



स्वानुयाया अमृत मन्त्रालय

EXPRESSION OF INTEREST (EOI)

for

***Empanelment of coaching institutes to provide the Coaching to ST Candidates
for UPSC (Civil Services) Examination.***

Tender Notification No.: TRTI/2022/Desk4 / UPSC COACHING/2187

Dated: 22/06/2022

Issued By

**The Commissioner
Tribal Research & Training Institute, Pune
Government of Maharashtra**



email: trti-mah@nic.in



Tribal Research & Training Institute, Pune

Government of Maharashtra
28, Queen's Garden, Pune - 411 001
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स्वातंत्र्याचा अमृत महोत्सव

OUTWARD NO.TRITI/Desk-4/UPSC COACHING/2187

Dated: 22/06/2022


Invitation of Expression of Interest (EOI) For Empanelment of Coaching Institutes to Provide Coaching To St Candidates for UPSC (Civil Services) Examination

Online Proposals (in two Bid systems - Technical Bid & Commercial Bid) are Invitation of Expression of Interest (EOI) For Empanelment of Coaching Institutes to Provide Coaching to ST Candidates for UPSC (Civil Services) Examinations. Interested companies / firms / institutions having adequate required resources can submit their Technical Bid & Commercial Bid online on website <https://mahatenders.gov.in/>

Name of the Service	Tender Fee	Earnest Money Deposit
Expression Of Interest (EOI) for Empanelment of Coaching Institutes to Provide Coaching to ST Candidates for UPSC (Civil Services) Examinations	Rs.20,000/-	Rs.3,00,000/-

- The Agency shall be selected based on the selection criteria decided by TRTI as mentioned in the Bid Document.
- Joint Venture Consortium is not permitted.
- The Bid Documents are available on website <https://mahatenders.gov.in/>
- The interested Bidders will have to register and enroll on website <https://mahatenders.gov.in/> participate in the Bid process.
- The interested Bidders will have to submit all the required documents by online submission.
- The Tender Fee of Rs.20,000 /- is required to be deposited online through Net Banking .
- The EMD of Rs.3,00,000/- is required to be deposited online through Net Banking .
- The detailed Bid Document is available on the website <https://mahatenders.gov.in/> and can be downloaded.
- Interested Bidders shall submit their Bid on or before **11/07/2022, 17:00 hrs.**
- The advertisement is also available on office website <http://trti.maharashtra.gov.in> for information only.
- Right to reject any or all the Bids is reserved by the Commissioner, TRTI, Pune.

Notice: This document is the property of TRTI, Pune. It may not be copied, distributed or recorded on any medium, electronic or otherwise, without TRTI's written permission, even by the authorized personnel / company / agency for any purpose other than the purpose specified herein and it is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian Law.


(Dr. Rajendra Bharud I.A.S.)
Commissioner, TRTI, Pune

Tribal Research and Training Institute, Pune invites Expression of interest (EOI) for Empanelment for coaching institutes to provide the Coaching for ST Candidates of UPSC (Civil Services) Examination.

Tender Website	https://mahatenders.gov.in
Date of availability of tender documents on Website	23/06/2022 11:00 AM to 11/07/2022, 17.00 PM
Doubts and queries regarding Tender document should be sent by e-mail	trti.mah@nic.in
Last date and time for submission of bids	23/06/2022, 17.00 PM
Time and date of opening of Technical Bid	11/07 /2022, 17.00 PM
Place of opening of bids	Tribal Research And Training Institute, 28, Queens Garden, Pune-411001
Address for communication	Tribal Research And Training Institute, 28, Queens Garden, Pune-411001
Cost of the Tender Document	Rs.20,000/-

The tender document can be downloaded from the website of Tribal Research and Training Institute, Pune :<http://trti.maharashtra.gov.in/> and <https://mahatenders.gov.in/>

Interested bidders are advised to regularly visit the website in order to update themselves with regard to any change or additional information related to the tender.

DISCLAIMER

The information contained in this Request for Proposal document ("EOI") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Tribal Research And Training Institute, Pune (here forth referred to as TRTI PUNE in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

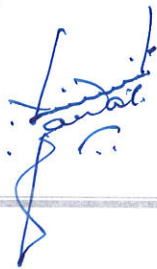
This EOI is not an agreement and is not an invitation by the Employer to the prospective Agencies/Consultants or any other person. The purpose of this EOI is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This EOI may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the bidder (Agency/ consultant/ developer/ Supplier, etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The TRTI PUNE and its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution run just enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Selection Process.

The TRTI PUNE also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this EOI.

The TRTI PUNE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI. The issue of this EOI does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the TRTI PUNE reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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



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Invitation for Proposals

Expression of interest (EOI) for Empanelment for coaching institutes to provide the Coaching for ST Candidates of UPSC (Civil Services) Examination.

Tribal Research And Training Institute, Pune (TRTI PUNE) is an Autonomous Body Expression of Interest (EOI) for Empanelment of Coaching Institutes to Provide Coaching for ST Candidates for UPSC (Civil Services) Examinations. TRTI constituted under Tribal Development Department, Government of Maharashtra with an aim to empower youth to take part in the economic and all round growth of themselves. The Mission acts as the nodal agency in the state of Maharashtra to ensure the Competitive/skill training programs for the rural and urban youth through empaneled training partners. TRTI PUNE integrates the efforts of various departments and public and private stakeholders engaged in Training the ST population of the state through various scheme, In-services training to TDD staffs and bring necessary scale, synergy, oversight and effective coordination in their implementation.

Proposals are invited by TRTI PUNE for empanel the service provider by publishing Expression of Interest (EOI) for Empanelment of Coaching Institutes to Provide Coaching for ST Candidates for UPSC (Civil Services) Examinations. The proposal/bids are invited from credible professional agencies/firms, for this purpose. The scopes of works to be taken by the agencies have been broadly spelt out in this document. Agency must have expertise in the activities as desired to be performed in accordance to the Scope of Work. The entire data and intellectual property generated from the activity will be owned fully by the TRTI PUNE. The firm has the responsibility to store the same and provide it to TRTI PUNE on a weekly basis or as & when demanded. The agency will ensure data protection (secrecy) and ensure that no data is leaked to any person not authorized by the TRTI PUNE. In case of any such leak /breach of data, the entire legal, financial and other consequences will be borne by the firm/agency. All the real and virtual creations will be the property of TRTI PUNE and IPR will vest with TRTI PUNE. The agency/firm will also ensure that all the creations submitted by them to the TRTI PUNE are free of copyright and IPR encumbrances and any error and omission in this matter shall be sole responsibility of the Agency.

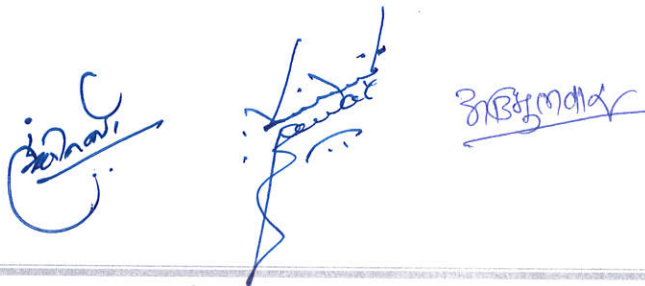
Schedule and critical dates

The tentative schedule and critical dates are shown below:

Sr. No.	Event	Date& Time
1	Publish Date	23/06/2022, 11:00 AM
2	Document Download / Sale Start Date	23/06/2022, 11:00 AM
3	Bid Submission Start Date	23/06/2022, 11:00 AM
4	Clarification Start Date	23/06/2022, 11:00 AM
5	Clarification End Date	01/07/2022, 17:00 PM
6	Pre Bid Meeting Date	04/07/2022, 14:00 PM
7	Bid Submission End Date	11/07/2022, 17:00 PM
8	Bid Opening Date (Technical)	12/07/2022, 17:00 PM

The complete details for the e-tender document can also be downloaded from TRTI PUNE's website <https://trti.maharashtra.gov.in/> and <https://mahatenders.gov.in/>. Interested bidders are advised to regularly visit these websites in order to update themselves with regard to any change or additional information related to the tender.

TRTI PUNE reserves the right to re-issue again/amend/cancel this tender, amend the tentative schedule and critical dates of participating in the tender. It is the sole responsibility of prospective bidders to go through TRTI PUNE's website from time to time for any updated information.



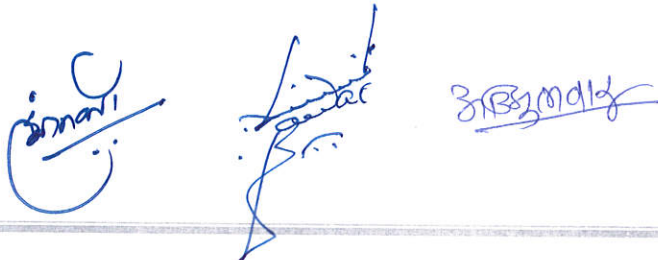
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1 Section I – Invitation to Bid & Introduction

1.1 Part I – Invitation to Bid

1. Tribal Research and Training Institute (TRTI) invites proposals from reputed and reliable firms for the Expression of interest (EOI) for Empanelment for coaching institutes to provide the Coaching for ST Candidates of UPSC (Civil Services) Examination. Bidders are advised to study the Bid document carefully.
2. Bidder shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with TRTI.
3. Not more than one bid shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s) / director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
4. Bids will be opened as per date/time as mentioned in the EOI.
5. Bids shall be submitted only online.
6. TRTI shall not be responsible for non-receipt/non-delivery of the Bid documents due to any reason whatsoever.
9. The Request for Proposal consists of 5 Sections as mentioned below:
 - a. Section I- Invitation to Bid and Introduction
 - b. Section II- Instructions to Bidders
 - c. Section III - Scope of Work
 - d. Section IV - General Conditions & Special Conditions of Contract
 - e. Section V- Annexures and Appendices
8. The response to the EOI should be submitted on or before the date and time specified in the schedule for EOI and in important date's section provided at the beginning of the EOI.
9. TRTI reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
10. This 'Invitation to Bid' is non-transferable under any circumstances.
11. Address for Communication:

**The Commissioner,
Tribal Research and Training Institute,
28, Queens Garden, Pune-411001
Maharashtra**



1.2 Part II – Introduction

Tribal Research and Training Centre, Pune (here after referred to as TRTI) invites responses(“Proposals”/ “Bids”) to this EOI.

- 1.3 This Expression Of Interest (EOI) used interchangeably with Tender] document is therefore intended to invite bids from reputed and reliable companies for Expression of Interest (EOI) for Empanelment of Coaching Institutes to Provide Coaching for ST Candidates for UPSC (Civil Services) Examinations.

