

Rajasthan Knowledge Corporation Limited

Expression of Interest

“Empanelment of Agencies for Trainings, Content development and Assessments”



7-A, Jhalana Institutional
Area, Behind RTO, Jaipur-
302004

Ph: 0141-5159700

www.rkcl.in

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Disclaimer

The information contained in this Expression of Interest document (EOI) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

The EOI is not an agreement or any offer by the authority to the prospective Bidders or any person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by the authority in relation to the work. Such assumptions, assessment and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigation and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from the appropriate sources.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any laws, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumptions, statements or information contained therein or deemed to form part of this EOI or arising in any way in this Selection Process.

The authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this EOI. The authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that the authority is bound to select a Bidder or to appoint Selected Bidder, as the case, may be, for the work and the authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidders shall bear its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

Abbreviations and Definitions

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CA	Chartered Accountant
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Managing Director, RKCL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work Order until completion of activities as per scope of work, services after commissioning of the project.
Day	Calendar Day as per GoR
Designated Location	Indicated in the EOI wherever required
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan
EOI	Expression of Interest
FY	Financial Year
GCC	General Conditions of Contract
GoI/GoR	Govt. of India/ Govt. of Rajasthan
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
GST	Goods & Services Tax including SGST, CGST & IGST
ICT	Information and Communication Technology

IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and Request for Proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
ITGK	ITGK means Information Technology Gyan Kendra which is established under the guidance of the Service Provider and authorized by RKCL as per its norms for conducting RS-CIT and other programmes/Courses.
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/SD	Performance Security Deposit. Instrument obtained against the issue of each individual work order
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale/services. Also called buyer. RKCL in this EOI document.
RFP	Request for Proposal
RISL	RajComp Info Services Limited
RKCL	Rajasthan Knowledge Corporation Limited
RS-CIT	Rajasthan State Certificate Course in Information Technology
RS-CFA	Rajasthan State Certificate Course in Financial Accounting

SCC	Special Conditions of the Contract
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, Technical, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
Empanelled Bidder	The bidder empanelled through this EOI
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the Knowledge Partner cum Training Provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
Subject Matter of Procurement	Any item of procurement whether in the form of services or works
TDS	Tax Deduction at Source
TIN	Tax Identification Number
UBN	Unique Bid Number
WO/ PO	Individual Work Order/ Purchase Order

1. NOTICE INVITING BID (NIB)



RAJASTHAN KNOWLEDGE CORPORATION LIMITED

7-A, Jhalana Institutional Area, Behind RTO,

Telephone: 0141- 5159700

CIN No. U80302RJ2008PLC026433

Reference Number: RKCL/22-23/582

Dated: 31 Aug 2022

Unique Bid Number: RKCL/EPROC/MKT/08

Expression of Interest (EOI)

For

“Empanelment of Agencies for Trainings, Content development and Assessments”

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Rajasthan Knowledge Corporation Limited (RKCL) Address: 7-A, Jhalana Institutional Area, Behind RTO, Jaipur (Rajasthan)-302004
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Mr. Abhay Shankar Designation: Programme Head Address: 7-A, Jhalana Institutional Area, Behind RTO, Jaipur (Rajasthan) Email: abhays@rkcl.in Phone -0141-5159700
Subject Matter of Procurement	Empanelment of Agencies for Trainings, Content development and Assessments and other activities. Through this empanelment process, the bidders who fulfill the requisite eligible criteria will be empaneled for the supply of good or providing services.
Bid Procedure	Single-stage Two part (envelop) open competitive e-Bid procedure under Rate contract at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Empanelment Method)	All the application forms shall be scrutinized on the basis of documents and information submitted by applicant. Based upon scrutiny, applicants who will fulfil the pre - qualification criteria and other conditions as stated in the EFP/application form shall be empanelled.
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: <ul style="list-style-type: none"> http://sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in http://www.rkcl.in
Bidding Document Fee and RISL Processing Fee	<p>Any of the following one options may be exercised:</p> <p>Option 1:</p> <ul style="list-style-type: none"> Bidding document fee: Rs. 5000 (Rupees Five Thousand only including GST) in Cash/ Demand Draft/BG in favour of “RKCL” payable at “Jaipur” RISL Processing Fee: Rs. 1000 (Rupees One Thousand only including GST) in Demand Draft in favour of “MD, RISL” payable at “Jaipur” <p>Option2</p> <ul style="list-style-type: none"> Total amount Rs. 6000 (Rupees Six Thousand Only including GST for bidding document fee & RISL Processing Fee) may be transferred online to RKCL in following Bank Account. <p>Account Name: Rajasthan Knowledge Corporation Limited</p>

