

**KARNATAKA CHRISTIAN COMMUNITY DEVELOPMENT CORPORATION LIMITED  
(A GOVERNMENT OF KARNATAKA UNDERTAKING)**

**TENDER DOCUMENT**

**TENDER No.: KCCDCL/TENDER/CBTS-1/2025-26**

**DATE OF TENDER: 12.12.2025**

**Providing skill training program-Residential Training in basics of computer & data entry operator beauty and wellness – Bridal makeup & mehndi artist videography & photography, multi cuisine cook (which also includes basics of communication skills, life skills & soft skills) for the unemployed youths of Christian community candidates under Karnataka Christian development corporation limited, government of Karnataka undertaking.**

**KARNATAKA CHRISTIAN COMMUNITY DEVELOPMENT CORPORATION LIMITED  
5/19, 4TH FLOOR, OBLONG BLOCK, UNITY BUILDINGS, MISSION ROAD,  
BENGALURU – 560027, KARNATAKA.**

**Mobile No: 6360753075 :Email: kccdc.ho@gmail.com**

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**SECTION I. LETTER OF INVITATION**

1. MANAGING DIRECTOR, KARNATAKA CHRISTIAN COMMUNITY DEVELOPMENT CORPORATION LIMITED, invites tender from training providers to provide community-based skill training program for unemployed youths of Christian community candidates under community-based training scheme, Bangalore from reputed training Institutions registered in Karnataka.
2. The Training Institute will be selected under Quality Cost Based Selection (QCBS) and Procedure described in this RFP.
3. The RFP Includes the following documents

**Section 1 - Letter of Invitation****Section 2 - Information to Firm/ Training Institute****Section 3 –Technical proposal-standard forms****Section 4- Financial Proposal – Standard Form****Section 5- Terms of Reference****Section 6- Standard Form of contract**

Interested eligible Registered in e-procurement portal bidders can apply & download the bid documents with visiting the website <http://kppp.karnataka.gov.in>

Tender Notification No	<b>KCCDCL/TENDER/CBTS-1/2025-26</b>
Date of Publication of Tender	<b>12-12-2025</b>
Amount Put to Tender	<b>160.00 Lakhs</b>
EMD	<b>Rs.3,20,000/-</b>
Date of pre-Bid meeting	<b>18-12-2025</b>
Last date for Submission of the tender	<b>29-12-2025 04.00 Pm</b>
Date & Time for Opening of Technical Bid	<b>30-12-2025 05.00 pm</b>
Date & Time for Opening of Financial Bid	<b>31-12-2025 (Tentative Date)</b>
Place of opening of Technical bid and Financial bid	<b>KARNATAKA CHRISTIAN COMMUNITY DEVELOPMENT CORPORATION LIMITED. 5/19, 4th Floor, Oblong Block, Unity Buildings, Mission Road, Bengaluru – 560027, Karnataka.</b>
Address for communication	<b>ACCOUNTS OFFICER, KARNATAKA CHRISTIAN COMMUNITY DEVELOPMENT CORPORATION LIMITED 5/19, 4th Floor, Oblong Block, Unity Buildings, Mission Road, Bengaluru – 560027, Karnataka.</b>

## SECTION II - INFORMATION TO FIRMS/ TRAINING INSTITUTE

### 1. INTRODUCTION

The Client named in the “Data Sheet” will select one Training provider those who apply for this TENDER, in accordance with the method of selection indicated in the Data Sheet.

The Firm is invited to submit a Technical Proposal as specified in the Data Sheet (the Proposal) for providing services required for the Assignment named in the Data Sheet. The Proposal will be the basis for a signed contract with the selected Firm.

The Assignment shall be implemented in accordance with the client’s satisfaction before work begins.

The Firm must familiarize themselves with client’s requirements as mentioned in the datasheet and take them into account in preparing their Proposals.

The Firm will provide the inputs specified in the Data Sheet, relevant to the project data and reports.

Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

Firm may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Firm should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose It is GOK’s policy to require that Firm observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Firm (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.
  - (iii) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract.

- d) Will have the right to require that, GOK to inspect firm's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.
- (e) Firm shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub-Para 1.8 (d).
- (f) Firm shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

## 2. **CLARIFICATION AND AMENDMENT OF TENDER DOCUMENTS**

Firm may request a clarification at pre bid meeting called by the client before the Proposal submission date. Any request for clarification must be sent in writing by facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by facsimile or electronic mail to such requests (including an explanation of the query but without identifying the source of inquiry).

At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the TENDER documents by amendment. Any amendment shall be published in the **KPPP Portal** only.