1.4 Part III – Glossary & Acronyms

1.4.1 Glossary of Terms

- a. Tribal Research and Training Centre – TRTI
- b. The term ‘Tender’ and ‘EOI’ has same meaning in the document

1.4.2 Acronyms:

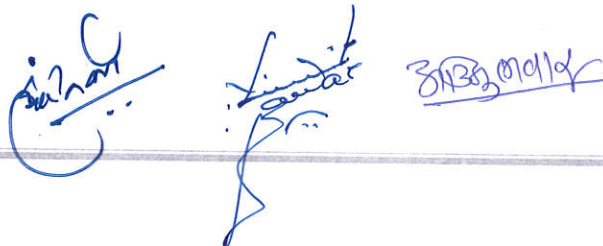
1. TRTI- Tribal Research and Training Centre
2. EOI – Request for Proposal
3. SoW – Scope of Work
4. SLA – Service Level Arrangements
5. GC – General Conditions
6. SC – Special Condition
7. BOQ – Bill of Quantities
8. PBG- Performance Bank Guarantee
9. 10. DHQ- District Head Quarters
10. GST – Goods & Service Tax
11. EMD – Earnest Money Deposit
12. MSE – Micro & Small Enterprise
13. DIPP – Department of Industrial Policy & Promotion
14. GFR – General Financial Rules
15. ISO – International Standards Organization
16. MIS – Management Information System
17. SLA – Service Level Agreement
18. UPSC –Union Public Service Commission

Section II – Instructions to Bidders

2. Part I – General

2.1.1 Definitions

1. “Bid” means the bidders response to technical and commercial requirements as stated in this EOI document.
2. “Bidder” means any entity that may provide or provides the Services to the TRTI under the Contract.



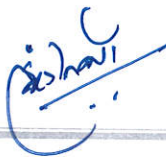
3. "Instructions to Bidders" (Section II of the EOI) means the document which provides interested Bidders with information required to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Provider. Bidders are encouraged to contact TRTI, conduct necessary fact finding for any further details, by themselves at their end.
4. "Service Provider" means the Bidder/s that has been selected by the TRTI for execution of the services.
5. "Scope of Work" (SoW) explains the objectives, scope of work, activities, tasks to be performed and the respective responsibilities of the TRTI, Pune and the Service Provider. It also includes the Service Level Agreement (SLA). A complete elaboration is available in Section III of the EOI.
6. "Standard Contract" means the Annexure-III of the EOI which provides the standard contract agreement to be signed between the TRTI, Pune and the selected Service Provider.
7. "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder's team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.
8. "Sub-Contractor" means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been sublet by the successful bidder after necessary consent of TRTI.

2.1.2 Procedure for Submission of Bids

The Bid should be submitted on online <https://mahatenders.gov.in/> Portal only.

2.1.3 General

1. All the provisions listed out in the Request for Proposal (EOI) issued by the TRTI shall be binding upon the participating bidders of this EOI.
2. TRTI will select Service Providers, in accordance with the method of selection as detailed in Part-IV of Section-II "Selection Process".
3. The detailed scope of the assignment/job has been described in the Scope of Work in Section III of EOI.



4. The date, time and address for submission of the bid have been given in EOI.
5. Interested Bidders are invited to submit the documents for Technical Bid and Financial Bid, strictly as per Part V of Section II – “Instructions on Bid Preparation and document checklist”.
6. TRTI is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders and assigning any reason to the bidder.

2.1.3.1 Bid Validity

The Part II of Section-II indicates the period for which the Bidders' Bid must remain valid after the submission date.

2.1.3.2 Consortium and Sub-Contracting


Bids received from Consortia will be rejected. Sub-contracting of any work resulting from the tender is not allowed except with the prior approval of TRTI.

2.1.3.3 Tenure of Contract

1. The tenure of the Contract shall be as specified in 'Data Sheet' at Part-II of Section-II.
2. Extension of the contract: The contract may be extended as specified in 'Data Sheet' at Part-II of Section-II.
3. Termination of the contract: Notwithstanding the allocation of the volume of work during the Contract period and/or tenure of Contract, the TRTI reserves the right to terminate the contract without prejudice or liability after giving notice as stipulated in GC and SC.

2.1.4 Clarification and Amendment of EOI Document

1. Bidders may request a clarification in the EOI document up to the number of days indicated in 'Data Sheet', before the bid submission date. Any request for clarification must be sent to the official email id trti.mah@nic.in. Clarifications to the query mails shall be listed on the website while queries raised in the pre-bid meeting shall be addressed specifically to the concerned party via an email.
2. At any time, before the submission of Bids, TRTI may amend the EOI by issuing an addendum/corrigendum in publishing on TRTI website. The addendum/corrigendum shall be made available on <https://mahatenders.gov.in/> as well as TRTI's Portal and shall form a part of the EOI.



2.1.5 Preparation of Financial Bid

1. The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the TRTI, Pune shall be in English.
2. The Financial Bid shall be prepared using the attached Standard Form as in Annexure-I and Annexure-II. It shall include all costs associated with the Service/Assignment.

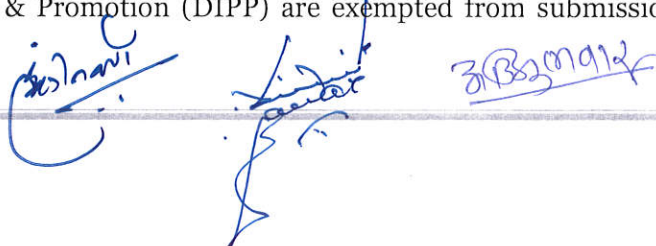
The financial bid shall not include any conditions attached to it. Any such conditional Financial bid shall be summarily rejected.

2.1.6 Taxes

1. As part of tax payments only the applicable GST shall be paid by TRTI to the selected serviceprovider on completion of the work and all other taxes, levies, duties etc. shall be borne by the service provider at its own cost. Bidders shall mention all such taxes in quoted cost in the financial bid separately as per the format provided.
2. The service provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc. (except GST), incurred on the contracted Services to the TRTI , Pune. Bidder shall provide the cost of the services and all applicable taxes separately asper the format provided in the EOI.

2.1.7 Earnest Money Deposit (EMD)

1. An EMD in the form of a Bank Guarantee from scheduled/commercial bank of the value as specified in the 'Data Sheet' may be submitted in favor of "Tribal Research and Training Centre" payable at Pune.
2. The Bank Guarantee should be valid for 45 days beyond bid validity period (i.e. 45 days beyond 180 days (bid validity) from the last date of bid submission). The hard copy of the original instrument in respect of EMD must be submitted at the address as mentioned in Data Sheet (Part II of Section-II of EOI) on or before bid opening date and time as specified and a scan copy of the same must be uploaded along with the bid on <https://mahatenders.gov.in/>. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.
3. The Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy of Department of Micro, Small and Medium Enterprises or who are registered with the Central Purchase Organization, or with the Ministry of Electronics and Information Technology (MEITY), or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from submission of EMD.



Such Bidders must furnish a valid certificate in this regard along with the bid.

4. Bids not accompanied with EMD shall be rejected as non-responsive.
5. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.

2.1.7.1 Forfeiture of EMD

The entire EMD shall be forfeited by TRTI in the following events:

1. If the Bidder varies or modifies its proposal in manner not acceptable to the TRTI , Pune after opening of Bid during the validity period or any extension thereof.
2. If the Bidder tries to influence the evaluation process.
3. If the Bidder/s selected as 'Service Provider chose to withdraw the Bid before the Finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).

2.1.8 Tender Fees

EOI document is available at Rs.20,000/- on <https://mahatenders.gov.in/> as well as TRTI's Portal.

2.1.9 Performance Bank Guarantee (PBG)

1. The selected service provider shall be required to furnish a Performance Bank Guarantee (PBG) equivalent to 3% of the assessed project value of the contract for the bidder estimated based on finalized rates in the form of an unconditional and irrevocable Bank Guarantee from a scheduled/ commercial bank in India in favor of "Tribal Research and Training Centre" for the entire period of contract with additional 60 days claim period.
2. Selected service providers shall have to submit additional PBG @ 3 per cent of the cost of the additional allocated volume of work, in case such allocation is required and mutually agreed.
3. Performance Bank Guarantee shall be submitted by the successful bidder within 3 working days of notification of issuance of letter of intent or award of contract.
4. The successful bidder has to renew the PBG on same terms and conditions for the period of extension of contract including claim period.
5. Performance Bank Guarantee would be returned after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.
6. On submission of this Performance Bank Guarantee and after signing of the contract, the demand draft/bank guarantee submitted towards EMD would be

returned in original.

7. Non-compliance of given clauses by successful bidder shall constitute sufficient grounds for the annulment of award and forfeiture of EMD, in which event TRTI may award contract to the next lowest evaluated bidder or invite fresh bids.

2.1.10 Submission, Receipt and Opening of Bids

1. An authorized representative of the Bidder shall initial/sign all pages of the original Bid before submission. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory accompanying the technical evaluation bid i.e. bidder is required to submit the copy of power of attorney or board resolution along with the technical evaluation bid documents, demonstrating that the representative has been duly authorized to sign.

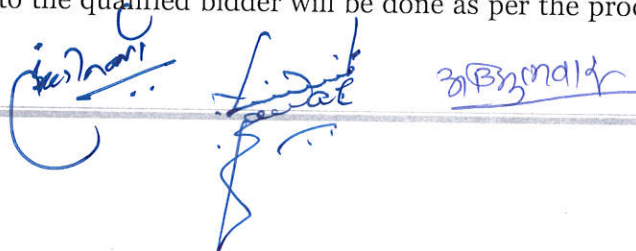
1. For instructions on bid preparation and checklist of documents required for bid submission please refer Part-V of Section-II.
2. Any bid received by the TRTI, Pune after the deadline for submission shall not be considered.

2.1.11 Right to Accept/ Reject the Bid

TRTI reserves the right to accept or reject any Bid and to annul the EOI process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) of the grounds for such decision. The TRTI, Pune reserves the right to reject incomplete or incorrect bids.

2.1.12 Bid Opening and Evaluation

1. Bids shall be opened on the date & time specified in the Schedule.
2. Bids shall be opened online in the following order-
 - a) Firstly the 'Fee' bid will be opened
 - b) Technical bids
 - c) Financial bids (of those bidders who qualify in technical evaluation)
3. TRTI may constitute a committee for evaluation of bids.
4. TRTI reserves the right to correct any computational errors. If there is a discrepancy between the unit cost and total cost (unit cost multiplied by volume), unit cost will be considered as final number and also in case of discrepancy between words and figures, words will be considered as final figure.
5. Award of contract to the qualified bidder will be done as per the process defined

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in Part-IV of section-II.

2.1.13 Disqualification

TRTI , Pune has the sole discretion to disqualify any applicant and at any time during the evaluation of application, if the applicant:

1. Submitted the application after the response deadline;
2. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years.
4. Submitted an application that is not accompanied by required documentation or is non-responsive;
5. Failed to provide clarifications related thereto, when sought;
6. Submitted more than one application either as a Single Agency/Prime Agency/consortium member.