	<p>Bank Name: ICICI Bank Ltd. Account No: 361505000349 IFSC: ICIC0003615 Branch: Barkat Nagar, Jaipur</p> <p>In case of Option 2 the bidder needs to upload necessary details on eProc in a PDF document indicating Amount, UTR / Transaction Reference Number and proof of online Transfer / Payment.</p>
Period of Sale of Bidding Document (Start/End Date)	<p>The prospective bidder may download the bid document from:</p> <ul style="list-style-type: none"> • Start Date: 31-August-2022 • End Date: 20-September -2022 (till 3 PM)
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> • Date/ Time: 9-September-2022 (3:00 PM) • Place: RKCL Office, 7-A, Jhalana Institutional Area, Behind RTO, Jaipur-302004 • Last date of submitting queries/clarification requests by the bidder: 09 September 2022 (11 AM)
Manner, Start/End Date for the submission of Bids	<ul style="list-style-type: none"> • Manner: Online at eProc website (http://eproc.rajasthan.gov.in) • Start Date: 31-August-2022 • End Date: 20-September -2022 (till 3 PM)
Submission of Banker's Cheque/Demand Draft for Tender Fee, Bid Security and Processing Fee*	<ul style="list-style-type: none"> • Start Date: 31-August-2022 • End Date: 20-September-2022 (till 3 PM)
Date/Time/Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date/Time: 20 September 2022 (4 PM) • Place: RKCL Office, 7-A, Jhalana Institutional Area, Behind RTO, Jaipur-302004
Bid Validity	<ul style="list-style-type: none"> • 120 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) The process of empanelment of agencies is going to be perpetual. As the process is perpetual, interested parties may submit offline bid applications for Empanelment directly at RKCL office throughout the year (till validity) even after bid end date with all the necessary prescribed documents. However, their terms shall be at par with agencies empanelled through this RPF at initial stage 2) The complete bidding document shall also be placed on the e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the website and pay its price while submitting the bid to the procuring entity. 3) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical proposal. However, DD for Bid document fee, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 4) *In case, any of the bidders fails to physically submit the Banker's Cheque/Demand Draft/Declaration for Tender Fee, bid security and RISL Processing Fee as mentioned above, its Bid shall not be accepted. 5) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on https://eproc.rajasthan.gov.in 6) RKCL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 	

- 7) Bidders are also advised to refer “Bidders Manual Kit” available at eProc website for further details about the e-Tendering process.
- 8) The procuring entity reserves the complete right to either make necessary changes in the terms of the project at any stage or cancel the bid process and reject any or all of the Bids.
- 9) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 10) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 11) The provisions of RTPPA Act 2012 and Rules, 2013 and subsequent amendments thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules, 2013 thereto, the later shall prevail.

Managing Director
RKCL

2. PRE-QUALIFICATION & ELIGIBILITY CRITERIA

- 1) A bidder participating in the empanelment process shall possess the following minimum pre-qualification/eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The bidder should be:</p> <p>A Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956/2013</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932</p> <p>OR</p> <p>LLP (Limited Liability Partnership)</p> <p>OR</p> <p>A Society registered under any of the States' Societies/cooperatives Registration Act or equivalent</p>	<p>Copy of valid Registration Certificates</p> <p>OR</p> <p>Copy of Certificates of incorporation</p> <p>OR</p> <p>Copy of Registered Partnership deed</p> <p>OR</p> <p>Copy of LLPIN</p> <p>OR</p> <p>Copy of Registration with Registrar of Societies</p>
2.	Financial Turnover	<p>Should have an average turnover of Rs. 5.00 Crores or above in the last three consecutive completed financial years from any or combination of services under business categories as defined in Table A. The individual firm/company turnover (operations in India only) shall be considered and not of the group companies.</p>	<p>CA certificate with UDIN, CA Name, Membership No, FRN No and Seal mentioning Average Annual Turnover from any of or combination of services under business categories as defined in Table A for last three consecutive completed financial years (Procuring Entity may ask Audited Financial Statement or any other document evidencing turnover from Subject Matter of this Procurement) at later stage to verify the facts of certificate UDIN is mandatory on certificate.</p>
3.	Financial: Net Worth	<p>The Net-Worth of the bidder (except NGO/Society), as on 31st March of last completed financial year should be Positive</p>	<p>CA Certificate with UDIN, CA Name, Membership No, FRN No and Seal (Procuring</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
			Entity may ask Audited Financial Statement at later stage to verify the facts of certificate) UDIN is mandatory on certificate.
4.	Bidder's Profile (Technical Capability)	At least 1 project completed involving any or combination of services under business categories as defined in Table A for value of Rs. 25 Lakh or higher any time during last 3 completed financial Years in any Central / State Government Departments / Public Sector Undertakings / Universities / Other Government entities in which any State / Central govt is having any stake or any reputed listed companies	Copy of Work Order/s Annexure-9 for each Project reference And Certificate(s)/document(s) of satisfactory completion of the work(s) And Work Samples like eContent etc. (If applicable)
5.	Experience	Should have experience of providing any or combination of services under business categories as defined in Table A in last three completed consecutive financial years as on the date of bid submission. International work orders / experience shall not be considered for this purpose.	Purchase Order Copies / MoU / Reference Letters
6.	Tax registration	The bidder should have a registration number of: 1. GST 2. Income Tax / PAN number	Copies of relevant certificates of registration, Copy of PAN Card
7.	Manpower Strength	The bidder must have at least 10 relevant manpower (subject matter experts / technical specialists) having experience on similar services employed on rolls or as consultant as on 31 st March of last completed financial year.	Self-Certification on letterhead by the authorized signatory along with list of manpower with their Mobile Nos. – refer Annexure 10
8.	ISO Certifications	The bidder should be an ISO 9001 / ISO 27001 certified organization which should be valid as on the bid submission date.	Copy of valid certificates
9.	Presentation	The bidder would be intimated to deliver a presentation to showcase the eligibility for the empanelment to a committee designated by RKCL. The minimum eligibility marking on a scale of 100 for a bidder to be eligible is 70 The presentation should include (not limited to): <ul style="list-style-type: none"> • Credentials and coverage in the business categories defined in Table A (30%) • Solution Capability, Tools, Process, Methodology (30%) • Team capability and readiness (20%) 	The date of presentation shall be intimated to the bidders.

