



GOVERNMENT OF KARNATAKA

SAMAGRA SHIKSHANA KARNATAKA

O/o the State Project Director, New Public offices Annex Building,
Nrupatunga Road, K.R. Circle, Bangalore-560 001

Tender
(2-Bid System)
Tender through e-procurement for

**“PROVIDING SERVICES FOR TRAINING OF ELEMENTARY AND
SECONDARY GOVERNMENT SCHOOL TEACHERS AND TEACHER
EDUCATORS UNDER KARMAYOGI SHIKSHAKA TRAINING
PROGRAMME IN KARNATAKA”**

Address for Communication

Office of the State Project Director
Samagra Shikshana – Karnataka, Nrupatunga Road, K. R. Circle, Bengaluru-01
Website: www.schooleducation.kar.nic.in e-mail : spdssakarnataka@gmail.com

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Samagra Shikshana Karnataka

Dated: 20.12.2022

TENDER NOTIFICATION

Invitation for Request For Proposal (Rfp) under Two Bid System on Government of Karnataka e-procurement platform for “PROVIDING SERVICES FOR TRAINING OF ELEMENTARY AND SECONDARY GOVERNMENT SCHOOL TEACHERS & TEACHER EDUCATORS UNDER THE KARMAYOGI SHIKSHAK TRAINING PROGRAMME IN KARNATAKA”

1.1 Ref. No:

Samagra Shikshana Karnataka (hereinafter called as SSK) intends to ensure that all students at all levels of school education are taught by passionate, motivated, highly qualified, professionally trained, and well equipped teachers. SSK invites proposals from qualified organizations who are affiliated training capsule developers for training personnel on motivation, development of positive attitude and design educational perspective modules for teachers of elementary and secondary school stages. The number of teachers teaching in these stages may vary in due course.

The tender document is available on the website <http://eproc.karnataka.gov.in> and can be downloaded. All subsequent notifications, changes and amendments on the document, if any, would be posted only on the same website within the stipulated date and time. The bidders shall be required to register themselves with the Centre for E-Governance to participate in the bidding process and get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the same website: <http://eproc.karnataka.gov.in>. Necessary training and hands on experience in handling e-procurement system could be obtained from the centre for E- Governance at Bengaluru. Details for help on this aspect could be sought on telephone number 080-46010000 / 080-22631200/ 080-46010000 / 080-22631200 or through e-mail id: support@ihelpdsk.com.

In the event of the date specified for bid receipt and opening, being declared a Government holiday then, the due date for opening of bids shall be the following working day at the time appointed.

1.2 Time schedule of RFP:

The detailed time schedule of the tender is as follows:

Sl. No.	Milestone	Envisaged Schedule
1	Tender amount with GST	Rs.2,55,50,000
2	Date of commencement of RFP on e-procurement platform	20-12-2022
3	Last date and time for receipt of requests for intimation of any Discrepancy in this document, queries, clarifications & Conditions to be addressed.	28-12-2022 15:00 HRS
4	Date of Pre-bid meeting	28-12-2022 15:00 HRS
5	Last Date & Time for receipt of Bids	19-01-2023 17:30 HRS
6	Date and Time of opening of Technical Bids	23-01-2023 11:00 HRS
7	Probable Date and Time of opening of Financial Bids	03-02-2023 11:00 HRS
8	EMD amount payable electronically only	3,83,250/- (Rupees Three Lakhs Eighty three Thousand two hundred fifty Only)
9	Place of opening of bids	Office of the State Project Director, SSK, Nrupathunga road, Bangalore
10	Contract Duration	01 year

1.3 Information on Request for Proposal (RFP)

1.3.1 Proposals in Electronic Form are invited from eligible Organizations to participate in the RFP for providing the services as mentioned in section 4 – Terms of Reference.

1.3.2 The proposal to be submitted along with Earnest Money Deposit (EMD) declaration form as mentioned in 1.3.3.

1.3.3 The successful bidder should submit Performance Security of 5% of the total bid amount in the form of Demand Draft / Bank Guarantee from a Nationalized Bank.

The performance security shall be forfeited in the following cases:

- If the bidder modifies or withdraws the proposal or MOU or Bank Guarantee;
- If the bidder withdraws the proposal during the interval between the proposal due date and expiration of the proposal validity period;
- If the successful bidder fails to provide the performance security and to execute the agreement within the stipulated time or any extension thereof provided by the SSK;
- If any information or document furnished by the bidder turns out to be misleading or untrue in any material respect;
- If the bidder fails to perform as per conditions laid down in tender & MOU.

1.3.4 Though adequate care has been taken in the preparation of this Request for Proposal (RFP) document, the bidder should satisfy himself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned officer immediately (please refer 1.10 for address & contact details of the officer). If this office receives no intimation of discrepancy within the date mentioned in Section-1.2 (Sl.

No. 3) it shall be deemed that the Request for Proposal document is complete and final in all respects.

1.3.5 SSK reserves the right to change /modify/alter/amend any or all of the provisions of this Request for Proposal.

1.3.6 SSK shall have no liability for non-receipt of any communication from the bidder to SSK and vice-versa due to postal delays or otherwise.

1.3.7 SSK reserves the right to accept or reject all or any of the RFP submission without Assigning any reason whatsoever. SSK also reserves the right to postpone, cancel, modify and annul the entire bid process duly notifying on its website or intimating the bidders who submitted the RFP, through an e-mail, as the case may be.