2.1.14 Award of Contract

1. The TRTI , Pune shall issue a 'Letter of Award' to the selected Bidder.
2. The selected bidders will sign the contract within 7 days of notification of Award of contract.
3. The service providers is expected to commence the services within 2 days (from the date of signing the contract between the service provider and the TRTI , Pune) In exceptional cases TRTI may grant extension if the delay is due to reason not in control of the Service Provider.

2.1.15 Termination of Contract

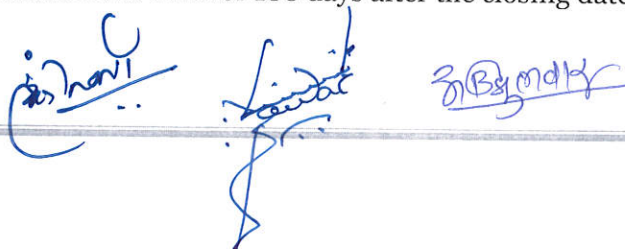
Notwithstanding the duration of the contract/ allocation of volume of work, the termination of the Contract is subject to the conditions as stipulated in Para 2 of General & Special Conditions of Contract.

1.3 Part II – Data Sheet

1. Name and Details of TRTI , Pune-

The Commissioner,
Tribal Research and Training Institute,
28, Queens Garden, Pune-411001.

- 2. Bid Validity-** Bids must remain valid for 180 days after the closing date of bid.



3. Procurement dates/schedule- as per the dates specified in 'Important Dates' section at the beginning of the EOI document.

4. Tenure of Contract-

The contract period is up to 1 year from the date of signing the contract. However, the service provider is required to complete the works, on or before 1 year from the date of commencement of services after signing the contract in a satisfactory manner, subject to adherence to time lines/time frame and as per the terms and conditions of the EOI.

5. Extension of Contract-

The contract extension shall only be at the discretion of TRTI.

6. Clarifications-

Clarifications may be requested no later than the dates defined in the Schedule. Clarifications may be e-mailed (only) to the given e-mail ID (All emails must have subject line 'Pre-Bid Queries for: Expression of interest (EOI) for Empanelment for coaching institutes to provide the Coaching for ST Candidates of UPSC (Civil Services) Examination

Bidder shall submit all pre-bid queries in Microsoft (MS) excel in the following two sheets-

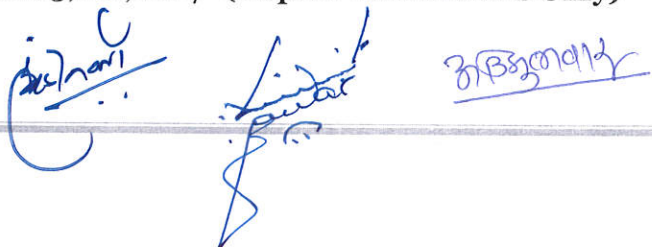
Sheet 1: Bidder's Information

Information Sought	Bidders details
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
e-Mail ID	
Date	

Sheet2: Clarification Requested/Format for pre-bid query submission

#	Page No	Section No.	Section Name	Statement as per EOI document	Query by bidder

7. Amount of EMD is INR 3, 00,000/- (Rupees Three Lakhs Only)



8. Performance Bank Guarantee will be 3% of the cost of assessed volume of work for each selected bidder (i.e. service provider)

9. Method of Selection

Those bidder who have qualified the minimum 70% criteria in technical evaluation is/are eligible for onboarding for empanelment of coaching institutes to provide coaching to ST candidates for UPSC (civil services) examination

10. Award of contract

a) Bid Evaluation Committee formed by Commissioner, TRTI will evaluate the Technical Bid as stated above, and submit its recommendation to Commissioner, TRTI. TRTI may empanel one or more eligible Bidder or cancel the Bid on the basis of minimum score and recommendation of the Bid Evaluation Committee. Decision of the Commissioner, TRTI would be final and binding upon all the Bidders. TRTI will notify the acceptance of Bid to the successful Bidder.

b) Any conditional bid would be rejected.

c).Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the amount in words will prevail".

11. Signing of Contract

Once TRTI notifies the successful Bidder that its Bid / proposal has been accepted, TRTI shall enter into a separate Agreement, incorporating the conditions of the Bid / EOI and its amendments and any special conditions during negotiations between the TRTI and the successful Bidder. In case the successful Bidder is unable to execute contract within 10 days, TRTI shall forfeit the Earnest Money Deposit (EMD) and cancel its Bid.



1.4 Part III – Technical Evaluation Criteria

Evaluation of Technical Evaluation criteria will be as per the information/response provided by the bidders against Technical Evaluation criteria along with the relevant supporting documents.

Important: Those service providers who do not qualify Technical Evaluation Criteria(s) i.e. 70% will not be considered for any further processing and are liable to be rejected.

The following is the technical evaluation criteria against which the bidders are required to submit their responses-

Bidders Details-

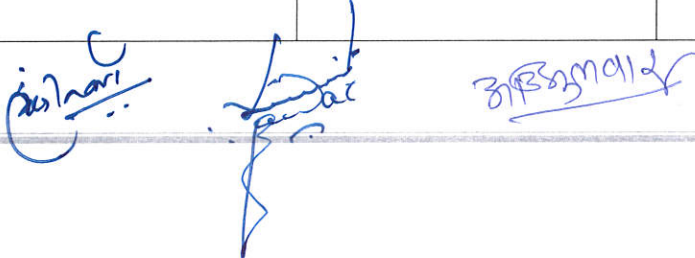
TABLE I	
Name of the Bidder	
Mailing Address	
Telephone & Fax Number	
Email Address	
Name and designation of the person authorized to make commitments to TRTI	(Certificate of Authority to be provided)
Year of establishment of firm	
Other financial activities of the firm/ company	

Technical Evaluation Criteria-1

Sr. No.	Qualification Criteria	Supporting Documents	Compliance (Yes/No)
1.	Company/Firm / Trust registered in India under the Companies Act-1956/Companies Act,2013/ Partnership Act-1932 or Bombay Public Trust Act 1950	Certificate of Incorporation/ Registration.	

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Sr. No.	Qualification Criteria	Supporting Documents	Compliance (Yes/No)
2.	The Bidder's Average annual Turnover of at least Rs.5,00,00,000/- (Rupees Five Crore only) during three previous financial years viz. 2019-20-2020-21 , 2021-22	Certified copies of audited financial statements & annual report for the immediately preceding three financial years i.e., viz. 2019-20-2020-21, 2021-22 In case revenues from printing activity are not separately mentioned in the financial statement, a Certificate to the effect from the statutory auditor (in original) of the Company/Firm qualifying the revenue is also required to be furnished.	
3.	Should have filed income tax returns for the three financial years viz 2019-20-2020-21 , 2021-22	Certified copies of the ITRs filed by the entity for the immediately preceding three financial years i.e., viz 2019-20-2020-21, 2021-22	
4.	The bidder should not be blacklisted or debarred or banned from participating or carrying out business with the TRTI or the entire Central Government at the time of the submission of the bid. An undertaking from the bidder, in this regard, should be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder	Certificate from the whole-time Company/ Firm Secretary or Statutory Auditors of the bidder entity as mentioned in Annexure VII of Section V.	
5.	Should have owned/ Rented Coaching Facility (Residential/ Non Residential Located at Delhi or Pune Maharashtra) and should have minimum 5000 Sq. Ft. built up area.	Rent / Leave Agreement other necessary documents such as Property Tax, Electricity Bill etc.	



Sr. No.	Qualification Criteria	Supporting Documents	Compliance (Yes/No)
6.	<p>Coaching Institute should have facility of providing online / offline coaching for UPSC Civil Services Examination and currently must be providing online /offline coaching for UPSC Civil Services Examination. The Coaching institute will have to provide demo of online / offline coaching on the date of opening of Technical Bid or on any other date as will be notified by the commissioner, TRTI, Pune.</p> <p>The coaching institute should be coaching minimum 3 optional subjects alongwith General Studies and CSAT</p>	The details or related documents such as work order / CA Certified annual reports. Please furnish the references detailing name designation , phone number and Email I.D.	
7.	The bidder needs to have a GST registration certificate. ISO 9001-2015/14001:2015 Certification.	Valid GST Certificate Valid ISO Certificate	
8.	The Bidder must be a profit making Company/Firm in each of the last three financial years ending 31.03.2020	Evidenced by the audited accounts of the Company/Firm	
9.	The Bidder should have a positive net worth for the last three financial years ending 31.03.2020	Evidenced by the audited accounts of the Company/Firm. Net worth is defined as sum of shareholders capital and Reserves & Surplus	
10	PF (Provident Fund), ESI (Employee State Insurance) Compliance as per ESI act -1948	As per documents proofs	
11.	The Bidder should have a positive net worth for the lastthree financial years ending 31.03.2020	Evidenced by the audited accounts of the company. Net worth is defined as sum of shareholders capital andReserves & Surplus	





Sr. No.	Qualification Criteria	Supporting Documents	Compliance (Yes/No)
12	There should be positive rate in the merit list of successful Candidates in the UPSC Civil Services Examination	Students should have enrolled for full time complete course i.e. Pre+ Main+ Interviews , Provide DAF Forms and Filled Application forms in the Academy	

Criteria-2 TECHNICAL BID EVALUATION

The Bidder shall be evaluated on the following parameters:

Sr. No.	Criteria	Supporting Documents	Description	Maximum Marks
1	Previous year's Results of the Institute	<p>a. List of of candidates qualified in Final Result of UPSC (Civil Services) Examination in last 3 years.</p> <p>Note: provide the list of successful candidates who has done coaching in your institute for general studies and or optional subject.</p> <p>Students taken admission for only Test Series or Personality Test will not be considered</p> <p>b. Copy of final result after personality test declared by UPSC in the respective years, highlighting the name and roll number of the candidate in the list.</p> <p>c. Admission form of the candidates to prove that the candidate has joined coaching for General studies and or optional subject in your institute.</p>	<p>Total number of successful candidates in the UPSC (Civil Services) Examination Final Result in last 05 years:</p> <p>a. Less than 50 Candidates- 0 Marks</p> <p>b.51 to 100 Candidates- 10 Marks</p> <p>c.101 to 150 Candidates- 20 Marks</p> <p>d.151 to 200 Candidates – 35 Marks</p> <p>e. More than 200 Candidates – 55 Marks</p>	55

