

**1. KARNATAKA MINORITY DEVELOPMENT CORPORATION LIMITED, BANGALORE**

**KARNATAKA MINORITY DEVELOPMENT CORPORATION LIMITED  
(A GOVERNMENT OF KARNATAKA UNDERTAKING)**

**TENDER DOCUMENTS**

**TENDER No.: KMDCL/ 2025-26/SE0017/CALL-3**

**DATE OF TENDER: 30:01:2026**

**PROVIDING SKILL TRAINING PROGRAM IN GUEST SERVICE  
ASSOCIATE (Food & Beverage) & SOLAR PV INSTALLER  
ELECTRICAL FOR THE UNEMPLOYED YOUTHS OF MINORITY  
COMMUNITY CANDIDATES UNDER KARNATAKA MINORITY  
DEVELOPMENT CORPORATION LIMITED, GOVERNMENT OF  
KARNATAKA UNDERTAKING.**

**KARNATAKA MINORITY DEVELOPMENT CORPORATION LIMITED  
NO. 39-821, SUBEDHAR CHATRA ROAD, SHESHADRIPURAM,  
BENGALURU – 560001, KARNATAKA.**

**Email: [kmdc.ho.info@gmail.com](mailto:kmdc.ho.info@gmail.com)**

**KARNATAKA MINORITY DEVELOPMENT CORPORATION LIMITED, BANGALORE**

**SECTION 1. LETTER OF INVITATION**

MANAGING DIRECTOR, KARNATAKA MINORITY DEVELOPMENT CORPORATION LIMITED, invites tender from training providers to provide community based skill training program for unemployed youths of minority community candidates under community based training scheme, Bangalore from reputed training Institutions registered in Karnataka.

A. The Tender document includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Firm

1. Introduction
2. Clarification and amendment of tender documents
3. Technical preparation of proposal
4. Submission, receipt and opening of proposal
5. Proposal evaluation
6. Award of contract
7. Confidentiality

**Section 3 –Technical proposal-standard forms**

**Section 4- General Conditions of contract**

**Managing Director,** Karnataka Minority Development Corporation Limited.

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**KARNATAKA MINORITY DEVELOPMENT CORPORATION LIMITED, BANGALORE**

## **SECTION 2 - INFORMATION TO FIRMS**

### **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.

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- 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.

**Calendar of Events**

|                               |                                    |
|-------------------------------|------------------------------------|
| Tender Notification No        | <b>KMDCL/2025-26/SE0017/CALL-3</b> |
| Date of Publication of Tender | <b>30.01.2026</b>                  |
| Amount Put to Tender          | <b>61.60 Lakhs</b>                 |
| EMD                           | <b>RS.1,23,200/-</b>               |
| Date of pre–Bid meeting       | <b>03-02-2026</b>                  |

|   |  |
|---|--|
| Last date for Submission of the tender              | <b>07-02-2026</b>  |
| Date & Time for Opening of Technical Bid            | <b>09-02-2026</b>  |
| Date & Time for Opening of Financial Bid            | <b>12-02-2026</b>  |
| Place of opening of Technical bid and Financial bid | <b>KARNATAKA MINORITY DEVELOPMENT CORPORATION LIMITED.</b><br><br>No. 39-821, Subedhar chatra road, Sheshadripuram, Bengaluru – 560001, Karnataka. |

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|                           |  |
|---------------------------|--|
| Address for communication | <b>GENERAL MANAGER,<br/>KARNATAKA MINORITY<br/>DEVELOPMENT<br/>CORPORATION LIMITED</b><br><br>No. 39-821, Subedhar chatra road, Sheshadripuram, Bengaluru – 560001, Karnataka<br>Contact Number: 9945985621<br>Email: kmdc.ho.info@gmail.com |
|---------------------------|--|

(Tenderinviting authority)  
**General Manager, KMDC  
Bengaluru.**

**3 – TECHNICAL PREPARATION OF PROPOSAL**

Firms are requested to submit a Proposal 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 KMDC Portal

<https://kmdconline.karnataka.gov.in/Portal/apply-online> . Scheme name Community Based Training Scheme. During the registration process OTP will be sent to the candidate's mobile number registered in the Adhaar card

