

Rajasthan Knowledge Corporation Limited

Request for Proposal

Selection of a Knowledge Partner for End-to-end conduction of Digital Marketing courses for RKCL



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 Request for Proposal document (RFP) 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 RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement or any offer by the authority to the prospective Bidders or any person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP 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 RFP 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 RFP. The assumptions, assessments, statements and information contained in this RFP, 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 RFP 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumptions, statements or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

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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 RFP. 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 RFP. The issue of this RFP 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 & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
API	Application Programming Interface
Application Website Development/ Project	Development of website / web portal / web enabled application / application website development
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
CMC	Contract Monitoring Committee
CMS	Content Management System
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.
Consortium	A consortium is an association of two or more individuals, companies, organizations or governments (or any combination of these entities) with the objective of participating in a common activity or pooling their resources for achieving a common goal.
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.
Day	A calendar day as per GoR
Deployment	Implementation, Maintenance and Support
Designated Location	Indicated in the RFP wherever required
EMD	Earnest Money Deposit
GCC	Generation Conditions of Contract
Gol/GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to

	the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods & Service Tax
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 Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
MIS	Management Information System
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
Proctor	Invigilator (to monitor the examination activities during the conduct of Examination and Candidates Monitoring during the entire period of conduct of examination)
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 for operations of the project
PSD	Performance Security Deposit. Instrument obtained against the issue of 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. Also called buyer. RKCL in this RFP document.
QCBS	Quality and Cost Based Selection
RFP	Request for Proposal
RKCL	Rajasthan Knowledge Corporation Limited
SCC	Special Conditions of the Contract
SD	Security Deposit obtained against the issue of Contract
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, 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
Selected Bidder/ Successful Bidder	The bidder finally selected through this RFP and issued LoI.
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service 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.
SRS	Software Requirement Specification
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 goods, services or works
STQC	Standardization Testing and Quality Certification
TDS	Tax Deduction at Source
UAT	User Acceptance Testing
URS	User Requirement Specification
WO/ PO	Work Order/ Purchase Order

1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

 Rajasthan Knowledge Corporation Limited <small>(A Public Limited Company Promoted by Govt. of Rajasthan)</small>	RAJASTHAN KNOWLEDGE CORPORATION LIMITED 7-A, Jhalana Institutional Area, Behind RTO, Telephone: 0141- 5159700
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BID REFERENCE: RKCL/23-24/52

Dated: 5th May 2023

Unique Bid No.: RKCL/EPROC/MKT/07

RKCL invites Online bids through Open Competitive bidding process on EPROC from eligible bidders for end-to-end conduction of Digital Marketing courses for RKCL as per following details:

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)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Mr. Bishal Chakraborty Designation: Regional Manager Address: 7-A Jhalana Institutional Area, Behind RTO, Jaipur (Rajasthan) Email: bishalc@rkcl.in Contact: 9649900913
Subject Matter of Procurement	<ul style="list-style-type: none"> Selection of Agency for end-to-end conduction of Digital Marketing courses for RKCL
Bid Procedure	<ul style="list-style-type: none"> Single-stage two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	<ul style="list-style-type: none"> Rate Contract through QCBS i.e. Quality and Cost based Selection method
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in http://www.rkcl.in Bidding document fee: Rs. 2000 (Rupees Two Thousand only) in Cash/ Demand Draft in favour of "RKCL" payable at "Jaipur" RISL Processing Fee: Rs. 500 (Rupees Five Hundred only including GST) in Demand Draft in favour of "MD, RISL" payable at "Jaipur"
Estimated Procurement Cost	<ul style="list-style-type: none"> INR 20,00,000/- (Rupees Twenty Lakhs only)
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. 2000 (Rupees Two Thousand only including GST) in Cash/ Demand Draft/BG in favour of "RKCL" payable at "Jaipur" RISL Processing Fee: Rs. 500 (Rupees Five Hundred 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. 2500 (Rupees Two Thousand Five Hundred 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 Bank Name: Axis Bank Account No: 031010200028468</p>

	<p>IFSC: UTIB0000031 Branch: Tilak 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>
Bid Security and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): Rs. 40,000/- (Rs Forty Thousand Only) <p>Any of the following one options may be exercised:</p> <p>Option 1: Banker's Cheque or Demand Draft or Bank Guarantee (BG) of a Scheduled Bank in favour of "RKCL" payable at "Jaipur"</p> <p>Option 2:</p> <ul style="list-style-type: none"> Total amount Rs. 40,000/- (Rs Forty Thousand Only) may be transferred online to RKCL in following Bank Account <p>Account Name: Rajasthan Knowledge Corporation Limited Bank Name: Axis Bank Account No: 031010200028468 IFSC: UTIB0000031 Branch: Tilak 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: 5-May-2023 End Date: 17-May-2023 (till 2 PM)
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: 5-May-2023 End Date: 17-May-2023 (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: 5-May-2023 End Date: 17-May-2023 (till 2 PM)
Pre-Bid Meeting	<ul style="list-style-type: none"> Date & Time: 10-May-2023 (3 PM) Venue: RKCL Head Office, 7-A, Jhalana Institutional Area, Jaipur, Rajasthan Last date of sending pre-bid queries through e-mail in prescribed format: 9-May-2023 (5 PM) Pre-bid response publishing by RKCL: 12-May-2023 (6 PM)
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> Date/Time: 17-May-2023 (4 PM) Place: RKCL Conference Room, 7-A Jhalana Institutional Area, Behind RTO Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	120 days from the bid submission deadline
<p>Note:</p> <p>1) 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</p>	

- submitting the bid to the procuring entity.
- 2) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Bid document fee, RISL Processing Fees and Bid Security should be submitted physically (Applicable only for offline payments, bidders making online payments need to attach payment proof in EPROC while submitting the online bids and do not need to submit physical proof of payment) 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.
 - 3) *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.
 - 4) 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>
 - 5) 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.
 - 6) Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
 - 7) 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.
 - 8) 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.
 - 9) 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.
 - 10) 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. PROJECT PROFILE & BACKGROUND INFORMATION

RKCL - Rajasthan Knowledge Corporation Limited is a Public Limited Company established in Rajasthan as a joint venture of Government of Rajasthan; Maharashtra Knowledge Corporation Limited (MKCL), Pune; University of Rajasthan; Jaipur, Maharana Pratap University of Agriculture and Technology, Udaipur; Vardhaman Mahaveer Open University, Kota; Rajcomp Info Services Ltd. and Centre for e-Governance (CeG). It was incorporated on 25th April 2008 under the Companies Act, 1956 to promote and enhance digital literacy in the State of Rajasthan.