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<ul style="list-style-type: none"> Industry standard certifications, affiliations & compliances (10%) Any other feature / Point / USP (10%) 	
10	Mandatory Undertaking	<p>Bidder should: -</p> <p>a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) Not have, himself and their directors/partners/Executive members and officers not have, been convicted of any criminal offence related to their Business or professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p> <p>e) Should not have been blacklisted / debarred by any State Government / Central Government / PSU / Corporation / Company / Institution / Entity in last 3 financial years including year of bidding.</p> <p>f) Should not have been involved in publishing defamatory material against RKCL or should not have worked against reputation / business interest of RKCL at any point of time</p>	A Self-Certified letter as per Annexure-3: Self-Declaration

Table A

S. No.	Category of Good / Service	Meaning of Similar Services
1	Design and Development of Courses	Course Design, Course TOC, Development of Course Content (in text form, eContent or both), Assessment Bank (Question Bank), Teaching Pedagogy, Assessment methods, Publishing course in the form of the book / eContent, Printing content in the form of a Book, Certification
2.	Design and Development of Content	Content Design, Content TOC, Development of Content (in text form, eContent or both), Assessment Bank (Question Bank), Teaching Pedagogy, Assessment methods, Publishing content in

S. No.	Category of Good / Service	Meaning of Similar Services
		the form of the book / eContent, Printing content in the form of a Book
3.	eContent Development / e-Learning based solutions / Language learning solutions	eContent development (AV form), All type of eLearning content development (Animated-2D, 3D, Instructor Led, Smart class based, Simulations, etc.), Professional voiceovers, Documentary video preparation Language learning solutions with eContent and LMS capabilities, Language Labs with online / offline and hybrid capabilities
4.	Assessment Creation, Conduction and evaluation	Proctored / non-proctored assessment solutions, Assessment creation, Online / Offline assessments, Evaluation (Objective / Subjective tests), Online / Offline tests and checking solutions
5.	Skill Development / Trainings and Placement related work	Online / Offline Classes leveraging faculties / SMEs, platforms, tools and contents Online / Offline Tutorials, Live Classes / Sessions, Smart Classes, Smart Classrooms Online / Offline Trainings leveraging platforms, tools and contents Trainings conducted under various State Government / Central government skill development initiatives, Hardware supply (for e.g. Robotics, IoT kits, Smart Classroom etc.) for such trainings / Skill Development projects, Job Placements etc.

Note: All requisite documents submitted for eligibility criteria must be clearly legible and must clearly mention the information required or else may be rejected.

- 2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
- a. the procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB”; and
 - b. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications as to whether or not the bidder has done so to the satisfaction of the procuring entity.
 - c. When any proposal is submitted pursuant to this EOI, it shall be presumed by RKCL that the bidder has fully ascertained and ensured about its eligibility to render service or supply products in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.
 - d. RKCL reserves the right to vary/alter/amend the eligibility criteria or any other terms of EOI for the Service Provider at any time, in its discretion, before the last date of submission of proposals
 - e. RKCL may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time may entail cancellation of the bid of such bidder. RKCL decision regarding deciding of eligibility of any bidder shall be final.

- 3) Consortium bidding is not allowed for Empanelment. However, for Limited Bidding RFPs published under this empanelment, Consortium bidding may be allowed on case to case basis if the scope of work includes diverse set of services.
- 4) The existing Channel Partners/Service Providers of RKCL can participate in the bid process with a condition that they will need to declare at the time of application that they are part of RKCL Network.
- 5) Shareholders of RKCL having stake of more than 25 percent in the company shall be treated as a conflict of interest case and hence not allowed.

3. PROJECT BACKGROUND & SCOPE OF WORK

1) Project Background

Rajasthan Knowledge Corporation Limited is a public limited company promoted by Government of Rajasthan. RKCL has been instrumental in spreading digital and financial literacy through its RS-CIT and RS-CFA courses in Rajasthan through its ever-expanding network of approx. 6500 ITGKs across all the districts & tehsils of Rajasthan. RKCL has recently achieved a significant milestone by crossing 60 lakhs trained learners across the State, thereby playing a pivotal role to inspire youth on IT, bridging the digital divide, making citizens smart users of IT and gradually spreading digital revolution which is so key for growth in this burgeoning IT landscape and skill driven Digital Rajasthan.

RKCL is continuously expanding its operations and trying to impart skills to the youth of Rajasthan through its various job-oriented courses with an objective of developing relevant skills in order to enhance their employability and ensure better job prospects by introducing new courses. RKCL intends to work with agencies of repute who can deliver quality product and services for various courses, training programs, learning solutions and related products & services.

For this purpose, RKCL would like to invite bidders for short listing eligible organizations / firms and empanelling them. This empanelment initiative will be useful to expedite the procurement process. Through this empanelment process, the bidders who fulfil the requisite eligibility criteria will be empanelled for supply of goods or services as defined in Table A above.

The Scope of this RFP shall primarily include empanelment of agencies for design, development, up-gradation & customization of new & existing courses, training programs, training solutions, language learning solutions, contents and assessments. We aim to create a pool of qualified bidders who can offer their expertise in updation of RKCLs existing courses, launching new courses in the market, help with end-to-end assessment solutions, eLearning solutions (like Language Labs), training kits as required for various projects. Once a pool of agencies is empanelled through this RFP then as a next step project-wise RFP will be floated to these selected bidders and eventually selected bidder will work with RKCL for running that specific project for RKCL through its life cycle.

Post empanelment of bidders through this RFP, RKCL will work with all empanelled agencies and may conduct market surveys to introduce new offerings to the market. All bidders are expected to participate in this exercise actively and provide their recommendation on viability of new offerings as well as updating existing offerings based on market requirements.