1.3.8 For further details on this RFP and the assignment, bidders can contact the office of the State Project Director, Samagra Sikshana Karnataka, New Public Offices Annex Building, Nrupathunga Road, Bengaluru-560001, Tele No:080-22483040 and Email Id- spdssakarnataka@gmail.com

State Project Director,
Samagra Sikshana Karnataka,
Bengaluru.

2. LETTER OF INVITATION (LOI)

Sir / Madam

You are here by invited to submit Technical and Financial proposal for **“PROVIDING SERVICES FOR TRAINING OF ELEMENTARY AND SECONDARY GOVERNMENT SCHOOL TEACHERS AND TEACHER EDUCATORS UNDER KARMAYOGI SHIKSHAKA TRAINING PROGRAMME IN KARNATAKA”**

2.1 The services for training shall be for a period of 12 months and the training period is 8 months

2.2 The purpose of this assignment is, to get competent and experienced service providers for training to deliver services as mentioned in - TERMS OF REFERENCE

2.3 The Request for Proposal contains the following documents.

- a. Terms of References
- b. Technical Proposal – Standard Form (Appendix-A)

2.4 Tender is invited in 2- bid system , Technical bid and Financial Bid

2.5 In order to obtain more information on the LOI and the assignment, representative of your organization may meet the Officer-in-charge in the Office of the State Project Director, SSK, Nrupathunga Road, Bengaluru, during the office hours.

2.6 A pre-bid meeting open to all prospective bidders shall be held as specified in section 1.2 Sl. no 04 at the State Project Office, SSK, New Public Office, Nrupathunga Road, Bengaluru. The prospective bidders shall have an opportunity to obtain clarification regarding the scope of work, terms of reference, contract conditions and any other pertinent information.

2.7 Eligibility Criteria for Bidders

Organizations eligible to bid for Training of Teachers shall be:

- i. The organization should have a minimum of 10 years of experience in the field of developing training modules and executing training of elementary and secondary stage teachers.
- ii. The organization must have conducted at least 5 training programmes for any Government concern.
- iii. The organization should have trained 5000 trainers directly and 50000 candidates in a cascading mode over a period of the last 3 years.
- iv. The organization should have developed at least 10 exclusive innovative and creative intrinsic capacity building modules.
- v. Minimum financial turnover should be Rs.9 crores annually.

The following minimum criteria are mandatory:

Sl. No	Criteria	Minimum requirement to be satisfied	Please attach documentary proof in	Mandatory / non-mandatory / Desirable
1	Format For Power of Attorney for Signing Of Proposal	On Rs.100/- stamp paper	Appendix-B	Mandatory

2	No. of years of Existence(Pan India) (as on 31-03-2022)	One Office (either head office / branch office) in Karnataka	Appendix-C	Mandatory
5	Presence in Karnataka (Head Office / Branch Office)	Five years	Appendix-C	Mandatory
6	Certificate of Incorporation	Company registration certificate.	Appendix-C	Mandatory
7	Company PAN number	Xerox copy of PAN card.	Appendix-C	Mandatory
8	GST registration Certificate	Xerox copy of GST registration certificate	Appendix-C	Mandatory

The above documents are mandatory. If the bidder fails to submit any one of the above valid documents, the bid shall be disqualified.

The bidder shall be single entity. No Franchisees or Consortium shall be permitted.

2.8 The “**TECHNICAL PROPOSAL**” should include the bidder’s expertise in preparing training modules to train teachers of Elementary and Secondary stages and teacher educators.

The “**TECHNICAL PROPOSAL**” should include the following. All the documents should be signed by the Authorized representative of the Organization along with duly attested by Notary or any Gazette Officer.

Appendix A: Technical Proposal – Covering Letter
Appendix B:Format For Power of Attorney for Signing Of Proposal
Appendix C : Details of Bidder
Appendix-D: Financial Standing - Annual Turnover
Appendix-E: Financial Proposal Submission Form

2.9 FINANCIAL PROPOSAL:

The bidder has to quote for service charges in rupees in e-procurement portal only in the column provided. Charges should be quoted as per the services rendered as listed in the Services considered for Payment. Uploading of any other financial proposal manually is strictly prohibited & shall not be considered.

2.10 BRIEF DESCRIPTION OF BIDDING PROCESS

- 1) SSK intends to follow a single stage, two bid process for selection of the successful Bidder for the Project.
- 2) **Documents Constituting the Tender (Two Bid):** The tender (two Bids) prepared by the Bidder shall comprise of the following components i.e. Technical Bid and Financial Bid. Both shall have to be submitted online in the formats available in the e-portal.
- 3) **Technical Bid:-**
 - a) Attested Scanned images of all the Documents listed in this document shall form the technical bid.
 - b) It may be noted that the uploaded documents shall establish the fulfillment of the qualification criteria as explained in this bid document.
- 4) **Financial Bid:-** The Price Schedule which forms the Financial Bid shall be submitted Online in the provided manner. The bidders should quote their costing Rupees of the schedule which shall be the only consideration for qualifying Bidder.

2.11 Opening of Technical & Financial Proposals:

The technical proposals shall be opened by the State Project Director, SSK, Bengaluru or her authorized representative in her office on the date specified in section 1.2 in the e-form. It may please be noted that the Financial Proposal containing the detailed price offer shall be opened after completion of technical evaluation.

