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Karnataka State Electronics Development Corporation Limited
(Government of Karnataka Enterprise)



Request for Proposal (RFP) for Selection of Agency for providing Training Consulting services for modernisation and upgradation of ICT & Electronics Training services of KEONICS across Karnataka

Tender No: KEONIC/2024/2818/01/20/Week 17/2024

Table of Contents

TABLE OF CONTENTS	5
SECTION 1 – LETTER OF INTENTION	6
SECTION 2 – PROPOSAL SUBMISSION GUIDELINES	7
1. Introduction	7
2. Classification and description of RFP documents	8
3. Preparation of proposal	9
4. Submission, marking and opening of proposals	10
5. Proposal Evaluation	10
6. Registrations	11
7. Fields of interest	12
8. Confidentiality	13
DATA SHEET FOR SECTION 1 – PROPOSAL SUBMISSION GUIDELINES	13
SECTION 3 – TECHNICAL PROPOSAL – (PROPOSAL FORMS)	15
1. Technical Proposal Submission Form	15
2. Applicant's Affidavit	14
3. Competency and suggestions in the form of Abstract (Optional)	18
4. Description of the Approach, methodology and man power	27
5. Team composition and task assignments	33
6. Format of Curriculum Vitae of Proposals for Professional staff	39
7. Time schedule for Professional proposal	51
8. Activity/work schedule	52
9. Details of staff team	53
10. History of Awards	54
11. Training methodology and documentation (optional)	55
12. Format of Annual, monthly and fortnight program	56
13. Format of Affidavit	57
SECTION 4 – FINANCIAL PROPOSAL SUBMISSION GUIDELINES	58
1. Financial Proposal Submission Form (optional)	58
2. Summary of Costs	59
3. Breakdown of Costs	59
SECTION 5 – TERMS OF REFERENCE	60
1. Background	60
2. General objective of project	60
3. The details of the tasks to be carried out	60
4. Contract duration	60
5. Date for issuance of feedback to be provided by the Client	61
6. Final outputs (i.e. Reports, drawings, etc.) that will be required of the technical resources	61
7. Competencies of Agency to be used to monitor Agency's work	61
8. Procedure for Payment	61
SECTION 6 – CONTRACT	62
1. Form of Contract	62
2. General conditions of contract (GCC)	64
2.1. General Provisions	64

2.1.1. Definitions	44
2.1.2. Law Governing the Contract	44
2.1.3. Language	44
2.1.4. Interest	45
2.1.5. Location	45
2.1.6. Adjustment: Reconciliation	45
2.1.7. Revised Scope	45
2.2. Commencement, Duration, Modification, and Termination of Contract	45
2.2.1. Effectiveness of Contract	45
2.2.2. Commencement of Services	45
2.2.3. Duration of Contract	45
2.2.4. Modification	45
2.2.5. Termination	45
2.2.6. Suspension	45
2.2.7. Renovation	45
2.3. Obligations of the Agency	45
2.3.1. General	45
2.3.2. Conflict of Interest	45
2.3.3. Confidentiality	46
2.3.4. Insurance to be taken out by the Agency	46
2.3.5. Agency's Action Requiring Client's Prior Approval	46
2.3.6. Reporting Obligations	46
2.3.7. Materials, documents, etc. provided by the Agency to be the sole property of the Client	46
2.3.8. Equipment and Materials Owned by the Client	46
2.4. Agency's Personnel and Sub-Contractors	47
2.4.1. Description of Personnel	47
2.4.2. Removal and/or Replacement of Personnel	47
2.5. Obligations of the Client	47
2.5.1. Assistance and Resources	47
2.5.2. Services and Facilities	47
2.6. Payments to the Agency	47
2.6.1. Lump Sum Remuneration	47
2.6.2. Contract Price	47
2.6.3. Payment for Additional Services	47
2.6.4. Terms and Conditions of Payment	47
2.6.5. Interest on Delay of Payments (Not Applicable and Deleted)	47
2.7. Settlement of Disputes	47
2.7.1. Disputable Settlement	47
2.7.2. Dispute Settlement	47
F. Special Conditions of Contract (SCC)	48
G. Schedule	48
G.1. Schedule 1 - Description of Services to be provided	48
G.2. Schedule 2 - Reporting Requirements	48
G.3. Schedule 3 - Key Personnel	48
G.4. Schedule 4 - General Term Agreements	48

Request for Proposal (RFP) for selection of agents for providing training consulting services to NCCM center and upgrade of IT & e-learning training services of AECN (2020) as follows:

4.5. Annexure 5 - Services and 4400 hours to be provided by the Client	60
4.6. Annexure 6 - Agency's Bank Account Details	63
4.7. Annexure 7 - Performance security Bank Guarantee Form	66
4.8. Annexure 8 - Checklist of Documents to be submitted	84

SECTION 1 - LETTER OF INVITATION

TFP No. KSCN/CS/2022/09/000100

Date: 27.09.2022

Dear Applicant,

1. The Karnataka State Electronics Development Corporation Limited (KSEDC) invites expressions for Selection of Agencies for providing Training Consulting services for modernization and upgradation of ICT & Electronics Training services of KSCN/CS across Karnataka. More details on the Services are provided in the attached forms of Reference.
2. The TFP is open to all eligible companies and firms.
3. The Applicants will be selected under Quality and Cost based Selection (QCBS) and procedure as mentioned in this TFP.
4. The TFP includes the following documents:
 - 4.1. Section 1 - Letter of Invitation
 - 4.2. Section 2 - Information to Applicants
 - 4.3. Section 3 - Technical Proposal - Standard Forms
 - 4.4. Section 4 - Financial Proposal - Standard Forms
 - 4.5. Section 5 - Forms of Reference
 - 4.6. Section 6 - Standard Form of Contract
5. Joint ventures and Consortiums are not permitted.
6. TFP documents may be downloaded from the website <http://www.kscnstatecorp.in>
7. Applicants must provide Banker's Cheque Deposit (B/C) as specified in the TFP through electronic payment system.
8. Bids along with necessary enclosures must be submitted as the TFP portal <http://www.kscnstatecorp.in> on or before the last date for uploading of proposals stated in the TFP Schedule. The Bid will be opened as stated in the TFP Schedule. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day.
9. Other details can be seen in the TFP documents.

Yours faithfully,

S/-

Director General

Karnataka State Electronics Development
Corporation Limited, Bangalore

SECTION 2 - INFORMATION TO APPLICANTS (ITA)

1. Introduction

- 1.1. The Client named in the "Data Sheet" will select an Applicant in accordance with the method of selection indicated in the Data Sheet.
- 1.2. The Applicants are invited to submit a Proposals/Qualification Proposal, Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Applicant.
- 1.3. The Assignment shall be implemented in accordance with the pricing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Applicant under each phase must be to the client's satisfaction before work begins on the next phase.
- 1.4. The Applicants must familiarize themselves with local conditions and take them into account in preparing their proposals, to obtain first-hand information on the requirements and the local conditions, Applicants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Applicant's statement shall contain the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Applicants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5. The Client will provide the issues specified in the Data Sheet, except the time in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6. Travel costs (not) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment, and (i) the Client is not to be held responsible for the Proposal submitted.
- 1.7. Government of Karnataka (GO) expects Applicants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work and avoid any conflicts with other assignments or their own assigned interests. Applicants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1. In strict limitation on the generality of this rule, Applicants shall not be hired under the two instances set forth below:
 - 1.7.1.1. A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing services for the same project, to include, firms hired to provide services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier services) for the same project.
 - 1.7.1.2. Applicants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Applicant.
 - 1.7.2. As pointed out in para. 1.7.1.1 above, Applicants may be hired for downstream work, when continuity is essential, in which case the possibility shall be indicated in the Data Sheet and the reasons used for the selection of the Applicant should not be the subject of controversy in any event. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Applicant will be hired for the purpose.

- 1.8. It is GOCD's policy to require that Applicants execute the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOCD
- 1.8.1. defines, for the purposes of this provision, the terms *active* or *passive* as follows:
- 1.8.1.1. "Active practices" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- 1.8.1.2. "Passive practices" means a misrepresentation of facts in order to influence a selection process or the execution of a contract of the Government of GOCD, and includes collusive practices among Applicants (prior to or after submission of proposals) designed to establish price as artificial, noncompetitive levels and to deprive GOCD of the benefits of free and open competition.
- 1.8.2. will reject a proposal for award if it determines that the firm recommended for award has engaged in conduct or fraudulent activities in competing for the contract in question;
- 1.8.3. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded additional contracts if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a GOCD-financed contract; and
- 1.8.4. will have the right to require that bidders furnish affidavits and records relating to the performance of the contract and to have them audited by auditors appointed by GOCD.
- 1.9. Applicants shall not be under a declaration of ineligibility for corrupt and fraudulent practices under GOCD in accordance with the above para 1.8.3.
- 1.10. Applicants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

- 2.1. Applicants may request a clarification of any item of the RFP documents up to the last date and time for submission of proposals as indicated in the RFP schedule before the Request submission date. Any request for clarification must be uploaded in the eProcurement portal. The Client will respond by uploading the clarification in the eProcurement portal.
- 2.2. At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by Applicants, modify the RFP documents by amendment. Any amendment shall be issued in writing through eProcurement. Amendments shall be uploaded in the eProcurement portal and will be binding on all Applicants. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

- 3.1. Applicants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical proposal

- 3.1. In preparing the Technical Proposal, Applicants are expected to prepare the documents comprising this RFP in e-mail. Material references in providing the information requested are valid in the opinion of a proposal.
- 3.2. While preparing the Technical Proposal, Applicants must give particular attention to the following:

- 1.3.1. **This condition is Deleted.** If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultants, another or other consultants, or others in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for the assignment.
- 1.3.2. The assignment is to be staffed on a long term basis. The approximate/indicative number of FT man-months or man-months equivalent is given in the RFP.
- 1.3.3. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an established and stable working relation with it.
- 1.3.4. Proposed key professional staff must at a minimum have the qualifications listed in the Data Sheet.
- 1.3.5. Alternative key professional staff shall not be proposed, and only one nomination shall only may be submitted for each position.
- 1.3.6. Reports to be issued by the Applicant as part of the assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Applicant's personnel have a working knowledge of the client's official language.
14. The Technical Proposal should provide the following information using the specified format (see Section 1):
- 14.1. A brief description of the Applicant's organization and an outline of recent experience on assignments (Section 2 (I)) of a similar nature. For each assignment, the outline should include, inter alia, the profile and names of the staff provided, duration of the assignment, contract amount, and how it was awarded.
- 14.2. **This condition is Deleted.** Key personnel or agencies on the Terms of Reference and on the Data Sheet, a list of services and facilities to be provided by the client (Section 3 (B)).
- 14.3. A description of the methodology and work plan for performing the assignment (Section 2 (A)).
- 14.4. The list of the proposed key staff team by specialty, the tasks that would be assigned to each staff team member, and the timing (Section 2 (B)).
- 14.5. One of the proposed key professional staff (Section 3 (B)). Key information should include the number of years working for the firm/agency and degree of responsibility held in various assignments.
- 14.6. Estimates of the total staff effort (professional and support staff) required to be provided as early as the assignment, supported by bar chart diagrams showing the time periods for each key professional staff team member (Section 2 (B)) and (Section 2 (C)).
- 14.7. A detailed description of the proposed methodology, staffing and monitoring of pricing, if the Data Sheet specifies pricing as a main component of the assignment.
- 14.8. Any additional information required in the Data Sheet.
15. The Technical Proposal shall not include any financial information.