## 3. **Preparation Of Proposal**

Training Institute are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

### **Technical Proposal**

In preparing the Technical Proposal, Service Providers are expected to examine the documents comprising this tender doc. in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, firm must give particular attention to the following:

- (i) The firm has to individually participate for the assignment. No joint venture and consortium is allowed.
- (ii) It is a must that the majority of the number of training centers with infrastructure should be readily owned/ leased/ rented by the firm and should be currently in operation.
- (iii) The firm should have well qualified and experienced faculty, with adequate number of staff to be placed in each center.
- (iv) Proposed Firm must have a minimum experience indicated in the proposal.
- (v) Reports to be issued by the firm as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.
- (vi) Eligible interested candidates should apply through KCCDCL Portal <https://kccdcionline.karnataka.gov.in/> During the registration process OTP will be sent to the candidate's mobile number registered in the Aadhar card

**The Technical Proposal should provide the following information using the attached Standard Forms:**

- a. The bidder should have a registered office located in Karnataka.
- b. The bidder should have a valid PAN and GST Registration.
- c. The bidder should be a private limited company/ Non -Government Organization (NGO)/ Proprietorship/ Partnership Firms. Valid registration copies such as ROC / Trust / Deed etc., to be submitted.
- d. Joint Ventures or consortium are not allowed.
- e. The bidder should have conducted skill development training (of not less than 3 months duration of each job role) in Karnataka for any department under GOK in at least 2 years out of the last 3 years i.e., 2022-23, 2023-24 and 2024-25
- f. The bidder should have a turnover of Rs 300 lakhs in conducting Skill Training for any Govt. Department in Karnataka in EACH of the last three financial years i.e. 2022-23, 2023-24 and 2024-25. **MANDATORY CONDITION**
- g. The bidder (Training Provider) should have Active training center in minimum 5 districts, registered under skill India (with TC number) or under Karnataka Skill Development Corporation
- h. The bidder should have conducted skill training programs for minimum 1000 candidates for any department in Government of Karnataka during the last 3 years from i.e. 2022-23 and 2023-24 and 2024-25. **MANDATORY CONDITION**
- i. The bidder should be registered as training provider under GOI (NSDC/PMKVY) or GOK (Karnataka Skill Development Corporation).
- j. The Bidder should have achieved 70% placement for the 700 candidates trained in the last three years i.e., 2022-23 and 2023-24 and 2024-25
- k. The bidder should have conducted at least 1 Job fairs in Karnataka during the last 3 years from i.e. 2022-23 and 2023-24 and 2024-25
- l. The Bidder should have own/rented/leased skill training centers with infrastructures in at least 5 districts in Karnataka.
- m. Information of each Technical / Non-Technical Staff at each Training Center to be uploaded.
- n. Any additional information requested in Data Sheet.
- o. The Technical Proposal shall not include any financial information.

**Financial Proposal**

1. In preparing the Financial Proposal, Training Institute are expected to take into account the requirements and conditions of the RFP documents.
2. Coaching/Training Institute shall express the price of their services in Indian Rupees.
3. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Training Institute is expected to keep available the key

professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Training Institute who do not agree have the right not to extend the validity of their proposals.

#### **4. General instructions to the bidder**

##### **Target Group**

1. Un employed Christian Youths (Male and Female) in the age group 18 to 35 years
2. Family income less than Rs.6,00,000 per annum /-
3. Resident of Karnataka (as per address in Adhaar card)
4. Qualification - As per the job role selected by the candidate

##### **Training center locations:**

The training is to be imparted in multiple districts of Karnataka

##### **Duration and Certification:**

Course duration - As per the job role. Successful candidates should be issued with a Course completion certificate

##### **Faculties:**

The faculties should be subject matter specialists with industry exposure with adequate experience in the relevant technical domain.

##### **Study materials:**

The course books, prepared by the subject matter specialists will be supplied to each student & acknowledgment of the receipt or course material register shall be given.

##### **Attendance & Documentation:**

Attendance should be captured through Bio Metric Device

##### **Placement:**

A minimum of 70% candidates should be placed after successful completion of the training. Proof of offer letters to be submitted to the department

##### **Assessment and Certification:**

The bidder should conduct assessment through agencies empaneled with KSDC / NSDC. The 3rd party assessment charges amounting Rs 1000 per candidate will be paid separately to the Training provider. The bidder should include this cost in the bidding amount.

##### **Documents to be uploaded:**

1. Aadhar Card Copy for address Proof
2. Caste and income Certificate Issued by the competent authority
3. Passport Size Photo
4. SSLC Marks card

### **Courses offered**

Sl. No.	Courses Offered/ Job role	Qualification Pack Code (As Per Standard of National Skill Development Corporation)	Training hours Including practical	Total Trainees ( approx.)
1	Bridal, Fashion and Portfolio Makeup Artist	BWS/ Q0301	510	100
2	Domestic Data Entry Operator	SSC/Q2212	400	100
3	Camera Operator & Videography	MES/Q0902	720	150
4	Multi-cuisine Cook	THC/Q3006	500	150

**Payment Schedule:** Payments will be paid in three installments:

Installment	Percentage of release	Output Parameters
1 <sup>st</sup>	50%	On commencement of 7 days of Training against all validated candidates and admission of course commencement Documents.
2 <sup>nd</sup>	30%	On completion of training and assessment & certification of the trainees by the Assessment agency.
3 <sup>rd</sup>	20%	(a) On completion of training program with Candidate attendance proof Assessment report Copy of Certificates issued to candidates (b) 70% placement documents (offer letters to be submitted)

### **SUBMISSION, RECEIPT AND OPENING OF PROPOSAL**

The Bid should be submitted through online in KPPP Portal and upload the relevant technical bid documents. On or before the time and date stated in the Data Sheet.