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**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. In case of NGO/Trust , form 12 A certificate can be submitted in lieu of GST certificate
- c) The bidder should be a private limited company/ Non -Government Organization (NGO) / Proprietorship/ Partnership Firms. Valid registration copy 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 of Karnataka or any Department under the Government of India in any of the last three financial years, i.e., 2022–23, 2023–24, or 2024–25. **MANDATORY CONDITION**
- f) The bidder must have a minimum annual turnover of **Rs. 125 lakhs** from conducting **Skill Training programs for any Government Department (State or Central)** 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 at least 5 active training center registered under Skill India / DDUGKY/ Karnataka skill development corporation
- h) The bidder should have conducted skill training programs for minimum 500 candidates for any **Government Department (State or Central)** during the last 3 financial year's 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 / DDUGKY) or GOK (Karnataka Skill Development Corporation).
- j) The Bidder should have achieved 70% placement for the minimum 500 candidates trained in the last three financial years i.e., 2022-23 and 2023-24 and 2024-25. k) The bidder should have conducted at least 1 Job fair 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 3 districts in Karnataka.

m) The bidder should have own in house developed course book aligned with the curriculum

### **General instructions to the bidder**

#### **Target Group**

1. Un employed Minority 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 Aadhar card )
4. Qualification - As per the job role selected by the candidate

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

The training is to be imparted in any district in Karnataka

#### **Duration**

Course duration - As per the job role.

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

The bidder should conduct assessment through Assessment agency empanelled with KSDC / Sector skill / NSDC. Successful candidates should be issued with a Course completion certificate

#### **Faculties:**

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

#### **Study materials:**

The course books, prepared by our 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

### **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
5. Additional marks card such as PUC 2 as per the job role selected by the candidate For job role 4, B.Com pass certificate (OR) an endorsement from college authorities That the student is studying in Final year B.Com

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### **Courses offered**

| Sl.No | Sector      | Job Role                                  | Hours | Minimum qualification |
|-------|-------------|---|-------|-----------------------|
| 1     | Hospitality | Guest Service Associate (Food & Beverage) | 510   | SSLC / PUC 1 pass     |
| 2     | Electronics | Solar PV Installer Electrical             | 390   | SSLC/ITI/Diploma      |

**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 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 proof ( offer letter 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. ( 80% for Technical : 20 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

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select the firms who have scored minimum 70% marks in 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 Minority Development Corporation limited a Government of Karnataka Undertaking.   |
| 2  | Description of Assignment  | Providing skill training program for the unemployed youths of minority community candidates under community based training scheme from Karnataka minority development corporation limited, Government of Karnataka undertaking |
| 3  | A Technical Proposal 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 minority community candidates under community based training scheme  |
| 7  | Client Inputs  | No input will be provided by the Client  |
| 8  | The Client envisages the need for continuity for downstream work | YES  |
| 9  | Clauses on fraud and corruption                                  | As per Clause1.8and1.9of General Conditions of Contract.   |
| 10 | Clarification of any items of the tender                         | Karnataka Minority Development Corporation Limited No. 39-821, Subedhar chatra road, Sheshadripuram, Bengaluru – 560001, Karnataka,<br><br><b>Email: kmdc.ho.info@gmail.com</b>  |
| 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 |
|----|---------------------------|-------------------|

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|    |                            |  |
|----|----------------------------|--|
| 17 | Commencement of Assignment | Within two weeks from the date of award of contract. |
|----|----------------------------|--|

**SECTION 3 –TECHNICAL PROPOSAL-STANDARD FORMS**

**Technical Eligibility Qualification Criteria: Technical Proposal submission form and evaluation score card**

**ELIGIBILITY CRITERIA:**

1. All the bidders will be called for presentation. The bidder who scores a minimum of 80 marks out of 100 from point 1 to 7 will be considered as technically qualified and that bidder's financial bid will be opened.
2. The QCBS methodology (Technical plus Financial quote) will be followed by KMDC for selecting the final Bidder (Project Implementing Agency) for award of contract
3. Bidders requiring any clarification on the Tender documents may notify by KMDC in pre-bid meeting through e- mail and Physical.