Financial Proposal

16. In preparing the Financial Proposal, Applicants are required to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow financial rules (Section 4), it list all costs associated with the assignment, including (a) remuneration for staff, and (b) non-labour costs such as sub-contractors (for items, housing), transportation (national and local), for mobilisation and demobilisation, services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance,

printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these items should be broken down by activity.

- 2.7. Applicant shall specify the jobs of their services in India/Foreign.
- 2.8. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Applicant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the client wishes to extend the validity period of the proposals, the Applicants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

- 4.1. **[This condition is deleted]** The proposal (Pre-qualification Proposal, Technical Proposal and Financial Proposal) shall be prepared in triplicate sets. It shall remain the responsibility of the Applicant, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who signed the Proposal.
- 4.2. An authorized representative of the applicant initials all pages of the Proposal. The representative's authorization is confirmed by a written permit of attorney accompanying the Proposal.
- 4.3. **[This condition is deleted]** For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "original" or "copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.4. **[This condition is deleted]** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and bearing "Do Not Open with the Technical Proposal." Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the submitter address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN ACCORD WITH THE DISQUALIFICATION CONDITIONS."
- 4.5. The completed Technical and Financial Proposal must be submitted in the procurement portal only on or before the time and date stated in the RFP Schedule. The procurement portal shall not permit the Applicant to submit the proposal after the closing time for submission of proposals.
- 4.6. After the deadline for submission of proposals the Pre-qualification Proposal shall be opened in the procurement portal. The Technical Proposal shall be opened for those Applicants who have qualified in the Pre-qualification Proposal. The Financial Proposal shall be opened for those Applicants who have qualified in the Technical Proposal. The Technical Proposal and Financial Proposal shall remain unopened in the procurement portal until it is opened in the procurement portal by competent authority.

5. Proposal Evaluation

General

- 5.1. From the time the proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the Client on any matter related to its proposal, it shall do so in writing at the address set out in the RFP Schedule. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Applicant's proposal.
- 5.2. Submitters of Pre-qualification Proposal and Technical Proposal shall have no access to the Financial Proposal until the technical evaluation, including its approval by competent Authority is obtained.

Evaluation of Pre-qualification Proposal and Technical Proposal

- 3.3. The Tender Security Committee appointed by the Client, evaluates the Pre-qualification proposals based on the Pre-qualification criteria stated in the Data Sheet. The proposals which meet the Pre-qualification criteria stated in the Data Sheet shall qualify for the Technical Proposal opening and the Technical Proposals of such proposals shall be opened at the pre-qualification portal. The Technical proposal shall be evaluated on the basis of their responsiveness as per Terms of Reference, applying the evaluation criteria, sub-criteria (initially not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (24). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to address the minimum technical score indicated in the Data Sheet.

Opening and Evaluation of Financial Proposals: Bidding

- 3.4. After the evaluation of quality is completed, the Client shall notify, through e-notification portal, those Applicants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and forms of reference, indicating that their financial proposals will not be opened in the e-notification portal. The Client shall simultaneously notify, through e-notification portal, the applicants that have achieved the minimum qualifying mark. The notifications shall be through e-notification portal only.
- 3.5. The financial proposals shall be opened in the e-notification portal. The name of the Applicant, the quality scores and the proposed price shall be displayed in the e-notification portal, with the financial proposals are opened.
- 3.6. The Tender Security Committee will determine whether the financial proposals are complete, i.e., whether they have stated all items of the corresponding Technical proposals. If not, the client will put them aside and add their cost to the initial price, convert any computational errors.
- 3.7. The lowest financial proposal (24) will be given a financial score (24) of 100 points. The financial scores (24) of the other financial proposals will be computed as indicated in the Data Sheet. Proposal will be ranked according to their combined technical (24) and financial (24) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the financial proposal; T + F = 1) indicated in the Data Sheet.

$$24 \times (T/100) + 24 \times F$$
- 3.8. The Applicant achieving the highest combined technical/financial score will be considered as the successful bidder and will be invited for negotiations.
- 3.9. If two or more Applicants have achieved the highest combined technical/financial score, then the Applicant with the highest Annual Turnover amount in the FY 2024-25 (or 2024-26) shall be considered as the successful applicant.
 If two or more Applicants have achieved the highest combined technical/financial score and are also having the same highest Annual Turnover amount in the FY 2024-25 (or 2024-26), then the Applicant with the highest Revenue amount in the FY 2024-25 (or 2024-26) shall be considered as the successful applicant.

6. Negotiations

- 6.1. Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract. Negotiation will be held with the lowest evaluated Applicant only.
- 6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology, work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Applicant will then work out final Terms of Reference, staffing and bid share following submission, 207, periods in the FOLD and in the home office, work months, holidays, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Actual amount will be paid to getting the most the Applicant can offer within the

- available budgets and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignments.
- 6.3. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration fees for staff, no breakdown of local currency procedural's fees.
- 6.4. Having selected the Applicant on the basis of, among other things, an evaluation of proposed fee professional staff, the Client expects to negotiate a contract on the basis of the figures named in the proposal. Before contract negotiations, the Client will require assurance that the experts will be actually available. The Client will not consider submissions during contract negotiations unless both parties agree that, and a delay in the selection process makes such submission unreasonable or that such changes are critical to meet the exigencies of the assignment. If this is not the case and it is established that key staff was offered in the proposal without confirming their availability, the Applicant may be disqualified.
- 6.5. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Applicant will initial the agreed contract. If negotiations fail, the Client will award the RFP and re-order the requirements.

7. Award of Contract

- 7.1. The contract will be awarded following negotiations. After negotiations are complete, the Client will promptly notify all Applicants through the procurement portal.
- 7.2. The Applicant is accepted to commence the Assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

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

DATA SHEET FOR SECTION 2 - INFORMATION TO APPLICANTS (ITA)

Section 2 ITA Clause Reference	The information in the Data Sheet is intended to complement a formal set of guidelines and provisions in the Section 2 – ITA. In the event of any conflict or ambiguity, the provisions in the Data Sheet shall prevail over those in the Section 2 – ITA. In the Section 2 – ITA provisions are captioned “AD-01” in this RFP, then in the Data Sheet such provisions are marked as “AD-01/02”.
1.1	<p>The name of the Client is Karnataka State Electronics Development Corporation Limited (KSDNCL) The module of application is Quality and Cost based Selection (QCBS)</p>
1.2	<p>Is Technical and Financial Proposals required: Yes Name of Assignments: Selection of Agencies for providing Training Consulting services for modernization and upgrade of ICT & Electronic Training services of KSDNCL across Karnataka</p>
1.3	<p>The assignment is phase- Yes</p>
1.4	<p>Is pre-proposal conference / pre-bid meeting shall be held: Yes, as stated in the RFP schedule The name(s), address(es), and telephone number(s) of the Client's Official(s) are: Karnataka State Electronics Development Corporation Limited (KSDNCL) 455, Kumara Park, 10th Cross Street, 1st Stage, 2nd Block, Koramangala, Bangalore 560022 (02-261222844) info@ksdncl.com</p>
1.5	<p>The Client will provide inputs: “No” or “As determined by the user organization.”</p>
1.6	<p>1. Tender Cost, As stated in the Procurement guide. 2. Barnest Money Deposit (BMD) 2.1. The Barnest Money Deposit (BMD) amount shall be Rs. 52,000/- (Rupees Fifty Two Thousand Only). 2.2. The client needs to submit a non-refundable proof of client agreement to the bid of Applicant's account, which would remain the BMD's forfeiture. 2.3. The Barnest Money Deposit shall be demonstrated in Indian Rupees and shall be paid in the procurement portal using the following payment modes: 2.3.1. Credit Card 2.3.2. Direct Debit 2.3.3. National Electronic Funds Transfer (NEFT) 2.3.4. Clearing Counter (CC) 2.4. The CC payment option will be available at the designated bank and branch or any bank approved by Government for making payments from the date of tender notification. 2.5. Confirmation of receipt of BMD in Government of Karnataka central pool A/C held at the Bank approved by Government will be verified. If found that an applicant does not or received the Proposal shall be rejected by the Client. 2.6. Unsuccessful Applicant's barnest money deposit will be refunded as promptly as possible within not later than 30 days after the submission of the period of tender validity prescribed by the Client.</p>