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2	Quality of study material	<p>Set of booklets / study material / books provided by the Coaching Institute to the students.</p> <p>Note: Study Material / Books / Booklets should reach the office of TRTI, Pune on or before the date of opening of Technical Bid</p>	<p>a. Study materials/ booklets/ books of the Coaching Institute covering all the topics in the General Studies and optional subject syllabus of UPSC Civil Services (Preliminary & Mains Examination)- -- -----10 Marks.</p> <p>b. Study materials/ booklets/books covering Multiple Choice Questions as per syllabus of UPSC (Civil Services) Preliminary Examination ----- ----- 5 Marks.</p> <p>c. Study materials/ booklets/books covering Descriptive Questions of General studies for UPSC Civil Services (Mains Examination) ----- -----10 Marks.</p> <p>d. Study materials/ booklets/books covering Descriptive Questions of optional subjects for UPSC Civil Services (Mains Examination) ----- -----10 Marks.</p>	35
3	Credibility of the Coaching Institute based on Registration Category	Registration certificate	<p>a. Coaching Institute is registered as Partnership, Sole proprietorship or any other:---- 3 Marks</p> <p>b. Coaching Institute is registered as Private Limited company:----- ----- 5 Marks</p> <p>c. Coaching Institute is registered as Public</p>	10

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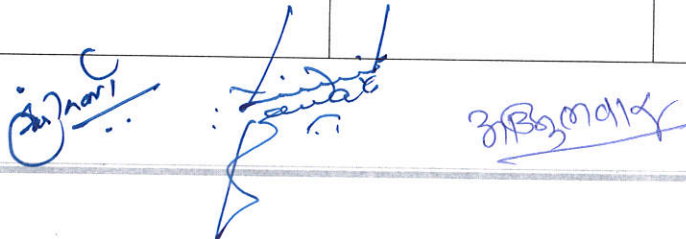
			Limited company: ---- -----10 Marks	
4	Credibility of the Coaching Institute based on empanelment of Coaching Institute by any State/ Central Govt, Autonomous institute or department of Govt for the Coaching of UPSC (Civil Services) Examination.	Empanelment Letter and Work Order	a.Coaching Institute is empanelled by up to 2 State Govt, Autonomous institute of Govt. or department of Govt for the Coaching of UPSC (Civil Services) Examination – 5 Marks b.Coaching Institute is empanelled by up to 5 State Govt, Autonomous institute of Govt. or department of Govt for the Coaching of UPSC (Civil Services) Examination – 10 Marks c.Coaching Institute is empanelled by more than 5 State Govt, Autonomous institute of Govt. or department of Govt for the Coaching of UPSC (Civil Services) Examination – 15 Marks	15
5	Timely completion of syllabus, schedule of lectures and regularity in implementation	Academic Plan of the proposed period.	Meticulously drafted academic plan covering all points of the syllabus - 10 Marks	10
6.	Well equipped, adequate audio visual classroom	Photos of seating capacity in class room and audio visual facility.	a. Seating capacity less than 200 - 5 Marks b. Seating capacity 200 or More ----- ----- 5 Marks c. Audio and sound facility in classroom - ----- 5Marks	10

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7.	Online / Offline lecture facility	Demo of online / Offline lecture should be provide on the date of opening of Technical Bid or as and when intimated by Commissioner, TRTI, Pune	Online/ Offline lecture facility – 30 Marks	30
8.	Online / offline Test Series facility	Demo of online / Offline test should be provide on the date of opening of Technical Bid or as and when intimated by Commissioner, TRTI, Pune	Online / Offline Test Facility – 10 Marks	10
9.	Number of lecturers	List of lecturers with their qualification and subject they are teaching	a. Number of lecturers more than 5 ----- 5 Marks b. Number of lecturers more than 10 - 10 Marks	10
10.	Experience of Lecturers	Bio-data of lecturers with number of years of experience of coaching for UPSC (Civil Services) Examination.	a. At least 4 lecturer having experience more than 5 years - 5 Marks b. At least 2 lecturer having experience more than 10 years - 5 Marks	10
11.	Number of subjects in which coaching is provided for UPSC (Civil Services) Examination.	List of subjects for which coaching is provided (Institute must provide coaching for complete General Studies syllabus of UPSC (Civil Services) Preliminary and Mains Examination and at least 3 optional subject for Mains Examination	a. At least 3 Optional Subject - 5 Marks b. At least 5 Optional Subject - 10 Marks	10



12.	No. of years of experience of Coaching Institute in providing coaching for UPSC (Civil Services) Examination	a. Documents of establishment/ Incorporation /Registration/ commencement of Business of the institute.	a. Institute is in operation and providing coaching for UPSC (Civil Services) Examination from last 5 to 10 years - 5 Marks b Institute is in operation and providing coaching for UPSC (Civil Services) Examination from more than 10 years - 10 Marks	10
13.	Financial Turnover of the Institute	a. Audited Financial statement of last 3 years (FY 2018-19, FY 2019-20, FY 2020-21) b. Income Tax Return (ITR) of Last 3 Years	a. Average Financial Turnover of the institute is at-least Rs 05 Crores in last 3 Financial years - 5 Marks b. Average Financial Turnover of the institute is at-least Rs 10 Crores in last 3 Financial years - 10 Marks c. Average Financial Turnover of the institute is at-least Rs 15 Crores in last 3 Financial years - 15 Marks	15
14.	Presentation to AEC	Overall methodology of coaching to ST candidates, approach ,Use of Technology and software's, etc	As per PPT	20
Total				250

NOTE: The minimum qualifying marks required in technical criteria is 175 Marks (i.e., 70 %). The bidders who score minimum 175 Marks shall be considered for Commercial Bid evaluation. The bidders who do not score minimum qualifying marks of 70 %, their bids shall be rejected and will not be considered for Empanelment.

Note: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be **signed by the authorized signatory** of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be

2.4 Part IV - Selection Process

2.4.1 Evaluation of Proposals

The evaluation of the proposal will be done in 02 parts:

1. **Preliminary Scrutiny:** Each proposal will be scrutinized by a EOI Committee of TRTI to determine whether the documents have been properly signed by authorized representative of the bidder, all relevant papers submitted, and the proposal are in order. Proposals not conforming to such requirements will be prima facie rejected.
2. **Technical Evaluation:** The evaluation criteria mentioned in Part-III above of Section-II will need to be met by the bidders.
 - a. The technical bid will be evaluated based on the proposal submitted by the bidder.
 - b. Marks to each bidder will be awarded and a Total Technical Score (TS) shall be computed for each bid. It is mandatory for the Bidders to secure minimum qualifying points of 70% in order to qualify in this stage.
 - c. In order to qualify as defined here under as 'Technically Qualified Bidder' (TQB), the bidders should have scored a minimum of 70%.
 - d. Misrepresentation/falsification of details submitted shall render the bidder disqualified.

3. Financial Evaluation-

- a) As the fees to be reimbursed to the academy is pre-defined in the guidelines mentioned and sanctioned in the GR issued by the **Tribal Development department No. Training 2021/ CN 34/ D-9 dated 20th April, 2021**. The fee for each student, per batch will be maximum Rs. 2,00,000/- (in words Rs. Two Lakh Only (inclusive all taxes and expenses) for 12 months duration, it will include complete course ware of Preliminary + Main + Optional Subject + Test Series+ Personality Test.

2.5 Part V – Instructions on Bid Preparation and Documents Checklist

2.5.1 Submission Process

1. The bid shall be submitted on <https://mahatenders.gov.in/>
2. All the pages of bid being submitted must be signed by the authorized signatory and sequentially numbered by the bidder irrespective of nature of content of the documents and must contain the list of contents with page numbers before uploading.
3. The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

2.5.2 Checklist

Sr. No.	Category	Detailed description	Compliance (Yes/No)
1.	Cover Letter (on letterhead of the Bidder)		
2.	Technical Evaluation Criteria	a) Signed and scanned copy of List and Supporting Documents as per Table-1 of Part-III of Section II. b) Signed in original the Integrity Pact – Bidders are required to sign (by authorized signatory) the integrity pact as per the format provided in Annexure VIII c) Power of attorney/ board resolution Signed copies of supporting documents as required.	
3.	Include other annexure items	As per details provided in the EOI	

Sections III – Scope of Work

3.1 Part I – Description of Services

3.1.1 General

1. To bridge the gap between meritorious student and meritorious academy, Tribal Development department Government of Maharashtra has issued No. Training 2021/ CN 34/ D-9 dated 20th April, 2021, to sponsor ST Candidates for UPSC Civil Services Examination
2. This training program is a regular, Full time and Non – residential course for 12 Months duration
3. The students are entitled to receive the stipend of Rs. 12000/- per month studying in the academies located at Delhi and Rs. Rs.8000/- per month if studying in the academies located in Maharashtra state , The stipend will be credited in the bank account of student after submission of attendance from the respective training Academy.
4. The attendance for each class is mandatory and should not be less than 75 Percent Cumulatively.
5. The student will also receive amount of Rs. 14000/- only once for purchasing of books after submission of invoice/ bills or recommendation letter issued by the respective academy.
6. The course module with yearly calendar should be submitted within 7 days after signing of the agreement.
7. Test report should be submitted to TRTI, Pune at regular intervals.

8. The Classes should be conducted in an offline mode and academy will be held responsible for overall preparation / development of the student.

9. Scope of the project is to train evaluate the students as per examination pattern and orientation within 12 months of duration.

10. Create/ Generate Quality manpower, Staff, Faculty etc.

11. Provide Practical / Skillful knowledge to increase the score for selection in the immediate upcoming examination of UPSC Civil Services Examination.

12. Provide / Create required infrastructure and conduct the training program as the course module or examination requirement and schedule approved by the TRTI, Pune

3.1.2 Objective

The coaching should contain the following subjects in online/ offline mode or as decided by the TRTI, Pune

- a) General Studies for UPSC Civil Services Preliminary Examination
- b) CSAT for UPSC Civil Services Preliminary Examination
- c) General Studies for UPSC Civil Services Main Examination
- d) Optional Subject for UPSC Civil Services Main Examination
- e) Test Series for UPSC Civil Services Preliminary Examination
- f) Test Series for General Studies for UPSC Civil Services Main Examination
- g) Test Series for Optional Subjects UPSC Civil Services Main Examination
- h) Preparation for Personality Test for UPSC Civil Services Examination

3.1.3 Scope of Work

1 TRTI, Pune Reserves the right to increase or decrease the number of students / Candidate to enroll at the institute to ensure the qualitative training

2. Selection of the candidates: The selection of candidates to be sponsored for the Coaching of UPSC (Civil Services) Examination, will be done by TRTI, Pune

3. The empaneled Coaching Institutions shall provide qualitative coaching to the candidates for UPSC (Civil Services) Examination, deputed by TRTI, Pune.