2.12 Evaluation:

a) Technical evaluation:

1. The technical proposals shall be evaluated based on the documentary proofs provided by the bidder. The Proposal shall be rejected at this stage if it does not respond to important aspects of the terms of Reference.

b) Financial proposal:

1. Financial proposal shall be for providing the training services for Karmayogi Shikshak training programme for elementary and secondary schools teachers.
2. Eligible bidders shall be selected based on the financial proposal that is submitted
3. The bidder who has quoted the lowest proposal among the eligible bidders shall be selected for award of contract as per Karnataka Transparency in Public Procurement Act & Rules (KTPP Act & Rules)

c) Award of Contract:

The Contract shall be awarded and the tenderer shall issue the work order as per which the bidder shall have to commence the work.

d) Earnest Money Deposit: (EMD)

1. EMD shall be paid as per the notification in the e-procurement portal and in the E-proc portal only.
2. EMD shall be forfeited in case
 - a) The Bidder fails to provide Performance security /EMD
 - b) The bidder has submitted any forged/false documents relevant to the claims made under proposal submission.
 - c) The bidder is involved in unfair practices or tries to influence the tender process by any means
 - d) The successful bidder fails to submit Bank Gaurantee to the office of State Project Director within 15 days of the letter of acceptance.

2.13 Please note that the State Project Director, SSK, Bangalore, is at full liberty to reject the LOI without assigning any reason.

- 2.14** The State Project Director reserves the right to modify or cancel or add any clauses or conditions under TOR or General Contract Conditions at any point of time during the period of contract. The State Project Director's decision is final in case of any dispute.
- 2.15** The successful bidder shall be required to furnish Performance Security in the form of Demand draft / Bank Guarantee equal to 5% of the contract value. Successful bidders are required to execute an agreement with the State Project Director, Samagra Shikshana Karnataka, Bengaluru.
- 2.16** You are requested to hold your proposal valid for 90days from the date of submission without changing the financial proposal for the assignment. The State Project Director, SSK, Bengaluru shall make best efforts to select a bidder within this period.
- 2.17** If any claim made or information provided by the bidder in the bid or any information provided by the bidder in response to any subsequent query by SSK, is found to be incorrect or is a material misrepresentation of facts, then the bid shall be liable for rejection.
- 2.18** The payment under this assignment shall be subject to normal tax liability in India.

2.19 AVAILABILITY OF TENDER DOCUMENT

In the e-procurement portal <https://eproc.karnataka.gov.in>

- 2.20** All subsequent notifications, changes and amendments on the tender document would be posted only on the **e-procurement portal** viz<https://eproc.karnataka.gov.in>

- 2.21 PROPOSAL DUE DATE** - The proposal should be uploaded on or before 19.01.2023, before **17.00hrs**

State Project Director,
Samagra Shikshana Karnataka, Bangalore

TERMS OF REFERENCE

“PROVIDING SERVICES FOR TRAINING OF ELEMENTARY AND SECONDARY GOVERNMENT SCHOOL TEACHERS & TEACHER EDUCATORS UNDER THE KARMAYOGI SHIKSHAK TRAINING PROGRAMME IN KARNATAKA”

It is imperative to invest in the preparation of teachers, so that the future of the State is secure. The importance of competent teachers to the State's school system can in no way be overemphasized. The National Education Policy 2020 places demands and expectations on the teacher, which need to be addressed by both initial and continuing teacher education. It is well known that the quality and extent of learner achievement are determined primarily by teacher competence, sensitivity and teacher motivation.

In view of this, the state intends to empower the teaching community in the school education sector, and translate the NEP's stated goals into reality. With this the State aims to re-awaken the pride of the teachers, impact student learning, ensure high quality school governance and in general evolve a quality school system.

3.1 Objectives:

1. Implement the Karmayogi Shikshak programme with an aim to reawaken the Pride of Teachers, impact student learning ensure high quality school governance and in general evolve quality school system.
2. To ensure that all students at all levels of school education are taught by passionate, motivated, highly qualified, professionally trained, and well equipped teachers

3.2 Scope of work:

1. Develop a 2-days core teacher motivation module with a combination of intrinsic and extrinsic factors, which further improves professionalism and self-esteem of a teacher having a direct impact on motivation and confident classroom delivery.
2. Teachers' personal beliefs and contextual factors play a critical role in how they are motivated. Teacher motivation is also closely related to several variables in education such as student motivation/learning, the teacher's own practice, the working environment in the school, support from the functionaries, curricular expectations, and their ability to fulfil them and so on. The overall design of the program on teacher motivation shall need to be designed based on the FGD conducted by the DSERT.
3. Design a programme which is tuned to the needs of about 2,00,000 teachers as per NEP in three stages- Teachers handling classes 1-5, teachers handling classes 6-8 and teachers handling classes 9 to12
4. Support in providing a dynamic professional learning approach that shall help build capacity of teachers for sustained positive outcomes and make them feel the pride of being an Indian Teacher .

5. The module should ensure professional development of teachers, help gain proficiency in active learning and the inclusive approach to quality education that supports every child's individual needs and interests.
6. Design a 5-days training delivery system for MRPs through which the quality of training is ensured, and the trainers are able to deliver high-quality training to teachers.
7. Support the roll out of the face-to-face Karmayogi Shikshak training to all teachers in a cascading mode.
8. Design educational perspective modules focused on the aims of education that make the teachers understand their need to engage children in experiential learning and ensure attainment of age-appropriate learning outcomes.
9. DTP, Design, Print and Supply of All MRPs/Teacher/Teacher Educator Training Modules to the districts across Karnataka.
10. Development of APP for tracking the process of training. 'App' here means online web application and mobile apps for android and IOS handholds.
11. The developed program shall be handed over to the Department, for use by the department when needed.