Section 2 75. Cause Reference	The information in the Data Sheet is intended to be completed, amended, in support of the provisions in the Section 2 - 75. In the event of conflict or ambiguity, the provisions in the Data Sheet shall prevail over those in the Section 2 - 75. In the Section 2 - 75, the words used retained "AS IS" in the RFP, then in the Data Sheet such provisions are marked as "In Change"																				
	<p>2.1. The successful Applicant, upon its money deposit will be refunded upon the Applicant signing the Contract, and fulfilling the performance security.</p> <p>2.2. The Earnest Money Deposit may be forfeited:</p> <p>2.2.1. For Applicants withdrawn its proposal during the period of bid validity specified by the RFP, or</p> <p>2.2.2. In case of a successful Applicant, if the Applicant fails:</p> <p>2.2.2.1. To sign the Contract, or</p> <p>2.2.2.2. To fulfill performance security.</p>																				
2.7.1	The Client envisages the need for continuity for document work-its																				
2.8	In change																				
2.9	No change																				
2.10	The success or loss and corruption in the contract are ICD 2.7.1																				
2.11	In change																				
2.12	No change																				
2.13	The proposal should be submitted in the following language: English																				
2.14	In change																				
2.15	In change																				
2.2.1	The minimum for professional staff to be deployed by the Applicant is as given below. The minimum for professional staff given below are indicative only. If additional professional staff is required to successfully complete the assignment, it shall be the responsibility of the applicant to deploy such additional professional staff and to call for no additional cost.																				
	<table border="1"> <thead> <tr> <th>No. of Professional Staff</th> <th>No. of Personnel (Direct / Indirect / Hybrid)</th> <th>Qualification</th> <th>Minimum Educational Qualification</th> <th>Minimum Experience</th> </tr> </thead> <tbody> <tr> <td>1. Project Manager</td> <td>1</td> <td>Good Grade Hybrid</td> <td>Master's Degree in MBA or M.Sc. or M.E. or M.Tech or project management Post Graduate Diploma' experience in IT in Training or Instruction</td> <td>Minimum 2 years of teaching and/or Experience in project and/or Instruction</td> </tr> <tr> <td>2. Subject Matter Experts (Training and Instruction)</td> <td>5</td> <td>Good Grade Hybrid</td> <td>Master's Degree in MBA or M.Sc. or M.E. or M.Tech or Post Graduate Diploma' experience in IT in Training or Instruction</td> <td>Minimum 10 years of consulting teaching and/or Electronics training and/or Instruction</td> </tr> <tr> <td>3. Subject Matter Experts (IT, Emerging Technologies &</td> <td>5</td> <td>Good Grade Hybrid</td> <td>Master's Degree in MBA or M.Sc. or M.E. or M.Tech or Post Graduate Diploma' experience in IT in IT and/or Emerging and/or Emerging</td> <td>Minimum 10 years of consulting teaching and/or Emerging and/or Emerging</td> </tr> </tbody> </table>	No. of Professional Staff	No. of Personnel (Direct / Indirect / Hybrid)	Qualification	Minimum Educational Qualification	Minimum Experience	1. Project Manager	1	Good Grade Hybrid	Master's Degree in MBA or M.Sc. or M.E. or M.Tech or project management Post Graduate Diploma' experience in IT in Training or Instruction	Minimum 2 years of teaching and/or Experience in project and/or Instruction	2. Subject Matter Experts (Training and Instruction)	5	Good Grade Hybrid	Master's Degree in MBA or M.Sc. or M.E. or M.Tech or Post Graduate Diploma' experience in IT in Training or Instruction	Minimum 10 years of consulting teaching and/or Electronics training and/or Instruction	3. Subject Matter Experts (IT, Emerging Technologies &	5	Good Grade Hybrid	Master's Degree in MBA or M.Sc. or M.E. or M.Tech or Post Graduate Diploma' experience in IT in IT and/or Emerging and/or Emerging	Minimum 10 years of consulting teaching and/or Emerging and/or Emerging
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Section 2 75. Cause Reference	The information in the Data Sheet is recorded in completed format, in duplicate on the provisions in the Section 2 - 75. In the event of conflict or ambiguity, the provisions in the Data Sheet shall prevail over those in the Section 2 - 75. In the Section 2 - 75 records have retained "A.E.C." in the RFP, then in the Data Sheet such provisions are marked as "to change"	
	6. Applicants should have worked for work during any one of the preceding three (3) financial years, i.e., FY 2022-23 (or) 2021-22 FY 2021-22 (or) 2020-21 FY 2020-21 (or) 2019-20	<ul style="list-style-type: none"> • Annual Turnover and turnover statements for the preceding three (3) financial years verified by Chartered Accountant with L.O.A number.
	7. Applicants who all have worked at least one (1) year, including assignments in the area of ICT & Business Training of value not less than Rs. 25 lakh to Central Government / State Government / Public Sector Undertaking during the preceding three (3) financial years.	<ul style="list-style-type: none"> • Purchase order / work order • Bid/ User Certificate / Work Completion certificate / Satisfaction Performance certificate.
	8. Applicants who all have worked at least one (1) project in the role of consultant to Central Government / State Government / Public Sector Undertaking during the preceding three (3) financial years.	<ul style="list-style-type: none"> • Purchase order / work order • Bid/ User Certificate / Work Completion certificate / Satisfaction Performance certificate.
	9. Applicants who all have worked at least one (1) project in the area of Public development and business process engineering to Central Government / State Government / Public Sector Undertaking during the preceding three (3) financial years.	<ul style="list-style-type: none"> • Purchase order / work order • Bid/ User Certificate / Work Completion certificate / Satisfaction Performance Certificate.
	10. Applicants should have office in Bangalore, Karnataka If the Applicants does not have an office in Bangalore, the Applicants should submit an undertaking stating that they shall open an office in Bangalore within 20 days of receipt of letter of intent / invitation of Award.	<ul style="list-style-type: none"> • ITR Registration / Purchase Bill / Monthly Bill / Lease Agreement • Undertaking to open an office in Bangalore.
	11. Applicants should be company certified for providing consulting services	<ul style="list-style-type: none"> • Valid documents certificate.
	12. Affidavit on Rs. 100 stamp paper, notarized, declaring the authenticity of assumptions, non-Manipulating information, its pending legal disputes, not filed for bankruptcy, restraints on public records more than holders of water authority, compliance with ISO norms, and consequences of violation.	<ul style="list-style-type: none"> • Affidavit as performed enclosed in B44, should be on Rs. 100 stamp paper and retained.

Section 2 2/4- Drawn Reference	The information in the Data Sheet is intended to be completed, amended, or supplemented by the providers in the Section 2 - 7/4. In the event of conflict or ambiguity, the contents of the Data Sheet shall prevail over those in the Section 2 - 7/4. In the Section 2 - 7/4, the words have remained "A.E.C." in the RFP, then in the Data Sheet such providers are mandated to be "Agency"								
2.5	No change								
2.6	No change								
2.7	No change								
2.8	Proposals must remain valid for a minimum period of 180 days after the proposal submission date.								
2.1	No change								
4.1	No change								
4.2	No change								
3.6	No change								
3.8	No change								
2.9	No change								
2.1	The address to send information to the client is: The Managing Director, National Open University (India) (NOU) KDA, Kharagpur Road Extension, Kharagpur (India) - 751005 Dist: Khargpur, Jharkhand, India 751005 0671-2212284/8 info@nou.ac.in								
2.1	No change								
2.2	Technical Bid Evaluation: <ol style="list-style-type: none"> Tender Cost and BIDD Evaluation by the Agency, who have not possible applicable for the Govt and IIT, will be summarily rejected. One company One Bid One company / One shall submit one bid only. If company / One is found to have submitted more than one bid, all such bids will be summarily rejected. Pre-qualification Criteria evaluation: It is mandatory for the applicants to meet all the qualification criteria mentioned in Data Sheet at 2.2.2. If the bid does not meet any or more of the qualification criteria mentioned in the Data Sheet at 2.2.2, such bid will be summarily rejected and further evaluation will not be carried out for that bid. Mark based evaluation: The less the quality in the above evaluations will be evaluated based on the point system as given below: 								
3.	<table border="1"> <thead> <tr> <th>3.</th> <th>Technical Evaluation Criteria</th> <th>Mark/Score</th> <th>Weight</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Experience in the S.V.aid field</td> <td> <ul style="list-style-type: none"> Should have provided consultancy services for IIT & Govt. training in Central Government / State Government / Public Sector Undertaking - Each project 5 marks (Maximum of 10 marks) Should have provided consultancy services in Govt./Govt. sector - Each project 5 marks (Maximum of 10 marks) Should have provided consultancy services for Public </td> <td>10</td> </tr> </tbody> </table>	3.	Technical Evaluation Criteria	Mark/Score	Weight	1.	Experience in the S.V.aid field	<ul style="list-style-type: none"> Should have provided consultancy services for IIT & Govt. training in Central Government / State Government / Public Sector Undertaking - Each project 5 marks (Maximum of 10 marks) Should have provided consultancy services in Govt./Govt. sector - Each project 5 marks (Maximum of 10 marks) Should have provided consultancy services for Public 	10
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Section 2 RFA (Qualification Reference)	The information in the Data Sheet is intended to complement, instead of duplicate, the provisions in the Section 2 - RFA. In the event of conflict or ambiguity, the provisions in the Data Sheet shall prevail over those in the Section 2 - RFA. The Section 2 - RFA results have remained "As Is" in the RFP, when in the Data Sheet such provisions are marked as "to merge"	
	<p>Development and/or an implementation into areas of Skill/Training/IT Training and/or Skill Development in Central Government / State Government / Public Sector Undertaking - Each project/2 mark /Maximum 10 marks</p> <ul style="list-style-type: none"> • Should have provided at least one service for the analysis and/or business process mapping/working in the areas of Skill/tech and/or training and/or Skill Development in Central Government / State Government / Public Sector Undertaking - Each project/2 mark /Maximum 20 marks 	
	<p>1. Approach and Methodology</p> <ul style="list-style-type: none"> • Understanding of key issues in Skill/tech, training, Skill Development, especially in Karnataka - 1 mark • Understanding of policies, administrative framework being implemented by Government in Skill Development, ICT, Electronic, Emerging Technologies - 2 marks • Strategic planning, designing and development of policy and SOPs - 2 marks • Instruments for performance benchmarking, monitoring, evaluation and improvement - 2 marks • Timelines - 2 marks 	10
	<p>2. Qualification and experience of the proposed staff for the assignment</p> <ul style="list-style-type: none"> • Project Manager (1 no) - 20 marks <ul style="list-style-type: none"> • Masters Degree or MBA or M.Sc. or M.E. or Post Graduate Diploma in Training or Skill/tech - 3 marks • Project management experience in ICT training and/or Electronic training and/or Skill/tech sector <ul style="list-style-type: none"> • < 3 years = 2 marks • 4-10 and > 10 years = 3 marks • > 10 years = 4 marks • > 15 years = 5 marks • Subject Matter Expert Training and Skill/tech (2 no) - 10 marks <ul style="list-style-type: none"> • Masters Degree or MBA or M.Sc. or M.E. or Post Graduate Diploma in Training or Skill/tech - 3 marks • Minimum 10 years of experience in ICT training and/or Electronic training and/or Skill/tech sector <ul style="list-style-type: none"> • < 10 years = 2 marks • 11 and > 11 years = 3 marks • 12 and > 12 years = 4 marks • 13 and > 13 years = 5 marks • Subject Matter Expert ICT, Emerging Technologies & Electronics (1 no) - 20 marks <ul style="list-style-type: none"> • Masters Degree or MBA or M.Sc. or M.E. 	40

Section 2 75. Clause Reference	The information in the Data Sheet is intended to complement, and not to supersede, the provisions in the Section 2 - 75. In the event of conflict or ambiguity, the provisions in the Data Sheet shall prevail over those in the Section 2 - 75. In the Section 2 - 75, the words have remained "As is" in the RFP, then, in the Data Sheet such provisions are marked as "No change".
	<ul style="list-style-type: none"> • For the Graduate Diploma in IIT and/or Emerging technologies and/or Electronics - 2 marks • Minimum 10 years of experience in IIT and/or Emerging technologies and/or Electronics: <ul style="list-style-type: none"> • < 10 years = 2 marks • >= 10 and < 20 years = 3 marks • >= 20 and < 30 years = 4 marks • >= 30 years = 5 marks • Senior Data Scientist/Business Analyst (1 x) = 10 marks <ul style="list-style-type: none"> • Masters Degree in IIT or IISc or IITM or IITD or Post Graduate Diploma in Training or M.Ed - 2 marks • Minimum 2 years of consulting experience in IIT training and/or Business training <ul style="list-style-type: none"> • < 2 years = 1 mark • >= 2 and < 10 years = 2 marks • >= 10 and < 20 years = 3 marks • >= 20 years = 5 marks
4.	<p>4.1. Discretion</p> <p>4.2. Larger marks awarded by the panel</p>
5.	<p>5.1. Presentation is a mandatory for the Applicants to attend the presentation on the date and time intimated by the Client. If the Applicant fails to attend the presentation on the date and time intimated by the Client, the Client reserves the right to summarily reject the bid submitted by such Applicant.</p> <p>5.2. The minimum acceptable score required to qualify is 70 marks out of total 100 marks.</p> <p>5.3. The bidders reserve the right to seek clarification and/or any additional information during the evaluation.</p>
5.4	No change.
5.5	No change.
5.6	No change.
5.7	<ul style="list-style-type: none"> • The final selection of the Agency would be based on GCES 30 marks Cum Overall Technical. • The technical score would be calculated for each Applicant by IIT/IITJ and all the Applicants who score at least 70 marks out of 100 would be considered for financial evaluation. Applicants who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation. • The financial score would be calculated through a normalization process where the lowest Applicant would be given 100 marks and several other Applicants would be normalized against this. • Final selection would be based on weighted score where the weights for technical and financial scores would be in the ratio of 80:20.