## **5. PROPOSAL EVALUATION**

### **General.**

The client will adopt and follow QCBS method of evaluation (Technical plus Financial) to finalize the successful bidder. (75% for Technical: 25% for Financial)

### **Evaluation of Technical Proposals**

The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. The client will select the firms who have scored a minimum of 70% marks in the technical bid.

### **Security Deposit**

The Firm will be awarded the contract after receiving the performance security deposit @ 5% of the contract value in the form of Bank Guarantee.

### **Confidentiality**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the firm who submitted the proposals or to other persons not officially concerned with the process, until the winning Firm has been notified that it has been awarded the contract.

**DATASHEET**  
**Information to Firm**

1	Name of Client	Managing Director, KARNATAKA CHRISTIAN COMMUNITY DEVELOPMENT CORPORATION LIMITED. (A Government of Karnataka Undertaking)
	The method of selection is:	Quality-and Cost-Based Selection (QCBS)
2	Description of Assignment	Providing skill training program –Residential Training for the unemployed youths of Christian community candidates under community based training scheme from Karnataka Christian Development Corporation Limited, (A Government of Karnataka undertaking)
	Pre-proposal/Bid Meeting conference will be held:	<p>YES  <b>18-12-2025</b>  <b>11.00 Am</b></p> <p>KARNATAKA CHRISTIAN COMMUNITY DEVELOPMENT CORPORATION LIMITED.  5/19, 4th Floor, Oblong Block, Unity Buildings, Mission Road,  Bengaluru – 560027, Karnataka</p> <p>Email: <a href="mailto:kccdc.ho@gmail.com">kccdc.ho@gmail.com</a></p>
3	Technical Proposals are requested	YES
4	The Assignment is phased	YES
5	Number of Phases	TWO (Technical and Financial)
6	Client requirements	Providing skill training program for the unemployed youths of Christian community candidates under community based training scheme
7	Client Inputs	As Mentioned in the ToR
8	The Client envisages the need for continuity for downstream work	YES
9	Clauses on fraud and corruption	As per tender document
10	Clarification of any items of the tender	<p>KARNATAKA CHRISTIAN COMMUNITY DEVELOPMENT CORPORATION LIMITED.  5/19, 4th Floor, Oblong Block, Unity Buildings, Mission Road, Bengaluru – 560027, Karnataka  Email: <a href="mailto:kccdc.ho@gmail.com">kccdc.ho@gmail.com</a></p>
11	Language of proposal	English
12	Validity of Proposal	90 (Ninety) days after submission of proposal
13	Last Date and time for Submission of proposal	As mentioned in calendar of events
14	Currency	All payments will be made in Indian Rupees.
15	Minimum % required to Qualify in technical bid	80%
16	Location for Negotiations	At Clients Office
17	Commencement of Assignment	Within two weeks from the date of award of contract.

**SECTION III –TECHNICAL PROPOSAL-STANDARD FORMS****Technical Eligibility Qualification Criteria:**

Providing skill training program –Residential Training for the unemployed youths of Christian community candidates under community based training scheme **Technical Proposal submission form and evaluation score card**

**ELIGIBILITY CRITERIA:**

1. The bidder who scores a minimum of 80 marks out of 100 from point 1 to 7 will be considered as technically qualified and those bidders' financial bid will be opened.
2. The QCBS methodology (Technical plus financial quote) will be followed by KCCDCL for selecting the final Bidder (Project Implementing Agency) for award of contract. The evaluation will be based on QCBS method. The Technical marks and Price quoted will be given 75:25 weightage respectively.

**3. Technical Eligibility Qualification**

<b>ELIGIBILITY CRITERIA</b>				
<b>Sl. No</b>	<b>Eligibility Conditions</b>	<b>Supporting documents to be uploaded</b>	<b>Score</b>	<b>Maximum Score</b>
1	The bidder should have a turnover of Rs 300 lakhs in each year during the last three financial years i.e., 2022-23, 2023-24, 2024-25 in conducting Skill Training for any Govt. Department in Karnataka	(a) Audited P & L Account and Balance Sheet certified by the Chartered Accountant (b) Turn over certificate with UDIN of the CA for the last 3 financial years (c) ITR for the last 3 financial (2022-23, 2023-24, 2024-25 for all above  (For the financial year 2024-25, provisional P & L and Balance sheet can be submitted)	Not meeting the criteria – 0 marks  Turnover of 300 lakhs in each Year -10 Marks.  Turnover of more than 500 Lakhs in each year – 15 marks	15 Marks
2	The bidder should have been conducting skill development training in Karnataka for any department under GOK in at least 2 years out of the last 3 years i.e., 2022-23, 2023-24 and 2024-25	The bidder should upload at least one work order in each year for minimum 3 Years.	Not meeting the criteria – 0 marks  Meeting the criteria -20 marks.	20 Marks