Today RKCL has a franchise network of 6,500+ centers (IT Gyan Kendras) across the state. RKCL's basic mission is to bridge digital divide, bring the common people closer to ethos and opportunities of knowledge society and knowledge-led economy and with a view to bring the real fruits of IT to the masses for survival, development and empowerment. Currently, we are providing quality vocational computer-related education to the masses. The education is being provided in a blended learning mode, in a very structured and evidence-based environment. RKCL manages its complete network operations through IT systems and web portals in a paperless manner.

RKCL started Rajasthan State- Certificate in Information Technology (RS-CIT) course in the state of Rajasthan in 2009. During last ten years, more than 65 Lakh Learners have registered themselves for this course and have become smart users of IT. This is perhaps the state's unique record in the field of bridging the Digital Divide among the masses and promoting Digital Citizenship among them. RS-CIT brand has thus become synonymous with digital empowerment of common people of Rajasthan in their personal, professional and social life.

RKCL is continuously expanding its business and planning to launch more and more job-oriented courses as per the market demand. As we are aware, Digital marketing has become an essential skill in today's digital-driven world. With the growing demand for digital marketing professionals in various industries, it is crucial for students in Rajasthan to have access to quality digital marketing education to enhance their employability and career prospects.

We believe that providing digital marketing education to students in Rajasthan will equip them with valuable skills and prepare them for the digital age. Hence, RKCL is looking for a Knowledge Partner for conducting Digital Marketing courses across Rajasthan. Course duration and ToC might vary as per the project requirements.

Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity / Company Registration	<p>The bidder should be: 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) OR A company registered under Indian Companies Act, 1956/2013 OR A partnership firm registered under Indian Partnership Act, 1932 OR LLP (Limited Liability Partnership) OR 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>
		<p>The bidder should have a registered number of: i. GST ii. Income Tax / PAN number</p>	<p>Copies of relevant certificates of registration, Copy of PAN Card</p>
2	Financial Turnover	<p>Average Annual Turnover of the bidder in last three financial years i.e. from 01/04/2020 to 31/03/2023, should be at least INR 2,00,00,000 i.e. Rs. Two Crore Only from Indian Operations only (and not inclusive of the turnover of associate companies)</p>	<p>CA certificate as per format given at Annexure 10 <i>Note: Balance Sheet and ITR will not be considered for this</i></p>
3	Financial: Net Worth	<p>The Net-Worth of the bidder (except NGO / Society) should be positive as on 31/03/2023</p>	<p>CA certificate as per format given at Annexure 11 <i>Note: Balance Sheet and ITR will not be considered for this</i></p>
4	Bidder Experience	<p>The bidder should have at least three years of experience in conducting *Digital Marketing training projects (paid mode) AND The bidder should have trained at least 500 students on Digital Marketing domain in last 3 years</p>	<p>Annexure 9 for each project and Supporting documents like Work Orders with Client Completion Certificates or Work order with payment evidence or any other documentary evidence substantiating the same</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		AND The bidder should have experience of at least two projects of value 10 lakh or above for Government clients in last 3 years in training / placement domain.	
5	Pool of Instructors	Bidder should have capability to work at scale and having a pool/panel of at least 10 trained instructors who have a minimum of 3 years' experience of Digital Marketing trainings. One of the trainers should be "Google Certified Educator" and all the instructors should be certified in at least 4 of the following certifications: <ul style="list-style-type: none"> • Google Digital Garage • Google Ads Search Certification • Google Ads Display Certification • Google Analytics Individual Certification • Google My Business Basic Assessment • Google Ads Video Certification • Microsoft Search Advertising Learning Path • Microsoft Native & Display Advertising Learning Path • Apple Search Ads Certificate 	List and Profile of Instructors as per format mentioned at Annexure - 13
6	Certifications	The bidder must possess ISO 9001 certificate valid as on the last date of bid submission	Copy of valid certificates AND Verification Links and Certificate Number to be mentioned clearly by bidder for verification separately. Certificates should be verifiable from the issuing authority website.
7	Presentation and Solution Demonstration	The Bidders will be required to make presentation covering technical and operational aspects of the training delivery. The marks of the presentation will be considered for evaluation of bid as per the criteria laid down in this RFP and accordingly the decision to accept/reject the technical bid will be decided and it will be binding to the bidders. No further correspondence in this regard shall be entertained.	Presentation and Demonstration (A bidder needs to score minimum 60 marks out of 100 in tech evaluation to qualify for financial bid opening)
8	Mandatory Undertaking	Bidder should: a) not be insolvent, in receivership, bankrupt or being wound up, not	A Self-Certified letter as per Annexure-4: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>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 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;</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 by any State Government/ Central Government / PSU/ Corporation /Company / Institution in last 3 years</p>	

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: -
- the procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB"; and
 - 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.
 - When any proposal is submitted pursuant to this RFP, it shall be presumed by RKCL that the bidder has fully ascertained and ensured about its eligibility to render service, 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 RFP 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.
- f. The existing Channel Partners/Service Providers of RKCL can participate in the bid process with a condition that they will cease to be Channel Partners/Service Providers, if selected in this bid process.

3) Consortium bidding is not allowed and consortium experience is also not allowed

4. SCOPE OF WORK/TERMS OF REFERENCE: ASSESSMENT SERVICES

The Agency should have a clear road map and methodology for executing the Digital Marketing Training programme to the target audience / learners and innovative approach for execution.