Section 2 75. Cause Reference	The information in the Data Sheet is intended to complement, and not to supersede, the provisions in the Section 2 - 75. In the event of conflict or ambiguity, the provisions in the Data Sheet shall prevail over those in the Section 2 - 75. In the Section 2 - 75 provisions listed retained "As Is" in the SCC, then, in the Data Sheet such provisions are marked as "In Change"
	<ul style="list-style-type: none"> 4. The formula for cost sharing the financial services as follows: $A = 100 \times \frac{P}{P+Q}$, in which <ul style="list-style-type: none"> a. P is the financial cost, b. Q is the lowest price, and c. A is the price of the proposal under cost sharing. 4. The proposals will be ranked according to their combined technical (T) and financial (F) scores using the weights T + the weight given to the Technical Proposal, T + the weight given to the Financial Proposal, T + F = (i) indicated in the Data Sheet: $T = 21 \times T\% + F = 21 \times F\%$ <ul style="list-style-type: none"> a. T = Weightage of Technical Proposal = 0.00 b. F = Weightage of Financial Proposal = 0.00 c. Total weightage = T+F = 0 4. The Consultant achieving the highest combined technical/financial score will be invited for negotiations. 4. The bidder securing the highest bid score will be adjudged as the most responsive applicant for award of the project. 4. If more than Applicants submit the same "Total (A) weightage" then the Applicant with the highest overall score in the RFP 2024-25 (AT 2024-25) shall be considered as the successful Applicant.
2.0	No change
2.1	The address for negotiation will be intimated in the invitation for negotiation
2.2	No change
2.3	No change
2.4	No change
2.5	No change
7.1	No change
7.2	The Applicant is supposed to commence in April-2025 . The location of assignment shall be domestic or 'as determined by COOCD' or 'as determined by the Government Agency'.
7.3	The Client shall conduct an inspection of all the manpower provided by the successful Applicant. The successful Applicant shall provide manpower for the assignment only after receiving approval of the Client. If the Client finds that performance of one or more manpower is poor or non-satisfactory, the Client will inform the Applicant to replace such manpower. It is the responsibility of the Applicant to replace such manpower within 7 days of receipt of intimation.
8.	<p>Performance Security</p> <p>2) Within seven (7) working days of the receipt of notification of award from the Client, the successful Applicant, shall furnish the Performance Security in accordance with the SCC. The Client shall promptly verify the name of the winning Applicant and charge the Bid Security EMD of the unsuccessful Applicants.</p>

Section 2 75. Cause Reference	The information in the Data Sheet is intended to complement, amend, or supplement the provisions in the Section 2 - 75. In the event of conflict or ambiguity, the provisions in the Data Sheet shall prevail over those in the Section 2 - 75. If the Section 2 - 75 provisions have remained "A.E.O." in the RFP, then in the Data Sheet such provisions are marked as "In Change".
	2) Failure of the successful applicant to submit the above-mentioned performance security under the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/ EMD.
B	<p>Restrictions on Public Procurement from Entities of Certain Countries</p> <p>8. Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.</p> <p>8.1. "Bidder" (including the term "bidders" or "contractors" or "service providers" or "agency" in certain contexts) means any person or firm or company, including any member of a partnership or joint venture (that is an association of several persons or firms or companies, duly and lawfully joined together in any of the jurisdictions of business stated hereinafter, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>8.2. "Entity from a country which shares a land with India" for the purpose of this Order means:-</p> <p>8.2.1. An entity incorporated, established or registered in such a country; or</p> <p>8.2.2. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>8.2.3. An entity substantially controlled through a third incorporated, established or registered in such a country; or</p> <p>8.2.4. An entity whose beneficial owner is located in such a country; or</p> <p>8.2.5. An Indian (or other agent of) such an entity; or</p> <p>8.2.6. A natural person who is a citizen of such a country; or</p> <p>8.2.7. A consortium or joint venture whose any member of the consortium or joint venture falls under any of the above.</p> <p>8.3. The beneficial owner for the purpose of clause 8.2.4 will be as under:-</p> <p>8.3.1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest of who exercises control through other means.</p> <p>8.3.2. In relation:-</p> <p>8.3.2.1. "Controlling ownership interest" means ownership of or entitlement to more than one-fifth of the portion of shares or capital or profits of the company;</p> <p>8.3.2.2. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.</p> <p>8.3.3. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has a majority of ownership or more than fifteen percent of capital or profits of the partnership;</p> <p>8.3.4. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a majority</p>

Section 2 T&C Clause Reference	The information in the Data Sheet is recorded in computerized format, in accordance with the provisions in the Section 2 - 17A. In the event of conflict or ambiguity, the provisions in the Data Sheet shall prevail over those in the Section 2 - 17A. In the Section 2 - 17A records have retained "A.E.C." in the 202, then in the Data Sheet such provisions are marked as "in change".
	<p>of or conditions to make them fit for a portion of the property or capital or profits of such association or body of individuals.</p> <p>1.1.6. Where no natural person is identified under 1.1.1, 1.1.2 and 1.1.3 above, the term local owner is also relevant natural person who holds the position of senior managing officer;</p> <p>1.1.8. In case of a trust, the identification of beneficials would shall include identification of the trustee of the trust, the trustee, the beneficiaries with fit for a portion or not to invest in the trust or any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>2.4. An agent or customer employed as an agent or for another, or in representing another in dealing with third parties.</p> <p>2.6. A certificate for taxing that the above clause is required to be submitted / approved by the regulator separately in the following format:</p> <p>2.6.1. "I have read the clause regarding restrictions on procurement from a bidder of a country which starts a local tender with note. I certify that the bidder is not from such a country or, if from such a country, has been registered with the competent Authority. I hereby declare that the bidder fulfills all requirements in this regard and is eligible to be considered, (where applicable, subject of valid registration by the Competent Authority shall be attached.)"</p> <p>2.8. A certificate where the requirement is required:</p> <p>2.8.1. A certificate is required to be submitted / approved by the regulator in regard of sub contracting separately in the following format:</p> <p>2.8.1.1. "I have read the clause regarding restrictions on procurement from a bidder of a country which starts a local tender with note and on sub-contracting to contractors from such countries. I certify that the bidder is not from such a country or, if from such a country, has been registered with Competent Authority and all sub-contractors are not from a country from such as unless unless such contractor is registered with the Competent Authority. I hereby certify that the bidder fulfills all requirements in this regard and is eligible to be considered. (where applicable, evidence of valid registration by the Competent Authority shall be attached.)"</p> <p>2.9. In respect of procurements wherein the Standard Tender Documents are not mandatorily issued by the Financial Directorate, the Procurement Director are directed to incorporate the above clause as applicable conditions and sub-contract provisions in the concerned tender documents.</p> <p>2. A bidder is permitted to procure non-material, components, sub-materials, etc. from the vendor from countries which starts a local tender with note. Such vendors will not be required to be registered with the Competent Authority, and to not approved as "Local/Trading".</p> <p>2. However, in case a bidder has proposed to supply finished goods (such as hardware) / materials from the vendor from the countries that local tender with note, such a tender will be required to be registered with the Competent Authority.</p>

D:\secrets

to:

Director General

Karnataka State Technical Education Corporation Limited

SECTION B - TECHNICAL PROPOSAL - STANDARD FORMS

1. Technical Proposal Submission Form

(To be submitted in separate order book)

RFP No. _____

Date: ____/____/____

To:

The Managing Director,
 Karnataka State Electronics Development Corporation Limited,
 408, Ganga Park Street, Dodderpet, Bellary Road, Bangalore,
 Karnataka,
 Bangalore, 560002

Subject:

Reference RFP No. _____

Subject: Technical Proposal for _____

We, the undersigned, offer to provide the _____ for the above in accordance with your Request for Proposal into no. _____ dated ____/____/____. We are hereby submitting our Proposal which includes the Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the RFP terms and conditions. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake you are not liable for accepting Proposal(s) received.

Yours sincerely,

Authorized Signature:

Name:

Title:

Company/Dept.:

City:

2. Applicant's Reference

[To be submitted on company letter head]

[Request Services Covered Call in the last Three years Not Less Than Five (5) Customers / Similar Assignments]

RFP No.

Date: _____

To,

The Managing Director,
Karnataka State Electronics Development Corporation Limited,
408, Kulkarni Park, 100th Crossroad, Bellary, Bengal Road,
Bengaluru, Karnataka,
Bangalore 560022

Dear Sirs,

Being a former bidder, details of former or past reference project for which a copy of Tender / Invoice and completion certification is submitted in the proposal for qualification and technical evaluation.

Sr.	Particulars	(DOB)			
1	Invoice Number				
2	Order number and date				
3	Client Name				
4	Client Address				
5	Client Contact Details	Name	Designation	Mobile	Email
6	COMPACT STATE DATA				
7	Current Company Name				
8	COMPACT VALUE				
9	Major scope of work				
10	Current Period				
11	Staff provided for your firm / company under this order	Sr.	Position of Staff	Number of Staff	Total Months
12	Current Contact Status				

Yours sincerely,

Authorized Signatory:

Name:

Title:

Company Name:

City:

3. Comments and Suggestion on the Terms of Reference **(Deleted)**

(To be submitted to the company in Pdf file)

Date: _____

Signature: _____

To:

The Managing Director,
Karnataka State Electronics Development Corporation Limited,
#52, Kumaraswami Street, Bangalore, Karnataka 560002,
Shree Siddaganga,
Bangalore, 560002

Definition:

Sr	Description	Priority
1	Terms of Reference	
2	Data, services & facilities to be provided by the client	

Your sincerely,

Authorized Signature:

Name:

Title:

Company Name:

City:

4. Description of the Approach, Methodology and Work Plan

(To be submitted in company letterhead)

Part 102

Page 10 of 10

To:

The Managing Director,

General Electric Electronics Development Corporation Limited,

455, Gurgaon Park Road, Gurgaon, Gurgaon Road,

Shahdola, Gurgaon,

Haryana 122002

Dear Sirs,

The following are the description of the approach, methodology and work plan:

Your address:

Author's Name:

Design:

Title:

Company Name:

City:

5. Team Composition and Task Assignments

(To be submitted in company letterhead)

Ref No. _____

Date: _____

To,

The Managing Director,

Karnataka State Electronics Development Corporation Limited,

#55, Kumaraswami Street, Bangalore, Karnataka, India.