3.3 Eligibility Condition:

Organizations eligible to bid for providing services to train teachers and teacher educators shall be:

1. Organisations that have a minimum of 10 years of experience in the field of developing training modules and executing training of elementary and secondary stage teachers.
2. Organisations must have provided the similar kind of service and conducted at least 5 training programmes in education sector for any Government Departments or its undertakings or any Central Government Departments or its undertakings within India.
3. Organisations that have trained 5000 trainers directly and 50000 candidates in a cascading mode over a period of the last 3 years.
4. Organisations that have developed at least 10 exclusive innovative and creative intrinsic capacity building modules.
5. Organisations that have a minimum financial turnover of Rs.9 crores annually

3.4 Roles & Responsibilities:

Role of Bidder

1. Design and development of Module for Elementary school Teachers
2. Design and development of Module for Secondary school Teachers
3. Design and development of Module for MRP training of Elementary school teachers
4. Design and development of Module for MRP training of Secondary school teachers
5. Design and development of Module for training of Teacher Educators

6. Design and development of Module for MRP training of Teacher Educators
7. DTP, Design, Printing and Supply of Modules to districts
8. Support and Monitor Roll out of training for all Level MRPs Elementary, Secondary, PU teachers and Teacher Educators.
9. Development of APP as described in the scope of work (3.2 and 3.6) for tracking the process of training
10. Identification of National and State level Qualified Resource Persons with at least 30% or more Resource Persons who have worked for National Level Academic Projects, to design and develop the modules for MRP and Teacher Training of Karmayogi Shikshak Training Programme.
11. Periodic reporting of the work in progress.

Role of DSERT:

1. Identification of Teacher Needs after a focus group discussion.
2. Review the design of all the training modules for approval by the State Project Director, SSK, Bengaluru.
3. Review the developed MRP and Teacher Training Modules for approval by the State Project Director, SSK, Bengaluru.
4. Support in providing Qualified Resource Persons from the state who have worked for State level and National level Academic Projects to design and develop the Modules
5. Providing the list of Elementary, Secondary and P U Teachers and MRPs for roll out of the training programme
6. Ensuring high quality in the design and development of Training Modules
7. Ensure that the security norms of Data Use is complied

Role of SSK:

1. Approval of all the training modules
2. Approval of the developed MRP and Teacher Training Modules
3. Ensuring high quality in the design and development of Training Modules
4. Coordinate with Center for e-Governance for deployment of App.
5. Ensure that the security norms of Data Use is complied.
6. Milestone -wise payment.

3.5 DTP, Design, Printing and Supply of Modules to districts

1. The work relating to supply of all training modules should be executed without any delay as per the implementation schedule mentioned in this document.
2. Quality Parameters and Specifications

The following quality parameters with tolerance limits prescribed are required to be strictly adhered to by the Bidders

No.	Particulars	Specifications
1	Title	Training Modules for a) Elementary Teachers b) Secondary Teachers c) Teacher Educators d) All MRPs (Ele/Sec/TE)
3	Size	21 x 27.5 cm
4	Pages	a) Appox.100 pages for teacher training module b) Appox.200 pages for MRP training modules
5	Paper & GSM	80 GSM of maplitho for inner page and 190 GSM of one side coated board for cover page with UV coating
6	Colour	Single colour for all training modules
7	Binding	a)Center pinning for Teachers training module b)Perfect binding for MRP training modules
8	Packing	As per the instructions given in the work order.
9	Distribution	Distributed to the 34 districts of Karnataka and State Project Office
10	Quantity	As per Appendix-N
11	Information for DTP with alignment, proof reading, Printing and supply	As designed and developed by the service provider

- i. Printing should be error free with uniform inking of sufficient colour.
- ii. The texts should be legible and readable.
- iii. The printed illustrations should be clear and well defined.
- iv. The printing should be free from defects like offsetting, smudging, tilting, mis-register, scrumming, slur, ragged print and any other printing error
- v. The material should be in conformity with the approved dummy.

Method of quality Checking

- **Sample check of paper**
The sample of the paper to be used for printing and supply, shall be submitted to this office on or before 19.01.2023 is mandatory
- **Pre- delivery Quality Check**
The quality inspection of 5% Materials may be tested at the point of production to ensure that prescribed quality materials only are used and machines that are in good condition are adopted and the manpower engaged has the required technical skills. It is the responsibility of the bidder to provide the proof to establish this.

Post – Delivery Check

1 set of all Training modules shall be randomly selected from any District for quality test. The quality test shall be carried out by the authorized quality testing and certifying agency. The materials shall be tested for the specified parameters mentioned in Quality parameters and specifications of the tender document. If the defects are found in more than 25% of the quantity inspected, then it shall be construed that the lot is defective beyond the tolerance limits and it shall be rejected. Then it shall be the responsibility of the bidder to conduct testing of the complete lot and then replace the defective materials and shall invite the tenderer for the quality inspection.

SCHEDULE OF PLACE OF DELIVERY

The training modules shall have to be supplied to 35 districts in the state. The actual number of training modules to be supplied to the delivery points shall be provided as “**Distribution List**” along with the Work Order.