4. The empaneled Coaching Institutions shall conduct periodic tests and shall inform the result of the

5. The empaneled Coaching Institutions shall cover the complete syllabus of UPSC (Civil Services) Preliminary Examination and Main Examination or as decided by Commissioner , TRTI, Pune. If the coaching is incomplete or not properly imparted, the Coaching Institute will be blacklisted and complete fee due will not be paid.
6. The empaneled Coaching Institutions shall allow the candidates to change the optional subject, within the same coaching institute, if the candidate so desire within 10 days of start of the coaching for optional subject.
- 7 The empaneled Coaching Institutions shall provide study material (at no extra cost) and or tab to the candidates, immediately after admission and further, as and when the study materials and or tab are given to other candidates taking coaching in the institute.
8. The selected Institutions shall enter into a contract agreement on a non-judicial stamp paper of Rs 500, with terms and conditions as per the format specified by The Commissioner, TRTI, Pune, within 10 days from the receipt of written communication of letter of empanelment to this effect, failing which the EMD will be forfeited and the Institution will be removed from the empaneled list of institutes.
9. The Coaching Institute has to buy and pay the premium for the health, accident, travel, theft or any other may be appropriate of an enrolled students

3.1.4 Payment Terms:

- a).Coaching fee will be paid in three installments; first installment of twenty- five percent (25 %) of the total fee will be paid on signing of Contract.. Second installment of twenty- five percent (25 %) of the total fee will be paid on or before the completion of five months of coaching. Third and final installment of fifty percent (50%) of the total fee will be paid after completion of coaching.
- b) The Commissioner, TRTI, Pune reserves the right to change the payment terms.
- c) Payment of Coaching Fee shall be made after deducting all statutory deductions in lieu of the taxes levied by the state government, central government and other authorities.
- d) TRTI, Pune is not liable to pay any kind of interest on delayed payment.
- e) TRTI, Pune reserves the rights of overall monitoring of the training program.
- f) The coaching institutes should submit their requisition / bill for each installment, in duplicate with the list of candidates with attendance. The payments shall be made within 30 days of receipt of invoice. If, due to any reasons, payment delayed, no interest is payable.



g) The contract is for a period of one year or up to the completion of syllabus of UPSC (Civil Services) Prelims and Mains Examination, whichever is later. On completion of coaching, the institute will have to submit following reports to TRTI, Pune

- Course Completion Report
- Results of Test conducted by the Coaching Institute
- Attendance of the candidates sponsored by TRTI, Pune

h) Contract may be extended for next three financial years by mutual consent with the same terms and conditions of the agreement executed.

i) The base rate of coaching fee may be increased by maximum 6% per year. However, decision of the Commissioner, TRTI, Pune, in this regard, will be final.

j) The Commissioner, TRTI, Pune including the authorized Officers of the TRTI, Pune shall have the power to issue notices in writing and to instruct/direct the Institutions to make alterations/variations in the assigned Coaching / Test Plan.

k) The training institute / Academy should submit the annual financial report duly certified by chartered accountant alongwith the utilization certificate and compliance report.

4. Section IV – General and Special Conditions of Contract

4.1 Part I – General Conditions

4.1.1 General Conditions

4.1.1.1 Definitions

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

1. "Applicable Law" means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
2. "Contract" means the Agreement entered into between the TRTI , Pune and the Service Provider, together with the contract documents referred to there in, including all the attachments, appendices, annexure, schedules and all documents incorporated by reference therein.
3. "GC" means these General Conditions of Contract (Part-I of Section IV).


4. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
5. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause.
6. "Government" means the Government of Maharashtra.
7. "Service Provider" means any private or public entity that will provide the Services to the TRTI , Pune under the Contract. The Service Providers are the entity, whose bid to perform the Contract has been accepted by the TRTI , Pune and is named as such in the Agreement.
8. "Party" means the TRTI , Pune or the Service Provider, as the case may be, and "Parties" means both of them.
9. "Personnel" means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
10. "SC" means the Special Conditions of Contract (Part-II of Section IV) by which the GC may be amended or supplemented.
11. "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at Section-III of EOI hereto.
12. "Bidder" means the entity bidding for the services under the Contract.
13. "Resident" means resident of India.
14. "TRTI" means Tribal Research and Training Centre.
15. "In writing" means communication in written form with proof of receipt.

4.1.1.2 Relationship between parties

- Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the TRTI , Pune and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

4.1.1.3 Law Governing Contract

- "This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Laws of India. The bidder and the vendor in the provision of its services under the contract shall be governed at all times by the provisions of Government of India and the regulations framed there under as amended from time to time. Notwithstanding anything contained



therein, if the bidder/vendor contravenes any provisions of Government of India and the regulations framed there under, as applicable to the services rendered under this EOI/Contract, the bidder/vendor shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this EOI/contract.”

4.1.1.4 Language

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

4.1.1.5 Notices

1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

4.1.1.6 Location

The Services of shall be performed at such locations, as the TRTI , Pune may approve.

4.1.1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the TRTI , Pune or the Bidder may be taken or executed by the officials specified in the SC.

4.1.1.8 Taxes & Duties

1. The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws of India.
2. The Bidder may be subject to taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the TRTI , Pune under the Contract. The quoted cost in the financial bid shall be exclusive of all such taxes. Such taxes shall be quoted separately.
3. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the TRTI , Pune/Service Provider as the case may be.



4.1.1.9 Fraud & Corruption

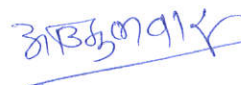
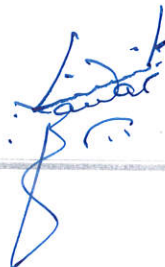
4.1.1.10 Definitions

It is the TRTI , Pune's policy to require that the TRTI , Pune as well as Service Provider observe the highest standard of ethics during the selection and execution of such contracts. The TRTI , Pune also requires that the Service Provider does not demand any service charges from the Resident unless the same is agreed with the TRTI , Pune in advance. In pursuance of this policy, the TRTI , Pune defines, for the purpose of this provision, the terms set forth below as follows:

1. "Corrupt Practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
2. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the TRTI , Pune;
3. "Collusive practices" mean a scheme or arrangement between two or more bidders, with or without the knowledge of the TRTI , Pune, designed to establish prices at artificial, non-competitive levels;
4. "coercive practices" mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
5. "Unfair trade practices" mean supply of services different from what is ordered on, or a Change in the Scope of Work which was agreed.

4.1.1.11 Measures to be taken by the TRTI , Pune

1. The TRTI , Pune may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the TRTI , Pune to remedy the situation;
2. The TRTI , Pune may also apply sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a TRTI , Pune-financed contract.



4.1.1.12 Interpretation

In this Contract unless a contrary intention is evident:

1. the clause headings are for convenient reference only and do not form part of this Contract;
2. unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;
3. unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
4. a word in the singular includes the plural and a word in the plural includes the singular;
5. a word importing a gender includes any other gender;
6. a reference to a person includes a partnership and a body corporate;
7. a reference to legislation includes legislation repealing, replacing or amending that legislation;
8. where a word or phrase is given a particular meaning it includes the appropriate
 - a. grammatical forms of that word or phrase which have corresponding meanings;
9. In the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.

4.1.2 Commencement, Completion, Modification & Termination of Contract

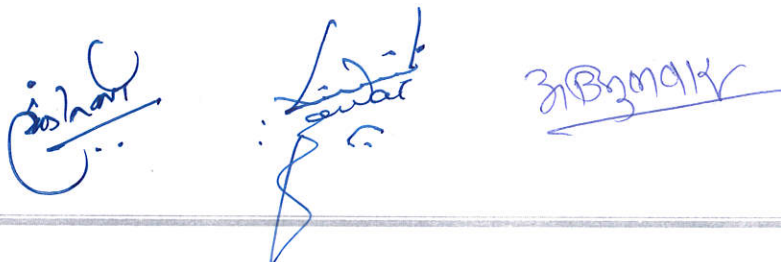
4.1.2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date.

4.1.2.2 Termination of Contract

4.1.2.2.1 Termination of Contract for Failure to Become Effective

If this Contract does not become effective within such time period as defined in the SC, TRTI , Pune through a written notice to the other Party, declare the offer to sign the contract to be null and void. TRTI , Pune may ask next ranked bidder to sign the contract or may publish new EOI.



The image shows three distinct handwritten signatures in blue ink, positioned horizontally across the bottom of the page. The signatures are stylized and appear to be initials or names of the parties involved in the contract.

4.1.2.2.2 Termination of Contract subject to necessary approvals

Notwithstanding the duration of the contract stated in GC , TRTI, reserves theright to terminate the contract at any time without prejudice or liability.

4.1.2.3 Commencement of Services

The service providers shall begin carrying out the Services within 2 day (from the date of signing the contract between the TRTI , Pune and the service provider).

4.1.2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC hereof, this Contract shall expire at the end of such time period, after the Effective Date or after the agreed volume/quantity has been delivered, as specified in the SC. The Contract may be extended by aperiod of one year plus one year (up to Two years on 'year on year' basis or a part thereof) subject to satisfactory performance by the Bidder.

4.1.2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties.

4.1.2.6 Modifications or Variations

- Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

4.1.2.7 Force Majeure

4.1.2.7.1 Definition

1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

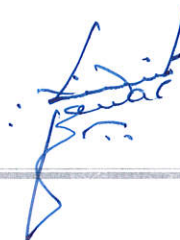
2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
3. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

4.1.2.7.2 No Breach of Contract

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

4.1.2.7.3 Measures to be taken

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. 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.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the TRTI, Pune, shall either:
 - i. immobilize, or
 - ii. Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause.



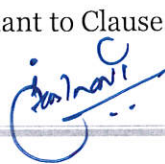
4.1.2.8 Suspension

The TRTI , Pune may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its 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 allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

4.1.2.9 Termination

4.1.2.9.1 Termination

- A. The TRTI , Pune may, without prejudice to any other remedy for breach of Contract, by 30 days prior written notice of default sent to the service provider, terminate the Contract in whole or in part in case of the occurrence of any of the events specified in paragraphs (a) to (k) of this Clause GC .
- i. If the service providers fail to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the TRTI , Pune; OR
- ii. If the service providers fail to perform any other obligation(s) under the contract."
- B. If the Service Provider becomes insolvent or goes into liquidation or bankruptcy or receivership whether compulsory or voluntary.
- C. If the Service Provider, in the judgment of the TRTI , Pune has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- D. If, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- E. If the Service Provider submits to the TRTI , Pune a false statement which has a material effect on the rights, obligations or interests of the TRTI , Pune.
- F. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the TRTI , Pune.
- G. If the Service Provider fails to provide the quality services as envisaged under this Contract. The TRTI , Pune may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The TRTI may decide to give one chance to the Service Provider to improve the quality of the services.
- H. If the Service Provider has been blacklisted by the TRTI and/or any other government agency or disqualified for any reason.
- I. If the Service Provider fails to fulfill its obligations under Clause hereof.
- J. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause hereof.