Shubhalakshmi,

Bangalore, 560002

Organization,

1) For the approval of Technical Staff

Sr.	Name	Position	Task
1.			
2.			
3.			

2) For Support Staff

Sr.	Name	Position	Task
1.			
2.			
3.			

Your sincerely,

Authorized Signature:

Name:

Title:

Company Seal:

City:

B. Format of Curriculum Vitae of Proposed Key Professional staff

(To be submitted in company letterhead)

Date: _____

Signature: _____

The Managing Director,

Ganaraj Group of Institutions, Bangalore and Corporation Limited,

#55, Ganga Park, 1st Stage, 1st Cross, Ganga Park, 1st Stage,

Maddur, Bangalore,

Bangalore - 560022

B.	Particular	Details				
1.	Proposed Position					
2.	Firm / Company					
3.	Self Name					
4.	Date of Birth					
5.	Nationality					
6.	No. of Years in Firm / Company					
7.	Educational Qualification	Sl.	Year	Degree	College / University	Grade
8.	Professional Qualification / Training	Sl.	Year	Professional Qualification	Institution	
9.	Membership in Professional Bodies	Sl. Membership				
10.	Employment History (in					

Sl.	Particular	Details				
		Work	To	Complete	Integration	Location
11. Languages Known		Language	Level	Read	Write	
(mark in letter preference) is excellent, good, fair or poor.						
12. Confirmation	I (the undersigned, hereby) state to the best of my knowledge and belief, that data correctly describe me, my qualifications, and my experience.					
Date						
Place	Signature of Self					

Yours sincerely,

Lithendra Signature

Name

Title

Company/Dept

City

7. Time Schedule for Professional Personnel

(To be submitted in company letterhead)

Ref No.:

Date: / /

To:

The Managing Director,

Tamil Nadu Electronics Development Corporation Limited,

#55, Kumara Park Street, Chennai, Tamil Nadu, India.

Shriharipuram,

Bangalore, 560022

Particulars:

Sl. No.	Name	Design	Expertise (Qualification)	Months (To be submitted in the form of Bar Chart for the period of completion of assignment)												Total Months
				01	02	03	04	05	06	07	08	09	10	11	12	
1																
2																
3																

Yours sincerely,

Authorized Signature:

Name:

Title:

Company Name:

City:

B. Activity /work Schedule

(To be submitted in company letterhead)

Ref No.:

Date: / /

To:

The Managing Director,

Maharaja Ganga Electronics Development Corporation Limited,

#55, Ganga Park Street, Bangalore, Karnataka, India.

Shubhalakshmi,

Bangalore - 560022

Description:

1) Bar Chart of Activities

Sl	Activity Code	Months												Total Months	
		M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12		
1															
2															
3															
4															

2) Monthly progress and Completion Diagram

(Attach a flow chart/ Gantt chart/ bar chart/ monthly progress and completion chart)

Yours sincerely,

Authorized Signature:

Name:

Title:

Company/Dept:

City:

9. Details of Applicant

(To be submitted on company letterhead)

Ref No.:

Date: / /

To:

The Managing Director,
Kementerian Elektronika dan Komunikasi, PT Telekomunikasi Indonesia (Persero) Tbk.,
Jl. Sumatra Barat, Gedung Telekomunikasi, Gedung Telekomunikasi,
Jl. Sudirman,
Jakarta, 10119

Information:

No.	Description	Details
1	Company / Organization Name	
2	Address of Registered Office	
3	Contact Details	<ul style="list-style-type: none"> • Landline • Mobile • Email
4	Director / CEO email	<ul style="list-style-type: none"> • Landline • Mobile • Email
5	Contact Person for this tender	<ul style="list-style-type: none"> • Landline • Mobile • Email
6	Branch Office	<ul style="list-style-type: none"> • Branch-0.kodpos • Branch-1.kodpos • Branch-2.kodpos

Your sincerely,

Authorized Signature:

Name:

Title:

Company Seal:

Date:

11. Training/Methodology and Documentations [DELETED]

(To be submitted in company letterhead)

Ref No.

Date: / /

To,

The Managing Director,
Sankhya Tech Education Development Corporation Limited,
#55, Ganga Park West Extension, Sakinaka, Bangalore-560022,
Bhadracharya,
Bangalore- 560022

Dear Sir,

Your ref No.

Latterhead Signature

Name:

Title:

Company Name:

City:

12. Format of Annual Turnover and Networth Statement

[To be provided on letter head of Chartered Accountant.]

[This table to be signed and certified by Chartered Accountant with stamp]

The Annual Turnover and Networth of M/s _____ during the past five years is given below:

Sl.	Financial Year	Annual Turnover (in Rs)	Networth (in Rs)
1			
2			
3			
4			
5			

We hereby declare the above turnover statement is true and correct.

Signature of Chartered Accountant

Seal of Chartered Accountant

Registration number

Name of Chartered Accountant

Date

Place

City

13. Format of Affidavit

(To be submitted by bidder's authorized person on Stamp Paper of Rs. 100/-)

(The affidavit shall be witnessed)

AFFIDAVIT

This affidavit is executed by M/s _____ on this _____ day of _____, 20____, having its registered office at _____ for the Request for Proposal for _____ vide reference no. _____ dated _____.

We / I hereby declare and undertake as follows:

- 1) We / I state that all the information, documents, testimonials, certificates, curriculum vitae, orders, invoices, proof of payment, verifications, etc., submitted by us for the above mentioned proposal are all correct and genuine.
- 2) We / I declare that our firm / company M/s _____ is not affiliated or its registered by any Government / Quasi-Government / other organization.
- 3) We / I declare that our firm / company M/s _____ do not have any pending disputes in the courts of law.
- 4) We / I have carefully read the terms and conditions stated in the RFP and we / I shall comply with the same.
- 5) We / I have read the clause regarding restrictions on procurement from a list of countries which share a land border with India. We / I declare that we / I are not from such a country as, if from such a country, has been registered with the competent Authority. We / I hereby declare that we / I fulfill all requirements in this regard and is eligible to be considered. (where applicable, evidence of valid registration by the Competent Authority shall be attached.)
- 6) We / I declare that if any or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by Corporate Debt Recovery Development Corporation Limited (CDRDL) for the period of three years.

Witnessed by me,

Signature

Address

Serial

Title

Company

Date

Place

SECTION 4 - FINANCIAL PROPOSAL SUBMISSION FORM

I. Financial Proposal Submission Form **[DELETED]**

(This section is deleted)

2. Summary of Costs

- 2.1. The financial proposal should be submitted in the following manner:
 - 2.1.1. The financial proposal format given in the RFP for information purposes only.
 - 2.1.2. The quantities stated in the RFP are subject to very during clarification, extension, consolidation, contract period.
 - 2.1.3. The financial proposal details should not be disclosed in the technical proposal. If the financial proposal details are shared in the technical proposal, such bids shall be summarily rejected.
 - 2.1.4. All taxes and amounts quoted shall be inclusive of Customs Duty, GST, transportation, insurance, communication, material, electrical, laptop, smartphone, electronic, software, tools, stationary, accommodation, learning, lodging, travelling, per diem, service fees, charges etc. which are required for the successful completion of the assignment.
 - 2.1.5. The Applicant shall indemnify the Client against any licensing issue, claims, damages, etc. whatsoever arising out of his engagement, at the Applicant's own risk and cost.
 - 2.1.6. The Client reserves the right to change the financial bid format through extension / consolidation.
 - 2.1.7. The taxes and amounts quoted, reported and received shall remain fixed during the contract period.

Sl. No.	Assignment	Lump Sum Amount (all inclusive) including GST
1.	Providing Training Consulting services for modernization and upgradation of ICT & Elements Training services of GPO/ICC across Karnataka	

3. Breakdown of Costs

- 3.1. The Applicant shall upload the breakdown of costs in the spreadsheet provided in the financial statement of RFP portal.

SECTION 5 - TERMS OF REFERENCE

1. Background

- 1.1. Karnataka State Electronic Development Corporation (KSEDC) Karnataka State Electronic Development Corporation (KSEDC) was established in 1976 to promote rapid growth of electronics in Karnataka. KSEDC is into information technology services, hardware supply services, information technology education services and infrastructure development.
- 1.2. KSEDC/ICT Training services: KSEDC Education division is empowering the students and youth of Karnataka through multifaceted education & training initiatives by providing access to digital technology for learning and by upgrading the systems and people to enhance their employability requirements of industries in Karnataka. KSEDC's education division has a network of over 120 training centres across Karnataka as District, Taluk and Block which provides training, upskilling, reskilling to students, working professionals, etc. The training centres are fully equipped with IT, allied infrastructure, internet facilities and are managed by trained faculty / staff. KSEDC's IT course materials have been formulated to include basic to skills and advanced IT skills including information security & cybercrime. KSEDC also provides bespoke ICT training to Government employees as per requirements of their government departments / agencies.
- 1.3. KSEDC now intends to appoint an Agency for providing training consulting services for modernization and upgradation of its IT & Electronic Training services across Karnataka.

2. Concise Statement of Objectives

- 2.1. This RFP has been published with an objective of providing Training Consulting services for modernization and upgradation of IT & Electronic Training services of ICDRCC across Karnataka.

3. An Outline of the Tasks to be Carried Out

- 3.1. The broad scope of services to be provided by the Agency shall be in the following areas (including but not limited to):
 - 3.1.1. Study of existing ICT training services of KSEDC, various requirements, current policies of Karnataka, trends of electronic fields, emerging technologies, industry consultations, etc.
 - 3.1.2. SWOT Analysis, Business Process Reengineering and ICT learning, curriculum and course design.
 - 3.1.3. Harmonize with technology industry, public sector, international, central, state, national institutions, research organizations, startups, etc.
 - 3.1.4. Development of IT & Electronic Training Policy 2024 of ICDRCC.
 - 3.1.5. Development of Standard Operating Procedures (SOPs) for the implementation, operations, monitoring, evaluation, improvement of IT & Electronic training Policy 2024.
 - 3.1.6. Drafts key professional staff required for the assignments.
 - 3.1.7. Any other activities, services, software, programs, etc. as required by the client.