The scope of work and services mentioned in Table A is indicative and not exhaustive. RKCL may ask from empanelled bidders, any other work which is not envisaged at the time of this RFP. The actual detailed scope of work will be defined on case to case basis for participating in Request for Proposals/ Financial Bids which would be invited after empanelment as and when required for supply of goods and/ or services as defined in the work scope. In case of any overlapping conditions / terms or any confusion in the terms, the terms mentioned in limited bidding RFPs published later shall override the terms of this EOI.

Once the Empanelment of agencies is done under this RFP, since the scope comprises of diverse and wide range of services, RKCL before publishing any limited bid RFPs for a particular subject matter or combination of subject matters, will be shared in advance to all empanelled vendors regarding details of goods / services to be procured for pre-validation by the empanelled bidders. Subsequently, RFP will be published limited for only those bidders who confirm that they have requisite expertise and experience of providing concerned goods / services. In case any bidder provides wrong information, appropriate action including debarment in future RFP's or even financial penalties may be imposed.

The benefits to various category of bidders as given under Rajasthan Transparency in Public Procurement (RTPP) act and rules from time to time shall be available for this empanelment EOI as well as the limited bidding RFPs published under this empanelment.

4. INSTRUCTIONS TO BIDDERS

1) Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal and on RKCL website. The prospective bidders shall be permitted to download the bidding document from the EPROC websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.
- c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2) Pre-bid Meeting/ Clarifications

- a) The bidders or their official representatives are invited to attend a pre-bid meeting which shall take place on date/venue specified in NIB.
- b) Purpose of the meeting will be to clarify issues and to answer the questions on any matter related to EOI.
- c) Any prospective bidder may, in writing or via mail, seek clarifications from the procuring entity in respect of the bidding documents. Questions (as per format Annexure-5) should reach RKCL not later than time specified in NIB.
- d) Minutes of the meeting including text of the questions raised and responses given will be put on the websites, so as to enable the bidders to take minutes into account while preparing their bids, and shall be published on the respective websites. Revised EOI as a result of Pre-bid meeting shall be made available on the websites as per EOI, if required.

3) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification on the respective websites.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Bid Submission and Format and Signing of Bids

- a) Submission process: As mentioned in NIB
- b) The Technical Bid shall consist of the following documents:

S. No.	Documents Type	Document Format
1.	Tender Application Form (Covering Letter)	On bidder's letter head duly signed by authorized signatory as per Annexure-1 (PDF)
Fee Details		
2.	Bidding document Fee (Tender Fee)	Instrument /Proof of submission (PDF)
3.	Processing Fee (eProc)	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Copy of valid Registration Certificates or Copy of Certificates of incorporation or Copy of registered partnership deed or Copy of LLP agreement or Copy of Registration with Registrar of Societies	Copy of Legal Entity Registration certificate (PDF)
5.	Financial Turnover: CA certificate with CA Name, Membership No, FRN No and Seal Note: UDIN is mandatory on certificate.	Copy of Certificate (PDF)
6.	Net-worth: CA Certificate with CA Name, Membership No, FRN No and Seal	Copy of Certificate (PDF)

S. No.	Documents Type	Document Format
	Note: UDIN is mandatory on certificate.	
7.	Bidder's Profile (Technical Capability)	Annexure-9 (PDF), Work Orders and Certificate(s) / document(s) of satisfactory completion of the work(s)
8.	Experience	Work order / MoU / Reference letters of relevant financial years
9.	ISO Certifications	Copies of valid ISO certifications (PDF)
10.	Manpower Strength Declaration	Copy of self-declaration on letter head (PDF)
11.	Attested Copies of relevant certificates of tax registration a) GST Registration Certificate b) PAN card	Copy of relevant certificates (PDF)
12.	Bidder's Authorisation Certificate along with copy of PoA stating that Auth. Signatory can sign the bid/ contract on behalf of the firm	As per Annexure-2 (PDF)
13.	Self-Declaration by Bidders	As per Annexure-3 (PDF)
14.	Certificate of Conformity/ No Deviation	As per Annexure-4 (PDF)

- c) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

6) Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) Alternative/Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

8) Deadline for the submission of Bids

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation

and submission of their Bids. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

9) Withdrawal, Substitution, and Modification of Bids

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processed further.

10) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RKCL).
- e) The committee shall conduct a preliminary scrutiny of the opened Bids to assess the prima-facie responsiveness and ensure that the:-
 - a. bid is accompanied by bidding document fee and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document and processing fee.

11) Empanelment and Work Allocation Method

- a) Empanelment shall be done on the basis of technical evaluation as per the eligibility criteria and other parameters mentioned in the EOI. Bidder needs to score minimum 70 marks in the technical evaluation for being eligible for empanelment.
- b) Once the agencies are empanelled, as and when required, Limited bids shall be floated where only empanelled vendors will be able to participate. The scope of work mentioned is indicative and not exhaustive. RKCL may ask from empanelled bidders, any other work which is not envisaged at the time of this RPF. The actual detailed scope of work will be defined on case to case basis for participating in Request for Proposals/ Financial Bids which would be invited after empanelment as and when required for supply of goods and/ or services related to course / content. In case of any overlapping conditions / terms or any confusion in the terms, the terms mentioned in limited bidding RFPs published later shall override the terms of this EOI
- c) In case of large quantities, the work may be awarded to maximum of two vendors in ratio of 60:40 or any other ratio as find suitable by RKCL. The L-2 vendor will have to accept the work order on L-1 price.
- d) If required ,RKCL may take the Products/Services as defined in Table "A" of this RFP from other than empanelled bidders from open market .

12) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

13) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall: -
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

The bids shall be evaluated as per the evaluation/pre-qualification criteria as mentioned in bidding document. This is given in detail as below:

1. The **Technical Evaluation Committee (TEC)** or Purchases Committee constituted by the Managing Director will evaluate the Bids to determine the technical qualification and competence of the substantially responsive Bidders to prepare a panel technically qualified Bidder.
2. The Technical Evaluation Committee or Purchases Committee, hereafter referred to as TEC or PC, will use the following set of Qualification Criteria (QC), to determine the technical qualification and competence of the Bidder. The supporting documents for each of the parameters mentioned below will have to be submitted by the bidder either at the time of bid submission through EPROC and also at the time of presentation via email to RKCL single point of contact.
3. The bidder would also be intimated to deliver a presentation to showcase the eligibility for the project to a committee designated by the RKCL. Marking would be done based on the parameters mentioned below in the EOI.
4. Presentation time and date shall be communicated separately. Bidder needs to score a minimum of 70 marks out of 100 in Technical Evaluation phase to qualify for empanelment.

d) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in evaluation, if less than three and it is considered necessary by the procuring entity to continue with the process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualify in the technical evaluation shall be informed about their qualification for empanelment.

14) Exclusion of Bids/Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. Published on the State Public Procurement Portal, if applicable.

15) **Conflict of Interest**

- a) The Successful bidder is required to provide professional, objective, and impartial advice, at all times holding the Client's interests' paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- b) The Successful bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the bidder or the termination of its Contract.
- c) Without limitation on the generality of the foregoing, and unless stated otherwise, the bidder shall not be hired under the circumstances set forth below:
 - a. **Conflicting activities**
Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
 - b. **Conflicting assignments**
Conflict among assignments: A bidder (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
 - c. **Conflicting relationships**
Relationship with the Client's staff: a bidder (including its Experts and Sub-consultants) that has a close business or family relationship with any employee of RKCL (or of the Client, or of Service Providers) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the RKCL throughout the selection process and the execution of the Contract.

16) **Lack of competition**

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
 - a. the Bid is technically qualified;
 - b. the Bid is unconditional and complete in all respects;
 - c. there are no obvious indicators of cartelization amongst bidders; and
 - d. the bidder is qualified as per the provisions of qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.

- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.
- e) However, as the empanelment process shall be perpetual, bidders may submit offline applications later also.

17) Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

18) Performance Security

- a) Not applicable for Empanelment, However Performance Security shall be taken as and when individual RFP for procurement of subject matter shall be floated. Above conditions shall be applicable for all limited bidding RFPs floated under this empanelment.

19) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of empanelment is despatched to the bidder or final Agreement is done.
- b) The successful bidder shall sign the Agreement / contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) The bidder will be required to execute the agreement on a non-judicial stamp of specified value (Rs. 500) at its cost and to be purchased from anywhere in Rajasthan only.
- d) Draft Agreement format is shared herewith. Refer Annexure – 7

20) Empanelment Validity

- a) The empanelment of the bidder shall be valid for a period of 1 year from the date of executing of Agreement of empanelment. This is extendable to one more year based on mutual agreed terms and conditions with empanelled vendors.
- b) However, RKCL is not bound to give any minimum business guarantee to the empanelled bidders.

21) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

22) Cancellation of Empanelment process

- a) If any Empanelment process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new Empanelment process for the same subject matter of Empanelment , if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the Empanelment process initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the Empanelment and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the Empanelment process and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose has selected for empanelment fails to sign any written contract as required, or fails to provide any required security as asked , the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant Empanelment process of that particular bidder if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;

23) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;

- c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including:
 - a. exclusion of the bidder from the Empanelment process;
 - b. calling-off of pre-contract negotiations and forfeiture;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - e. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

24) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend up to Five lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

25) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 7 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings;
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:

First Appellate Authority: Managing Director, RKCL

Second Appellate Authority: Chairman, RKCL

- f) Form of Appeal:
- a. Every appeal under (a) and (c) above shall be as per Annexure-8 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
- a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

26) Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

27) Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

28) Offenses by Firms/ Companies

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
- a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

29) Debarment from Bidding

- a) A bidder shall be debarred by the RKCL/State Government if he has been convicted of an offence
- a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity-RKCL, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

30) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) or by member of Procuring Committee may be nominated by procuring entity to monitor the progress of the contract during its delivery period.

- b) Any change in the constitution of the Empanelled firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- c) No new partners/Director/Executive member shall be accepted in the Company/firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- d) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

31) Single Point of Contact

- a) The Successful Bidder shall appoint a single point of contact with whom RKCL will deal for any activity pertaining to the requirements of this EOI and discuss about other operational issues, if any, from time to time and during the contract period. This person would be interacting with RKCL for all the tasks related to the project and would be responsible for resolution of the tasks assigned w.r.t. the project to the vendor. In addition, the bidder will also provide response & escalation matrix for all its services to RKCL in the beginning of the contract. Any changes in SPOC or Response & Escalation Matrix will be kept updated with RKCL all the time.
- b) Any changes in single point of contact person during the currency of this Contract shall be duly informed in writing by the selected bidders

5. GENERAL CONDITIONS OF CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:

- a) "Contract" means the Agreement entered into between the Purchaser and the successful empanelled vendor / selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, or any other related documents subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods/Services from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) Services items other than goods
- i) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.