4.1 LEARNING PEDAGOGY AND TOOLS

Keeping the importance of a trainer / instructor in mind, Digital Marketing training sessions shall ensure a teacher-learner interaction in the class. The human touch and the wealth of knowledge and experience that a teacher brings into the classroom combined with the rich content of the study material to provide an effective learning experience for the learner.

- The structured approach takes the learning through an organized process of gradual learning
- RKCL LMS may be used for self-paced practice (if required) for which bidder will be required to provide relevant learning material / question bank

The courses designed by bidder should be highly engaging, with interactive teaching methods that include lectures, discussions, group activities, and practical assignments. Bidder's team of expert trainers with extensive experience in the digital marketing industry shall deliver the courses and provide guidance and mentorship to students throughout the program.

These courses should empower students with the necessary skills to excel in the digital era, enhance their employability, and contribute to the overall economic development of the state. It will also support the Rajasthan Government's efforts to promote skill development and entrepreneurship among the youth, and align with the national agenda of Digital India.

4.1.1 Teaching methodology: Foreign language training programs shall primarily be based on Instructor Led Teaching (ILT) either in offline or online mode. Batch of approx. 20 learners shall be formed for training commencement. For Hands on practice, Computer lab shall be engaged at each training location with basic computing infra like Laptop / Desktop (in 1:1 ratio i.e. 1 computer for each student), Good internet connection (50 Mbps preferably), projector, headphones, Furniture (table / chairs) etc.

4.1.2 The bidder needs to package the training programme keeping in mind the duration available for training as per project requirements. Digital marketing trainings offered by the bidder should cover a comprehensive curriculum that includes the fundamentals of digital marketing, including search engine optimization (SEO), pay-per-click (PPC) advertising, social media marketing, email marketing, content marketing, and more. The courses shall also include hands-on practical exercises, case studies, and real-world examples to provide students with practical experience and the ability to apply their knowledge in real-world scenarios.

Ideally digital marketing courses should be offered with three different durations:

- Introductory Course – Approx. 1 Month / 40 Hours
- Intermediate Course with Practical / Hands-on training – Approx. 3 Months / 120 Hours
- Advanced Course with Internship – Approx. 6 Months / 240 Hours

4.1.3 Indicative topics for trainings to be given by bidder are given below. Bidder may add any relevant topics as per mutual discussion with RKCL

INTRODUCTORY DIGITAL MARKETING COURSE:

- Introduction to Digital Marketing

- Understanding Digital Marketing Channels
- Setting up and Managing Social Media Profiles (Facebook, Instagram, Twitter, LinkedIn)
- Building an Audience on Social Media
- Introduction to Search Engine Optimization (SEO)
- Keyword Research and Analysis
- On-page and Off-page Optimization Techniques
- Local SEO Strategies
- Google Analytics and Search Console
- Introduction to Pay-Per-Click (PPC) Advertising
- Setting up Google Ads Campaigns
- Keyword Research for PPC
- Email Marketing Strategies
- Building an Email List, Crafting Effective Emails, Automating Email Campaigns, Measuring Email Marketing Success

INTERMEDIATE DIGITAL MARKETING COURSE:

Module 1:

- Digital Marketing Overview and Strategy Development
- Social Media Marketing and Management
- Search Engine Optimization Techniques
- Introduction to Content Marketing

Module 2:

- Pay-Per-Click Advertising Fundamentals
- Email Marketing and Marketing Automation
- Website Design and Optimization
- Video Marketing and YouTube Advertising

Module 3:

- Advanced Social Media Marketing Strategies
- Advanced Search Engine Optimization Techniques
- Advanced Pay-Per-Click Advertising Strategies
- Analytics and Measuring Digital Marketing Success

ADVANCED DIGITAL MARKETING COURSE AND INTERNSHIP:

Module 1:

- Digital Marketing Overview and Strategy Development
- Social Media Marketing and Management
- Search Engine Optimization Techniques
- Introduction to Content Marketing

Module 2:

- Pay-Per-Click Advertising Fundamentals
- Email Marketing and Marketing Automation
- Website Design and Optimization
- Video Marketing and YouTube Advertising

Module 3:

- Advanced Social Media Marketing Strategies
- Advanced Search Engine Optimization Techniques
- Advanced Pay-Per-Click Advertising Strategies
- Analytics and Measuring Digital Marketing Success

Module 4:

- Digital Marketing Project Management
- Customer Relationship Management (CRM)
- Mobile Marketing and App Advertising
- Affiliate Marketing

Module 5:

- E-commerce Marketing Strategies
- Advanced Email Marketing and Automation
- Online Reputation Management
- Influencer Marketing

Module 6:

- Advanced Analytics and Reporting
- Introduction to Artificial Intelligence and Machine Learning in Digital Marketing
- Emerging Trends in Digital Marketing
- Final Project Presentation and Certification

4.1.4 Modular Structure: The course shall have a modular structure and bidder should be able to provide instructors for training as per project requirements.

4.1.5 Bidder will be required to provide following OEM certifications to eligible learners without any additional cost to RKCL:

- Google Digital Garage
- Google Ads Search Certification
- Google Ads Display Certification
- Google Analytics Individual Certification
- Google My Business Basic Assessment
- Google Ads Video Certification
- Microsoft Search Advertising Learning Path
- Microsoft Native & Display Advertising Learning Path
- Apple Search Ads Certificate
- Any other relevant certification

4.1.6 Bidder need to provide Internship Opportunity to learners after 4 months of training conduction. Candidate's eligibility for internship will be mutually decided by RKCL and successful bidder and will primarily be based on candidate's attendance and other performance metrics of a candidate.

4.1.7 Bidder needs to provide **job / placement assistance** to all the learners trained by the bidder in Digital Marketing courses as well as other trainees of job-oriented courses being run by RKCL (List available at Annexure-14)

4.1.8 Assessment & Certification: Bidder needs to take periodic module-based assessments and shall continuously monitor the attendance of trainees via trainers and duly communicate the same to RKCL as well as concerned department officials (in case of a government sponsored scheme). Based on mutual discussions, Certificate of completion may also be awarded jointly by Successful bidder and RKCL or as mutually decided post completion of all the learning modules and assessments.