4. Contract Duration

- 4.1. The contract duration shall be for a period of four (4) months which may be extended for a further period of four (4) months based on the requirements of KSEDC, performance of the Agency.

5. Data, Services and Facilities to be Provided by the Client

- 5.1. GDOT will provide office space and internet connectivity.

6. Final Outputs (i.e., Reports, Drawings, etc.) that will be required of the Technical Resource

- 6.1. As stated in the Appendix 1 - Description of services to be provided by the agency and as per the requirement of the GDOT.

7. Composition of Review Committee to Monitor Agency's Work

- 7.1. The work carried out by the Agency shall be reviewed by the GDOT.

8. Procedure for Review

- 8.1. The procedure for review is as follows:

- 8.1.1. The progress shall be reviewed by the User Department of the Review Committee constituted by the User Department.
- 8.1.2. The Client shall review the progress on a weekly / fortnightly / monthly / bi-monthly basis.

SECTION 6 - CONTRACT

1. Form of Contract

This contract (hereinafter called the "Contract") is made this _____ day of the month of _____ 2008.

BY AND BETWEEN

on the one hand, _____ having its office at _____ (hereinafter called the "Client")

AND

on the other hand, _____ having its office at _____ (hereinafter called the "Agency")

WHEREAS

- the Client has requested the Agency to provide _____ (hereinafter called the "Assignment") on behalf of _____;
- the Agency, having represented to the Client that they have the required qualification, expertise, professional skills, and personnel and technical resources, have agreed to execute the assignment on the terms and conditions as laid in this Contract;
- Client and Agency shall be individually referred to as Party and collectively referred to as Parties.

NOW KNOWING that the parties hereto have agreed as follows:

- The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - Request for Proposal published under Notification no. _____ dated _____
 - Concession letter no. _____ dated _____
 - Schedule of Quantities and Rates
 - The General Conditions of Contract (hereinafter called "GCC")
 - The Special Conditions of contract (hereinafter called "SCC")
 - The following Annexures:
 - Annexure 1 - Description of the Services to be provided by the Agency
 - Annexure 2 - Reporting Requirements
 - Annexure 3 - City Documents
 - Annexure 4 - Services and Facilities to be provided by the Client
- The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract in particular.
- The Agency shall carry out the assignment in accordance with the provisions of the Contract, and
- The Client shall make payments to the Agency in accordance with the provisions of the Contract.

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

FOR AND BEHALF OF

Karnataka State Electronics Development Corporation Limited

25, Vokkaluri, 100th Cross, 100th Main, Bangalore

AC Signature and Seal of

In the presence of _____

at address (signature, name and address) of

FOR AND BEHALF OF

Name of Agency

By: Name and Address of Authorized Signatory

at (signature and date) of

in the presence of _____

at address (signature, name and address) of

2. General Conditions of Contract (GCC)

2.1. General Provisions

2.1.1. Definitions

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

- 2.1.1.1. "Applicable law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- 2.1.1.2. "Contract" means the contract signed by the Vendor, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1.1 of said signed Contract;
- 2.1.1.3. "Effective Date" means the date on which the Contract comes into force and effect pursuant to Clause 3.1.1;
- 2.1.1.4. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 2.8;
- 2.1.1.5. "GCC" means these General Conditions of Contract;
- 2.1.1.6. "Government" means the Government of Karnataka;
- 2.1.1.7. "Local laws" means Indian National Laws;
- 2.1.1.8. "Member" means the Agency member of a joint venture of more than one entity, means any of those entities, and "Members" means all of those entities; "Member-in-Charge" means the entity specified in the SCC to act as their behalf in exercising all the Agency's rights and obligations towards the Client under this Contract. (Joint venture not permitted);
- 2.1.1.9. "Vend" means the Client or the Agency, as the case may be, and Parties means both of them;
- 2.1.1.10. "Personnel" means Manpower Resources hired by the Agency as employees and assigned to the performance of the Work from time to time (short term) and "key personnel" means the personnel referred to in Clause 3.01.4.1.1;
- 2.1.1.11. "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- 2.1.1.12. "Services" means the work to be performed by the Agency pursuant to the Contract as detailed in Annexure 1.1 and
- 2.1.1.13. **Sub-contracting is not permitted.** "Sub-contracting" means any subcontract which the Agency subcontracts any part of the Services in accordance with the provisions of Clauses 2.22 and 2.6. (Subcontracting is not permitted unless it is done with prior approval of the Client);
- 2.1.1.14. "Third party" means any person or entity other than the Government, the Client, the Agency, or a Subcontractor;

2.1.2. Law Governing the Contract

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

2.1.3. Language

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

11.4. Services

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

11.5. Location

11.5.1. The services shall be performed at such locations as are specified in Clause 3 and, where the location of a particular task is not so specified, at such locations, whether in Kamataka or elsewhere, as the Client may specify.

11.6. Authorized Representatives

11.6.1. Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Contract by the Client or the Agency may be taken or executed by the officials specified in the SOI.

11.7. Taxes and Duties

11.7.1. The Agency shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the contract price.

12. Commencement, Completion, Modification, and Termination of Contract**12.1. Effectiveness of Contract**

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

12.2. Commencement of Services

12.2.1. The Agency shall begin carrying out the Services within about 10 days after the date the Contract becomes effective, or at such other date as may be specified in the SOI.

12.3. Termination of Contract

12.3.1. Unless provided to the contrary in Clause 11.7, this contract shall terminate at the end of such time period after the Effective Date as is specified in the SOI.

12.4. Modification

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

12.5. Force Majeure**12.5.1. Definition**

12.5.1.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the material control of a Party, and which makes a Party's performance of its obligations under the Contract

impossible or so impractical as to be considered impossible under the circumstances.

12.12.1. No Discharge of Contract

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

12.12.2. Extension of Time

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

12.14. Payment

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

12.6. Suspension

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

12.8. Termination

12.8.1. Termination

12.8.1.1 The Client may terminate the Contract, in not less than thirty (30) days' written notice of termination to the Agency, in the event after the occurrence of any of the events specified in paragraphs 12.7.1.1 through 12.7.1.7 and any (30) days' in the case of the event referred to in 12.7.1.7.

12.8.1.2 If the Agency do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified in writing, such further period as the Client may have subsequently approved in writing;

12.8.1.3 If the Agency (or any of their Members) become insolvent or bankrupt;

12.8.1.4 If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

22.1.8. If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

22.1.9. For the purpose of this clause:

22.1.9.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the execution process or in contract execution.

22.1.9.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a subsequent process or the execution of a contract to the detriment of GOI, and includes collusion practices among Agency (prior to or after submission of proposals) designed to restrain prices or artificial non-competitive bids and to deprive GOI of the benefits of free and open competition.

22.1.10. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

22.2. By the Agency

22.2.1. The Agency may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs 22.2.1.1 through 22.2.1.3.

22.2.1.1. If the Client fails to pay any monies due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 7 thereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.

22.2.1.2. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days or such longer period as the Agency may have subsequently approved in writing following the notice by the Client of the Agency within specifying such breach.

22.2.1.3. If as the result of force Majeure, the Agency is unable to perform a material portion of its services for a period of not less than sixty (60) days.

22.3. Operation of Rights and Obligations

22.3.1. Upon termination of this Contract pursuant to Clause 22.2.1, or upon expiration of this contract pursuant to Clause 22.2.2, all rights and obligations of the Parties hereunder shall cease, except:

22.3.1.1. such rights and obligations as may have accrued on the date of termination or expiration;

22.3.1.2. the obligation of confidentiality set forth in Clause 200 (2.3.1 hereof);

22.3.1.3. any right which a Party may have under the Applicable Law.

22.4. Cessation of Services

22.4.1. Upon termination of this Contract by notice of either Party to the other (pursuant to Clause 200 (2.2.1) or 200 (2.2.2) hereof), the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Service to a close in a prompt and orderly manner and shall make such reasonable effort to keep expenditures for the purpose to a minimum. With respect to:

documents prepared by the Agency and its technical manager (resources) and equipment and materials furnished by the Client, the Agency shall proceed as provided, notwithstanding the clauses 22.7 and 22.12.2.2.

22.7.1. Payment Upon Termination

22.7.1.1 Upon termination of this Contract pursuant to Clause 22.7.1 or 22.7.2 the Client shall make the following payments to the Agency:

22.7.1.1.1 remuneration pursuant to Clause 2.6 for services satisfactorily performed prior to the effective date of termination;

22.7.1.1.2 amount in the year of termination pursuant to paragraphs 22.7.1.2 and 22.7.1.4, reimbursement of any reasonable cost incurred by the Agency and orderly completion of the Contract.

23. Obligations of the Agency

23.1. General

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

23.2. Conflict of Interest

23.2.1 Agency and its technical manager/resources not to solicit from Commission/Client, etc.

23.2.1.1 The remuneration of the Agency pursuant to Clause 2.6 shall constitute the Agency's sole remuneration in connection with this Contract or the Services, and the Agency and its technical manager/resources shall not accept for their own benefit any extra commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Agency shall use their best efforts to ensure that the Government, any Sub-Contractor, and Agency or other of them, neither shall not receive any such additional remuneration.

23.2.1.2 Open, honest Rules of Funding Agencies

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

23.2.1.3 Agency and Affiliates not to engage in certain activities

23.2.1.3.1 The Agency agrees that during the term of this Contract and after its termination, the Agency, and their affiliates, as well as any Sub-Contractor and any of its affiliates, shall be disqualified from

printing press, water or electric meter than the services and any continuation thereof for any project resulting from or already related to the services.

1.2.4. Prohibition of Conflicting Activities

1.2.4.1. Neither the Agency nor their Sub-Contractor nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- 1.2.4.1.1. During the term of the contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- 1.2.4.1.2. After the termination of the Contract, such other activities as may be specified in the SCC.

1.2.5. Confidentiality

1.2.5.1. The Agency, their Sub-Contractor, and the Personnel of either of them shall not, either during the term or within one (1) year after the cessation of this Contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the Client's business or operations without the prior written consent of the Client.

1.2.6. Insurance to Be Taken Out by the Agency

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

1.2.7. Agency's activities Requiring Client's Prior Approval

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

- 1.2.7.1.1. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Agency shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this contract;
- 1.2.7.1.2. appointing such members of the Personnel not listed in Annexure 2 ("On Demand and Sub-Contractor"), and
- 1.2.7.1.3. any other action that may be specified in the SCC.

1.2.8. Reporting Obligations

1.2.8.1. The Agency shall submit to the Client the reports and documents specified in Appendix 2 to the RFP, in the numbers, and within the periods set forth in the said Appendix.

