment, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Right/ Contract, during the execution of the Assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Assignment, including but not limited to signing and submission of all applications, Bids

and other documents and writings, participate in Bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Assignment and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....20\_\_

For \_\_\_\_\_ (Name & Title)

For \_\_\_\_\_ (Name & Title)

Witnesses:

1

2

(Executants)



## Annexure 9

(To be typed in 100 Rupees stamp paper)

### CONSORTIUM AGREEMENT

This Consortium Agreement is executed on this..... Day of..... at ..... between at Bangalore.

M/s \_\_\_\_\_ having its registered office \_\_\_\_\_ represented by its \_\_\_\_\_, Mr. \_\_\_\_\_ (herein after called the “Partner-I”/”Lead Partner” which expression shall include its successors, executors and permitted assigns) on one Part:

And

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ represented by its \_\_\_\_\_, Mr \_\_\_\_\_ (herein after called the “Partner – II”/“Second Partner” which expression shall include its successors, executors and permitted assigns) on the Other Part.

The Lead Partner and the Second Partner are collectively referred to as the “Parties” and individually as a “Party”.

Whereas, the Partners agreed to form a Consortium for the purposes of submission of bid in response to the Request for Proposal (hereinafter called ‘RFP’) document No. \_\_\_\_\_ dated \_\_\_\_\_ of Indira Gandhi Centre for Career Development, Social Welfare Department (IGCCD) and to submit bid for the RFP documents for “Appointment Of service providers for providing Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE- Bengaluru zone.

And whereas, the Parties are interested in jointly bidding for the RFP as members of a consortium and in accordance with the terms and conditions of the RFP document in respect of Appointment Of service providers for providing Pre-Recruitment residential training to SC candidates aimed At creating employment opportunities For SC Candidates.

And whereas as per RFP document, Consortium bids shall also be considered by the IGCCD to meet the eligibility criteria of Bidders.

Whereas the RFP bid is being submitted to the IGCCD based on the Consortium Agreement being these presents and submission of documents in accordance with the requirement of RFP document conditions and requirements have been signed by all the Partners and submitted to the IGCCD.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Partners to this consortium do hereby now agree as follows:

1. In consideration of the submission of bid by us and the award of contract by the IGCCD to the consortium, we the Partners to the consortium, hereby agree that the Partner – I shall act as the Lead Partner for self, and for and on behalf of Partner – II and further declare and confirm that we shall jointly and severally be bound unto the IGCCD for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the IGCCD to perform all contractual obligations including technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all Partners of the consortium.
2. The Lead Partner shall be solely responsible for project management and management of works.
3. If the IGCCD is suffered any loss or damage on account of any breach of the contract or any shortfall in the completed equipment, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Lead Partner undertake to promptly make good such loss or damage caused to the IGCCD. The IGCCD shall have the right to proceed against any of the Partners and it shall neither be necessary nor

obligatory on the part of the IGCCD to proceed against the Lead Partner to these presents before proceeding against the second Partner.

4. The financial liability of the Partners to this consortium agreement, to the IGCCD with respect to the any or all claims arising out of the performance or non-performance of the contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Partner.

5. This consortium agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Bangalore shall have exclusive jurisdiction in all matters arising thereunder.

6. In case of award of contract, we the Partners to this consortium agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the IGCCD directly or through Lead Partner from a bank acceptable/ approved by the IGCCD for a value as stipulated in the contract award and such guarantee shall be in the names of Lead Partner of the consortium.

7. It is further agreed that this consortium agreement shall be irrevocable and shall form an integral part of the contract and shall continue to be enforceable till the IGCCD discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

8. No Partner shall assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Partners.

10 This Agreement and all recitals hereto constitute the full understanding of the Partners, relating to the subject matter and Purpose of this Agreement, and may not be amended except by a written instrument signed by the duly authorized representatives of the Partners.

11 Any dispute, controversy or claim or difference of any kind whatsoever arising between the Partners in relation to this Agreement or any related Agreement or other document or the validity, interpretation or breach shall be redressed or settled amicably by Partners through discussion/mediation within 30 days. The aggrieved Partner may approach the Courts in Bangalore after giving due notice to the other Partner, incase of failure to settle amicably.