3.6 Development of Web Portal and App

1. Development of APP for tracking the process of training. ‘App’ here means online web application and mobile apps for android and IOS handholds. App should cover all the aspects of training process with dashboard and analytical reports for all the levels like State, District, etc. Functionality and features of the App should be demonstrated and get approval from State Project Director before deployment of the application. App should be deployed only in the State Data Center. Software and Hardware requirements for the App should be informed well in advance. SQL Server or MYSQL Database may be preferred. App and database administration and maintenance shall be the responsibility of the bidder. Bidder should obtain Safe to host certificate and the SSL certificate, valid till the contract end, from the Center for e-Governance approved vendors. Data should not be stored other than State Data Center and should adhere to the Terms and conditions laid down by the Center for e-Governance for hosting the App. App should be developed and deployed within the time frames as required for the training purpose. Bugs, if any, should be fixed immediately as and when reported. Data, other than the reports, to be provided to the department as and when required within stipulated time. Data should not be shared without prior approval from the State Project Director. Confidentiality of the data should be strictly followed. Training on use of the APP should be provided to the end users. No bidder information should be displayed in the APP or any reports. After the validity of the contract period Bidder should handover the database, software, with source code, and relevant documents and knowledge transfer to the department and department shall be the owner of the App and all the relevant copy rights.

3.7 Payment against deliverables

Sl. No	Service Details	Milestones	Payment
1.	After approval of the design of all 6 modules for Karmayogi Shikshak training Programme	30 days	10% of the total contract value
2.	Development of Karmayogi Shikshak training module for school teachers/teacher educators and MRPs	90 days	20% of the total contract value
3.	DTP, Design, Print and Supply of All MRPs/Teacher/Teacher Educator Training Modules to the districts across Karnataka.	120 days	20% of the total contract value
4.	Launch and training of the use of the App of Karmayogi Shikshak Programme	120 days	5% of the Total Contract Value
5.	Roll out and Completion of 5-days MRP training for training elementary and secondary teachers and teacher educators	180 days	5% of the Total Contract Value
6.	Roll-out and Completion of training to elementary and secondary teachers and Teacher Educators	240 days	5% of the total contract value
7.	Assessment of the impact of the programme	300 days	5% of the Total Contract Value
8.	After completion of training and submission of required reports to SSK	End of the contract	30%of the Total Contract Value

3.8 Financial Norms: The Payment as per the above schedule shall be made only on completion of the specified tasks as per the requirement and approval from SSK.

3.9 Penalty for the delay of deliverables:

1. The tenderer shall penalise the service provider if he fails to complete each milestone. For each day of delay in each milestone an amount of Rs.1000 shall be levied as penalty till the completion of the milestone.
2. Even in the case of delay caused, if the bidder is able to justify the delay appropriately and if agreed by State Project Director, SSK, Bengaluru then the penalty may be reduced appropriately at the discretion of the State Project Director, SSK, Bengaluru.
3. The penalty amount thus levied shall not cross more than 5% of the Performance Security submitted by the service provider.
4. In case the penalty is touching the 5% Performance Security it shall result in termination of contract and forfeiting of Performance Security submitted by the service provider.

3.10 Mode of Payment: Payment shall be made in Indian Currency.

3.11 Confirmation of Standards:

1. The Module shall be developed by highly qualified professional Educators /Trainers. The list of which shall be vetted and approved by SSK.
2. The team designing the module shall have resource persons from both National and State level with 30% or more National Level resource persons.

GENERAL CONDITIONS OF CONTRACT

4.1 General provisions

4.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings;

- i. “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;
- ii. “Effective Date” means the date on which this Agreement comes into force.
- iii. “Agreement Price” means the price to be paid for the performance of the services,
- iv. “Government” means the Government of Karnataka;
- v. “Local Currency” means Indian Rupee;
- vi. “Department” means Department of School Education and Literacy.
- vii. “SSK” means SAMAGRA SHIKSHANA KARNATAKA.
- viii. “SPD” means State Project Director
- ix. “SPO” means State Project Office.
- x. “RFP” means Request for Proposal.
- xi. “GCC” means General Conditions of contract.
- xii. “Party” means the client or the training providers as the case may be, and parties means both of them
- xiii. “Services” means the work to be performed by the Training providers pursuant to this agreement.
- xiv. “ Service Provider” means the provider of services for the implementation of the Karmayogi Shikshak Programme
- xv. “TIA” means tender inviting authority called tenderer is the State Project Director, SSK, Bengaluru
- xvi. “ TSC” means Tender Scrutiny Committee, a committee headed by the State Project Director, SSK, Bengaluru
- xvii. “TAA” means the Tender Approving Authority, is the State Project Director, SSK, Bengaluru
- xviii. “TAA” ” means the Tender Appellate Authority, is the Principal Secretary, Department School Education and Literacy, Government of Karnataka

4.1.2 Law governing the contract

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

4.1.3 Language

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

4.1.4 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, or facsimile to such party at the address specified in the tender document.

4.1.5 Location

The services shall be performed at such locations as are specified by the tenderer.

4.1.6 Authorised Representative

Any action required or permitted to be taken and any document required or permitted to be executed under this contract by the tenderer or the service provider may be taken or executed by the officials specified by the tenderer and the service provider.

4.1.7 Taxes and Duties

The bidders and their personnel shall pay taxes, duties, fee 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. The GST shall be paid to the service provider as per the prevailing rates/ slabs during the payment after necessary statutory deductions.

4.1.8 Effectiveness of Contract

This contract shall come into effect on the date the contract is signed by both parties and such other latter dates as may be stated by the tenderer.

4.1.9 Commencement of Services

The successful bidder shall begin carrying out the services within fifteen (15) days from the date of receiving work order, or at such other date as may be specified by the tenderer.