- j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- l) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- m) "The Site," where applicable, means the designated project place(s) named in the bidding document.
- n) The prices under the rate contract shall be subject to price fall clause as per RTTP act. If the selected bidder reduces its price to render similar goods, work or services at a price lower than rate contract with RKCL to anyone in the state at any time during the currency of rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of subject matter of procurement under that rate contract shall be amended accordingly

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) **Contract Documents**

Subject to the order of precedence set forth in the Final Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2) **Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Joint Venture, Consortium or Association

- a) No Joint venture, consortium or association is allowed to bid in this case nor any type of sub-letting of work is allowed for empanelment, unless specifically permitted by RKCL.

5) Service of Notice, Documents & Orders

- a) A notice, document or order shall be deemed to be served on any individual by -
 - a. delivering it to the person personally; or through registered e-mail;
 - b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

6) Governing Law

- a) The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

7) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document and includes supplied required in future which is not specified in this bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of service shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) RKCL may assign few additional Goods/Works/services at reasonably extent during the currency of contract with or without giving any additional financial benefits with mutually agreed basis.

8) Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the specific bidding document floated later on from selected empanelled bidders. The details of such supply/ shipping and other documents to be furnished by the successful/ selected bidder shall be separately mentioned in RPF floated later on .

9) Selected Bidder's Responsibilities

The Selected Bidder shall supply all the goods and related services included in the scope in accordance with the provisions of bidding document or any other bidding documents in future date and/ or contract.

10) Purchaser's Responsibilities

- a) Whenever the supply of goods and related services requires that the Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Selected Bidder, make its best effort to assist the Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

11) Contract Price

- a) The bidder shall be liable for depositing all the statutory duties, taxes and other sums on the goods supplied and related services rendered by him and all the statutory returns /forms under the contract and shall be liable to submit the proof of the same as and when asked by RKCL.

12) Rate escalation provision:

- a) No % rate escalation shall be payable to selected bidder for individual work orders issued to the bidder under this empanelment.

13) Taxes & Duties

- a) The TDS, if applicable, shall be deducted at source by RKCL as per prevailing rates. The GST shall be paid separately at the time of billing on prevailing rules and regulations & rates.
- b) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

14) Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RKCL.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

15) Confidential Information

- a) The Purchaser and the Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that:
 - i. the Purchaser or Selected Bidder need to share with other institutions participating in the Contract;

- ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the service or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

16) Sub-contracting

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority. However, the bidder may carry out any auxiliary work from any outsource agency in case of urgency.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

17) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

18) Change in Laws & Regulations

- a) Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

19) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence

or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RKCL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RKCL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the RKCL, the RKCL may take the case with the supplier/ selected bidder on similar lines.

20) Settlement of Disputes

- a) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Managing Director, RKCL. The award of the Arbitrator shall be final and binding on the parties of this agreement / Contract. Subject to the provisions of Arbitration and Conciliation Act 1996 and of all the rules there under and all statutory modifications there of shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated.
- b) All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Jaipur, Rajasthan and not elsewhere.

21) Termination

- a) Termination for Default
 - i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected final bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the goods within the time period specified in the contract, or any extension thereof granted by RKCL; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of goods or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
 - ii. If RKCL terminates the contract in whole or in part, amount of PSD may be forfeited.
 - iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- b) Termination for Insolvency

RKCL may at any time terminate the Contract by giving a written notice of at least 30 days to the final supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RKCL.

c) Termination for Convenience

- i. RKCL, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

22) Exit Management

1. Preamble

- i. The word 'parties' include the procuring entity and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2. Cooperation and Provision of Information during the exit management period

- i. The selected bidder will allow RKCL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RKCL or its nominated agencies to assess the existing services being delivered.
- ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RKCL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RKCL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RKCL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.
- iii. This will be a planned activity and the bidder needs to get a sign off from RKCL on knowledge transition phase.

3. Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to RKCL or its nominated agencies the following:

- i. Documentation relating to Intellectual Property Rights;
- ii. Project related data and confidential information;
- iii. All current and updated data as is reasonably required for purposes of RKCL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RKCL or its nominated agencies; and
- iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RKCL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RKCL or its nominated agencies, or its replacement operator (as the case may be).
- v. Before the expiry of the exit management period, the selected bidder shall deliver to RKCL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

4. Transfer of certain agreements

- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leaders, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RKCL or its nominated agencies, or its replacement operator.
 - ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RKCL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
5. General Obligations of the selected bidder
 - i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RKCL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
 - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
6. Exit Management Plan
 - i. The selected bidder shall provide RKCL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
 - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RKCL operations as a result of undertaking the transfer; and
 - iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RKCL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
 - v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
 - vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RKCL or its nominated agencies.
 - vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
 - viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
 - ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
 - x. It would be the responsibility of the selected bidder to support new operator during the transition period.

23) Procuring Entity (RKCL) reserves the right to change the terms and conditions mentioned in the EOI at any stage as per the project requirements.