In witness whereof, the Partners to this consortium agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first above mentioned.

1. Common Seal of

For M/s. \_\_\_\_\_

M/s. \_\_\_\_\_

Name .....

(Signature of authorized Representative)

2. Common Seal of

For M/s. \_\_\_\_\_(Partner-II)

M/s \_\_\_\_\_

Name .....

(Signature of authorized Representative)

**Annexure - 10**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding made on the ... Day of \_\_\_\_ 2024 at Bangalore by and between

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ represented by its \_\_\_\_\_, Mr \_\_\_\_\_, hereinafter referred to as “STRATEGIC PARTNER or FIRST PARTY” which expression unless repugnant to the context shall mean and include its successor in office, administrators and assigns of the first part

And

M/s..... having its registered office at ..... represented by Mr. .... (Designation) ..... hereinafter referred to as “SECOND PARTY”, which expression unless repugnant to the context shall mean and include its successor in office, administrators and assigns of the second part  
The Strategic Partner and the Second Party are collectively referred to as the “Parties” and individually as a “Party.

WHEREAS the Strategic Partner is in the business of providing \_\_\_\_\_.

AND WHEREAS, M/s..... is in the business of .....  
..

AND WHEREAS, the “Strategic Partner” and Second party desire to collaborate for submission of proposal (“Proposal”) to the Indira Gandhi Centre for Career Development, Social Welfare Department (“IGCCD”), in response to the Request For Proposal (“RFP”) to submit a bid for the RFP documents for “Appointment Of service providers for providing Pre-Recruitment residential training to SC candidates who wish to join KARNATAKA STATE POLICE CONSTABLE- Bengaluru zone”, “Project” on terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

- 1. SCOPE AND DELIVERABLES

1.1. SECOND PARTY Deliverables shall inter-alia include the following:

1.1.1. Participation in Project activities and related work tasks, as may be required by IGCCD from time to time;

1.1.2. Project implementation guidance and supervision;

1.1.3. shall make available its technical and business personnel for providing reasonable assistance;

1.2. STRATEGIC PARTER Deliverables shall inter-alia include the following:

1.2.1. Overall Project management, including without limitation, Quality Assurance, Project Planning and Control;

1.2.2. Coordination with "SECOND PARTY" required for the Proposal/ Project;

1.2.3. Administering the contract with the IGCCD;

1.2.4. Quality Control and oversee the day-to-day activities of the Project and other Project-related activities on such terms and conditions as mentioned in the RFP;

1.2.5. Sole and exclusive responsibility of the activities like mobilization funds, employment of manpower and their well being, MIS reporting, Project monitoring and maintainance on such terms and conditions, as mentioned in the RFP;

1.3. Obligations: The obligations of the Parties shall be as under:

1.3.1. Each Party shall designate a liaison contact that shall be responsible for coordinating any cooperative efforts between the parties which are contemplated by this understanding. Either Party may change its liaison contact at any time with prior written notice and intimation;

1.3.2. Each party will conduct all business activities in a manner that does not disparage the reputation, products and services of the other party;

1.3.3. In addition to the forgoing mutual obligations, each Party will undertake all obligations relating to it, as set forth in the RFP.

1.3.4. The Parties declare and confirm here that they shall jointly and severally liable to IGCCD for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the IGCCD to perform all contractual obligations including technical guarantees.

2. SUBMISSION OF PROPOSALS

2.1. The parties will work together to prepare the proposal and submitting the same to IGCCD. “STRATEGIC PARTNER” shall provide all necessary commercial and technical information relating to its portion of the Project;

2.2. The Parties hereby unequivocally agree that “STRATEGIC PARTNER” can be termed as the Lead Consortium Partner, under such circumstances and in terms of the Scheme, “SECOND PARTNER” hereby acknowledges the following conditions:

2.2.1. Providing necessary support to develop the capabilities of FIRST PARTY evaluated based on its reasonable assessment;

2.2.2. Ensuring explicit and adequate oversight and supervision mechanism;

2.2.3. Ensuring full responsibility of the obligation of FIRST PARTY as mentioned in the RFP;

2.3. **Commercials:** The consideration shall be mutually agreed upon between the Parties and shall be determined by the Parties before submission of the proposal. The consideration shall be exclusive of all applicable taxes, duties and levies. TDS shall be deducted at the time of payment, as applicable.