1.3.1. Materials, documents, etc. prepared by the Agency to be the sole Property of the Client

- 1.3.1.1.** All plans, drawings, specifications, designs, reports, patents, copyrights, documents, software, invention, models, technical process rights, source code, etc. submitted by the Agency and/or its manager or resources in its contact with Client 1.3.1 shall become and remain the property of the Client alone, and the Agency shall, not later than upon termination or completion of its contract, deliver all copyrights of it to the Client, together with a detailed inventory thereof. The Agency shall not make a copy of such materials, documents, copyrights, Registrations about the future use of those documents, if any, shall be accepted in the RFP.

1.3.2. Equipment and Materials furnished by the Client

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

2.4. Agency's Personnel and Sub-Contractors**2.4.1. Selection of Personnel**

- 2.4.1.1.** The rates, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Agency's key Personnel are detailed in Annexure B. The key Personnel listed by title as well as by name in Annexure B are hereby approved by the Client.

2.4.2. Removal and/or Replacement of Personnel

- 2.4.2.1.** Except as the Client may otherwise agree, no changes shall be made in the key Personnel, & for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the key Personnel, the Agency shall furnish provide as a replacement a person of equal or better qualifications.
- 2.4.2.2.** If the Client finds that any of the Personnel have ill documented serious misconduct or has been charged with having committed a criminal action, or if he has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Client's written request specifying the grounds therefore, furnish provide as a replacement a person with qualifications and experience acceptable to the Client.
- 2.4.2.3.** The Agency shall bear no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

2.5. Obligations of the Client**2.5.1. Accidents and Damages**

- 2.5.1.1.** Unless otherwise specified in the RFP, the Client shall use its best efforts to ensure that the Government shall:
- 2.5.1.1.1.** issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and efficient performance of the Services.

- 18.11.1 assist the Agency and the Consultant and any Consultant employed by the Agency for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- 18.11.2 provide to the Agency, Sub-Contractor and Consultant any such other assistance as may be specified in the SCC.

18.2 Services and Facilities

- 18.2.1 The Client shall make available to the Agency and the Consultant, for the purposes of the services and free of any charge, the services, facilities and premises described in Appendix 1 as the times and in the manner specified in and Appendix 2, provided that if such services, facilities and premises shall not be made available to the Agency as and when so specified, the Consultant shall agree on (i) any time extension that it may be appropriate to grant to the Agency for the performance of the services, (ii) the means in which the Agency shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Agency as a result thereof.

19. Payments to the Agency

19.1 Total Sum Remuneration

- 19.1.1 The Agency's total remuneration shall not exceed the contract price and shall be free including all staff costs, Subcontractors costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Agency and its personnel in carrying out the Services specified in Annexure D. Except as provided in Clause 19.2, the Consultant shall not be entitled to request for any additional payments in accordance with Clause 19.4.

19.2 Contract Price

- 19.2.1 The contract will be a fixed price contract.

19.3 Payment for Additional Services

- 19.3.1 For the purpose of determining the remuneration due for additional services as may be agreed under Clause 19.4, a limitation of the rate is provided in Annexure 4 and 5.

19.4 Terms and Conditions of Payment

- 19.4.1 Payments will be made to the account of the Agency and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the fees payable shall be made against the provision by the Agency of a bank guarantee for the same amount, and shall be held for the period stated in the SCC. Any other payment shall be made after the conditions laid in the SCC for such payment have been met, and the Agency has submitted an invoice to the Client specifying the amount due.

19.5 Interest on Delayed Payments (Not Applicable and Deleted)

2.7 Settlement of Disputes

2.7.1 Arbitral Settlement

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

2.7.2. Escrow Settlement

2.7.2.1. In case of dispute or difference arising between the parties relating to any matter arising out of or connected with this contract, such disputes or differences shall be settled in accordance with the law to approaching the appropriate courts within the original and sole jurisdiction being Bangalore.

3. Special Conditions of Contract (SCC)

SCC No. / Clause Reference	Amendments of, and supplements to, Clauses in the Section 3 (Special Conditions of Contract)
2.1.4	<p>The address are</p> <p>Client: Karnataka State Electronics Development Corporation Limited, 400, Laxminagar Park West Extension, Railway Kanakapura Road, Shrothacharam, Bengaluru 560026.</p> <p>Agency: _____</p> <p>Material shall be delivered to the address as follows:</p> <ol style="list-style-type: none"> 1) In the case of electronic delivery or registered mail or speedpost, on delivery; 2) In the case of physical delivery, 24 hrs. as following on firm delivery presentation.
2.1.5	<p>The Authorized Person/Persons are</p> <p>Client: The Managing Director, Karnataka State Electronics Development Corporation Limited, 400, Laxminagar Park West Extension, Railway Kanakapura Road, Shrothacharam, Bengaluru, 560026.</p> <p>Agency: _____</p>
2.2.1	<p>The Agency and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing enactment or enacted laws during the life of this contract and the client shall not form such duties in regard to the production of such so as may be lawfully imposed.</p> <p>It is the responsibility of the Agency to ensure strict compliance with all laws, including but not limited to Government of India, Govt. of Karnataka, to the Government.</p>
2.2.1	The date on which the Contract shall commence is _____.
2.2.2	The time period shall be 7 days.
2.2.3	The contract shall be for an initial period of three (3) years which may be extended for a further period of one (1) year on the performance of the Vendor being found satisfactory and approval of the Government.
2.2.3.1	The Agency and its staff shall strictly adhere to the Information Technology Act 2008, Digital Signature Act 2005, The Information Security Act 2008, and all other laws along with all its subsequent amendments at all times.
2.3.4	It shall be the responsibility of the Agency to obtain necessary and required insurances (comprehensive) for the equipment, materials, vehicles, etc.
2.3.4.1	The writer agrees are: _____
2.3.7	The Agency shall not use these documents for purposes unrelated to this contract without the prior written approval of the Client.
2.4.1.4	The client reserves the right to vary the quantity by 10%.
2.5.2	The amount of the contract is Rs. _____.
2.5.4	The milestones, deliverables and payment terms shall be as given below:

Sl. No. of COICD Clause Reference	Annexure of work assignments to Clause 10 of Section 10 (General conditions of Contract)			
	Sl. No.	Description	Timeline	Payment % of contract value
	1	• Work order to Agency	0	-
	2	• Study of existing A200-03 IT training services, Weld Sparging Technology etc. • Submission of draft 'A0-03' Training Services document	T+10 working days	-
	3	• Review of draft 'A200-03' Training Services document • Submission of final 'A0-03' Training Services document	T+10 working days	-
	4	• SWOT Analysis, Success Factors, Training need, Financial Indicators, etc. • Submission of draft 'T0-03' Training Services document	T+10 working days	20%
	5	• Review of draft 'T0-03' Training Services document • Submission of final 'T0-03' Training Services document	T+10 working days	20%
	6	• Submission of draft 'COICD' Training Policy 2020	T+10 working days	-
	7	• Review of draft 'COICD' Training Policy 2020 • Submission of final 'COICD' Training Policy 2020	T+10 working days	20%
	8	• Submission of draft 'ISO/IEC Standard Operating Procedures (SOPs)	T+10 working days	-
	9	• Review of draft 'ISO/IEC Standard Operating Procedures (SOPs) • Submission of final 'ISO/IEC Standard Operating Procedures (SOPs)	T+10 working days	20%
	10	• Evaluation mechanisms, engagements, etc.	T+10 working days	20%
2.8.3	Payment shall be made within 15 days of receipt of the invoice and the relevant documents specified in Clause 2.8.4, and within 05 days in the case of the Final payment.			
2.8.4	<p>Liquidated Damages</p> <p>If the Agency fails to deliver part or all of the assignment within the period as specified in the Contract, the Client shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the</p>			

Section B (i) Bidding Clause References	Requirements of and Supplements to Clauses in the Section B (i) General Conditions of Contract
	<p>agreement for each week or part thereof of as by unit actual delivery or performance, up to a maximum production of 10% of the contract price. Once the maximum is reached, the Client may consider termination of the Contract.</p>
B.1.2.1	<p>Dispute Settlement If any dispute arises between the bidder and the sponsor/bidder in connection with, or arising out of, the agreement or RFP or the execution of the contract, such disputes or differences shall be settled in accordance with the law or by referring the agreement to one of the three original and only jurisdictions being Bangalore.</p>
1.6	<p>Performance Security</p> <ol style="list-style-type: none"> 1) Within 7 working days of notification of award/acceptance of award, the Agency shall furnish Performance Security to the Client for an amount of 10% of the contract value, within 30 days after the date of completion of performance obligations under this contract. 2) Performance security should be in the form of an irrevocable Bank Guarantee. The performance security should be valid up to 30 days after the expiry of the contract period. 3) Discharge of the performance security shall take place not later than 30 days following the date of completion of the Agency's performance obligations under the contract. 4) In the event of any contractual amendment, the agency shall, within 7 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 30 days after the completion of performance obligations.
1.8	<p>Restrictions on Public Procurement from Bidders of Certain Countries</p> <ol style="list-style-type: none"> 1. Any Bidder from a country which also is a bid with rule will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. <ol style="list-style-type: none"> 1.1. "Bidder" (including the term "contractor," "consultant" or "service provider" or "agency" in certain contracts) means any person or firm or company, including any member of a partnership or joint venture (that is an association of natural persons, or firms or companies), every artificial juridical person participating in any of the operations of bidders named hereinbefore, including any agency or other office controlled by such person, participating in a procurement process. 1.2. "Bidder from a country which shares a land border with India" for the purpose of this Order means: <ol style="list-style-type: none"> 1.1.1. An entity incorporated, established or registered in such a country; or 1.1.2. A subsidiary of an entity incorporated, established or registered in such a country; or 1.1.3. An entity established through cross-border contracts, established or registered in such a country; or 1.1.4. An entity whose beneficial owner is situated in such a country; or 1.1.5. An Indian (or other) agent of such an entity; or 1.1.6. A natural person who is a citizen of such a country; or 1.1.7. A consortium or joint venture where a majority member of the consortium or joint venture falls under any of the above.