**Technical Eligibility Qualification**

| ELIGIBILITY CRITERIA |    |                        |                                     |               |
|----------------------|----|------------------------|-------------------------------------|---------------|
| Sl.                  | No | Eligibility Conditions | Supporting documents To be uploaded | Score         |
|                      |    |                        |                                     | Maximum Score |

|   |   |  |  |          |
|---|---|--|--|----------|
| 1 | The bidder must have a minimum annual turnover of Rs. 125 lakhs from conducting Skill Training programs for any Government Department (State or Central) in each of the last three financial years, i.e., 2022–23, 2023– 24, and 2024–25. | <p>(a) Audited P &amp; L Account and Balance Sheet certified by the Chartered Accountant</p> <p>(b) Turn over certificate with UDIN of the CA for the last 3 financial years</p> <p>(c) ITR for the last 3 financial ( 2022-23, 2023-24, 2024-25 for all above</p> <p>For the financial year 2024- 25 , provisional P &amp; L and Balance sheet can be submitted</p> | <p>Not meeting the criteria – 0 marks</p> <p>Turnover of 125 to 250 lakhs in each Year -10 marks.</p> <p>Turnover of more than 250 Lakhs in each year – 15 marks</p> | 15 Marks |
| 2 | The bidder should have been conducting skill development training in Karnataka for any department under GOK in at least   | The bidder should upload at least one work order in each year for minimum 3 Years.   | <p>Not meeting the criteria – 0 marks</p> <p>Meeting the criteria -20</p>  | 20 Marks |

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|   |   |   |  |          |
|---|---|---|--|----------|
|   | 2 years out of the last 3 years i.e.,2022-23, 2023-24 and 2024-25   |   | marks.   |          |
| 3 | The bidder (Training Provider) should have at least 5 active training center registered under Skill india / DDUGKY/ Karnataka skill development corporation | The bidders should upload documents in support of these centers , with TC no., address and the job role | <p>Not meeting the criteria – 0 marks</p> <p>Meeting the criteria -10 marks.</p> | 10 Marks |

|   |  |  |  |          |
|---|--|--|--|----------|
| 4 | The bidder should be registered as training provided under GOI (NSDC / PMKVY / DDUGKY) or GOK (Karnataka Skill Development Corporation).   | The bidders should upload documents such as empanelment letter/ Letter Of Registration / CAF no. / TP number | Not meeting the criteria – 0 marks<br><br>Meeting the criteria -5 marks.                     | 5 marks  |
| 5 | The bidder should have conducted skill training programs for minimum 500 candidates for any Government Department (State or Central) during the last 3 financial year's i.e. 2022- 23 and 2023-24 and 2024-25. | The bidder must Upload corresponding work orders   | Trained minimum 500 candidates – 10 marks<br><br>Trained more than 500 candidates = 15 marks | 15 marks |
| 6 | 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<br><br>Meeting the criteria -10 marks.                    | 10 Marks |
| 7 | 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<br><br>Meeting the criteria -15 marks.                    | 15 Marks |

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|   |   |   |  |          |
|---|---|---|--|----------|
| 8 | 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 before the date and time given for technical bid opening | Not meeting the criteria – 0 marks<br><br>Meeting the criteria -10 marks | 10 Marks |
|---|---|---|--|----------|

**The bidders who score 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 80:20 (80 for technical and 20 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.

**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<br>Phone/ Mobile Phone No.<br>Email ID                        |              |
| 8 | Name of the Contact person<br>Phone/ Mobile Phone No.<br>Email ID  |              |
| 9 | Status of the Bidder<br><br>a) Government<br>Organization/Undertaking,<br>Public/Private Ltd Co, Partnership | a)<br><br>b) |

|  |   |  |
|--|---|--|
|  | Training agency, HUF/NGO/NPO b)<br><br>Training Institute/University /College |  |
|--|---|--|