4.2 DELIVERABLES

Following list describes the services expected from the Partner however this list may not be comprehensive and can expand further depending on how the overall program evolves:

4.2.1 Print Ready Study Material:

- The bidder will be required to provide separate print ready form of student as well as trainer learning material (Workbooks / Textbooks / Trainer Manuals) for all three levels with/without RKCL branding as per project requirement.
- Bidder will have to mandatorily provide soft copy of the same in printable format so that the study material can be printed at RKCL end (if required).

4.2.2 Learning Progression Monitoring:

- Bidder has to monitor the learning progression as per the Day-wise calendar
- Monitor activities and progress of students during the sessions

4.2.3 Trainer Availability for Projects across Rajasthan:

- As and when required, the bidder may be asked to deploy qualified instructors (possessing minimum qualification and experience) and for orderly conduct during the course duration. Bidder should have a pool of adequate number of trainers for implementation of the projects across Rajasthan
- The Trainers must be qualified and competent enough to train the students to obtain the required outcome.
- Persons deployed as trainers by the bidder must be competent instructors in possession of requisite Qualification, Certification, Knowledge, Skills and Experience in Digital Marketing domain.
- Deployed instructors should be certified in at least 4 out of the following certifications:
 - a. Google Digital Garage
 - b. Google Ads Search Certification
 - c. Google Ads Display Certification
 - d. Google Analytics Individual Certification
 - e. Google My Business Basic Assessment
 - f. Google Ads Video Certification
 - g. Microsoft Search Advertising Learning Path
 - h. Microsoft Native & Display Advertising Learning Path
 - i. Apple Search Ads Certificate

4.2.4 Train the Trainer Programs:

- Bidder needs to conduct train the trainer programs (online mode) for trainers at various ITGKs as per requirement
- The Partner must provide a pool of Master Trainers who may conduct the Train the Trainer Program as per requirement expressed by RKCL. The location of the Training may be either online or physical training at Jaipur or at District HQs in Rajasthan. The expected batch size of Train the Trainer program is 25-30 per batch. It is possible that IT skills may also form part of integrated training program hence it is expected that the Partner brings experienced and expert trainer in these programs that may either train the rest of the trainers and if required may go and teach learners directly.
- Printed Trainer Guide / Handbook should be provided to the trainers during this training. Bidder needs to just provide soft copy of printable form to RKCL. RKCL will print the same and distribute to the trainers.

4.2.5 Assessments and Certification:

- The Partner must conduct regular tests and internal assessments. These assessments will have to be conducted periodically during the course sessions as well.

- By the end of the course, bidder shall conduct final course-end examination and marks will be allotted by the bidder based on which certification will be done (in addition to the aforementioned OEM certifications)
- After completion of training, successful candidates will be given joint certification by RKCL and Training agency or as mutually decided.

4.2.6 Support:

- Technical as well as academic support to be made available with the help of remote tools.
- Jointly work and collaborate to expand the program by setting up a dedicated team in Rajasthan

5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

- a) The sale of bidding documents and last date of submission of the same shall be from and upto the date as mentioned in (NIB). The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the 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) Clarifications

- a) The bidders or their official representatives may send their queries in prescribed format to Project officer in charge for any clarifications in respect of the bidding documents.
- b) Pre-bid meeting will be conducted as per the details mentioned in NIB.

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 consider 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) Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

- c) A Single Stage Two part/ cover system shall be followed for the Bid:
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid
- d) The technical bid shall consist of the supporting documents for verification of Pre-qualification. Single consolidated PDF is to be uploaded on EPROC for all the technical bid documents.
- e) Financial bid is to be uploaded in BoQ (.XLS) format as available on e-Procurement portal
- f) 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. However, the Procuring entity may reserve right to ask short fall of any documents as per provision of RTTP Act and Rules via email or through EPROC portal before opening the financial bid.

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) Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a Banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of work order within the specified period;
 - c. when the bidder fails to commence the delivery of service or execute work as per work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the work order is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
 - k) No interest shall be payable on the bid security.
 - l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
 - m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- 9) **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. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. 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.
- 10) **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 processes further.
- 11) **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 technical 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 technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, 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, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method

Selection shall be based on QCBS i.e. Quality and Cost based Selection method.

- a) **Technical Scoring:** The technical proposal shall be evaluated on the basis of marking criteria mentioned in the RFP document and each responsive proposal will be given a technical score (St) out of 100.

- a) **Financial Scoring:** Financial bids will be opened for those bidders scoring minimum 60 marks out of 100 in Presentation Score. Final financial scores will be given out of 100.

Financial score will be given item-wise for all items of BoQ separately as per the weightage mentioned in BoQ. The proposal with lowest cost for a particular BoQ item will be given highest financial score i.e. Weightage / Maximum marks. Score of other bids shall be calculated as follows:

Normalized Financial Score of the Lowest Bidder (L1) for a BoQ item = Maximum Marks i.e. Weightage

Normalized Financial Score of rest of the Bidders for that BoQ item = $MM \times LB/B$

Where,

MM – Maximum marks / weightage of that item

LB - Lowest Bid cost received by RKCL for that item

B – Bid cost as submitted by the Bidder

All BoQ item scores will be added for getting a final financial score of the bidder (Sf).

- b) **Combined Quality and Cost evaluation:** The total score shall be obtained by weighting the combined quality / technical and cost scores and adding them, as follows:

$$S = St \times 0.70 + Sf \times 0.30$$

Where S= Bid's total score

St= Bid's technical score

Sf= Bid's financial score

- c) The work shall be awarded to the bidder having highest score. In case two or more bids have the same scores in the final ranking, the bid with higher technical score shall be ranked first.

13) 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 or may be taken via email.
- 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.