Section 8 (i) IIT Clause Reference	Amendment of said paragraphs to Clause in the Section in the original contract of Contract
	<p>13. The beneficial owner for the purpose of above clause will be as under-</p> <p>13.1. In case of a company or limited liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has or have(s) controlling ownership interest or the exercise control through other means.</p> <p>13.2. Explanation-</p> <p>13.2.1. "Controlling ownership interest" means ownership of all or almost all more than 50% of the portion of shares or capital or profits of the company.</p> <p>13.2.2. "Control" shall include the right to appoint majority of the directors or to control the management or financial decisions affecting by virtue of their controlling or management rights or shareholding agreements or voting agreements.</p> <p>13.3. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has a majority of an interest in more than 50% of capital or profits of the partnership.</p> <p>13.4. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of an interest in more than 50% of the property or capital or profits of such association or body of individuals.</p> <p>13.5. Where no natural person is identified under 13.1, 13.2, 13.3 and 13.4 above, the beneficial owner is the relevant natural person who holds the position of senior managing officer.</p> <p>13.6. In case of a trust, the identification of beneficial owner(s) shall include identification of the trustee or the trust, the trustee, the beneficiaries with 50% or more interest in the trust and any other natural person exercising ultimate effective control over the trust, or through a chain of control or ownership.</p> <p>14. An agent is a person authorized to act on behalf of another, or to represent another in dealings with third person.</p> <p>15. All affidavits for being used the above clause is required to be submitted / uploaded by the tenderer separately in the following format-</p> <p>15.1. "I hereby declare the bidder regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that the bidder is not from such a country or, if from such a country, has been registered with the Companies Authority. I hereby certify that the bidder fulfills all requirements in this regard and is eligible to be considered. (where applicable, evidence of valid registration by the Companies Authority shall be attached.)"</p> <p>16. In case of sub-contracting is provided-</p> <p>16.1. A certificate is required to be submitted / uploaded by the Tenderer in respect of sub-contracting separately in the following format-</p> <p>16.1.1. "I hereby declare the bidder regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that the bidder is not from such a country or, if from such a country, has been</p>

Section B (i) GSO Clause Reference	Requirements of and Supplements to Clauses in the Section B (i) General Conditions of Contract
	<p>registered with Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. It shall be verified that the bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, witnesses of such registration by the Competent Authority shall be attached.)</p> <p>2.5. In respect of procedures which the bonded vendor procures and are specifically issued by the Tender Department, the Procurement Services are directed to incorporate the above clauses as Eligibility Conditions and Bid Contract provisions in the concerned tender documents</p> <p>3. A bidder is prohibited to procure raw material, components, sub-assemblies, etc. from the vendors from countries which share land border with India. Such vendors will not be allowed to be registered with the competent Authority, and is not-registered as "sub-manufacturing".</p> <p>4. However, in case a bidder has proposed to supply finished goods (procured already) imported from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.</p>
B.12.	<p>The GSO/IGD Number is _____</p> <p>The Agency's details are as follows:</p> <ol style="list-style-type: none"> 1. Account Number 2. Account holder's name 3. Bank name 4. IBC Code 5. MICR Code 6. Branch name 7. Branch address 8. GST Number 9. PAN Number

4. Annexures

4.1. Annexure I - Description of Services to be provided

(Please note that the scope of work, deliverables, timelines and risks and responsibilities stated here are indicative only. It may vary with the needs, activities, study, learning, research, analysis, etc. as required to successfully complete the assignment. It is the responsibility of the Agency to carry out the additional requirements which are not mentioned.)

4.1.1. Study of existing systems of training services, diagnostics, Global Emerging Technologies, etc.

- 4.1.1.1. Should study the existing IT training services provided by AICTE.
- 4.1.1.2. Should study the workforce and talent pool present and/or available in Karnataka.
- 4.1.1.3. Study of various policies of Karnataka related to training, technology, startups, industries, clusters, etc.
- 4.1.1.4. Study of Global Emerging Technologies
- 4.1.1.5. Study of technology centers or professional bodies established or being established in Karnataka.
- 4.1.1.6. Industry Consultation with Technology owners, Public Sector Units, Educational institutions, etc.
- 4.1.1.7. Availability of financial schemes and programmes of central government, State Government, industry, educational institutions, financial institutions, etc.
- 4.1.1.8. Preparation of "MOU/IT Training Services document".

4.1.2. Skill Gap Analysis, Business Process Reengineering, etc.

- 4.1.2.1. Should carry out gap analysis of IT training services provided by GOVT in comparison to the current status of Karnataka, emerging technologies, Cells, industry requirements, etc.
- 4.1.2.2. Should carry out gap analysis of the workforce and talent pool available in Karnataka in comparison to the world class and talent pool required during the next 10 years.
- 4.1.2.3. Should carry out business process reengineering and recommendations for implementation.
- 4.1.2.4. Should recommend use of various technologies (platforms, LMS, e-learning, content, learning, content development, etc)
- 4.1.2.5. Should analyse and design on-line, on-campus, mobile for classroom based, online-based and hybrid training covering a wide spectrum of IT training areas.
- 4.1.2.6. Should analyse and design course curriculum content for middle-level and/or below level training programmes like certificates, diploma, graduate, masters, etc.
- 4.1.2.7. Should analyse and recommend generation of training content.
- 4.1.2.8. Should recommend for standards of training (best practices and improvement).
- 4.1.2.9. Preparation of "TOU/IT Training Services document".

4.1.3. Key Professional Staff: The Agency should employ the following minimum key professional staff:

Sl. No.	Key-positions/Staff	No. of Resources	Qualification/Grade/Level/Experience	Minimum Educational Qualification	Minimum Experience
1	Project Manager	1	Post Grad. Degree	Master's Degree or M.B.A. or M.Sc. or Post Graduate Diploma in Training or SoftSkill	Minimum 5 years of project management experience in IT training and/or Electronics training and/or SoftSkill sector
2	Subject Matter Expert (Training and SoftSkill)	5	Post Grad. Degree	Master's Degree or M.B.A. or M.Sc. or Post Graduate Diploma in Training or SoftSkill	Minimum 10 years of consulting experience in IT training and/or Electronics training and/or SoftSkill sector
3	Subject Matter Expert (IT, Emerging Technology & E-commerce)	2	Post Grad. Degree	Master's Degree or M.B.A. or M.Sc. or Post Graduate Diploma in IT and/or Emerging technologies and/or E-commerce	Minimum 10 years of consulting experience in IT and/or Emerging technologies and/or E-commerce
4	Senior Consultant cum Business Analyst	1	Full time Degree	Master's Degree or M.B.A. or M.Sc. or Post Graduate Diploma in Training or SoftSkill	Minimum 8 years of consulting experience in IT training and/or Electronics training

4.1.3.1. No contract/fee occurs on the assignment, if additional key professional staff and/or subject experts are required, the same shall be deployed by the Agency concerned, on cost basis, within the same contract cost and as no additional cost.

4.1.4. Any other activities, projects, schemes, programs, etc., including study materials, as required by the Client.

4.1. Annexure 2 - Reporting Requirements

- 4.1.1. The Agency shall submit reports and documents, as per the requirements of the user Department.
- 4.1.2. The Agency shall submit a monthly progress report and bi-weekly status report.

4.2. Annexure 3 - Key Personnel

(As specified by the client)

4.3. Annexure 4 - Service Level Agreement

- 4.3.1. The Service Level Agreement (SLA) shall be as follows:

Sr.	SLA type	Response Time	Penalty for every after resolution time
1.	Delay in submission of deliverables	Within 7 working days from the stipulated deadline date, the deliverables should be submitted	Rs. 1,000 per working day of delay after resolution time
2.	Partial unavailability for T1 + 8 continuous working days (T1 is the first day of absence of the resource)	Replacement resource should be provided within T1 + 7 continuous working days	Rs. 1,000 per working day of delay after resolution time
3.	Complete absent for T1 + 8 continuous working days (T1 is the first day of absence of the fulltime resource)	Replacement resource should be provided within T1 + 7 continuous working days	Rs. 1,000 per working day of delay after resolution time
4.	Replacement of resource	Within 7 working days of intimation date, the replacement resource should be provided	Rs. 1,000 per working day of delay after resolution time

4.4. Annexure 5 - Services and Facilities to be provided by the Client

- 4.4.1. GOVT of Karnataka will provide office space and internet connectivity.

4.3. Annexure 6 - Agency's Bank Account Details

RFP No. _____ Date: _____

Sl.	Particulars	Details
1	Bank Details	A. Beneficiary Name B. Beneficiary Bank and Branch C. Address and Phone No. of Bank D. Account No. E. IFSC Code
2	Tax Confirmation of Beneficiary	A. Name of the Contact Person B. Designation C. Mobile Phone No. D. Email Id

Date:	Signature:
Name:	Name:
Doc:	Company:

4. We, _____ (Name of the Bank / Branch) further agree that the GOVTI shall have the full liability, without effecting in any manner our obligations hereunder to any any of the terms and conditions of the said contract or its correct interpretation to the bidder from time to time or to postpone for any time or from time to time any of the payments payable by the GOVTI to the said bidder and to fulfill or to face any of the terms and conditions relating to the said contract and we, _____ (Name of the Bank / Branch) shall not be released from our liability under the guarantee by reason of any such extension or postponement being granted to the said bidder or for any postponement by the GOVTI to the said bidder or for any postponement or omission on the part of the GOVTI or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of releasing us from our liability under the guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Branch.

Notwithstanding anything contained herein:

- A. Our liability under this bank guarantee shall not exceed of Rs. _____ Rupees in words only.
- B. The Bank Guarantee shall be valid up to _____ (date).
- C. We, _____ (Name of the Bank / Branch) are liable to pay the guaranteed amount at any part thereof under this bank guarantee only and only if you give upon us a written claim or demand or or letter _____.

Authorized signature of the bank

Signature

Full name, designation, mobile no., address details and seal of the official

Witness no. 1

Signature

Full name, designation, address

Witness no. 2

Signature

Full name, designation, address

4.2. Annexure B - Checklist of Documents to be submitted

Interested bidders are following checklist of documents should be submitted by the Applicants in the proposal. The following is a merely an indicative list and not the complete list of documents. Applicants may please note that in case any or more documents as required in the Tender document are not submitted in the proposal, as per the format mentioned in the RFP document and in other and readable format, before the RFP due date and time, then the proposal submitted by the Applicants shall be liable for outright rejection. The client will not accept any documents which has not been uploaded before the RFP due date and time. Therefore, the Applicants are requested to read the RFP document carefully and submit/upload the complete list of documents as required in the RFP document.

RFP No. _____

Date: _____

Sr.	Documents to be uploaded	Submitted (Yes/No)
1.	Mark based Technical Evaluation - Responses to the Subject Area	
2.	Mark based Technical Evaluation - Approach and methodology	
3.	Mark based Technical Evaluation - Qualification and competency of the proposed staff for the Assignment	
4.	Mark based Technical Evaluation - Presentation	
5.	Technical Proposal Submission Form	
6.	Logsheet/Declaration	
7.	Description of the approach, methodology and work plan	
8.	Team Composition and Team Assignments	
9.	Curriculum vitae of proposed key personnel	
10.	Team Schedule for professional personnel	
11.	Notice (in self) Schedule	
12.	Letter of Address	
13.	Letter of Identity	
14.	Annual Turnover and Balance Sheet as verified by Chartered Accountant with ICAI's Number	
15.	2-1000 rupee Gs. 100 stamp paper retained	
16.	Any other documents required in the RFP document	

Date	Signature
Name	Name
Seal	Designation