6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Special Terms of Tender

- a) Post initial empanelment cycle completion through EPROC, Application for empanelment shall be accepted round the year by RKCL unless withdrawn by RKCL.
- b) In case of absence of any document/ any deficiency is found by the RKCL in the bid, while evaluation of any application, the shortfall may be called via EPROC / email / physical submission.
- c) The empanelment of applicant does not mean guarantee of supply/ work orders.
- d) The scope of work mentioned is indicative and not exhaustive. RKCL may ask from empanelled bidders, any other work which is not envisaged at the time of this RPF. The actual detailed scope of work will be defined on case to case basis for participating in Request for Proposals/ Financial Bids which would be invited after empanelment as and when required for supply of goods and/ or services related to course / content. In case of any overlapping conditions / terms or any confusion in the terms, the terms mentioned in limited bidding RFPs published later shall override the terms of this EOI.
- e) Review of list of empanelled Firms: The list of empanelled Firms will be reviewed by RKCL from time to time during the period of Empanelment with regard to:
 - Adhering to time schedule for completion of job.
 - Quality of service.
 - Adherence to terms and conditions of Purchase/Work Order.
 - General Conduct of the firm.
 - Quality of supplied goods and maintenance of goods and services during warranty and AMC.
- f) Firms who default on above points may be removed from the empanelled list either for a limited period or on a permanent basis on case-to-case basis in addition to imposing such liquidated damages / penalties and other actions as may be permissible under bid/tender conditions of the relevant work order / contract.
- g) This Empanelment shall remain valid for a period for one year which may further be extendable for one more year from the date of issue of empanelment letter / agreement with the empanelled firm. However, the project/work allocated upto the last date of tenure/extended tenure shall remain continued till completion of the Project/work. The bidder empanelled via off-line mode later on, their validity shall also be same as validity of Vendors empanelled via this online bidding process.
- h) The empanelled firms will become eligible for participating in the RFP/ tendering process for projects of supply of goods or services or both, which would be invited during the period of their empanelment. However as per project requirement, RKCL may again ask for some eligibility criteria in the respective RFP from the empanelled vendors.
- i) Consortium with Empanelled Bidders for participation in National / International Business Opportunities: In case there is any opportunity or any such need arises, RKCL may form consortium/Joint venture/association with the empanelled bidders for the subject matter of procurements covered in this RFP. Intimation of any such opportunity shall be sent to all empanelled bidders as on that date. The role and responsibility and financial terms of each party shall be decided later on as per specific project requirement.
- j) Tender Inquiry for procurement from empanelled vendors: Request for Proposals/ financial bids for projects of supply of goods or services or turnkey projects for procurement from empanelled vendors will be placed on the website and will also be sent directly to eligible empanelled bidders through e-mail or by post. However, Request for Proposals along with financial bids for projects of supply of goods or services or turnkey projects costing Rs. 10 Lakh or any other Limit as per RPPP Act and Rules and above from empanelled vendors may be invited through e-procurement system.

7. ANNEXURES

ANNEXURE-1: TENDER APPLICATION FORM/COVERING LETTER

(To be submitted on the Letter Head of the bidder)

1. Addressed to:

Name of Procuring Entity	Rajasthan Knowledge Corporation Limited
Address	7-A, Jhalana Institutional Area, Behind RTO, Jaipur
Telephone	0141-5159700
Email	info@rkcl.in

2. Bidder Firm Details:

Name of Firm	
Name of Contact Person with Designation	
Registered Office Address	
Address of the Firm	
Year of Establishment	
Type of Firm	
Telephone numbers	
Email ID	
Website	
Fax No.	
Mobile Number	

3. The Bid document fee amounting to Rs. ____/- (Rupees _____ only) has been deposited vide Cash receipt no. / Bank Draft no. / Banker Cheque no. _____ dated _____.

4. Following documents are attached towards the proof of Processing Fee deposited:

Processing Fee deposited through	Number	Dated
Cash Receipt		
Demand Draft payable at Jaipur		
Banker's Cheque (Local only)		
Online Payment Details		

5. I/We, the undersigned bidder, having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/we, the undersigned, express our interest to offer services and work as mentioned in the bid document & in conformity with the said bidding document for the same.

6. I/We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

7. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988"
8. I/We understand that the Purchaser is not bound to accept the bid received in response to this bid document.
9. In case I/we am/are engaged by the Purchaser, I/we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and other stakeholders of the project for performing their duties with respect to this project. I/We understand that my/our non-cooperation for the same shall be grounds for termination of service.
10. I/We, the undersigned bidder, agree to abide by all the terms and conditions mentioned in this form issued by the procuring Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Place:

Seal/ Signature of Auth. Signatory

ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE
{To be filled by the bidder}

To,
The Managing Director,
Rajasthan Knowledge Corporation Limited
7-A Jhalana Institutional Area, Behind RTO
Jaipur-302004 (Raj).

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder:
Authorised Signatory:
Seal of the Organization:
Date: _____
Place: _____

Verified Signature:

ANNEXURE-3: SELF-DECLARATION

{To be filled by the bidder}

To,
The Managing Director,
Rajasthan Knowledge Corporation Limited
7-A Jhalana Institutional Area, Behind RTO
Jaipur-302004 (Raj).

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding:

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment/blacklisting by any State Government / Central Government / PSU / Corporation / Company / Institution / Entity in last 3 years as on date of publishing of this bidding document.
- f) Have not been involved in publishing defamatory material against RKCL or have not worked against reputation / business interest of RKCL at any point of time.
- g) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- h) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- i) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- j) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR/RKCL, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{To be filled by the bidder}

To,
The Managing Director,
Rajasthan Knowledge Corporation Limited
7-A Jhalana Institutional Area, Behind RTO
Jaipur-302004 (Raj).

CERTIFICATE

This is to certify that, the specifications of services and resources which I/ We have mentioned in the Bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: PRE-BID QUERIES FORMAT

{To be filled by the bidder}

Name of the Company/Firm: _____

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S. No.	EOI Page No.	EOI Rule No.	Rule Details	Query/ Suggestion/ Clarification

Note: -

- 1) Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX /PDF).
- 2) Queries need to be submitted only via email mode to narendrad@rkcl.in test by prescribed Pre-Bid meeting date and time.
- 3) Queries not submitted in the prescribed format or not submitted within deadline will not be considered/ responded at all by the procuring entity
- 4) Queries will be recorded & responded by procuring entity via email.