- K. In the event of Service Provider found:
- i. Provided incorrect information to TRTI.
 - ii. Non co-operative during audits conducted by TRTI/ TRTI Regional Office or auditing agencies appointed for the purpose.
- L. "If the service provider discloses any confidential information during its engagement with TRTI, TRTI may terminate this Contract, forthwith." Confidentiality Obligations shall survive the termination of this Contract.
- M. In the event the TRTI, Pune, in its sole discretion and for any reason whatsoever, decides to terminate the Contract in whole or in part, pursuant to Clause, the TRTI , Pune may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the TRTI , Pune for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

4.1.2.9.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses hereof, or upon expiration of this Contract pursuant to Clause hereof, all rights and obligations of the Parties hereunder shall cease, except:


- A. Such rights and obligations as may have accrued on the date of termination or expiration;
- B. The obligation of confidentiality set forth in Clause hereof;
- C. The Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause hereof; and
- D. Any right which a Party may have under the Law.

4.1.2.9.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the TRTI , Pune, the Service Provider shall proceed as provided, respectively, by Clauses hereof.

4.1.2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses, the Service Provider shall be entitled such undisputed payments as per the following:



- A. If the Contract is terminated pursuant to Clause GC, then the service provider shall be eligible for remuneration pursuant to Clause hereof for Services satisfactorily performed prior to the effective date of termination;
- B. If the agreement is terminated pursuant of Clause GC other than those mentioned in (a) above, the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the TRTI, Pune may consider making such undisputed payment for the part satisfactorily performed, if such part is of economic utility to the TRTI, Pune. Applicable under such circumstances, upon termination, the TRTI, Pune may also impose liquidated damages as per the provisions of Clause of this agreement. The Service Provider will be required to pay any such liquidated damages to TRTI, Pune within 30 days of termination date.

4.1.2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

4.1.2.10 Extension of Contract

The contract may be extended by a period of one year plus one year (up to Two years on 'year on year' basis or part thereof), subject to satisfactory performance by the Bidder and acceptance of both the parties.

4.1.2.11 Options Clause

The TRTI, Pune can exercise an option to procure an additional quantity not exceeding 40% of the original contracted quantity on the same terms and conditions. This option will be applicable within the currency of the contract. It will be entirely at the discretion of the TRTI, Pune to exercise this option.

4.1.3 Obligations of the service provider

4.1.3.1 Standard of Performance

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology with safe and effective equipment, men, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the TRTI, Pune, and shall at all times support and safeguard the

TRTI, Pune's legitimate interests in any dealings with third Parties.

4.1.3.2 Prohibition of Conflicting Activities

The Service Provider and their Personnel shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

- A. The Service Provider shall protect from unauthorized access, loss or damage and also keep safe, secure and confidential all demographic information, all documents, data and information of any nature provided to the Service Provider for the discharge of services.
- B. The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from TRTI, other than required for discharge of services.
- C. The Service Provider shall not give access to the information or data collected and received from TRTI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to an authorized personnel and only used in the manner prescribed by TRTI.
- D. The service provider (PSPs) shall also provision for periodic (half yearly) third party audits from Cert-In (computer emergency response team-India) empaneled auditors at no extra Cost to TRTI.

4.1.3.3 General Confidentiality

"Except with the prior written consent of the TRTI, Pune, the Bidder and its personnel shall not at any time communicate to any person or entity, any confidential information acquired in the course of discharge of Services, nor shall the Bidder and the personnel make public the recommendations formulated in the course of or as a result of discharging the Services.

Bidder should comply with the IT Act, 2000 and other related Laws/ Acts/ Policies/ Guidelines/ Regulations, etc. Including the amendments thereof particularly with respect to data confidentiality and privacy. The Bidder shall furnish a Non- Disclosure Agreements, as per format provided in Appendix 'D' of Section V as part of its proposal."

4.1.3.4 Insurance to be Taken Out by the Service Provider

The Service Provider shall take and maintain insurance against risks and coverage as per the industry standards and as per the applicable laws at their own cost, and such insurances as shall be specified in the **SC**; and (b) at the TRTI, Pune's request, shall provide evidence to the TRTI, Pune showing that such insurance has been taken and maintained and the current premiums have been paid.

4.1.3.5 Accounting, Inspection and Auditing

- A. The Service Provider
- B. Shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and
- C. Shall periodically permit the TRTI , Pune or its designated representative and/or the TRTI , Pune, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the TRTI , Pune or the TRTI , Pune, if so required by the TRTI , Pune. The Audit expenses shall be borne by the Service Provider.
- D. The TRTI, Pune shall have the right to carry out inspection checks, audits of the Service Provider's premises and/ or locations, facilities, or point of delivery of services performed under this contract.
- E. The TRTI , Pune shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.
- F. If a third-party audit is conducted at the instance of PSP, the cost of audit will be borne by the PSP.

4.1.3.6 Sub- contracting


The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without TRTI's prior written approval.

4.1.3.7 Reporting Obligations

The Service Provider shall submit to the TRTI, Pune the reports and documents with regard to Implementation of

4.1.3.8 Rights of Use

All rights of use of any process, product, service, or data developed, generated, or collected, received from TRTI or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with the TRTI , Pune or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the TRTI , Pune or its nominated agencies.



4.1.3.9 Safety & Security of Data, Premises, Location/ site-

- A. The Data provided by the TRTI, Pune to the Service Provider, for Implementation of is the property of the TRTI, Pune. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.
- B. The Service Provider shall not use the information, the name or the logo of the TRTI, Pune and or Government of India except for the purposes of providing the services as specified under this contract.
- C. The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the TRTI , Pune, without prior written Permission from the TRTI, Pune.
- D. The Service Provider shall follow the Security Guidelines issued by Government of India.
- E. Certificate of 'Data deletion' to be provided by the Service Provider, at the time of raising the invoice.
- F. The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, other relevant Acts.
- G. The TRTI , Pune reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements
- H. The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.

4.1.3.10 Equipment & Materials Provided by the Service Provider

- Equipment or materials brought into India by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable.



4.1.3.11 Intellectual Property Rights (IPR)

- The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the TRTI, Pune.

4.1.3.12 Assignment

- The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract.

4.1.4 Service provider's personnel

4.1.4.1 General

The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.1.4.2 Project Manager

If required by the TRTI , Pune, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services a Project Manager, acceptable to the TRTI , Pune, shall take charge of the performance of such Services.

4.1.5 Obligations of the TRTI, Pune

4.1.5.1 Assistance and exemptions

Unless otherwise specified in the SC, the TRTI, Pune shall use its best efforts to ensure that the Government shall:

- Issue to officials, agents and representatives of the Governmental such instructions as may be necessary or appropriate in its opinion for the prompt and effective implementation of the Services.
- Provide to the Service Provider and Personnel any such other assistance as may be required in its opinion specified in the SC.

4.1.5.2 Change in the applicable Law Related to Taxes and Duties

- The Service Provider and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
- The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the TRTI , Pune. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the TRTI , Pune/Service Provider.



4.1.5.3 Payment

Inconsideration of the Services performed by Service Provider under this Contract, the TRTI, Pune shall make to the Service Provider such payments and in such manner as is provided by Clause, of this Contract.

4.1.6 Payments to the service provider

4.1.6.1 Payment for Services

- A. The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.
- B. The TRTI, Pune shall make the payment within 30 days of receiving the invoice from the Service Provider.

4.1.6.2 Currency of Payment

All payments shall be made in Indian Rupees (INR).

4.1.6.3 Terms of Payment

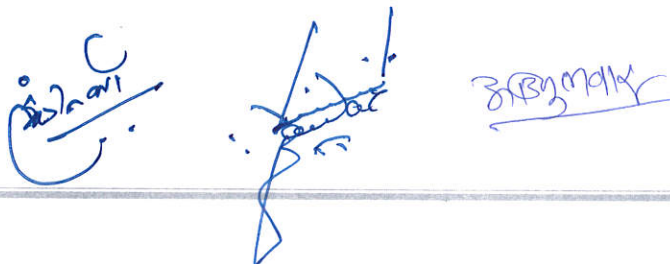
The payments in respect of the Services shall be made as follows:

- A. The Service Provider shall submit the final invoice for payment when the payment is due as per agreed terms on successful delivery and acceptance of services. The payment shall be released as per the work-related milestones achieved.
- B. The invoices submitted by the Service Provider and the respective SLAs to be imposed thereon, if any, will be processed and verified by TRTI.
- C. All undisputed payments under this Contract shall be made to the accounts of the Service Provider specified in the SC.
- D. In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments (if any).
- E. In case of early termination of the contract, the undisputed payment shall be made to the Service Provider as mentioned here with:
- F. The Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the rate as specified.

4.1.7 Good faith

4.1.7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.



4.1.7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause hereof.

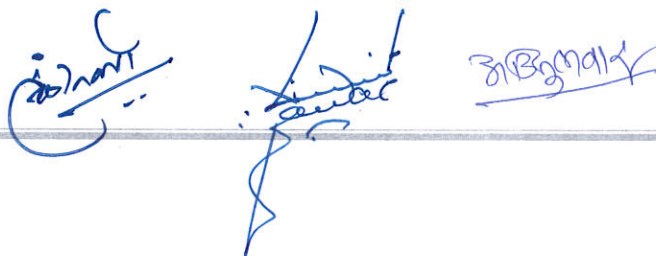
4.1.8 Settlement of disputes

4.1.8.1 Amicable Settlement

Performance of the contract is governed by the terms & conditions of the contract. In Case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 4.1.8.2 shall become applicable.

4.1.8.2 Arbitration

- A. Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration as per the Arbitration & Conciliation Act, 1996, to be decided by a sole arbitrator. The authority and Service Provider to appoint one arbitrator each and a Sole Arbitrator to be appointed by such two Arbitrators to finally decide the dispute the parties.
- B. The arbitration proceedings shall be held at Pune, India and language used in these proceedings shall be English.
- C. The decision Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.
- D. The decision to continue of performance of the irrespective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.
- E. The parties shall use their best endeavors to procure that the decision of the arbitrator is given within a period of six months or as after as is possible after it has been demanded.



F. The courts in Pune, India shall have exclusive jurisdiction in relation to this contract including this clause.

G. All fees for pertaining to arbitration proceedings shall be borne by the parties equally.

H. All other costs incurred by the parties shall be borne by the respective parties.

4.1.9 Liquidated damages

4.1.9.1 Definition

Time is the essence of the Agreement and the delivery dates are binding on the Service Provider. If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not corrected/modified to meet the requirements within 4 days of being informed by the TRTI, Pune, the TRTI, Pune shall be free to impose liquidated damages as specified in the SLA section of the EOI. In addition, the TRTI, Pune reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider. LDs shall not be sole and exclusive remedy with the TRTI, Pune. LDs will be imposed if the default is solely attributable to the Service Provider. LDs are capped at 10% of the total estimated value of the contract. If the LDs cross this cap, TRTI, Pune shall have the right to terminate the contract for breach and consequences for termination due to breach of contract shall apply.