3	The bidder (Training Provider) should have Active training center in minimum 5 districts, registered under skill India (with TC number) or under Karnataka Skill Development Corporation	The bidders should upload documents in support of these centers, with TC no., address and the job role	Not meeting the criteria – 0 marks  Meeting the criteria -10 marks.	10 Marks
4	The bidder should have conducted skill training programs for minimum 1000 candidates for any department in Government of Karnataka during the last 3 years i.e., 2022-23, 2023-24, 2024-25	The bidder must Upload corresponding work orders	Trained minimum 1000 candidates – 10 marks  Trained more than 1000 candidates = 20 marks	20 marks
5	The bidder should Have conducted at least 1 Job fairs in Karnataka during the last 3 years from i.e., 2022-23, 2023-24, 2024-25 for any department in Government of Karnataka	The bidder must upload Photos of conducting Job fair with bidder company's banner in the background	Not meeting the criteria – 0 marks  Meeting the criteria -10 marks.	10 Marks
6	The Bidder should have achieved 70% placement for the candidates trained in the last three years i.e., i.e., 2022-23, 2023-24, 2024-25	The bidder must upload proof of placement documents from the concerned department officers	Not meeting the criteria – 0 marks  Meeting the criteria -15 marks.	15 Marks
7	The bidder should have own in house developed course book aligned with the curriculum	The bidder should upload the photo of all the book cover page and should physically submit the books during the technical bid opening date	Not meeting the criteria – 0 marks  Meeting the criteria -10 marks	10 Marks

**The bidder who scores a minimum of 80 marks in the technical criteria will be shortlisted for opening the financial bid**

**i) Evaluation of bids:**

- a. The evaluation of the Technical and Financial offers will be based on the QCBS system as per KTPP Act. In the ratio of 75:25 (75 for technical and 25 for Financial)
- b. 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.
- c. The minimum qualifying marks is 80 against maximum marks prescribed 100

**Annexure 1**  
**Bidder Details**

1	Name of the Bidder	
2	R.O.C No. and Date	
3	Office Address	
4	Telephone and Fax Number	
5	GST No.	
6	PAN No.	
7	Name of the Authorized Signatory of the Tender Phone/ Mobile Phone No. Email ID	
8	Name of the Contact person Phone/ Mobile Phone No. Email ID	
9	Status of the Bidder  a) Government Organization/Undertaking, Public/Private Ltd Co, Partnership Training agency, HUF/NGO/NPO  b) Training Institute/University /College	a)  b)

### **Annexure - 3**

#### **Details of experience in conducting training**

[illegible]

## **SECTION IV FINANCIAL PROPOSAL - STANDARD FORMS**

4A. Financial Proposal submission form.

(Not required in e procurement)

4B. Financial Turnover

4C. Financial Bid

**Annexure -4A. FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

FROM: (Name of Coaching/Training Institute) TO: (Name and Address of Client)

Managing Director, KARNATAKA CHRISTIAN COMMUNITY  
DEVELOPMENT CORPORATION LIMITED. ( a Government of Karnataka Undertaking)

Ladies/Gentlemen:

Subject: Hiring of Training Institute' Services for Providing skill training program –Residential Training for the unemployed youths of Christian community candidates under community based training scheme from Karnataka Christian Development Corporation Limited, (A Government of Karnataka undertaking) Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [Amount in words and figures].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of  
Signatory:  
Name of the  
Coaching/Training  
Institute: Address



**Annexure -4B**  
**Financial Turnover**

<< Declaration by Chartered Accountant on Letterhead with his/her dated Sign & Seal >>

To whomsoever it may concern

On the basis of audited financial statements, we hereby certify that <<M/s Entity name>>, having registered office at <<Office address>>, have turnover in past 3 consecutive financial years 2022-23, 2023-24 & 2024-25) of minimum Rs 300 lakh. In each financial year. The details of annual turnover are mentioned below:

**Note:** Bidder may submit unaudited accounts statement of FY 2024-25 duly certified by Chartered Accountant in case accounts have not been audited at the time of submission of proposal

S. No.	Financial Year	Total Turnover (IN INR)
1	2022-23	
2	2023-24	
3	2024-25	

Net worth =

(Must be positive)

Signature of the Chartered Accountant:

UDIN No:

Name:

Contact No:

Seal:

Date:

**Annexure -4C**

**Financial Bid**

Sl	Courses Offered	Job Role	Rate per candidate inclusive of course material, assessment, certificate distribution (Rs)
1	Bridal, Fashion and Portfolio Makeup Artist		
2	Domestic Data Entry Operator		
3	Camera Operator & Videography		
4	Multi-cuisine Cook		

**ANNEXURE**

**Declaration for not being blacklisted**

*Declaration by Bidder on their Letter head*

We, <<M/s Company name>>, having its registered office at <<Office address>>, do hereby Declare that our Company hasn't been blacklisted any time by any State Government/ Central Government / PSU Agencies.

For and on behalf of:

Signature:

Name:

Designation:

(Company Seal)

(Authorized Representative and Signatory)Date



## SECTION V: CONTRACT FOR CONSULTANT'S SERVICES

**Between**

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[Name of Client]

**And**

---

[Name of Consultants]

**Dated :**

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## I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 202\_\_, between, on the one hand, \_\_\_\_\_ (hereinafter called the "Client") and, on the other hand, \_\_\_\_\_ (hereinafter called the "Contractors").