14) 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 or clarification submitted by the bidders 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 do 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 via email or personally like audited statement of accounts/ CA Certificate, Registration Certificate, GST 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 criteria as mentioned in bidding document. This is given in detail as below:

1. The **Technical Evaluation Committee (TEC)** constituted by the Managing Director (or PC if no such Committee is constituted by MD) 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, hereafter referred to as TEC, will use following set of Qualification Criteria (QC), to determine the technical qualification and competence of the Bidder.

Technical Bid Evaluation Marking Criteria

S. No.	Criteria	Max Score	Supporting Documents
1	Average Annual Turnover of bidder in last 3 consecutive FYs (2020-21, 2021-22 and 2022-23) <ul style="list-style-type: none"> • 2 Crore to 3 Crore: 5 marks • Above 3 Crores: 10 marks 	10	CA Certificate as per Annexure 9
2	Total number of Years of experience of the bidder in training and placement domain <ul style="list-style-type: none"> • Upto 5 years: 5 marks • Above 5 years: 10 marks 	10	Copy of the oldest work order / Client certificate or any other documentary evidence
3	Number of Students trained / placed in Digital Marketing by bidder till date: <ul style="list-style-type: none"> • Upto 500: 7 marks • 501 to 1000: 10 marks • 1000+: 15 marks 	15	List of learners trained by the bidder and details of training provided
4	Number of Qualified Instructors available with bidder for Digital Marketing training programs (with OEM certifications) <ul style="list-style-type: none"> • 10 to 15: 7 marks • 16 to 25: 10 marks • 25+: 15 marks 	15	Self-Declaration by HR on Company Letterhead and Instructor list as per Annexure 13
5	Presentation before the Evaluation Committee The bidder would also be intimated to deliver a presentation to showcase the experience and expertise for the project to a committee designated by the RKCL. Bids shall be evaluated and marked based on the bidder presentations.	50	Presentation / Demonstration

Bidder will have to submit documentary evidence for each Technical Evaluation Criteria at the time of bid submission itself. Bidder need to score a minimum of 60 marks out of 100 to qualify for financial bid opening.

The financial bid will be opened, only if the bidder qualifies as per the marking criteria and the decision of the RKCL shall be final and binding on all. No further communication in this regard shall be entertained.

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 technical evaluation, if less than two and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings and permission of Higher authority shall be taken
- f) The bidders who qualified in the technical evaluation shall be informed in writing or via email or through EPROC portal about the date, time and place of opening of their financial Bids.

15) Evaluation & Tabulation of Financial Bids

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids: -

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) Rates should be quoted considering all the expenses for scope of services mentioned in the RFP. Read RFP carefully before quoting the rates.
- c) the process of opening of the financial Bids shall be similar to that of technical Bids.
- d) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- e) conditional Bids are liable to be rejected;
- f) the offers shall be evaluated and marked QCBS H1, H2, H3 etc. H1 being the best offer and then others in descending order;
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

16) Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GoR)/RKCL and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

18) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

19) 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.

20) 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.

21) 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 price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and

- e. the bidder is qualified as per the provisions of pre-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.

22) Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

23) 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.

24) Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 20% of the value of original contract in case of works; and
 - b. 50% of the value of goods or services of the original contract.

25) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government/RKCL may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be generally 5% of the amount of work order in case of procurement of goods and services.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled Bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - d. fails to commence services as per contract
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.
- h) In case of successful/selected bidder, Bid Security will be adjusted in arriving at the amount of the Performance Security
- i) The performance security shall remain valid for the period of 60 days beyond completion of all contractual obligations, however if terms of contract is extended for a further period, the successful bidder shall submit or extend the validity period of the performance Security.

26) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract maximum within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

27) 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.

28) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement 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 procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, 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 procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
- b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

29) 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 procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

30) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial 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 to twenty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

31) 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 10 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/RKCL 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-12 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.

32) 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.

33) 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 ten lakh rupees or five per cent of the value of procurement, whichever is less.

34) Offences 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.

35) Debarment from Bidding

- a) A bidder shall be debarred by RKCL 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, 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.

36) 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) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the 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.
- e) No new partner/ partners shall be accepted in the 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.
- f) 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.

37) Duration of the Contract

- a) The duration of the Contract will be Three Years from the date of awarding of first Purchase order / work order. Contract period may be extended for further Two Years provided the requirement of such services may persists at that time on mutual consent, subject to the satisfactory services and agreed mutual terms and conditions.
- b) In this duration, the bidder is expected to deliver the related services as per implementation schedule till duration of the contract. Prices to be charged by the supplier/ selected bidder for any services that might be needed in future but which were not mentioned / included in the Scope of this RFP /Contract at the time of publishing of this RFP shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.
- c) As the Government training projects are generally of perpetual nature, it is not feasible to revise financials too frequently (year on year basis) and also there is a strong need to maintain the standardization in terms of study material, learning pedagogy / methodology, etc. which might not be possible in case of frequent vendor changes. Hence, the rate contract duration has been kept longer as three years (extendable by 2 years)

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

1) 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/ 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, 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 delivery of 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) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- h) "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.
- i) "The Site," where applicable, means the designated project place(s) named in the bidding document.
- j) "TORs" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

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

2) Contract Documents

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

3) 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 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.
- 4) **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.
- 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
 - 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) **Scope of Service Delivery**
- a) Subject to the provisions in the bidding document and contract, the services to be delivered shall be as specified in the 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 services as if such items were expressly mentioned in the Contract.
- 7) **Selected Bidder's Responsibilities**
- The Selected Bidder shall deliver all the services included in the scope in accordance with the provisions of bidding document and/ or contract.
- 8) **Purchaser's Responsibilities**
- a) Whenever the delivery of 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.
- 9) **Contract Price**
- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
 - b) Prices charged by the Selected Bidder for the Services performed under the Contract shall not vary from the prices quoted by the Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

10) **Rate escalation provision:**

- a) No price/rate variation/adjustment or any other escalation will be entertained during the contract period. However, in case of extension of contract after initial period, a suitable hike in quoted price may be permitted if cost of the services is increased considerably with mutual consent of both the parties.