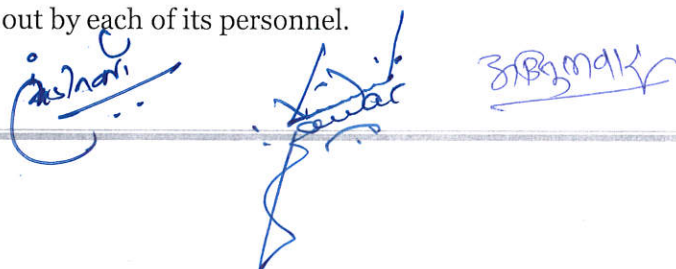
4.1.9.2 Limitation

The Service Providers are liable to the TRTI, Pune for payment of liquidated damages as specified in the SLA.

4.1.10 Adherence to rules & regulations

4.1.10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions

- A. The Service Provider shall comply with the provisions of IT Act 2000 and other related Laws/Acts/Policies/Guidelines/Regulation, etc. including the amendments thereof particularly with respect to data confidentiality and privacy.
- B. The Service Provider shall also comply with provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by TRTI, Pune shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.
- C. Access to the data center /data processing sites and TRTI, Pune's locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the TRTI, Pune. The Service Provider shall maintain a log of all activities carried out by each of its personnel.



- D. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the TRTI, Pune during the execution of the work.
- E. The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of noncompliance or violation of laws including Information Technology Act, 2000 (and amendments thereof).
- F. The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- G. The Service Provider shall at all times indemnify and keep indemnified the TRTI , Pune for any situation arising out of this clause while providing its services under the Project.

4.1.11 Limitation of liability

4.1.11.1 Limitation of Liability

Except in case of gross negligence or willful misconduct:

- A. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the TRTI , Pune; and
- B. The aggregate liability of the Service Provider to the TRTI , Pune whether under the Contract, in tort, or otherwise, shall not exceed the total amount specified in the contract, or to any obligation of the Service Provider to indemnify the TRTI , Pune with respect to patent infringement and/or any third party claims.
- C. The liability of TRTI, Pune to Service Provider shall be limited to the amount of fees payable under the contract. The TRTI, Pune shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per Clause of this contract.
- D. Provided this liability cap given under this Clause shall not be applicable to the indemnification obligations, breach of Confidentiality and Security and/or any Bodily injury caused by act and/or omission of the Service Provider.



4.1.12 Miscellaneous provisions

4.1.12.1 Miscellaneous Provisions

- A. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- B. The Service Provider shall notify the TRTI, Pune of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- C. The Service Provider shall at all times indemnify and keep indemnified the TRTI , Pune against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this Contract.
- D. The Service Provider shall at all times indemnify and keep indemnified the TRTI , Pune against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other Third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider
- E. The Service Provider shall at all times indemnify and keep indemnified the TRTI , Pune against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.
- F. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- G. All materials provided to the TRTI, Pune by bidder are subject to public disclosure laws such as RTI etc. and therefore it should be preserved at least for minimum five years in hard and soft copy.
- H. The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract or any activity related to TRTI without a written consent from the TRTI, Pune. Service Provider shall not publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Contract and/ or the business of the TRTI without prior reference to and approval in writing from TRTI.
- I. Service Provider shall not use the trademarks and /or IPR of TRTI without the prior written consent of TRTI.



4.2 Part II - Special Conditions of Contract


The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

(Clauses in brackets {} are optional; all notes should be Deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
4.1.1.5	The addresses are: TRTI , Pune: The Commissioner, Tribal Research And Training Institute, 28, Queens Garden, Pune-411001 E-mail: _____
	Service Provider: Attention: E-mail: _____
4.1.1.6	The Services shall be carried out at the site/s as agreed to and approved by the TRTI , Pune.
4.1.1.7	The Authorized Representatives are: For the TRTI , Pune: The Commissioner, Tribal Research And Training Institute, 28, Queens Garden, Pune-411001 For the Service Provider:
4.1.1.8	The effective date of the Contract: Date of Signing of the contract by both parties which is 2 days from Notification of award
4.1.1.9	The date for the commencement of Services: Within 2 day from the Signing of the contract between the TRTI , Pune and the Service Provider.
4.1.1.10	The tenure of the contract shall be for a period of 1 year w.e.f the effective Date of the contract
4.1.1.11	The amount is in Indian Rupees (INR)
4.1.1.12	General terms and conditions of Payment Schedule 1. All undisputed and eligible payments shall be made by the TRTI , Pune in favour of the PSP. 2. The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.

(Handwritten signatures and initials in blue ink)

	<p>3. Service Provider shall obtain sign-off for each milestone completed from the TRTI , Pune and raise invoice against the same.</p> <p>4. Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 30 days of submission of invoice and subject to reconciliation of attendance and other document mentioned in this EOI.</p> <p>5. Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the TRTI , Pune, any work done or supply made or service rendered by PSP is deficient in any manner in comparison to the prescribed standards, TRTI , Pune shall be at liberty to withhold a reasonable portion of the payments due to the PSP, till such work/supply/service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the TRTI , Pune under this contract.</p> <p>All payments under this Contract shall be made to the account of the PSP with (Bank & A/c No.):</p>
4.1.1.13	<p>The Arbitration proceedings shall take place in Pune in India and cost of Arbitrator / Arbitration to be borne by parties themselves.</p>


5. Section V - Annexures and Appendices

5.1.1 Annexure I - Standard Contract Form

Contract for Expression of interest (EOI) for Empanelment for coaching institutes to provide the Coaching for ST Candidates of UPSC (Civil Services) Examination is made at Pune on this day of 2022:

BETWEEN

Tribal Research and Training Institute (TRTI), having its office at 28, Queens Garden, Pune-411001 (hereinafter called "**the TRTI , Pune/ TRTI**") which expression shall unless repugnant to the context thereof include his successors, heirs, representatives, administrators and permitted assigns, represented by its Commissioner (Administration) who is duly authorized to execute this Contract being the Party of the **FIRST PART**;

AND

Having its registered office at _____ (herein after called "**the Service Provider**") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the **OTHER PART**.

TRTI , Pune and Service Provider are collectively referred to as the "**Parties**" or individually referred to as a "**Party**" as the context may require.

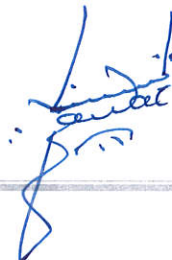
WHEREAS, the TRTI , Pune had invited bids for certain Services, viz., "EXPRESSION OF INTEREST (EOI) FOR Empanelment of coaching institutes to provide the Coaching to ST Candidates for UPSC (Civil Services) Examination.

/dated/

AND WHEREAS, various applications were received pursuant to the said bid.

AND WHEREAS, the TRTI , Pune has accepted the said Bid by the Service Provider for the supply of those Services as per the following rates exclusive of all statutory taxes (hereinafter "**the Contract Price**").

AND WHEREAS, vide a Letter of Intent dated, the TRTI , Pune agreed to place order for 'EXPRESSION OF INTEREST (EOI) FOR Empanelment of coaching institutes to provide the Coaching to ST Candidates for UPSC (Civil Services) Examination.



Item	Rate in INR (in figures)	Rate in INR (in words)
EXPRESSION OF INTEREST (EOI) FOR Empanelment of coaching institutes to provide the Coaching to ST Candidates for UPSC (Civil Services) Examination.		

And in pursuance of having accepted the said bid, the Parties have agreed to enter into this Agreement. The Parties understand that all the conditions of the EOI, its amendments and clarifications issued, including those on allocation of volume, will be binding on both the parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the EOI.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. General and Special Conditions of Contract mentioned in Section IV of the EOI;
 - b. The EOI
 - c. Acceptance letter of the bidder dated__
 - d. Duly signed Letter of Intent dated____
 - e. Proposal
3. The following Appendices: *[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix,]:*
4. The mutual rights and obligations of the TRTI , Pune and the Service Provider shall be asset forth in the Contract, in particular:
 - a. The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b. The TRTI , Pune shall make payments to the Service Provider in accordance with theprovisions of the Contract.

5. The Service Provider has already submitted a Contract Performance Guarantee amounting to Rs-----/- (Rupees in words) which would be valid for 60 days beyond the completion of contract.
6. The services shall be carried out at the site/premises at approved locations of State of Maharashtra as agreed by the Parties.

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/on behalf of (name of TRTI , Pune)
 Commissioner,
 Tribal Research and Training Institute (TRTI), Pune

[Authorized Representative]

For/ on behalf of *[name of Service Provider]*

M/s

[Name & position] Authorized Representative]

5.1.2 Annexure II (Technical Evaluation Criteria) - Past Experience of Firm in terms of Turnover from Similar Work

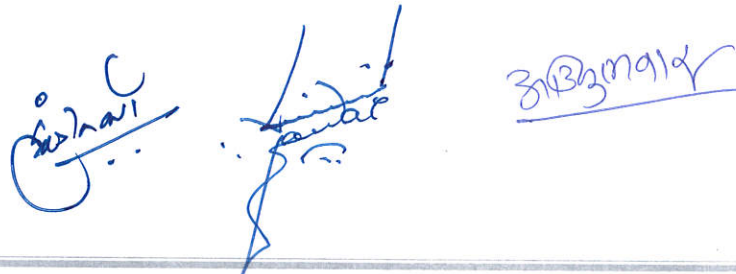
Customer Name	Year of Execution	Job Volume	Turnover	Remarks

For each of the above citation bidder is required to submit a copy of the work order and Satisfactory Work Completion Certificate(s) issued by the client. The work order must have the project value specified.

5.1.3 Annexure III (Technical Evaluation Criteria) - Annual Turnover

S No.	Financial Year	Annual Turnover	Annual Turnover	Remarks

Bidder is required to provide a certificate from the statutory auditor certifying the annual turnover only.

Three handwritten signatures in blue ink are located at the bottom of the page. The first signature on the left is written in a cursive style and appears to be 'S. S. S. S.'. The middle signature is more stylized and appears to be 'S. S. S. S.'. The signature on the right is written in a bold, blocky style and appears to be 'S. S. S. S.'.

Annexure IV – Declaration by Bidder for not being black-listed

(To be submitted on the Letter head of the Bidder)

To,

The Commissioner,
Tribal Research and Training Institute,
28, Queens Garden,
Pune-411001

Dear Sir,

We confirm that our Company <name of company> as on date of submission of the proposal is not been blacklisted by any Private/Central /State Government/PSU or any other Organization and agencies in India or abroad for corrupt, fraudulent or any other unethical business practices.

Sincerely,

Name & Designation of the Authorized Signatory







5.1.4 Annexure V - Integrity Pact

The pre-contract integrity pact shall **be signed by the Bidder** should be submitted as part of technical evaluation bid.