[\*Note: If the Contractors consist of more than one entity, the above should be partially amended to read as follows:

“.....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Contractors' obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called the "Contractors.")”]

WHEREAS,

(a) the Client has requested the Tenderers to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Tenderers, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the Services \_\_\_\_\_

Appendix B: Reporting Requirements \_\_\_\_\_

Appendix C: Key Personnel and Sub-Contractors -----

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Appendix E: Breakdown of Contract Price \_\_\_\_\_

Appendix F: Form of Guarantee for Advance Payments \_\_\_\_\_

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. The mutual rights and obligations of the Client and the Contractors shall be as set forth in the Contract, in particular:

(a) The Contractors shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Contractors in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF

[NAME OF CLIENT]

By (Authorized Representative)

FOR AND ON BEHALF OF

[NAME OF CONTRACTOR]

By (Authorized Representative)



## **I. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

#### **1.1. Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Karnataka;
- (g) "Local currency" means Indian Rupees;
- (h) "Member", in case the Contractors consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Contractors' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the Contractors, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the Contractors or by any Sub-Contractor as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2
- (a) (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Contractors pursuant to this Contract as described in ToR;
- (m) "Sub-Contractor" means any entity to which the Contractors subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) "Third party" means any person or entity other than the Government, the Client, the Contractors, or a Sub-Contractor.

#### **1.2. Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5. Location

The Services shall be performed at such locations as are specified in ToR and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Contractors may be taken or executed by the officials specified in the SC.

1.7. Taxes and Duties

The Contractors, Sub-Contractors and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2. Commencement of Services

The Contractors shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

## 2.5. Force Majeure

### 2.5.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 2.5.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractors shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 2.6. Suspension:

The Client may by written notice of suspension to the Contractors, suspend all payments to the Contractors hereunder if the Contractors fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractors to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractors of such notice of suspension.

## 2.7. Termination

### 2.7.1. By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractors, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Contractors do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after

being notified or within such further period as the Client may have subsequently approved in writing;

- (b) if the Contractors (or any of their Members) become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Contractors are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Contractors (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### 2.7.2. By the Contractors

The Contractors may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- (a) if the Client fails to pay any monies due to the Contractors pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Contractors that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractors may have subsequently approved in writing) following the receipt by the Client of the Contractors' notice specifying such breach;

if, as the result of Force Majeure, the Contractors are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

#### By the Training Provider:

The Training Institute may terminate this Contract, by not less than thirty (30) day's written notice to the Managing Director, Karnataka Christian Development Corporation such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause.

- a. If the Managing Director, Karnataka Christian Development Corporation fails to pay any monies due to the Training Institute pursuant to this Contract and not subject to dispute pursuant to Clause 7 here of within forty-five (45) days after receiving written notice from the Training Institute that such payment is overdue:
- b. If the Managing Director, Karnataka Christian Development Corporation is in material breach of its obligations pursuant to this Contract and has not remedied the same with
- c. in forty-five (45) days (or such longer period as the Training Institute may have subsequently approved in writing) following the receipt by the Managing Director, Karnataka Christian Development Corporation of the Training Provider notice specifying such breach.

Confidentiality:

The Training Provider and their Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Managing Director, Karnataka Christian Development Corporation business or operations without the prior written consent of the Managing Director, Karnataka Christian Development Corporation.

Terms and Conditions of Payment:

Payments will be made in INR to the account of the Training Provider according to the payment schedule stated in this proposal.

2.7.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) any right which a Party may have under the Applicable Law.

2.7.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Contractors shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractors and equipment and materials furnished by the Client, the Contractors shall

proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Contractors:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Contractors:

3.1. General

The Contractors shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractors shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Contractors or third parties.

3.2. Conflict of Interests

3.2.1. Contractors Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Contractors pursuant to Clause 6 shall constitute the Contractors' sole remuneration in connection with this Contract or the Services, and the Contractors shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractors shall use their best efforts to ensure that the Personnel, any Sub-Contractors, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2. Procurement Rules of Funding Agencies

If the Contractors, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Contractors shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Contractors in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3. Contractors and Affiliates not to engage in certain Activities

The Contractors agree that, during the term of this Contract and after its termination, the Contractors and their affiliates, as well as any Sub-Contractor and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 3.2.4. Prohibition of Conflicting Activities

Neither the Contractors nor their Sub-Contractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

#### 3.3. Confidentiality

The Contractors, their Sub-Contractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

#### 3.4. Insurance to Be Taken out by the Contractors

The Contractors (a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

#### 3.5. Contractors' Actions Requiring Client's Prior Approval

The Contractors shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Contractors shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this Contract;
- (b) Not Applicable.
- (c) any other action that may be specified in the SC.

#### 3.6. Reporting Obligations

The Contractors shall submit to the Client the reports and documents specified in ToR, in the numbers, and within the periods set forth in the said ToR.