2.4. The equity participation of Parties is:

S.No.	Member of Consortium	Equity Participation
1.		
2.		

### 3. AWARD OF CONTRACT

3.1. Pursuant to submission of the Proposal, if IGCCD awards a contract to Parties herein, the proposed deliverables for the Project and other terms and conditions shall be encompassed on a back-to-back basis with the terms and conditions of the contact between Parties in relation to the Project.

### 4. CONFIDENTIALITY

4.1. **Confidential Information:** As used in this Agreement, the term “Confidential Information” means any and all confidential or proprietary information emanating from a Party’s business, in any form, including but not limited to information relating to the disclosing Party’s past, present or future research, development or business activities, products, services,

marketing strategies and plans, documentation, financial information, customers or supplier details, pricing and other materials.

4.2. Confidentiality: Each party will treat as confidential all confidential information of the other party and shall not disclose such Confidential Information to any third party without the prior written consent of the other party except as may be necessary for the purposes of this Agreement. Without limiting foregoing, each of the Parties will use at least the same degree of care with respect to the confidential information that such party uses to prevent the disclosure of its own confidential information of like importance.

4.3. Exceptions: Notwithstanding the above, neither Party will have liability to the other with regard to any confidential information of the other which the receiving party can demonstrate:

4.3.1. Was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; or

4.3.2. Was known to the receiving party through no breach of any other confidentiality Agreement at the time of disclosure, as evidenced by the receiving party's files in existence at the time of disclosure; or

4.3.3. Was independently developed by the receiving party as evidenced by the receiving party's file in existence at the time of disclosure; or

4.3.4. Is disclosed by the disclosing party to any third party without confidentiality obligations similar to those contained in this Agreement; or

4.3.5. Is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that the receiving party will provide prompt notice thereof to the disclosing party prior to any disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

4.4. Each Party agrees to exercise reasonable care to safeguard the interest of each other to maintain confidentiality, Proprietary information and to prevent the unauthorized use or disclosure thereof by them or any other person.

## 5. LIMITATION OF LIABILITY

5.1. Each Party shall bear all costs, expenses, risks and liabilities incurred by it arising out of or relating to its obligations, efforts or performance under this Agreement. The liability of any Party to any other Party for any claims,



liabilities, actions or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the Agreement of out-of-pocket costs incurred by the other Party under this Agreement, which are not otherwise reimbursed either directly or indirectly by the IGCCD. In no event shall any Party be liable to any other Party for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use or equipment downtime, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the Parties have been advised of the possibility of such damages or loss.

## 6. INTELLECTUAL PROPERTY

6.1. Nothing contained in this Agreement shall be deemed to grant and/or otherwise, create in any Party any right, title, interest, or license in or to any intellectual property including trademarks, trade secrets, inventions, patents, computer software or software documentation of the other Party.

## 7. WARRANTIES

7.1. General: Parties warrant that any products, information or material provided or action taken pursuant to this Agreement will not (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights, or rights to privacy or publicity; (ii) violate any applicable laws, statute, ordinance or regulation including any laws regarding unfair trade competition, anti-discrimination or false advertising

7.2. Disclaimer: Except for the express warranties set forth in this Agreement, STRATEGIC PARTNER and "FIRST PARTY" disclaim all other communication between them, including without limitation, the implied warranties of merchantability and fitness for a particular purpose with respect to any of the products or services subject to this Agreement.