11) **Recoveries from Selected Bidder**

- a) Recoveries of liquidated damages, short supply, rejected articles shall ordinary be made from bills.
- b) Amount may also be withheld to the extent of shortcomings in services and in case of failure in satisfactory services along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken as per available recourses or any other law in force.

12) **Taxes & Duties**

- a) The GST shall be paid separately at the time of billing on prevailing rules and regulations & rates. TDS shall be deducted by RKCL as per prevailing Rules & 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.
- c) The bidder shall ensure to issue the Invoices from a single GSTN throughout the contract period and shall specify in advance the place of Supply and Place of delivery of the services.
- d) GST may be paid only after reflecting the Invoices in GST portal

13) **Copyright/IPR**

- a) Bidder will be required to provide white-labelled solution as per the scope of work mentioned in this RFP. The copyright in all documents and other materials containing data and information furnished to RKCL by the Bidder herein shall remain vested in the Bidder, or, if they are furnished to RKCL directly or through the Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- b) No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.
- c) The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.

14) **Subcontracting**

Any form of subcontracting/sublet of work to any third-party agency by the selected bidder shall not be permissible.

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 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.

- c) 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.
- d) 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.
- e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

16) Delivery period & Extent of Quantity – Repeat Orders

- a) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange service delivery within the period on receipt of the firm order from the Purchase Officer.
- b) The selected bidder shall arrange delivery within the stipulated time period.

17) Settlement of Disputes: 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 to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

18) 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.

19) Patent Indemnity

- a) The selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

- i. the delivery of services by the selected bidder or the use of the Goods in the country where the Site is located; and
- ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

20) 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.

21) 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 its 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.

22) Change Orders and Contract Amendments

- a) RKCL may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - The place of delivery and/or the services to be provided by the bidder
 - Service increment / decrement
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder

for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

- c) Prices to be charged by the supplier/ selected bidder for any services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

23) 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 bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service 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 service 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.
 - e. RKCL is not satisfied with the performance/services of the bidders
- 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 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.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

24) Exit Management

a) 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.

b) Transfer of Assets

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months' period from the date of expiry or termination of the agreement, if required by RKCL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RKCL as desired by the procuring entity during the exit management period.
- iii. RKCL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide RKCL or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to RKCL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RKCL or its nominated agencies.
 - b. All title of the assets to be transferred to RKCL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
 - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RKCL.
 - d. That the products and technology delivered to RKCL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RKCL. Supplied hardware, software & documents etc., used by selected bidder for RKCL shall be the legal properties of RKCL.
- c) 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. The bidder shall ensure to transfer complete knowledge to RKCL including knowledge on content development, tools training (tools used to develop the content), process knowledge and any other material that has been used for websites, portals, software development, content management etc. as part of this RFP. This will be a planned activity and the bidder needs to get a sign off from RKCL on knowledge transition phase.
- d) 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.
- e) 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 leasers, 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.
- f) 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.
- g) 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.

25) Change Requests/ Management

- a) RKCL may at any time, by a written order given to the firm, make changes within the general scope of the Agreement w.r.t increase or decrease in the number of items specified for maintenance contract.
- b) The change request/ management procedure will follow the following steps: -
 - i. Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated cost and the items impacted will be analysed and documented by successful bidder.
 - ii. Approval or disapproval of the change request – RKCL will approve or disapprove the change requested including the additional payments, after discussion with successful bidder on the impact of the change on schedule.
 - iii. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule.
 - iv. Verification of the change - The change will be verified by RKCL on implementation of the change request.
- c) All changes outside the scope of contract agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by successful bidder only after securing the express consent of RKCL. In the event that the consent of RKCL is not received within a period of 10 working days from the date of communication, then the change shall not be carried out. The impact of the change in terms of the cost and schedule will be re-estimated by the committee constituted by RKCL and such approval on the new cost and schedule will be taken, if the change is approved after the 10 working days.

7. TIMELINES

Service provider shall complete end-to-end implementation of the courses as per timelines defined in work order. Bidder should have readily available instructors and study material so that they are able to immediately start the training in the network without any delays.

8. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) PAYMENT TERMS AND SCHEDULE

- a) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified order deliverables), would be made on Project basis or any other basis as communicated from time to time
- b) The selected bidder's request for payment shall be made to the purchaser in writing, accompanied documents, describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Documents Required, whichever applicable along with documents for desired deliverables, to be submitted to RKCL for Payment (in Triplicate):

- i. Invoice for the Quarter
- ii. Deliverables as communicated by RKCL from time to time
- d) Due payments shall be made promptly by the RKCL/purchaser, generally maximum within 30 days after submission of an invoice and deliverables and request for payment by the selected bidder, and the RKCL/purchaser has accepted it.
- e) The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.
- f) All remittance charges will be borne by the selected bidder.
- g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- h) Any penalties and/or liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective deliverables.
- i) Taxes, if applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations. However, GST shall be paid separately on the basis of submission of original invoice. It is expected from successful bidders to file all the GST Returns in time by incorporating invoices raised on RKCL, however if later stage it is found that Invoices are not reflected in GST 2A/2B or any other returns, successful bidder shall be liable to pay the GST Amount including interest as charged by GST Department within 30 days.
- j) Prices to be charged by the Supplier / Selected bidder for any related services / works / Additional Resources that might be needed in future but which were not included in the scope of this RFP / contract or BoQ shall be agreed upon in advance by the parties and shall not exceed the prevailing rates in the market for similar services or charged to other parties by the supplier/selected bidder
- k) In case of Government/Other sponsored Schemes, the successful bidder shall be paid only after receiving the payment from concerned sponsor. In case payment is received in piecemeal, the payment to bidder may also be made in piecemeal and in case of short payment received, bidder shall also be paid proportionate to total Receipt amount.**
- l) RKCL is getting these rates from the Partner for various combinations of the individual components associated with the program however these rates may further be negotiated with the Partner (can be enhanced / curtailed) depending upon the scheme, program, size, location, volume, batch size and any contextual parameters.