#### 3.7. Documents Prepared by the Contractors to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Contractors in accordance with Clause 3.6 shall become and remain the property of the Client, and the Contractors shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Contractors may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

#### 3.8. Equipment and Materials Furnished by the Client

Equipment and materials made available to the Contractors by the Client or



purchased by the Contractors with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractors shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Contractors, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Contractors' Personnel and Sub-Contractors

4.1. Not Applicable

4.2. Not Applicable

5. Obligations of the Client

5.1. Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) assist the Contractors and the Personnel and any Sub-Contractors employed by the Contractors for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Contractors, Sub-Contractors and Personnel any such other assistance as may be specified in the SC.

5.2. Services and Facilities

The Client shall make available to the Contractors and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in ToR at the times and in the manner specified in said ToR, provided that if such services, facilities and property shall not be made available to the Contractors as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractors for the performance of the Services, (ii) the manner in which the Contractors shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractors as a result thereof.

6. Payment to the Contractors:

6.1. Lump Sum Remuneration

The Contractor's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-Contractors' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Contractor in carrying out the Services described in ToR. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2. Contract Price



The Contract price is set forth in the SC.

6.3. Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4.

6.4. Terms and Conditions of Payment

Payments will be made to the account of the Contractors and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Contractors of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Contractors have submitted an invoice to the Client specifying the amount due.

6.5. Not Applicable

7. Settlement of Disputes

7.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### III. Special Conditions of Contract

#### 1. General:

- (1) The interested Skill Training Institutions may submit the bid complete in all respects along with requisite documents through e-procurement portal within stipulated date and time through e-procurement portal.
- (2) The Bid documents should contain the particulars of compliance with eligibility criteria for short listing as given in the format at Annexure I
- (3) The conditional bids shall not be considered and will be summarily rejected in very first instance.
- (4) The Competent Authority of the KCCDCL reserves the right to annul all bids and cancel the selection process at any time prior to award of contract without assigning any reason whatsoever.
- (5) This document does not constitute nor should it be interpreted as an offer or invitation for the Contract of Internal Auditor.
- (6) No binding legal relationship will exist between any of the Respondents and KCCDCL until issue of Work Order to the successful bidder and its acceptance thereof.
- (7) A Respondent will, by responding to tender, be deemed to have accepted the terms of this Introduction and Disclaimer.
- (8) This document is meant to provide information only and upon the express undertaking that recipients will use it only for the purposes set above. No representation or warranty, expressed or implied is or will be made as to the reliability, accuracy of the competence of any of the information contained herein. It does not purport to be all inclusive or contain all the information regarding the service to be provided or be the basis of the contract. It shall not be assumed that there shall be no deviation or change in any of the mentioned information herein on roles and responsibilities of service provider. While this document has been prepared in good faith, neither KCCDCL, nor any of its officers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions there from. Any liability is accordingly and expressly disclaimed by KCCDCL and any of their officers even if any loss or damage is caused by any act or omission on the part of KCCDCL or any of its officers, whether negligent or otherwise.
- (9) By acceptance of this document, the recipient agrees that any information herein will be superseded by any subsequent information on the same subject with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and KCCDCL reserve the right, at any time and without advance notice, to change the procedure for the selection of service provider. Accordingly interested recipients should carry out an independent assessment and analysis of the requirement of the information, facts and observation contained herein.
- (10) The Recipients of this document should inform themselves and observe any applicable legal requirement.

- (11) This document constitutes no form of commitment on the part of KCCDCL. Furthermore this document confers neither the right nor any expectation on any party to participate in the tender process. The bidder is responsible for all acts incurred in connection with participation in this process. This tender does not create any obligation on the part of KCCDCL to award a contract or to engage in negotiations. The bidders' participation in this process may result in KCCDCL selecting the bidders to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however signify a commitment by KCCDCL to execute a contract or to continue negotiations. The KCCDCL may terminate negotiations at any point of time without assigning any reason.
- (12) KCCDCL reserve the right to vary/alter/amend the eligibility criteria for the Chartered Accountant at any time, in its discretion, before the last date of submission of proposals.
- (13) The appointed Skill Trining Institutions shall comply with and abide by such instructions that KCCDCL may issue from time to time.
- (14) The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated time shall become the property of KCCDCL and will not be returned.
- (15) The proposal shall be valid for a period of three months from the date of opening of proposals. A proposal valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, KCCDCL may grant consent for an extension of the validity period. The request and responses shall be in writing.
- (16) Once the KCCDCL notifies the successful bidder that its proposal has been accepted, KCCDCL will issue a Work Order to the successful bidder covering the terms and conditions of provisions of service etc., as may be specified therein.
- (17) The respondent shall be liable to maintain secrecy and confidentiality of all the information / data / operations, etc. of KCCDCL.
- (18) Any form of canvassing / lobbying / influence regarding short listing / selection status, etc., will be a disqualification.
- (19) \*\*\*
- (20) \*\*\*
- (21) If there is any violation in the terms & conditions of the company, it has the right to cancel the contract giving One month notice
- (22) If the Firm / Agency violates the terms and conditions of the agreement the Company has the discretionary power to cancel the contract immediately.
- (23) The Training Institute and its personnel shall treat all matters in connection with the Agreement as strictly confidential and undertakes not to disclose, in any manner whatsoever, information, documents, technical data, experience, etc., provided by KCCDCL without the prior written consent of KCCDCL.
- (24) The Training Institute shall at all times cooperate and coordinate with company, with respect to the carrying out of the Services.