ANNEXURE-6: DRAFT BANK GUARANTEE FORMAT

{To be submitted by the bidder's bank}

DRAFT-BANK GUARANTEE FORMAT – BID SECURITY

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Managing Director,
Rajasthan Knowledge Corporation Limited
7-A Jhalana Institutional Area, Behind RTO
Jaipur-302004 (Raj).

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <Please specify> M/s. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by RKCL, 7-A, Jhalana Institutional Area, Jaipur, Rajasthan (hereinafter referred to as "RKCL") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. 120 days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the RKCL as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RKCL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RKCL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RKCL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RKCL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RKCL shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RKCL and it is further declared that it shall not be necessary for the RKCL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RKCL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RKCL to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. 120 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)
Place (Printed Name)
(Designation)
(Bank's common seal)

In presence of:
WITNESS (with full name, designation, address & official seal, if any)
(1)
.....
(2)
.....

Bank Details
Name & address of Bank:
Name of contact person of Bank:
Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RKCL
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

ANNEXURE-7: DRAFT AGREEMENT FORMAT

{To be mutually signed by selected bidder and procuring entity}

This Agreement/MoU is made and entered into on this ----- 2022 by and between **Rajasthan Knowledge Corporation Limited**, having CIN No–U80302RJ2008PLC026433 and its head office at 7-A Jhalana Institutional Area, behind RTO, Jaipur-302004, Rajasthan through its Managing Director Mr. Ravindra Shukla (herein after referred to as Purchaser/RKCL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s -----, CIN -----, a -----registered under -----, with its registered office at ----- through its -----
Duly authorised through letter Dt ----- (herein after referred as the “Successful Bidder/ Supplier/Empanelled bidder”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser/RKCL is desirous of Empanelled agencies for “-----” as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated ----- of NIB No. ----- UBN: ----- and all related corrigendum’s in this regard

And whereas

The Successful Bidder represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP/related corrigendum documents issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

RKCL has accepted the bid of Successful Bidder/supplier and agrees to Empanel him for above referred purpose and further placed LoE No ----- Dated ----- on which bidder has given their acceptance.

And whereas

The Successful Bidder/ Supplier have agreed to deposit the requisite performance security in the form of Bank Guarantee /Demand Draft/FDR for the due performance of the contract as & when required.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No-----and RFP document: -----and all corrigendum/s issued by RKCL along with its enclosures/annexures and LoE No ----- Dated ----- wherever applicable, are deemed to be taken as part of this MoU and are binding on both the parties executing this MoU unless otherwise agreed during the currency of MoU.
2. In consideration of the next phase of this project, separate Course wise RFPs will be floated and payment to be made by RKCL to Successful Bidder/ Supplier at the rates set forth in the Work Order as issued from time to time, will duly supply the said Goods /Services set forth thereof and provide related services in the manner set forth in the Work order along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RKCL do hereby agree that if Successful Bidder/supplier shall duly supply the said Goods and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RKCL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the Work order as issued from time to time.

4. The timelines for the prescribed Scope of Work shall be affected from the date as mentioned in referred work order (as issued from time to time) and completed by supplier within the period as specified in the Work order or any other documents as issued from time to time.
5. In case of extension in the delivery and/ or installation period/ completion period of services with liquidated damages, if otherwise not mentioned anywhere in bidding documents, the recovery shall be made on the basis of SLA terms of RFP or work order or any other documents in this regard.
6. Duration of this contract will be --- years from the date of execution of this MoU
7. This MoU is just for empanelment of Successful Bidder/ Supplier does not mean guarantee of supply/ work orders. For releasing the work order, RKCL shall further float the RFP from time to time for their requirement among all the Empaneled bidders at the time of RFP, out of which further bidder will select on the basis of RFP Criteria set forth in that related RFP from time to time as per project requirement, RKCL may again ask for some eligibility criteria in the respective RFP from the empaneled vendors.
8. The scope of work mentioned in above referred RFP is indicative and not exhaustive. The actual scope of work will be defined on case to case basis for participating in Request for Proposals/ Financial Bids which would be invited for supply of goods and/ or services related to course / content in future.
9. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement and RFP terms shall be decided as per the procedure mentioned in the RFP document and will be subject to Jaipur jurisdiction only.

In witness whereof, the parties have caused this contract to be executed by their Authorized Signatories on this----- Day of -----, 2022

Signed By:	Signed By:
	Managing Director RKCL
<i>In the presence of:</i>	<i>In the presence of:</i>
Name: Designation: Company.	RKCL
Name: Designation: Company:	RKCL

ANNEXURE-8: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof
Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant: <please specify>
 - b. Official address, if any: <please specify>
 - c. Residential address: <please specify>

2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place

Date

Appellant's Signature

ANNEXURE-9: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE
 {To be filled by the bidder, each Project to be mentioned individually in this format}

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	
Contact person with address, phone, fax and e-mail:	Approx. value of the Goods/Services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Value of work order	
Narrative description of Project:	
List of Goods supplied / Services provided by your firm/company	

Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference

ANNEXURE-10: LIST OF SUBJECT MATTER EXPERTS AND TECHNICAL SPECIALISTS WHO WILL BE INVOLVED

S. No.	Name of the Subject Matter Experts / Technical Specialists	Qualification	Experience	Technical / Subject Specialisation	Details of the Course / Content Development work where the Subject Matter Expert / Technical Specialist had been associated earlier	
					Nature & type of Course / Content Developed	Language used

Place:

Date: **Signature of the Authorised Person with Seal**