2) SERVICE LEVEL STANDARDS/ REQUIREMENTS/ AGREEMENT

1. **Purpose & Duration of SLA:** The SLA purpose is to enforce a contract between the selected bidder and Purchaser. The successful bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines, quality and availability of services.

1. Deployment of Instructors in violation of the Qualifications norms- 3%
2. Instance of Indiscipline like teacher/instructor absents from the class, late coming etc-3%.
3. Failure to ensure at least one level up gradation in respect of 50% of Students as per CEFR or Equivalent norms at the end of the programme-3%
4. Any other deficiency in Services – Another 1%

In any case the Total penalty shall not be exceeds 10% of total transacted Value

2. Review Committee and Review Mechanism:

- a. The designated review committee/ members, if required, on a quarterly basis, may review and discuss the services delivery and performance standard compliance of the selected bidder. The review would include but not be limited to: -
 - Service provided during the review period
 - Major incidents during the review period
 - Problems that remains outstanding
 - Review of Change requests/Variation and progress for enhancements

- Future events or business developments that will affect the Service
- Review any potential changes required to the SLA
- Agree items for submission to the executive decision making
- Review schedules for Services provided

3. Non-Disclosure of any mobile or phone numbers which are provided by RKCL as a part of SOW of this RFP. The successful bidder hereby agrees to not use, share and disclose any contact numbers of any user which has been provided by RKCL, to any third party. The successful bidder also hereby agrees to not use any contact number for any kind of monetization or commercial activities. In case the bidder is found to have breached this clause, suitable action shall be taken by RKCL

9. 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	
Address	
Telephone	
Email	

2. Bidder Firm Details:

Name of Firm	
Name of SPOC 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. 2000/- (Rupees Two Thousand 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)		

5. EMD / Bid security may be refunded in account given below post award of tender to the successful bidder. Scanned copy of the cheque is enclosed with this covering letter.

- Account Holder Name: (Must be in the name of Bidder firm)
- A/c Number:
- Bank Name:
- IFSC Code:
- Branch:

6. 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.
7. 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.
8. 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"
9. I/We understand that the Purchaser is not bound to accept the bid received in response to this bid document.

10. 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.

11. I/We, the undersigned bidder, agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment 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: QUERIES FORMAT

{To be filled by the bidder}

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

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

Query / Clarification Sought:

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

Note: -

- 1) Queries must be strictly submitted only in the prescribed format in word / excel template only (.XLS / .XLSX / .DOCX)
- 2) Queries need to be submitted only via email mode to narendrad@rkcl.in latest by the time mentioned in NIB.
- 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-3: 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: -
Authorized Signatory Contact Number: -
Authorized Signatory Email ID: -
Seal of the Organization: -
Date: _____
Place: _____

Verified Signature:

ANNEXURE-4: SELF-DECLARATION

{To be submitted by bidder on Rs. 50 Stamp Paper}

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) 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.
- c) does not have any previous transgressions with any entity in India or any other country during the last three years
- d) does not have any debarment by any other procuring entity
- e) 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;
- f) 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;
- g) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- h) will comply with the code of integrity as specified in the bidding document.
- i) have not been blacklisted by any State Government/ Central Government / PSU/ Corporation /Company / Institution in last 3 years
- j) there are no ongoing court cases against the bidder as on date

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-5: 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 which I/ We have mentioned in the Technical 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.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

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

ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT
COVER LETTER {to be submitted by the bidder on his Letter head}

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

Reference: NIB No.: _____ Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work, specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price is inclusive of all cost and margins likely to be incurred for executing this work. The quoted prices are exclusive of Service tax but inclusive of all other govt. taxes/duties as mentioned in the financial bid (BoQ).

I / We undertake, if our bid is accepted, to deliver the services in accordance with the schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 120 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:
Authorized Signatory
Name:
Designation:

Financial Bid Format**{To be submitted by the bidder only in BoQ format (.XLS) available at eProc portal}**

Sl. No.	Item Description	Weightage (%)	Quantity	Units	Basic Rate in Figures To be entered by the Bidder in INR (Without Taxes)	Basic Total Amount in Figures Without Taxes
1	Training Cost for Introductory Digital Marketing course (1 Month / 40 Hours approx.) including: <ul style="list-style-type: none"> • Trainers • Study-material soft copies • Assignments & Evaluation • Periodic Assessments • Final Assessment & Certification • OEM certifications as mentioned in scope • Placement assistance Mode: Offline (Physical instructor presence required) Batch size: 20 Approx.	15	1	Per Learner		
2	Training Cost for Intermediate Digital Marketing course (3 Months / 120 Hours approx.) including: <ul style="list-style-type: none"> • Trainers • Study-material soft copies • Assignments & Evaluation • Periodic Assessments • Final Assessment & Certification • OEM certifications as mentioned in scope • Placement assistance Mode: Offline (Physical instructor presence required) Batch size: 20 Approx.	25	1	Per Learner		
3	Training Cost for Advanced Digital Marketing course (6 Months / 240 Hours approx.) including: <ul style="list-style-type: none"> • Trainers • Study-material soft copies • Assignments & Evaluation • Periodic Assessments • Final Assessment & Certification • OEM certifications as mentioned in scope • Internship • Placement assistance Mode: Offline (Physical instructor presence required) Batch size: 20 Approx.	40	1	Per Learner		

Sl. No.	Item Description	Weightage (%)	Quantity	Units	Basic Rate in Figures To be entered by the Bidder in INR (Without Taxes)	Basic Total Amount in Figures Without Taxes
4	Cost of 1 Day (6-8 Hours) Train-The-Trainer program in Online mode for students enrolled in Digital Marketing and other Job oriented courses being run by RKCL	10	1	Per Day		
5	Cost of Internship to be provided for students enrolled in various Job oriented courses being run by RKCL	10	1	Per Learner		

Note-

- RKCL may take all the above services/Products or may take any combination/part from above List.
- RKCL may take related services in future also under this RFP which may not be covered in above BoQ. Prices to be charged by the supplier/ selected bidder for any such services that might be needed in future but which were not mentioned / included in the Contract at the time of publishing of this RFP shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.
- RKCL is getting these rates from the Partner for various combinations of the individual components associated with the program however these rates will further be negotiated with the Partner (can be enhanced / curtailed) depending upon the scheme, program, size, location, volume and any contextual parameters. In case of increase / decrease in course duration as per project requirements, payment will be done on pro-rata basis.
- In case of any Scheme if sponsored by Government/Government Companies/Corporations then payment shall be made on receipt of payment from the Scheme and if any deduction is made by sponsored of the Scheme, payment shall be made on proportionate basis.
- TDS shall be deducted as per Norms
- GST shall be paid separately as per Applicable Rates
- Final selection will be based on QCBS method as explained in RFP.
- In case of discrepancy between figures and words, the amount in words shall prevail.
- It is mandatory for the bidder to quote for all the items mentioned in the BoQ.