## 2. Due diligence by Tenderers

- 2.1. Tenderers may prior to submitting their proposals online, examine the requirements at their own expense and obtain and ascertain for themselves, at their own responsibility and other information necessary for preparing their proposals. Tenderers may prior to submitting the proposal may study the current scenario and get acquainted with the existing system.
- 2.2. Tenderers shall be deemed to have full knowledge of the requirements of the work. KCCDCL will not accept any responsibility or liability for any errors, omissions, inaccuracies or errors of judgment with respect to information or materials provided in this tender document or otherwise, with respect to this project. Although, such information and materials are to the best of KCCDCL's belief, their verification is the sole responsibility of the tenderer.
- 2.3. Neither KCCDCL nor its employees or Contractors make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any tenderer which may arise from or be incurred or suffered in connection with anything contained in this document and the award of the work or otherwise arising in any way from the selection process.

### 3. Tender Validity Period

- 3.1. Each proposal shall indicate that it is a firm proposal and that the proposal will remain valid for a period not less than **Ninety(90) days** from the due date of the submission of the tender.
- 3.2. KCCDCL reserves the right to reject any Proposal, which does not meet this tender validity period requirement.
- 3.3. No change / withdrawal of the submitted proposal shall be allowed once the final date of tender submission is over.
- 3.4. When an extension of the tender validity period is made, tenderers shall not be permitted to change the terms and conditions of their tenders.
- 3.5. The tenderers shall not be entitled, during the period of validity of their offers without the consent in writing of the Purchaser, to revoke or withdraw their tenders or vary in any respect their offer or any terms and conditions thereof. In case of a tenderer revoking or withdrawing his Tender or varying any terms and conditions in regard thereto, without the consent of the Company in writing during the period of validity of his offer, the Company shall debar/blacklist the tenderer and forfeit the EMD.
- 3.6. In addition to this, the tenderer may at the discretion of the Company, be debarred from bidding for a period as may be considered fit by the Company, against any tender that might be invited by the Company in future. The Company will also be within its rights to circulate the information, at its discretion to other prospective purchasers about the tenderer having withdrawn his offer within the validity period.
- 3.7. The tender validity period of the successful tenderer shall be automatically extended

till the date on which the agreement is signed and is in force.

4. Processing fee and Earnest Money Deposit (EMD)

- 4.1. EMD of Rs. 3,20,000/- (Rupees Three Lakh Twenty Thousand Rupees Only) and the processing fee prescribed by e-procurement portal shall be paid electronically in the e-procurement portal through credit / debit card, NEFT / RTGS or OTC.
- 4.2. Processing and any other Government prescribed fee as fixed by the e-procurement, CeG, GoK should be paid by the tenderer through e-procurement platform, GoK in any of the e-payment modes viz., Credit/Debit card/NEFT/RTGS/OTC/Digital Wallet.
- 4.3. Forfeiture of EMD
  - a) The EMD of the tenderer will be forfeited including blacklisting of the company, if:
  - b) If the tenderer withdraws his tender or varies any terms & conditions, without the consent during the period of Tender validity specified by the tenderer; or
  - c) If the tenderer indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s).
  - d) If the tenderer does not accept the correction of its tender price pursuant to identification of arithmetic errors noticed by the tendering authority during the financial bid opening or,
  - e) If the successful tenderer having been notified of the acceptance of its tender during the period of tender validity refuses to accept / execute the order or fails to enter into contract agreement when required; or,
  - f) In the case of a successful tenderer, the tenderer fails within the specified time limit to furnish the required Performance Security.

5. Security Deposit / Bank Guarantee

- 5.1. Within 7 days of receipt of the Letter of Intent, the Successful tenderer shall deposit an amount equivalent to **5%** of the value of contract work order as Security deposit (SD) along with the letter of consent.
  - a) The EMD of the successful bidder will be converted as Security Deposit.
  - b) The balance amount of Security Deposit shall be paid / deposited in the form of DD or through RTGS/NEFT or in the form of unconditional and irrevocable Bank Guarantee in favour of KCCDCL before signing of the agreement.
  - c) In case of breach of contract, Security Deposit shall be forfeited.
  - d) In case of violations of any Act, policies of enforcing agencies of Government or litigation, or if KCCDCL is held liable to pay any claim for losses, damages, etc., on account of negligence, deficiency in skill or care in the performance of

duties by Contractor, the expenses incurred for rectifying such violations or incurred in payment against such claims and for such litigation, will be recovered from Contractor directly or from bills payable or in any other manner, including forfeiture of Security Deposit.

- e) The Security deposit will be held by the company until 3 months after the completion of the work and the same would be refundable to the contractor, only after adjusting the amounts that may be due to the company from the contractor.
- f) In case of violations of any Act, breach of contract, violation of law noticed by enforcing agencies or litigation, the expenses incurred for rectifying such irregularities, inter-alia will be deducted from the running bills available with KCCDCL including forfeiture of Security deposit.
- g) Security Deposit will not carry any interest.