4.1.10 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. The decision of SPD, SSK is final and binding on all the bidders.

4.1.11 Force Majeure

For the purpose of this contract “Force Majeure” mean 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.

4.1.12 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 in-so-far 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.

4.1.13 Termination

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

- a. If the service provider fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the tenderer.
- b. If the service provider fails to perform any other obligation(s) under the Contract.
- c. Has abandoned or repudiated the Contract;
- d. Has without valid reason failed to commence work on the project promptly;
- e. Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- f. If the service provider, in the judgment of the tenderer has engaged in corrupt or fraudulent practices or obstructing practices in competing for or in executing the Contract.

In the event the tenderer terminates the Contract in whole or in part, the tenderer may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the service provider shall be liable to the tenderer for any excess costs for such similar services. However, the service provider shall continue the performance of the Contract to the extent not terminated.

4.2 Obligations of the Service Providers

4.2.1 General

The Bidders shall perform the services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. Shall also observe sound management practices and employ appropriate advanced technology and safe methods. The service provider shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the tenderer, and shall at all times support and safeguard the tenderer’s legitimate interests.

4.2.2 Conflict of Interests

4.2.2.1 Bidders not to benefit from commissions, discounts, etc.

The remuneration of the service provider pursuant to clause.6 hereof shall constitute the service provider sole remuneration in connection with this contract or the services and the service provider 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 here under, and the service provider shall use their best efforts to ensure that any partner as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

4.2.2.2 Prohibition of conflict activities

The service provider shall not engage, and cause their personnel as well as their partner and their personnel not to engage, either directly or indirectly, in any of the following activities.

- a) During the term of this contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this contract
- b) After the termination of this contract, such other activities as may be specified in the TOR.

4.2.3 Confidentiality

The service provider and their personnel or 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 tenderer's business or operations without the prior written consent of the tenderer.

4.2.4 Documents prepared by the service provider to be the property of the tenderer.

All reports, other documents and software prepared by the service provider for the tenderer under this contract shall become and remain the property of the tenderer, and the service provider shall not later than upon termination or expiration of this contract, deliver all such documents to the tenderer, together with a detailed inventory thereof. The service provider may retain a copy of such documents and software.

4.3 Service provider personnel and Providers

The service provider shall employ and provide such qualified and experienced personnel as are required to carry out the services as per the Terms of Reference.

4.4 Payments to the Bidders: Currency of payment:

All payments shall be made in Indian Rupees.

4.5 Settlement of Disputes:

4.5.1 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 thereof.

4.5.2 Dispute Settlement:

- a) In case of Dispute or difference arising between the tenderer and service provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- b) Arbitration proceedings shall be held at Bengaluru, Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) The decision of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings shall be as determined by the Arbitrator and paid equally by the parties to the arbitration. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party themselves.

4.6 Debarment/Black listing

SSK reserves the right to black-list or debar any service provider due to any act of omission or commission or fraudulent act indulged or caused to be indulged by such service provider in the course of bidding process and/or in the execution or performance of any contracts, which may be awarded to the service provider pursuant to the tender provided however, that SSK shall be obliged to allow an opportunity of being heard to such service provider before any order of black-listing/debarment could be passed. Any such order of black-listing/debarment that may be passed by SSK shall be without prejudice to other rights of actions available to the SSK against the service provider under the tender terms & conditions.

APPENDIX - A

TECHNICAL PROPOSAL –COVERING LETTER
(On the Letter head of the Bidder)

Date :

To,
The State Project Director,
SamagraSikshana– Karnataka,
New Public Offices Annex
Nrupatunga Road
Bangalore – 560 001

Sir,

Sub: “

Being duly authorized to represent and act on behalf of
..... (hereinafter referred to as “**service provider**”), and having reviewed and fully understood all of the proposal requirements and information provided, the undersigned hereby submits the proposal for the project referred above.

We confirm that our Proposal is valid for a period of 1 year from
(Proposal due date)

Yours faithfully,

.....
(Signature of the Authorized Signatory of Bidder)

.....
(Name and designation of the Authorized Signatory of Bidder)

APPENDIX - B
FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL
(On Rs. 100/- stamp paper)
POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr./Ms. (name and residential address) who is presently employed with us and holding the position of as our or attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging providing services for the Karmayogi Shikshak Training Programme of all documents and providing information / responses to the Samagra Sikshana Karnataka, representing us in all matters before Samagra Sikshana Karnataka and generally dealing with Samagra Sikshana Karnataka in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be deemed to have been done by us.

These powers are granted by us and shall remain in force till the end and expiry of the contract period and the fulfillment of contractual obligations and liabilities.

For

.....
(Signature)

.....
(Name, Title and Address)

Accepted

.....
(Signature)

.....
(Name, Title and Address of the Attorney)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same be under common seal affixed in accordance with the required procedure. The Power of Attorney should be on a stamp paper of Rs.100/-.
2. Also, wherever required, the service provider should submit for verification the extract of the charter documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In the event of PA holder leaves his employment, the power of attorney should be given to the person filling his place without lapse of time.