ANNEXURE-7: 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:

DRAFT BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only 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).

1. In consideration of the Rajasthan Knowledge Corporation Limited (hereinafter called "RKCL") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Work Order No.....datedmade between the RKCL and(Contractor) for the work of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said work order, on production of a Bank Guarantee for Rs.....(Rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the RKCL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RKCL. Any such demand made on the bank by the RKCL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RKCL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RKCL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the RKCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RKCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RKCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the RKCL that the RKCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said work order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RKCL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said work order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RKCL or any indulgence by the RKCL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RKCL in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RKCL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RKCL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RKCL may have obtained or obtain from the contractor.
10. We..... (Indicate the name of Bank) verify that we have a branch at Jaipur, Rajasthan. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur, Rajasthan. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. 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 for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RKCL
For and on behalf of the RKCL

Signature

(Name & Designation)

ANNEXURE-8: DRAFT AGREEMENT FORMAT

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

This Contract is made and entered into on this _____ day of _____, 2023 by and between Rajasthan Knowledge Corporation Limited, having its head office at 7-A Jhalana Institutional Area, behind RTO, Jaipur-302004, Rajasthan (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 _____, a company/firm registered under _____ having CIN/Registration No _____ with its registered office at _____ (herein after referred as the "Successful Bidder/ Supplier") 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,

RKCL/Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _____ of <NIB No _____>.

And whereas

The Successful Bidder/supplier 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 document 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/Purchaser has accepted the bid of Successful Bidder/supplier and has placed the Work Order vide Letter No. _____ dated _____, on which M/s _____ has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The supplier has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RKCL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RKCL to Agency/supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles/Services set forth thereof and provide related services in the manner set forth in the RFP, 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 articles 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 RFP document.
4. The timelines for the prescribed Scope of Work shall be effected from the date of LoI/ work Order-Agreement i.e. _____ and completed by supplier within the period as specified in the RFP document.
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 terms of RFP.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof, the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2023

Signed By:	Signed By:
() Designation: Company/firm:	() Managing Director RKCL
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company/firm:	() Designation: RKCL
() Designation: Company/firm:	() Designation: RKCL

ANNEXURE-9: FORMAT FOR SUBMISSION OF PROJECT REFERENCES (PRE-QUALIFICATION AND TECHNICAL MARKING SUPPORTING)

{To be filled by the bidder, each Project to be mentioned individually in this format}

S. No.	Client Name & Address	Contact Person Name, Designation, Email & Mobile	Skills included in Trainings	Project Duration Start Date & End Date	Value of Work Order	Number of Candidates trained / placed under the project till date	What Supporting Document is Attached	Supporting Document Page Number
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**ANNEXURE 10: FORMAT OF THE CA CERTIFICATE TO BE SUBMITTED BY BIDDER TO CERTIFY ANNUAL
TURNOVER**

(On the letterhead of the Chartered Accountants firm)

ANNUAL TURNOVER CERTIFICATE

The annual turnover of the firm M/s _____ located at _____ for the last three financial years i.e. from 01/04/2020 to 31/03/2023 is as under:

Financial Year	Total Annual Turnover
2020-21	
2021-22	
2022-23	
Grand Total	
Average	

(Chartered Accountant Name)

Membership Number: _____

FRN No.: _____

UDIN: _____

Place: _____

Date: _____

Affix CA Firm seal on the certificate

ANNEXURE 11: FORMAT OF THE CA CERTIFICATE TO BE SUBMITTED BY BIDDER TO CERTIFY NETWORTH
(On the letterhead of the registered Chartered Accountant Firm)

NETWORTH CERTIFICATE

This is to certify that the Net worth of M/s. / Mr. / Ms. as on 31.03.2023 is Rupees only as per the statement of computation of even date annexed hereto. It is further certified that the computation of Net worth, based on my/ our scrutiny of the books of accounts, records and documents, is true and correct to the best of my / our knowledge and as per information provided to my / our satisfaction.

(Chartered Accountant Name)

Membership Number: _____

FRN No.: _____

UDIN: _____

Place: _____

Date: _____

Affix CA Firm seal / stamp on the certificate

ANNEXURE-12: 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-13: FORMAT FOR LIST OF INSTRUCTORS (Profiles to be attached for each instructor)

Sr. No.	Name of Instructor	Specialization Area	Qualification & relevant Certifications	Total Experience	Contact Number & Email ID
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

ANNEXURE-14: JOB-ORIENTED COURSES BEING RUN BY RKCL

S.No.	Course	Course Name	Duration (hrs)
1	RCAE	RKCL Certificate in Advanced Excel	120
2	RCDM	RKCL Certificate in Digital Marketing	120
3	RCAGD	RKCL Certificate in Advanced Graphic Designing	120
4	RCGD	RKCL Certificate in Graphic Designing	90
5	RCWDS	RKCL Certificate in Web Designing using React	120
6	RCBPP	RKCL Certificate in Basic Python Programming	50
7	RCWDPHP	RKCL Certificate in Web Development using PHP	120
8	RCAPP	RKCL Certificate in Advanced Python Programming	90
9	RCAEVB	RKCL Certificate in Advanced Excel with VBA	120
10	RCWDDJ	RKCL Certificate in Web Development using Django	120