**Annexure - 2****Centre list with addresses**

| Sl. | District<br>No | Taluk | Centre Name<br>and Address | (CAAF)No. | Centre<br>Head<br>and<br>Contact<br>Number |
|-----|----------------|-------|----------------------------|-----------|--|
| 1   |                |       |                            |           |  |
| 2   |                |       |                            |           |  |
| 3   |                |       |                            |           |  |
| 4   |                |       |                            |           |  |
| 5   |                |       |                            |           |  |
| 6   |                |       |                            |           |  |
| 7   |                |       |                            |           |  |
| 8   |                |       |                            |           |  |
| 9   |                |       |                            |           |  |
| 10  |                |       |                            |           |  |
| 11  |                |       |                            |           |  |
| 12  |                |       |                            |           |  |
| 13  |                |       |                            |           |  |
| 14  |                |       |                            |           |  |
| 15  |                |       |                            |           |  |
|     |                |       |                            |           |  |

**Annexure - 3****Details of experience in conducting training**

| Name of the<br>Department | Work Order No. and<br>date | Year<br>Conducted | No of<br>Candidates<br>Trained |
|---------------------------|----------------------------|-------------------|--------------------------------|
|                           |                            |                   |                                |
|                           |                            |                   |                                |

|  |  |  |  |
|--|--|--|--|
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**Annexure -4**  
**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 three consecutive financial years (2022-23, 2023-24 & 2024-25 ) is not less than Rs 125 lakhs in each year .. The details of annual turnover are mentioned below:

**Note:** Applicants 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)** 3 2022-23

|   |         |  |
|---|---------|--|
| 4 | 2023-24 |  |
| 5 | 2024-25 |  |

Net worth =

(Must be positive)

Signature of the Chartered Accountant:

UDIN No:

Name:

Contact No:

Seal:

Date:



**Annexure -5**

**Financial Bid**

| Sl | Sector      | Job Role                                  | Lum Sum Rates to be Quoted inclusive of course material , assessment , certificate distribution (Rs) |
|----|-------------|---|--|
| 1  | Hospitality | Guest Service Associate (Food & Beverage) |  |
| 2  | Electronics | Solar PV Installer Electrical             |  |

**ANNEXURE 7**

**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

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**KARNATAKA MINORITY DEVELOPMENT CORPORATION LIMITED, BANGALORE**

#### **SECTION 4- GENERAL CONDITIIONS OF CONTRACT**

Unless the context otherwise require, 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 list in Clause 1of 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 Government of Karnataka:
- (g) "Local currency" means Indian Rupees:
- (h) "Party" means the Managing Director, Karnataka Minority Development Corporation Limited or the Training Provider as the case may be, and Parties means both of them. (i) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented:
- (j) "Services" means the work to be performed by the Training Provider to this Contract as described in this proposal.
- (k) KSDC means Karnataka Skill Development Corporation also known as Department of skill development & entrepreneurship & livelihood.

#### **Law Governing the Contract:**

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

#### **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.

**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.

**Taxes and Duties:**

The Training Provider 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.

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**KARNATAKA MINORITY DEVELOPMENT CORPORATION LIMITED, BANGALORE**

**Effectiveness of Contract:**

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

**Commencement of Services:**

The Training Provider shall begin carrying out the Services within 2 weeks after the date the Contract becomes effective, or at such other date as may be specified by the Client.

**Validity of Contract:**

The contract shall be valid for 1 year from the date of contract awarded to the Training Provider.

**Modification:**

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

**Force Majeure:**

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.

**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 event.

**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.

**Payments:**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Training Provider 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.

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**Suspension:**

The Managing Director, Karnataka Minority Development Corporation may by written notice of suspension to the Training Provider suspend all payments to the Training Provider hereunder if the Training Provider 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 Training Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Training Provider of such notice of suspension.

**Termination:**

The Managing Director, Karnataka Minority Development Corporation may terminate this Contract, by not less than thirty (30) day's written notice of termination to the Training Provider to under the following case:

- (a) If the Training Provider 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.
- (b) If the Training provider become insolvent or bankrupt:
- (c) If, as the result of Force Majeure, the Training Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days: or (d) If the Training Provider in the judgment of the Managing Director, Karnataka Minority Development Corporation 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 Training Provider.

**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 Minority Development Corporation such notice to be given after the occurrence of an of the events specified in paragraphs (a) through (b) of this Clause.

- a. If the Managing Director, Karnataka Minority 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 Minority Development Corporation is in material breach of its obligations pursuant to this Contract and has not remedied the same with

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- 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 Minority 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 Minority Development Corporation business or operations without the prior written consent of the Managing Director, Karnataka Minority 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.

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