## 8. TERM AND TERMINATION

8.1. Term: The term of this Agreement will be One (1) year from the effective date or the closure of Project that was awarded by the IGCCD pursuant to this Agreement, whichever is later, provided that the Agreement

shall automatically terminate in the event of any of the parties following events occurring:

8.1.1. IGCCD does not award a contract for the Project; or

8.1.2. Mutual Agreement by the parties to terminate this Agreement

8.2. Termination for Cause: Either party may terminate this Agreement forthwith in case of a material breach of this Agreement by the defaulting party if such breach is not cured within a breach cure period of thirty (30) days;

## 9. FORCE MAJEURE

9.1. Unless otherwise provided in this Agreement, the Parties shall not be liable for failures or delays in performing their obligations arising from any cause beyond their control, including but not limited to acts of God, acts of any civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, riots terrorist activities, earthquakes, storms, typhoon and floods.

## 10. EFFECT OF TERMINATION

10.1. The termination or expiration of this Agreement shall not supersede or affect the obligations of the Parties with respect to the protection of Proprietary Information as set forth herein or in any separate Non-Disclosure Agreement between the Parties, which shall survive such termination or expiration and remain in full force and effect.

## 11. NOTICES

11.1. All notices, certificates, acknowledgements or other written communications (hereinafter referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Parties at its address as follows, or to such other address as any Party may, by written notice, designate to the others. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, email and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice.

## 12. RELATIONSHIP

12.1. The parties are independent contractors. Under no circumstances will the employee(s) of one Party be deemed to be employee(s) of the other party.

This Agreement does not grant authority for either Party to act for the other in an agency or other capacity on the behalf of the other party.

13. ASSIGNMENT

13.1. This Agreement shall not be assigned, innovated or otherwise transferred by any party, in whole or in part, without the prior express written consent of the other Party. Any such assignment, novation or transfer by one Party not in accordance with this provision is a material breach of this Agreement and shall be grounds for immediate termination thereof by the other Party and the party/parties in breach shall compensate the other parties for any losses whatsoever caused thereby. The foregoing shall not apply in the event of either party shall change its corporation name or merge with another corporation, which corporation shall be bound by the terms of this Agreement.

14. AMENDMENT

14.1. This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorized representatives of all Parties, specifically referencing the provision of this Agreement to be amended, modified, extended or waived. The failure of any Party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed or deemed as a waiver of the right to assert any of the same at any time thereafter.

15. ENTIRE AGREEMENT

15.1. This Agreement, including all Exhibits hereto which are incorporated herein by reference, constitutes the entire Agreement and understanding between the Parties hereto and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof. For this purpose, the term Exhibits shall include the project proposal documents, the Input proposal documents and any other document(s) which may be made subsequently on mutual Agreement between the Parties.

16. SEVERABILITY

16.1. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

#### 17. RULES & REGULATIONS

17.1. To the extent, the obligations of the Parties hereunder involve access to information classified by the IGCCD as "Confidential" or higher, the provisions of all applicable laws, statutes and regulations shall apply to this Agreement. The provisions of all applicable security and export control laws, statutes and regulations shall also apply hereto.

#### 18. DISPUTE SETTLEMENT

18.1. Any dispute, controversy or claim or difference of any kind whatsoever arising between the Associate Bidder and the Prime Bidder out of or in relation to this Agreement or any related agreement or other document or the validity, interpretation, breach or termination thereof ("Dispute"), including claims shall be redressed or settled amicably by both parties through discussion/mediation within 30 days. Thereafter the aggrieved party may approach the Courts in Bangalore after giving due notice to the other party.

#### 19. GOVERNING LAW

19.1. This Agreement shall be governed by and construed in all respects in accordance with the laws of India.

#### 20. MISCELLANEOUS

20.1. In entering into this Agreement the Parties hereto recognize that it is impracticable to make provisions for every contingency that may arise in the course of their performance and accordingly the Parties hereby declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that none of the Parties shall make undue gains at the other party's expense and that all provisions of this Agreement shall be applied in good faith. If in the course of the performance of this Agreement unfairness to any party is disclosed or anticipated, then the Parties shall use their best endeavors to agree upon

such action as may be necessary and equitable to remove the cause of the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as on the day, month and year first above written.