5.2. Not applicable

5.3. Not applicable

5.4. Failure of the successful Tenderer to comply with the requirements of Sub-Clause 5.1 shall constitute sufficient grounds for cancellation of the award and forfeiting the EMD.

6. Contract Tenure:

- a) The period of contract is for as per training schedule from date of issue of work order.
- b) The contract may be extended based on the requirement for the period depending upon the performance on mutual agreement by both the parties on the same terms and conditions. However, KCCDCL reserves the right for extension of the agreement.
- c) The price shall remain fixed during the contract period and no price revision will be entertained whatsoever.

7. Payment Terms and Conditions

- a) As per the the payment clause in the tender document

8. Contract Price:

The contract rate will be same without any change during the entire period of contract.

9. Termination of agreement

The Agreement between KCCDCL and the successful tenderer shall be liable for termination on any of the following grounds:

- a) If the successful Tenderer fails to carry out the work as per terms and conditions of the contract to the satisfaction of the KCCDCL, KCCDCL shall be entitled to terminate the contract and forfeit the security deposit. This however, shall not absolve the

successful Tenderer from his obligation to fulfill the contract. In such event, the KCCDCL shall have the right to complete and / or to get the work completed at the cost and risk of the successful Tenderer and he shall be responsible to pay such cost incurred by the KCCDCL to complete the work and / or to get the work completed.

- b) For any reasons, if it is required, the KCCDCL reserves the right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice to the successful Tenderer and without incurring any responsibility.
- c) Continuous non-availability / poor availability of the successful tenderer to perform the scope of work. Such conduct will attract termination of Contract and complete forfeiture of Security Deposit.
- d) If the successful tenderer is rendered incapable of performing any or all of the terms of the contract either by acts of commission or omission or by operation of law.
- e) Breach of contract, non-performance / dissatisfactory performance, violation of laws or restrictions imposed by the enforcing agencies against alleged unlawful activities and failure to comply with the terms and conditions stipulated in the respective agreement.
- f) KCCDCL may, at its sole discretion and at any time terminate the Contract by giving a month's notice, and inform the Consultants of KCCDCL's decision by written instruction to that effect without assigning any reason whatsoever. Termination could also take place on such breaches as may be specified in the agreement.
- g) In the event of termination of the contract for any of the above stated reasons, KCCDCL will have the right to entrust the contract for the remaining period in the Agreement to any other person/s at the sole cost and risk of the successful tenderer.

#### 10. Indemnity

The Successful tenderer/ Contractor, hereby agrees and undertakes, to indemnify, KCCDCL against any action or proceeding, cost (including reasonable attorneys' fees) or claim, loss or damage, that may arise against KCCDCL, as a result of their failure to;

- a) comply with various statutory requirements,
- b) make any payments,
- c) discharge any of liabilities / obligations,
- d) Any act of commission / omission in the matters.

#### 11. Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the Tenderer or KCCDCL as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a) Natural phenomena such as flood, draught, cyclone, earthquake, pandemic, epidemics and declaration of war.



- b) Acts of any Government, including but not limited to war, declared or undeclared priorities, quantities, embargoes providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- c) The Tenderer will advise, in the event of his having resort to this Clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.
- d) In the event of the delay lasting over three (3) months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Company.
- e) For delay arising out of Force Majeure, the Tenderer will have extension of time to the duration period comes under force majeure. Tenderer shall not be eligible for extra costs like increase in rates, re-mobilization, advance idle charges for labour and machinery etc. for extension period.
- f) If any of the Force Majeure conditions exists in the place of operation of the Tenderer even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- g) The successful tenderer or the KCCDCL shall not be liable for delay in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given through such cause may occur after Tenderer's performance of his obligations has been delayed for other causes.

## 12. Arbitration

### 19.1. Settlement of dispute

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under

- a) 1<sup>st</sup> Stage: Committee formed at the level of Accounts Officer to deal with dispute.
- b) 2<sup>nd</sup> Stage: Committee formed at the level of Managing Director of KCCDCL to deal with dispute.
- c) 3<sup>rd</sup> Stage: The dispute matter referred to Board for its perusal and orders.
- d) 4<sup>th</sup> Stage: Shall be referred and settled under the Arbitration Centre-Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules. The place of Arbitration shall be at Arbitration Centre-Karnataka Bangalore.

### 19.2. Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Karnataka (Domestic & International) Rules 2012

### 19.3. Miscellaneous

In any arbitration proceeding hereunder:

- a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.
- b) the English language shall be the official language for all purposes
- c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third



arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

20. Jurisdiction

The Courts situated within the city of Bangalore alone shall have jurisdiction to decide all disputes and claims that may arise between the parties to the exclusion of any other court/s exercising any jurisdiction over any of the areas within which the quarries are situated.

21. Assignment

The contract is not assignable on either side. Neither party shall at any time, assign, transfer, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

22. Discretion

- a) Managing Director, KCCDCL reserves the right of rejection of all or any of the tenders without assigning any reason thereof.
- b) Managing Director, KCCDCL reserves the right to cancel the tender even after acceptance in case of any violation of the terms and conditions or for any reasons.

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