APPENDIX – C
DETAILS OF SERVICE PROVIDER

1. Name of Organization	
2. Legal Constitution of service provider (Public Limited / Private Limited / Society / Trust / Association)	
3. Name of Registering Authority	
4. Date of incorporation and /or commencement of business (Copy of the same to be provided)	
5. Registration No.	
6. Place of Registration	
7. Address of Head Office / Registered Office (Proof of Address to be provided)	
8. Address of Karnataka Office with contact details (Proof of Address to be provided)	
9. Name, Designation, Address and Phone Nos. of Authorised Signatory of the Bidder:	
a. Name	
b. Designation	
c. Company	
d. Address	
e. Telephone no.	
f. Fax no.	
g. Mobile No.	
h. E-mail address	
10. Details of individual who shall serve as the point of contact / communication for SSK:	
a. Name	

b. Designation	
c. Company	
d. Address	
e. Telephone no.	
f. Fax no.	
g. Mobile No.	
h. E-mail address	
11. Company PAN number (Copy to be annexed)	
12. GST registration number(Copy to be annexed)	
13. Latest copy of GST returns	
14. Copy of IT returns of the previous 3 Assessment years	

For and on behalf of:

(Company Seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

Note:

Attach original scanned copies.

APPENDIX-D

FINANCIAL STANDING - ANNUAL TURNOVER

Certificate from the Statutory Auditor regarding Annual Turnover of the service provider in the preceding 3 Financial Years.

Based on its books of accounts and other published information authenticated by it, this is to certify that _____ (name of the service provider) annual Turnover for the last 3 years is noted below:

Financial year ending 31st March	Annual Turnover From Training Operations (in Rs. Lakhs)	Total of 3 years
2020		
2021		
2022		

Or

Financial year ending 31st March	Annual Turnover From Training Operations (in Rs. Lakhs)	Total of 3 years
2020		
2021		
2022		

Name of the audit firm/ Chartered Accountant:

Seal of the audit firm:

(Signature, name and designation and registration Number of the Chartered accountant)

Date:

Note:

Please provide certified copies of Audited Financial Statements of the firm for the immediately preceding three financial years and copies of income tax returns for the last 3 years.

APPENDIX-E

FINANCIAL PROPOSAL SUBMISSION FORM

SUMMARY OF COSTS- *Only for reference*

(To be submitted through e-portal only)

Sl. No.	Description	Bidder financial quote in Rs.
1.	Design and development of Module for Elementary school Teachers	
2.	Design and development of Module for Secondary school Teachers	
3.	Design and development of Module for MRP training of Elementary school teachers	
4.	Design and development of Module for MRP training of Secondary school teachers	
5.	Design and development of Module for training of Teacher Educators	
6.	Design and development of Module for MRP training of Teacher Educators	
7.	DTP, Printing and Supply of Modules to districts as per the number and specifications given in Appendix N of Tender Document	
8.	Support and Monitor Roll out of training for all Level MRPs, Elementary, Secondary teachers and teacher educators as per Appendix N.	
9.	Development of Web Portal and App as specified in clause 3.6 of Tender document	
10.	Assessment of the impact of the programme	
Total amount Excluding GST		
Total amount Including GST		

Note:

1. The bidder shall quote their financial bid as reasonable and feasible by considering all the necessary expenditure incurred for providing this service.
2. The bidders shall submit the detailed break up cost of amount quoted in the tender in e-procurement. The break up cost and amount quoted in the tender should be one and the same. If difference is found out, the lowest amount shall prevail.

APPENDIX -F

Format for Anti-Collusion & Eligibility Certificate (On the Letterhead of the Bidder)

We hereby certify and confirm that in the preparation and submission of our Proposal for providing services for training of elementary and secondary government school teachers and teacher educators under Karmayogi Shikshak training programme in Karnataka, we have not acted in concert or in collusion with any other Bidder or other person(s) and not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor shall offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

We further confirm that we have not been barred by any Department, Government of Karnataka/any other State Governments in India/any agencies of GOK or any other state Government, and thereby have not been proven ineligible to bid.

Dated this Day of, 2023

.....

(Name of the Bidder)

(Signature of the Authorized Person)

(Name and designation of the Authorized Person)

APPENDIX -G

FORMAT FOR STATEMENT OF EXPERIENCE

Name of the Firm.....

Financial Year from 2019-20 ,2020-21,2021-22

Sl. No.	Year	Order for Services placed (Full address of Client)	Order No & Date	Description of services	Value of order	Date of Completion of delivery		Remarks Indicating reasons for late delivery if any	Has the supply been satisfactory ? (Attach a certificate from the Tenderer/ Consignee)
						As per Contract	Actual		

Signature & Seal of the bidder

The above statement shall be supported by

1. A certificate issued by the Client clearly stating the scope of the project, cost of the project and date of successful completion.

APPENDIX -H

Format for Statutory Auditor Certificate for Project Experience of providing services for training of elementary and secondary government school teachers and teacher educators under Karmayogi Shikshak training programme in Karnataka

Date:

We have verified the annual accounts and other relevant records of M/s.....(Name of the Bidder) and certify that M/s.....(Name of the Bidder) had been appointed for the purpose of (Name of the project)

We have also scrutinized the documents made available to us for the said project and certify the following years (2019-20, 2020-21 and 2021-22)

Date of commencement of the project	Date of completion of the project	Billings for the bidder from the project (Rs. In lakhs)

Signature and seal of Statutory Auditor

Name

Membership No

Address

APPENDIX -I

(Format for undertaking of work completion)

Date:

To,

The State Project Director,
Samagra Shikshana Karnataka,
Nrupatunga Road,
K. R. Circle,
Bengaluru-01

Sir/Madam,

We hereby confirm that providing services for training of elementary and secondary government school teachers and teacher educators under Karmayogi Shikshak training programme in Karnataka shall be completed within the scheduled time given in the tender document of SSK.

In case if I/We fail in execution of the contract, the tenderer can deduct the penalty/liquidated damages according to the terms and conditions of the tender and we are bound by the same in all respects.

Yours faithfully,

(Authorized Signatory)

APPENDIX -J

An oath for having read the document

Date

To,

The State Project Director,
Samagra Shikshana Karnataka,
Nrupatunga Road,
K. R. Circle,
Bengaluru-01

Sir/Madam,

I/We.....hereby declare that I/We have fully read
the tender document dated.....and have understood the
contents and the meaning of all the terms and conditions.

Accordingly, I here by sign the above declaration and abide by the
same.

Yours faithfully,

(Authorized Signatory)

APPENDIX -K

BID FORM

To

The State Project Director,
Samagra Shikshana Karnataka,
Nrupatunga Road,
K. R. Circle,
Bengaluru-01
Sir/Madam,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for training of elementary and secondary government school teachers and teacher educators under Karmayogi Shikshak training programme in Karnataka for which necessary Bid security (EMD) is remitted in Bid Declaration format.

Terms & Conditions: -

- i. We undertake, if our Bid is accepted, to providing services for training of elementary and secondary government school teachers and teacher educators under Karmayogi Shikshak training programme in Karnataka accordance with the terms and conditions in the Bidding document.
- ii. If our bid is accepted we shall furnish the bank guarantee for the due performance of the Contract, in the form prescribed by the purchaser.
- iii. We agree to abide by this bid for a period of 45 days after the date fixed for bid opening of Second Envelope and shall remain binding upon us and may be accepted at any time before the expiry of that period.
- iv. We understand that in competing for (and if the award is made to us, in executing the above contract) we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988
- v. We understand that you are not bound to accept the lowest or any bid you may receive.
- vi. We understand that contract conditions and the time stipulated for execution of tender is 01 year.

Dated this _____ day of _____ 2023

Signature: _____ (in the Capacity of): _____

Duly Authorized to sign bid for and on behalf of Place:

APPENDIX -L

Format for Performance Bank Guarantee (To be issued by a Nationalized / Scheduled Bank in India)

B.G. No. dated This Deed of Guarantee executed at by (Name of Bank) having its Head/Registered office at (herein after referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favor of, The State Project Director, Samagra Shikshana Karnataka (hereinafter referred to as “SSK”) having its office at Nrupatunga road, K.R Circle, Bengaluru - 560 001, Karnataka State, India, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

A. M/s. a Legal Entity having its registered office at (hereinafter called “the Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its / their executors administrators, successors and assigns, intends to bid for providing services for training of elementary and secondary government school teachers and teacher educators under Karmayogi Shikshak training programme in Karnataka

B. In terms of clause 2.15 of the Tender Document dated issued in respect of the Project, the Bidder is required to furnish to SSK an unconditional and irrevocable Bank Guarantee for an amount of Rs. (Rupees only) as Performance Security.

The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- A. The Guarantor, as primary obligor shall, without demur, pay to SSK, Bengaluru an amount not exceeding Rs.....(Rupees.....only), within 7 days of receipt of a written demand from SSK calling upon the Guarantor to pay the said amount.
- B. Any such demand made on the Guarantor by SSK, Bengaluru shall be conclusive and absolute as regards the forfeiture of Bid security and the amount due and payable by the Guarantor under this Guarantee.
- C. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of SSK, Bengaluru is disputed by the Bidder or not.
- D. This Guarantee shall be irrevocable and remain in full force upto **01 year** or for such extended period as may be mutually agreed between SSK, Bengaluru and the bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- E. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- F. In order to give full effect to this Guarantee, SSK, Bengaluru, shall be entitled to treat the Guarantor as Principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement /non exercise/delayed exercise of any of its rights by SSK, Bengaluru to the Bidder and the Guarantor shall not be relieved from its obligation under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of SSK to the bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- G. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under.....

In witness there of the Guarantor has set its hands hereunto on the day, month and year first herein above written.

Signed and delivered by..... bank

By the hand of Mr/Mrs.....

Its and authorized official.

APPENDIX - M

PROFORMA OF CHALLAN **(NAME & ADDRESS OF THE BIDDER)**

Challans no:

Work Order No:

Date:

Name of the Districts.....

Sl. No	Name of the block	No of materials supplied	Date of receiving

Note: Receiving column shall be filled up by the DIET Principal/Person in charge only.

Signature of

Signature & Stamp of:

Representative of Bidder:

DIET Principal/Person In-Charge

Date:

Date:

APPENDIX- N**DTP, Design, Printing and Supply Details**

Sl No	Particulars	Item Code	Approx. No. of pages per book	No. Of Teachers/MRPs	Total no of units
1	Print and supply of Training Modules for elementary teachers	KSKTM-1	100 x 1 book	1466604	1466604
2	Print and supply of Training Modules for secondary teachers	KSKTM-2	100 x 1 book	55229	55229
3	Print and supply of Training Modules for teacher Educators	KSKTM-3	100 x 1 book	1674	1674
4	Print and supply of Training Modules for MRPs to train Elementary teachers	KSKMRP-1	200 x 1 book	1195	1195
5	Print and supply of Training Modules for MRPs to train Secondary teachers	KSKMRP-2	200 x 1 book	717	717
6	Print and supply of Training Modules for MRPs to train Teacher Educators	KSKMRP-3	200 x 1 book	100	100