INTEGRITY PACT

(To be executed on ₹ 100 stamp paper)

This Agreement (hereinafter called the Integrity Pact) is made on day of the month of.....2022, between, on one hand, the Governor of Maharashtra acting through Commissioner, Tribal Research and Training Centre, Government of India (hereinafter called the "The Principal"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/represented by, Authorized Signatory (hereinafter called the "Bidder/Contractor/Bidder", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Preamble

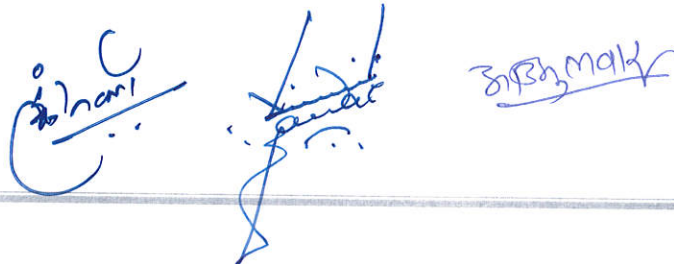
The principal intends to award, under laid down organizational procedures, contract for EXPRESSION OF INTEREST (EOI) FOR Empanelment of coaching institutes to provide the Coaching to ST Candidates for UPSC (Civil Services) Examination.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

In order to achieve this the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principal mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled.
 - b) The Principal will during the tender process treat all



- c) Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
- d) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)/Bidder

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.



- e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other Intermediaries in connection with the award of the contract.
 - f) Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

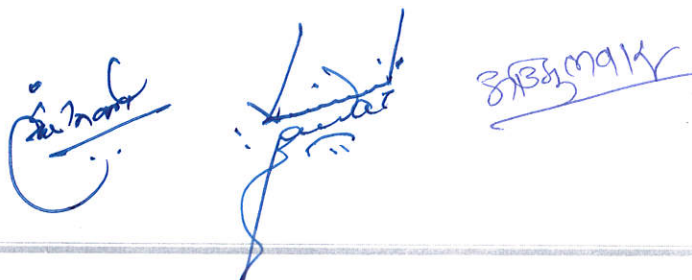
If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender processor to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other government (Central/State/PSU's) in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reasons.



Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

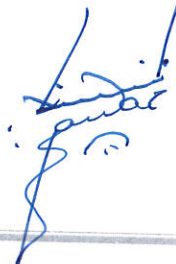
1. In case of sub-contracting, the principal contractor shall take the responsibility of the Adoption of Integrity pact by the sub-contractors.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractors (s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) or sub-contractor, or of an employee or a representative or an associate of a bidder, contractor or sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. He reports to the Commissioner, TRTI, Pune.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.



4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Commissioner, TRTI and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the Contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Commissioner, TRTI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Commissioner, TRTI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Commissioner, TRTI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.

Section 9: Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. Pune.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



4. In the event of any contradiction between the Integrity pact and its Annexure, the clause of the Integrity pact will prevail.

For & on behalf of the Principal) (Office Seal)

(For & on behalf of Bidder/Contractor) (Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

5.2.1 Appendix A - Form of Performance Bank Guarantee Bond

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To


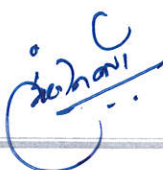
The Commissioner,
Tribal Research And Training Institute,
28, Queens Garden,
Pune-411001

Dear Sirs,

1. In consideration of the Tribal Research and Training Centre, Government of India, (hereinafter referred to as the 'TRTI , Pune' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... With its Registered/Head office at..... (Herein after referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Service Provider, resulting in a Contract, bearing No..... dated... valued at.....for (scope of Contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. We.....(Name & Address of Bank Branch)having its Head office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Service Provider merely on a demand from the TRTI , Pune stating that the amount claimed is due by way of inconvenience caused to or would be caused to or suffered by the

TRTI , Pune by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the TRTI , Pune and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the TRTI , Pune discharges this guarantee.

3. The TRTI , Pune shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Service Provider. The TRTI , Pune shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the TRTI , Pune and the Service Provider or any other course or remedy or security available to the TRTI , Pune. The Bank shall not be released of its obligations under these presents by any exercise by the TRTI, Pune of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the TRTI, Pune or any other indulgences shown by the TRTI, Pune or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the TRTI , Pune at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee the TRTI , Pune may have in relation to the Service Provider's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs.(in words & figures).
 - (2) This Bank Guarantee will be valid up to; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank



Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....2022 at.....

WITNESS

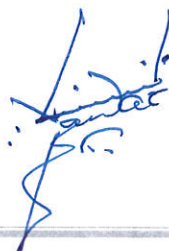
.....
(Signature) (Signature)

.....
(Name)(Name)

.....
(Official Address)(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....



5.2.2 Appendix B - Form of Bank Guarantee for EMD

**(To be stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank**

Ref.....

Bank Guarantee No.....

Date.....

To
The Commissioner,
Tribal Research and Training Institute,
28, Queens Garden, Pune-411001

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No.....
M/s.....HavingitsRegistered/HeadOfficeat.....(Hereinafter called the 'Bidder') wish to participate in the said Bid or and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up toon behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the.....Bank at..... (Local address) having our Head office at Guarantee and undertake to pay immediately on demand by National Health Authority, of India, the amount of..... (in Words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs..... (In words & figures).
 - (2) This Bank Guarantee will be valid up to..... ; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before



In witness whereof the Bank, through its authorized officer, has set its hand and stamp on thisday of.....20.....at.....

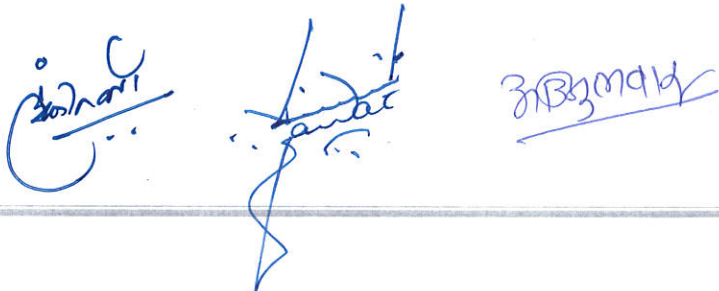
WITNESS

.....
(Signature) (Signature)

.....
(Name)(Name)

.....
(Official Address)(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....Dated.....



The bottom of the page features three distinct handwritten signatures in blue ink. The first signature on the left is a cursive-style name. The middle signature is more stylized and appears to be a name with a large flourish. The third signature on the right is a cursive name with a horizontal line underneath it.

5.2.3 Appendix C - Non-Disclosure Agreement

(To be executed on ₹ 100 stamp paper)

This Non-Disclosure Agreement (“Agreement”) is executed on day of 2021 (“Effective Date”), by and between:

Tribal Research and Training Centre or TRTI, through its Commissioner, having its office at Tribal Research And Training Institute, 28, Queens Garden, Pune-411001, (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context and meaning include its successors, administrators and assigns) of the ONE PART;

AND

_____, a Company duly registered under the Companies Act 1956 / 2013, through its authorized representative [Name] holding the designation [Designation], having its registered office at [address], (hereinafter referred to as the “**Bidder**” which expression shall, unless repugnant to the context and meaning, include its successors, administrators, executors, attorneys, agents and assigns) of the OTHER PART.

WHEREAS:

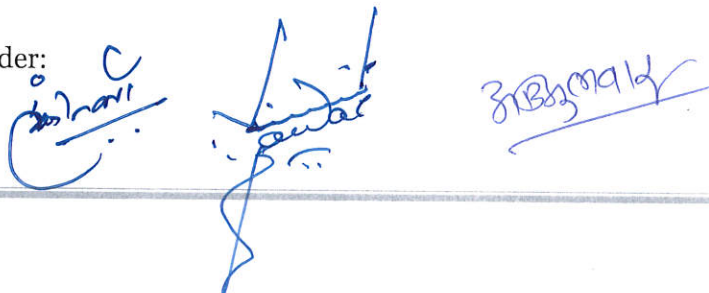
The Bidder is desirous of bidding for Bid No covering “[Expression of Interest (EOI) FOR Empanelment of coaching institutes to provide the Coaching to ST Candidates for UPSC (Civil Services) Examination.]” (hereinafter called the said 'EOI') issued by the Authority.

- A. The Bidder is aware and confirms that the Authority’s business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Authority in the EOI documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Authority.

NOW THEREFORE,

In consideration of disclosure of confidential information, and in order to ensure the Authority’s grant to the Bidder of specific access to Authority’s confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

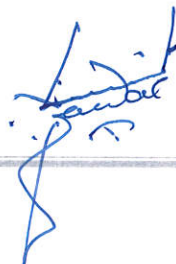
It is hereby agreed as under:



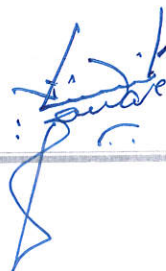
1. The confidential information to be disclosed by the Authority shall include without limitation, any and all information in written, representational, electronic, verbal or other form, whether or not expressly marked as "Confidential", relating directly or indirectly to inventions, processes, products, methodologies, algorithms, risk matrices, thresholds, parameters, reports, data, models, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies, operating techniques, sourcecodes, object codes, "know how", drawings, designs, patents, copyright, trademarks, trade secrets, unpublished records and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
2. It is hereby agreed by the Bidder that this Agreement shall apply in perpetuity and shall survive the termination of any other contract, agreement, arrangement or understanding entered into by or executed between the Authority and the Bidder.
3. Confidential Information does not include information which:
 - a) The Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b) Information in the public domain as a matter of law;
 - c) Is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d) The Bidder is required to disclose by order of a competent court or regulatory authority;
 - e) Is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

4. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event the degree of confidentiality shall be less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - A. To maintain and use the Confidential Information only for the purposes of bidding for this EOI and thereafter only as expressly permitted herein;
 - B. To only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;



- C. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, provided such employees, agents and representatives have duly executed a Non-Disclosure Agreement with the Bidder, to maintain confidentiality of the Confidential Information disclosed to them; and
- D. To treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
5. The Bidder agrees to indemnify the Authority against any and all losses, damages, claims, or expenses incurred or suffered by the Authority as a result of the Bidder's breach of this Agreement.
6. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder undertakes that it shall be liable for any and all unauthorized access to and disclosure of Confidential Information by any of its employees, agents and / or representatives.
7. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent an authorised access to it.
8. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
9. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and/or termination of the contract or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors



based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.

10. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall notify the Authority within 24 hours and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this EOI without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.
11. The Bidder understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Authority irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Authority shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Authority shall deem appropriate. Such right of the Authority shall be in addition to Remedies otherwise available to the Authority at law or in equity.

For and on behalf of:

For Authority

(Authorized Signatory Office Seal :)

For Bidder

(Authorized Signatory Office Seal :)

Name:

Designation:

Date:

Place:

Name:

Designation:

Date:

Place:

