



## **REQUEST FOR PROPOSAL (RFP)**

*for*

### **Hiring the Training-Infrastructure for Conducting the In-Service Trainings for Tribal Development Department Staffs**

Tender Notification No.: TRTI/2022/Training/DESK-04/2450 Dated 12/07/2022

Issued By

-----  
The Commissioner  
Tribal Research & Training Institute, Pune



email trti-mah@nic.in



**Tribal Research & Training  
Institute, Pune**  
Government of Maharashtra  
28, Queen's Garden, Pune - 411 001  
Tel - 020-26362772 Fax 020-2636 0026  
Website trti.maharashtra.gov.in



TRTI/2022/Training/DESK-04/2450

Dated 12/07/2022

**REQUEST FOR PROPOSAL (RFP) For Hiring the Training-Infrastructure for conducting the In-Service Trainings for Tribal Development Department Staffs**


Online Proposals (in two Bid system - Technical Bid & Commercial Bid) are invited for Request for Proposal (RFP) For Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees. 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	Estimated Cost	Tender Fee	Earnest Money Deposit(EMD)
Request for Proposal (RFP) For Hiring the Infrastructure (Accommodation and Food facility along with Training Hall with min. capacity of 50 Person) for conducting the In-Service Trainings for Tribal Development Department Staffs	Rs. 2,00,00,000/-	Rs. 20,000/-	Rs. 2,00,000/-

- The Company / Firm 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 /NEFT.
- The EMD of Rs. 2,00,000/- is required to be deposited online through Net Banking /NEFT.
- The detailed Bid Document is available on the website <https://mahatenders.gov.in/> and can be downloaded.
- Interested Providers/ Bidders shall submit their Bid on or before **26/07/2022, 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



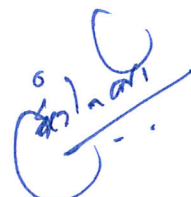
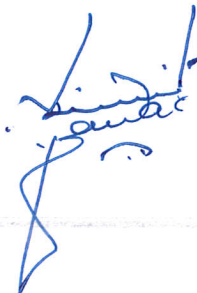
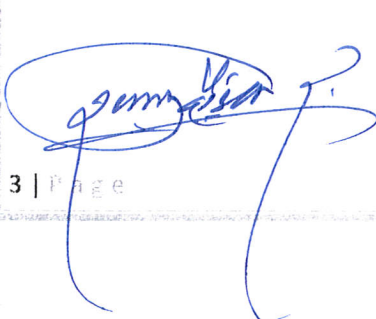
# Tribal Research and Training Institute, Pune

## Request for Proposal (RFP) For Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees

Tender Website	<a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
Date of availability of tender documents on Website	12/07/2022 11:00 AM to 26/07/2022, 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	26/07/2022, 17.00 PM
Time and date of opening of Technical Bid	27/07/2022, 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/- (Twenty Thousand Rupees Only)

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 ("RFP") 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 RFP and such other terms and conditions subject to which such information is provided.

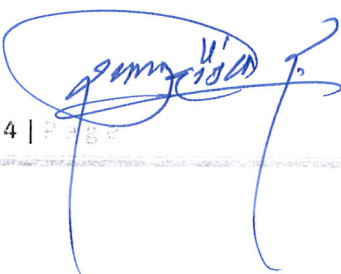
This RFP is not an agreement and is not an invitation by the Employer to the prospective Agencies/Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP 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 RFP 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 RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP 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.

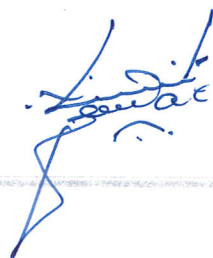
The TRTI PUNE and its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution run just enrichment or otherwise for any loss, damages, cost or expense which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

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 RFP. The issue of this RFP 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 or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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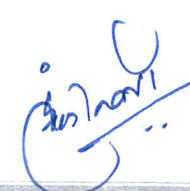
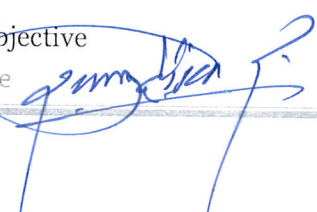
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## Invitation for Proposals

### ***Request for Proposal (RFP) for Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees***

Tribal Research And Training Institute, Pune (TRTI PUNE) is an Autonomous Body 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 Maharashtra and INDIA. The Mission acts as the nodal agency in the state of Maharashtra to ensure organization of 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 Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees. The proposal/bids are invited from credible professional agencies/firms, for this purpose. The scope 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.

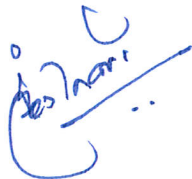
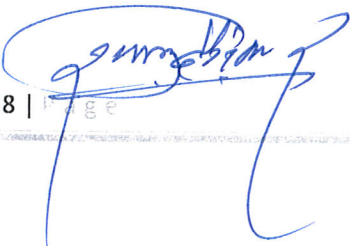
#### Schedule and critical dates

The tentative schedule and critical dates are shown below:

S.No.	Event	Date & Time
1	Publish Date	12/07/2022, 11:00 AM
2	Document Download / Sale Start Date	12/07/2022, 11:00 AM
3	Bid Submission Start Date	12/07/2022, 11:00 AM
4	Clarification Start Date	12/07/2022, 11:00 AM
5	Clarification End Date	17/07/2022, 17:00 PM
6	Pre Bid Meeting Date	18/07/2022, 14:00 PM
7	Bid Submission End Date	26/07/2022, 17:00 PM
8	Bid Opening Date (Technical)	27/07/2022, 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.





# 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 Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees.
2. Bidders are advised to study the Bid document carefully.
3. 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.
4. 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.
5. Bids will be opened as per date/time as mentioned in the RFP.
6. Bids shall be submitted only online.
7. 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 RFP should be submitted on or before the date and time specified in the schedule for RFP and in important date's section provided at the beginning of the RFP.
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.
13. Address for Communication:

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

## **1.2 Part II – Introduction**

1. Tribal Research and Training Centre, Pune (hereafter referred to as TRTI) invites responses (“Proposals”/ “Bids”) to this RFP.
2. This Request for Proposal (RFP) [RFP used interchangeably with Tender] document is therefore intended to invite bids from reputed and reliable companies for ‘Selection of Service provider for Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees.

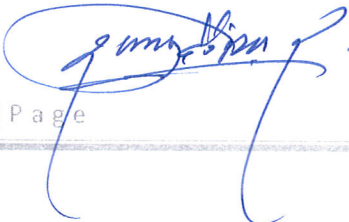
## **1.3 Part III – Glossary & Acronyms**

### **1.3.1 Glossary of Terms**

1. Tribal Research and Training Centre – TRTI
2. The term ‘Tender’ and ‘RFP’ has same meaning in the document

### **1.3.2 Acronyms**

1. TRTI- Tribal Research and Training Centre
2. RFP – 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. 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





## 2 Section II – Instructions to Bidders

### 2.1 Part I – General

#### 2.1.1 Definitions

1. "Bid" means the bidders response to technical and commercial requirements as stated in this RFP 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 RFP) 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 have 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 Purchaser and the Service Provider. It also includes the Service Level Agreement (SLA). A complete elaboration is available in Section III of the RFP.
6. "Standard Contract" means the Annexure-III of the RFP which provides the standard contract agreement to be signed between the Purchaser 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.

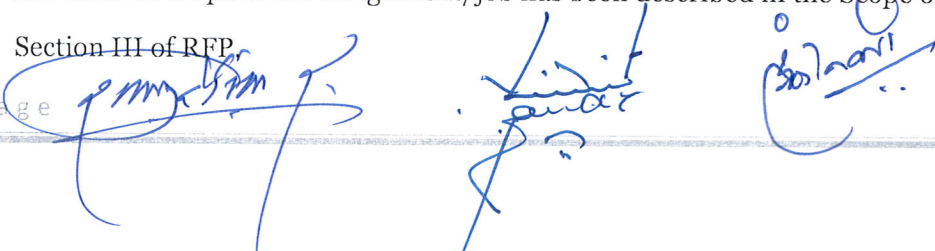
#### 2.1.2 Procedure for Submission of Bids

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 (RFP) issued by the TRTI shall be binding upon the participating bidders of this RFP.
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 RFP.





4. The date, time and address for submission of the bid have been given in RFP.
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 Only One Bid**

A Bidder shall submit only one Financial/Commercial Bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.

#### **2.1.3.2 Bid Validity**

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

#### **2.1.3.3 Consortium and Sub-Contracting**

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

#### **2.1.3.4 Tenure of Contract**

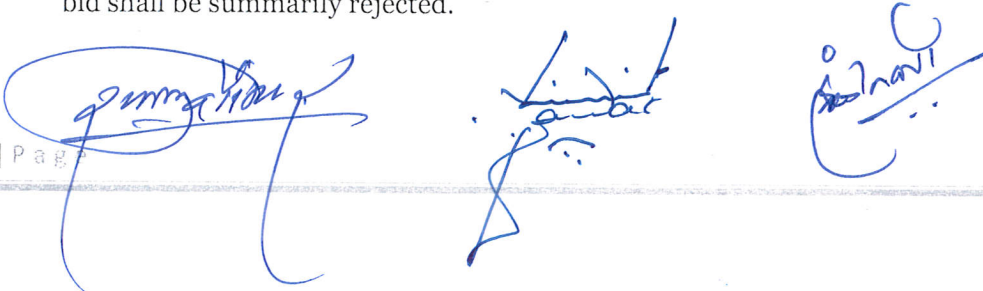
1. The tenure of the Contract shall be as specified in 'Data Sheet' at Part-II of Section-II.
2. Extension of the contract: The contract may be extended as specified in 'Data Sheet' at Part-II of Section-II.
3. Termination of the contract: Notwithstanding the allocation of the volume of work during the 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 RFP Document**

1. Bidders may request a clarification in the RFP 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](mailto: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 RFP 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 RFP.

#### **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 Purchaser 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 service provider 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. Bidders shall provide the price of their services in Indian Rupees (₹) and up to two decimal places only (for example: Rs 00.00) (exclusive of taxes)
3. 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 Purchaser. Bidder shall provide the cost of the services and all applicable taxes separately as per the format provided in the RFP.

### 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 RFP) 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.
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:

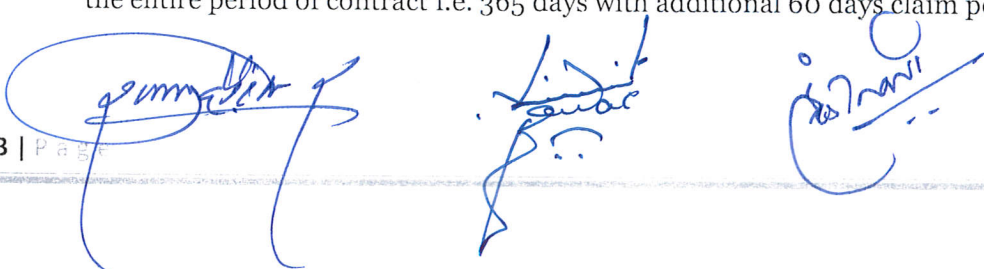
1. If the Bidder varies or modifies its proposal in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.
2. If the Bidder tries to influence the evaluation process.
3. If the Bidder/s selected as 'Service Provider chose to withdraw the Bid 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

RFP document is available at free of cost 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 i.e. 365 days with additional 60 days claim period.





2. 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.
3. The successful bidder has to renew the PBG on same terms and conditions for the period of extension of contract including claim period.
4. 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.
5. 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.
6. 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.
2. For instructions on bid preparation and checklist of documents required for bid submission please refer Part-V of Section-II.
3. Any bid received by the Purchaser 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 RFP 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 purchaser reserves the right to reject incomplete or incorrect bids.

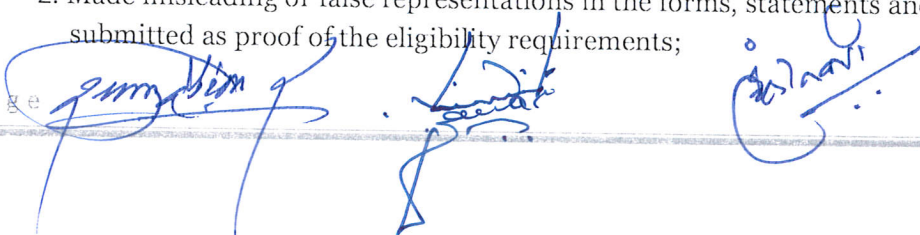
#### **2.1.12 Bid Opening and Evaluation**

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)
2. TRTI may constitute a committee for evaluation of bids.
3. 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.
4. Award of contract to the qualified bidder will be done as per the process defined in Part-IV of section-II.

#### **2.1.13 Disqualification**

Purchaser 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 Purchaser 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 purchaser). 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.

### **2.2 Part II – Data Sheet**

#### **1. Name and Details of Purchaser**

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 RFP document.

#### **4. Tenure of Contract**

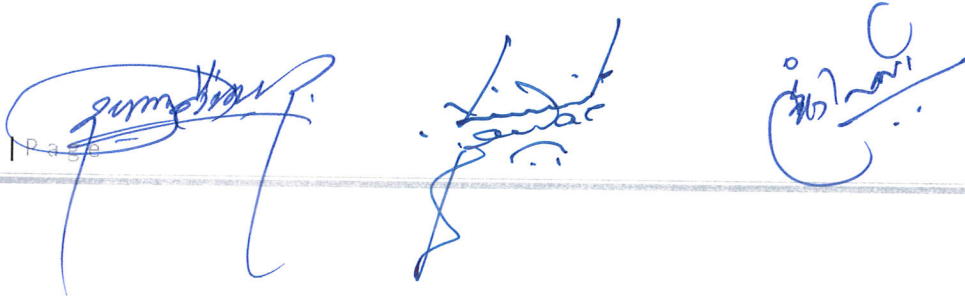
The contract period is up to 1 year from the date of signing the contract. However, the service provider is required to complete the works, on or before 1 year from the date of commencement of services after signing the contract in a satisfactorily manner, subject to adherence to time lines/time frame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

#### **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: Selection of Service provider for Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees.



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 RFP document	Query by bidder

**7. Amount of EMD is INR 2,00,000/- (Rupees Two Lakh Rupees 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**

- All bidders have to quote a single blended unit rate
- Final selection shall be done on the basis of QCBS as follows
- The weightage of Technical Score to Financial Score would be in the ration of 80: 20.  
Kindly refer the illustration below for understanding of the evaluation process.

**ILLUSTRATION**

The following is the procedure for evaluation for the award of tender:

The technical and financial scores secured by each bidder will be added with weight of 80:20 respectively and a Cumulative Bid Score arrived at, using the formula:

$$CS = TS * 0.8 + FS * 0.2$$

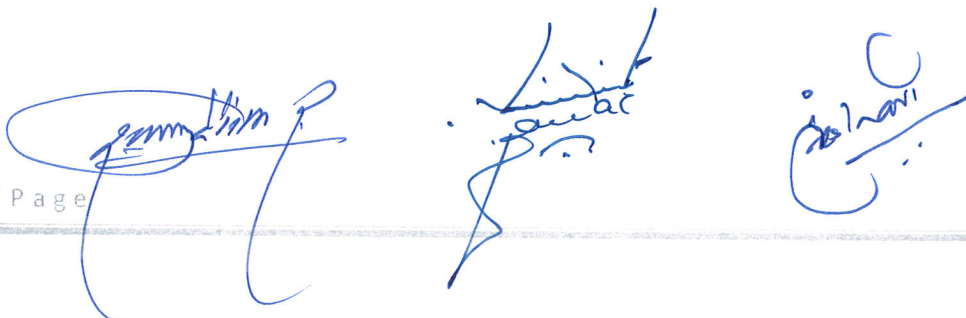
Where

CTFS is Combined Technical and Financial Score;

TS = Technical Bid Score;

FS = Financial Bid Score

The bidder with highest Combined Technical and Financial Score (CTFS) will be the successful bidder and be eligible to become the service provider





**Stage 1: Technical Bid Evaluation (TS)**

Bidder Details	Technical Marks obtained	Technical Score = (Technical Marks obtained by Respective Bidder / Highest Technical Marks obtained by Bidder X 100)	Applying weightage of 80% to the TS
Bidder 1	95	$95/95 * 100 = 100$	$100 * 0.8 = 80.00$
Bidder 2	87	$87/95 * 100 = 91.58$	$91.58 * 0.8 = 73.26$
Bidder 3	68	Will not be assessed	Will not be assessed
Bidder 4	79	$79/95 * 100 = 83.16$	$83.16 * 0.8 = 66.53$

\* Since the eligible Technical Score should be 70 and above Bidder 3 is rejected

**Stage 2: Conversion of Financial Bid Amount to Score (FS)**

Bidder Details	Financial Bid Amount	Financial Score = (LFB/F*100)	Financial Score after applying 20% weightage (FS * 0.2)
Bidder 1	150000	$110000/150000 * 100 = 73.33$	$73.33 * 0.2 = 14.66$
Bidder 2	130000	$110000/130000 * 100 = 84.61$	$84.61 * 0.2 = 16.92$
Bidder 4	110000	$110000/110000 * 100 = 100$	$100 * 0.2 = 20.00$

LFB – Lowest Financial Bid      F – Quoted Amount

**Stage 3: Combined Technical and Financial Score (CTFS) with weightage of TS:FS as 80:20**

Bidder Details	Technical Score- TS ( After applying 80% weightage)	Financial Score- FS ( after applying 20% weightage)	CTFS = TS+FS
Bidder 1	80.00	14.66	94.66
Bidder 2	73.26	16.92	90.18
Bidder 4	66.53	20.00	86.53

\*Contract would be awarded to Bidder 1

### C. Composite Score of the Bidders

Composite score of the Bidders for the Bid shall be worked out as under:

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (80% of X)	Weighted Financial Score (20% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F
1					
2					
3					
4					

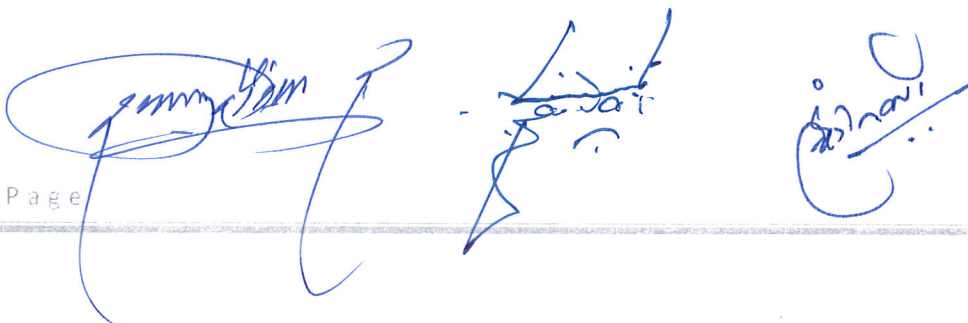
#### Award of contract

Bid Evaluation Committee formed by Commissioner, TRTI will evaluate the Commercial Bid and 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 their composite 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.

- a. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- b. The bid price will exclude all taxes and levies and shall be in Indian Rupees and mentioned separately.
- c. Any conditional bid would be rejected.
- d. 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 a discrepancy between words and figures, the amount in words will prevail".

#### 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 / RFP 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.





## 2.3 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 provider who do not qualify Technical Evaluation Criteria(s) will not be considered for any further processing and are liable to be rejected.**

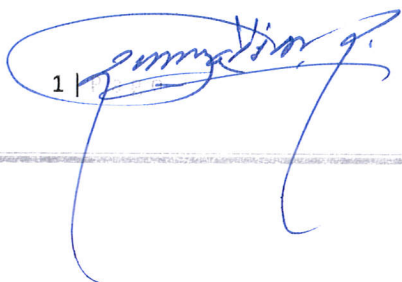
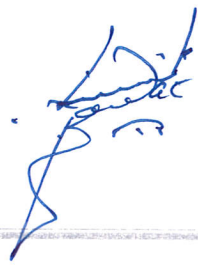

The following is the technical evaluation criteria against which the bidders are required to submit their responses-

### 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	

### Pre-Qualification Criteria-1

Sr. No.	Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1.	Agency registered in India under the Companies Act 1956/Companies Act 2013 / proprietorship Act/Shop Act. Bidder should have Basic Training Infrastructure in Maharashtra only(Owned/rented)	Certificate of Incorporation /Registration		

1 |   

2.	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 Secretary or Statutory Auditors of the bidder entity as mentioned in Annexure VII of Section V		
3.	Average Annual Financial Turnover of the Bidders equal to or more than 02 Cr in last 05 FY (	Audited financial statements with Profit/Loss Statement & Income Tax		
4	FSSAI License	Valid FSSAI License copy		
5.	Bidder should have a Basic Infrastructure of Min.5000 Sq.ft carpet area located at Pune, Nashik, Amaravati and Nagpur (Zone) Jurisdiction as per Standard Norms Of Training facility. (Rented/Owned)	Proofs of Documents.		

### Criteria-2

#### TECHNICAL BID EVALUATION

The Bidder shall be evaluated on the following parameters:

Sr No	Evaluation Criteria	Maximum Marks	Documents
1	<b>Domain Expertise, Capacity and Experience</b> No of Work orders for same works from the State Government /Central Govt. Departments/	10 Marks	Invoices /Work Orders / Work Completion Certificates



	<p>Autonomous Institute/Any Corporate Sector in the last 3 years</p> <p>1 Work Orders: 2.5 marks  2 Work Orders : 5 marks  3 Work Orders : 7.5 Marks  4 Work Orders : 10 marks</p>		
2	<p><b>Financial Turnover of the Provider / Company</b></p> <p>a. Average Annual Financial Turnover of the Provider/ Company equal to or more than 08 Cr in last 05 FY  -----<b>10 Marks</b></p> <p>b. Average Annual Financial Turnover of the Provider/ Company equal to or more than 05 Cr &amp; less than 08 Cr in last 05 financial years  ----- <b>5 Marks</b></p> <p>c. Average Annual Financial Turnover of the Provider/ Company equal to or more than 02 Cr &amp; less than 05 Cr in last 05 financial years  ----- <b>2.5 Marks</b></p>	10 Marks	Audited financial statements with Profit/Loss Statement & Income Tax Returns(ITRs)
3	FSSAI License	5 Marks	Valid FSSAI License copy
4	<p><b>Accommodation capacity-</b></p> <p>a. Accommodation capacity of 40 participants  -----<b>5 marks</b></p> <p>b. Accommodation of 80 above participants  -----<b>10 marks</b></p>	10 Marks	Photos of residential campus and rooms with self-declaration
5	<p><b>Well-equipped adequate Audio-Visual training hall-</b></p> <p>a. Min. Seating Capacity of 50 Person  ----- <b>2.5 marks</b></p> <p>b. Availability of more than two training halls  ----- <b>2.5 Marks</b></p>	10 Marks	Photos of seating capacity in class room and audio visual facility with self-declaration

	c. Audio and sound facility -----2.5 marks		
	d. Availability of Projector, Screen, Slide changer -----2.5 marks		
6	<b>Dining Hall Seating Capacity</b> a. Seating Capacity of min 50 ----- 5 marks b. Seating Capacity of min 80 ----- 10 marks	10 Marks	Photos of seating capacity in class room and audio visual facility with self-declaration
7	<b>Availability of Open Space/ Gym/ Meditation Hall</b> a. Gym Facility -----2.5 Marks b. Meditation Hall -----2.5 Marks	5 Marks	Photos of seating capacity in class room and audio visual facility with self-declaration
8	<b>Certification -</b> ISO 9001-2015: Quality management systems	5 Marks	Certificate for the same
9	<b>Certification -</b> ISO 22000 - Food Safety Management System	5 Marks	Certificate for the same
10	Understanding of the Objectives and Key Functionalities required to provide Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees along with Detailed Approach & Methodology with Technical Presentation.	30 Marks	Presentation to the Committee
	Total	100 Marks	

1. The bidders are required to provide required information as is provided in Annexure V and Annexure VI of the RFP.
2. Bidder will have to score a minimum qualifying score of 70 marks to be considered further for Commercial Evaluation.



**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 highlighted.

## 2.4 Part IV - Selection Process

### 2.4.1 Evaluation of Proposals

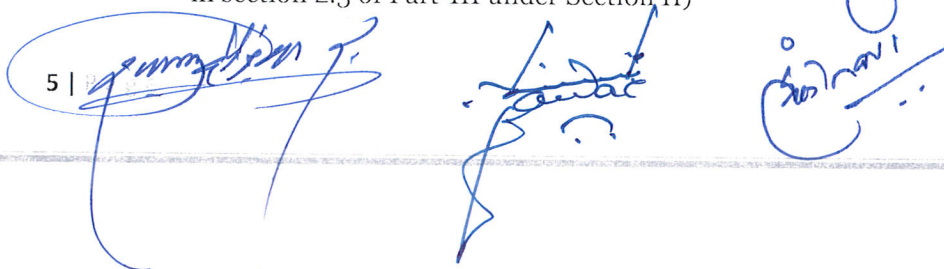
The evaluation of the proposal will be done in 2 parts:

1. **Preliminary Scrutiny:** Each proposal will be scrutinized by a RFP 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 hereunder as "Technically Qualified Bidder" (TQB), the bidders should have scored a minimum of 70 marks. Only TQBs with minimum of 70 marks will be considered for Commercial Evaluation.
  - d. Misrepresentation/falsification of details submitted shall render the bidder disqualified.
3. **Financial Evaluation-**
  - a) The Financial Bids of only the "Technically Qualified Bidders" will be opened & will apply QCBS method for selection of Bidder.

## 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/> in four covers viz. Fee, Technical Bid and Commercial/financial Bid), and bidder must follow the procedure as detailed in the Part-I (General) of Section II.
2. The bid shall be submitted on <https://mahatenders.gov.in/> in two covers as below–
  - a. Cover 1 - Technical Bid Submission – Proposal (along with checklist with Y/N as mentioned in Part-III under Section II + Supporting Documents as per check list) + Signed Integrity pact + Power of attorney or board resolution. Bidder's proposal against the technical evaluation criteria (All the supporting documents as required in section 2.3 of Part-III under Section II)



- b. Cover – 2- Financial/Commercial bid submission-
- i. Part I - Financial Bid Submission (Covering letter for financial bid as per Annexure-I of Section V + all the required supporting)
  - ii. Part II - Schedule of price bid
3. 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.
4. The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

### 2.5.2 Financial/Commercial Bid Forms

1. The bidder shall quote the total per unit cost of a “Per day Accommodation with Food” as per the Scope of Work given in Section III which shall exclude all the statutory taxes, levies, duties etc. (refer annexure II)
2. Additionally, the bidders shall also quote total taxes along with Total blended unit cost – Inclusive of taxes (refer Annexure II)
3. The total per unit cost of a “Per day Accommodation with Food” quoted shall be inclusive of all costs for providing other additional services specified in the ‘Scope of Work’. The total cost quoted shall be inclusive of all incidental expenses. The ‘Cost’ should be exclusive of all taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract.
4. Bidder must quote only one cost. Cost shall be provided up to two decimal places.
5. Bidder shall also separately mention all the statutory taxes, levies, duties etc.

### 2.5.3 Financial Bid Covering Letter

The Bidders shall submit the Financial Bid Covering Letter as given in Annexure I of Section-V.” It is clarified that the bids are to be submitted on <https://mahatenders.gov.in/> only as per the manner detailed in RFP and no other mode is permitted for bid submission.

Financial Bid Form- The Bidders shall submit the Financial Bid Form as given in Annexure-II along with covering letter as specified in Annexure-I. Financial Bids which are not submitted as per the Financial Bid Forms shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the financial bids.



### 2.5.4 Checklist

S 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 in section 2.3	
3.	Commercial Bid	Commercial bid filled out in the formats as specified in Annexures II (schedule of price bid) & Annexure I of Section-V.	
4.	Include other annexure items	As per details provided in the RFP	

Handwritten signatures in blue ink, including a large signature on the left, a signature in the middle, and a signature on the right.

## 3 Section III – Scope of Work

### 3.1 Part I – Description of Services

#### 3.1.1 Broad Scope of work:-

- Providing the basic necessary infrastructure for the arrangement of trainings at Additional Tribal Commissionerate jurisdiction-Thane,Nashik,Amaravati,Nagpur.
- Providing good quality and healthy ambience for conducting trainings.
- Provide state of the art facilities for smooth functioning of trainings.

#### 3.1.2 Detailed Scope of work:-

- On boarded agency should provide for adequate infrastructure for conducting TDD Staffs trainings.
- Sufficient slots for trainings as per requirements should be made available as per the types of training programs
- Foundation Training Program: 12 Days/ 7 Days
- Refresher Training Program: 5 Days/3 Days
- Post Promotion Training Program: 6-7 Days
- Induction Training Program: 3 Days
- Provide adequate, clean and well-furnished accommodation facilities to trainees accompanied with emergency handling system in place.
- Provide neat and clean dining facilities to trainees.
- Provide pleasant, adequately lit, spacious, comfortable seating arrangement for conducting trainings.

#### 3.1.3 Training Location:-

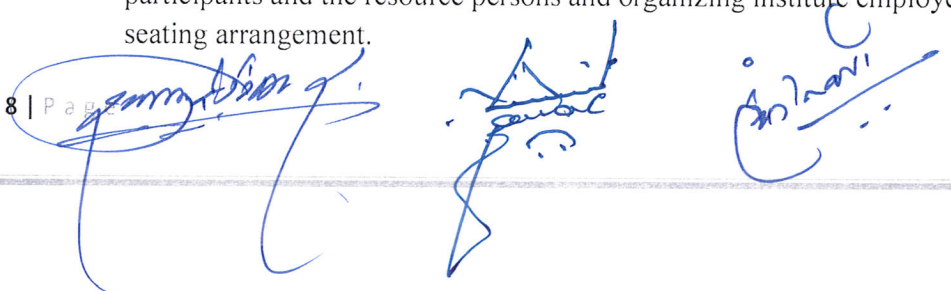
- Trainings will be held at Thane, Nashik, Amaravati, Nagpur ATC offices Jurisdiction..
- Vicinity of Railway station /Bus stand will be preferred.
- Trainings will be conducted at ATCs regions at Thane/Nashik/Amravati/Nagpur or the places suitable for two ATC regions.

#### 3.1.4 Training Batch Size

Maximum number of participants for all courses is 40-50. However due to the technical / administrative reasons such as cadre requirements, availability of participant's number of trainees may be less than 40 also. Depending on requirements multiple batches will be arranged for trainings.

#### 3.1.5 Food and Dining Facilities:

Lunch, Dinner, Breakfast and tea to be provided during the training period for the participants and the resource persons and organizing institute employees with sufficient seating arrangement.

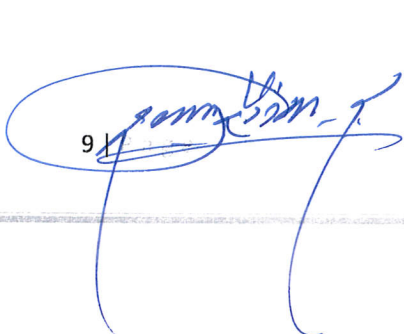




**Expected Menu Chart during Training :-**

Day	Breakfast	Lunch	Dinner	Tea
Day 1	Upma, Omelette, Bread, Butter, Tea	2 Vegetables (One dry vegetable), Varan Bhat, Salad, Papad, Lonacha, Roti/Chapati	2 Vegetables (One dry vegetable), Masale Bhat, Salad, Papad, Lonacha, Roti/Chapati, Sweet	2 Times Tea, Biscuits at noon
Day 2	Idli-Wada, Bread, Butter, Tea	2 Vegetables (One dry vegetable), Varan Bhat, Salad, Papad, Lonacha, Roti/Chapati	2 Vegetables (One Non-Veg), Masale Bhat, Salad, Papad, Lonacha, Roti/Chapati, Sweet	2 Times Tea, Biscuits at noon
Day 3	Poha with peanuts, Omelette, Bread, Butter, Tea	2 Vegetables (One dry vegetable), Varan Bhat, Salad, Papad, Lonacha, Roti/Chapati	2 Vegetables (One dry vegetable), Varan Bhat, Salad, Papad, Lonacha, Roti/Chapati, Sweet	2 Times Tea, Biscuits at noon
Day 4	Dosa-Chtani, Bread, Butter, Tea	2 Vegetables (One dry vegetable), Varan Bhat, Salad, Papad, Lonacha, Roti/Chapati	2 Vegetables (One Non-Veg), Masale Bhat, Salad, Papad, Lonacha, Roti/Chapati, Sweet	2 Times Tea, Biscuits at noon
Day 5	Misal Pav, Bread, Butter, Tea	2 Vegetables (One dry vegetable), Varan Bhat, Salad, Papad, Lonacha, Roti/Chapati	2 Vegetables (One dry vegetable), Biryani, Salad, Papad, Lonacha, Roti/Chapati, Sweet	2 Times Tea, Biscuits at noon
Day 6	Stuffed Paratha, Bread, Butter, Tea	2 Vegetables (One dry vegetable), Varan Bhat, Salad, Papad, Lonacha, Roti/Chapati	2 Vegetables (One Non-Veg), Biryani, Salad, Papad, Lonacha, Roti/Chapati, Sweet	2 Times Tea, Biscuits at noon
Day 7	Wada Sambhar, Bread, Butter, Tea	2 Vegetables (One dry vegetable), Varan Bhat, Salad, Papad, Lonacha, Roti/Chapati	2 Vegetables (One dry vegetable), Biryani, Salad, Papad, Lonacha, Roti/Chapati, Sweet	2 Times Tea, Biscuits at noon

9/11/2020





**3.1.6 Accommodation facilities:**

Adequate accommodation facilities for trainees with Non-Ac, Double/Triple occupancy per room should be provided. The training team and resource persons should be provided the accommodation on single/double occupancy as per the need.

**3.1.7 Space for conducting Activities:**

Sufficient open space to be provided to conduct the Yoga and other rejuvenating activities during the trainings.

**3.1.8 WiFi and Electrical Backup Facilities:**

Required Internet, Wifi, Projector, white screen, printer, microphones arrangements facilities should be available at training hall. In case of electricity failure back up arrangement must be available.

**3.1.9 Space for official work to training team:**

Adequate space should be provided for training team for official and managerial work.

**3.1.10 Vehicle availability:**

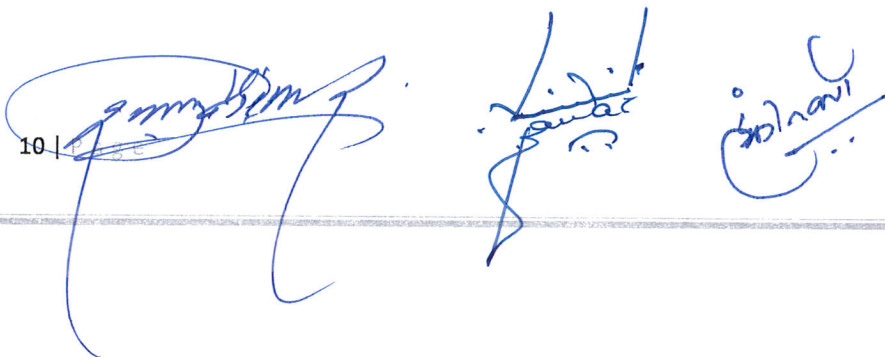
In case of medical emergency, receiving resource persons/guests and other emergency vehicle facility should be made available at training place.

**3.1.11 First Aid:**

First Aid facilities must be made available for trainees. In case of any medical emergency assistance should be provided to avail medical facilities.

**3.1.12 Gym and Swimming Facilities:**

Preference would be given to the agency providing the Gym and Swimming facility.





### 3.2 Part II – Service Level Agreement

1. The purpose of this Service Level Agreement (SLA) is to clearly define the levels of service which shall be provided by the Service Provider to the Purchaser for the duration of this Contract.
2. The benefits of this SLA are to:
  - a. Trigger a process that draws the Purchaser and Service Provider management's attention to certain aspect of performance when that aspect drops below an agreed upon threshold or target.
  - b. Makes explicit the expectations that Purchaser has for performance from the selected Service Provider.
  - c. Helps Purchaser control the levels and performance of Service Provider's services.
3. The Purchaser may initiate an interim review to check the performance and the obligations of the Service Provider and, in case desired, review and revise the SLA. The Purchaser reserves the right to revisit the SLAs at a later date based on the learning from past experience and stabilization of operations. The Purchaser also reserves the right to waive or relax part or whole of SLA applicable for the duration or to the specific Service Provider.
4. The Purchaser or its designated officials shall have the right to conduct quality and process audit of the Service Provider, at any point of time, in respect of SLA or any other parameters at any time without prior notice.
5. The Service Provider shall submit reports on the SLA and key parameter defined in this Section to the Purchaser in accordance with the specified formats and reporting periods. The Purchaser may ask the Service Provider to provide clarifications on these reports as well as the measurement tools and processes utilized by the Service Provider for reporting. The Purchaser should have full access to check the status/report at any time. The Service Provider shall extend full cooperation for conducting such audits.

#### 3.2.1 Service Level Agreement (SLA) Parameters

The Selected Service Provider shall agree to the following service level agreement (SLA) parameters while providing Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees. The SLA parameters are divided into 2 (two) types:

##### 3.2.1.1 One-Time SLA Parameters

- Deliverable: Commencement of services
- Definition: Commence the service as per the scope of work of RFP
- Measurement Criteria: Within 1 year from the date of signing the contract between the Purchaser and the Service Provider
- Timeline for providing Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees

- a. As per the Intimation given by TRTI, Pune: **Penalty** – NIL
- b. Delay of every single day after the Intimation given by TRTI, Pune  
**Penalty** – INR 2500/- per day. Capped at maximum of INR 10,000/-.
- a. Delay beyond 5 days  
**Penalty** - TRTI may choose to terminate the contract and PBG can be forfeited.

### 3.2.1.2 Critical Error

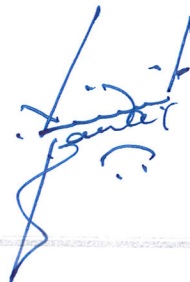
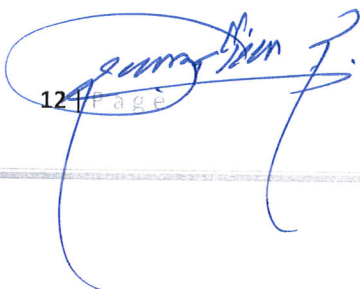
- 1. Poor Accommodation Facility.
- 2. Poor Food Quality.

**Penalties for Critical Errors:** Such errors shall, in the normal course, never occur. However, on occurrence of such an error, the Service Provider will be required to:

- 1. Alternate Accommodation Facility need to be arranged by the Service Provider.  
**Penalty** – INR 2500/- per day
- 2. Service Provider need to arrange good healthy food in case of Poor Food Quality.  
**Penalty** – INR 1000/- per day
- 3. The penalties for variation from benchmark and for critical errors are mutually exclusive and shall apply independent of each other.

Above SLA is also mutually exclusive to other SLAs and will be applied separately.

**Important:** Total penalty applicable shall be capped at 10% of the contract value. In case, the penalty levied on any service provider exceeds 10% of the invoice value, TRTI shall have the discretion of terminating the contract and getting the work done by any other agency.





## 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. “Purchaser” means the entity purchasing the services under this Contract.
3. “Contract” means the Agreement entered into between the Purchaser and the Service Provider, together with the contract documents referred to therein, including all the attachments, appendices, annexure, schedules and all documents incorporated by reference therein.
4. “GC” means these General Conditions of Contract (Part-I of Section IV).
5. “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.
6. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause .
7. “Government” means the Government of Maharashtra.
8. “Service Provider” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Providers are the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.
9. “Party” means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them.
10. “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
11. “SC” means the Special Conditions of Contract (Part-II of Section IV) by which the GC may be amended or supplemented.
12. “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 RFP hereto.
13. “Bidder” means the entity bidding for the services under the Contract.
14. “Resident” means resident of India.
15. “TRTI” means Tribal Research and Training Centre.
16. “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 Purchaser 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 RFP/Contract, the bidder/vendor shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this RFP/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**

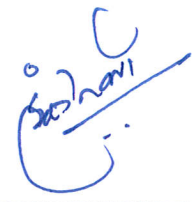
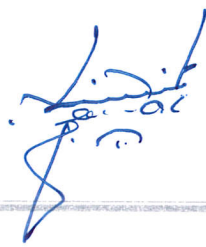
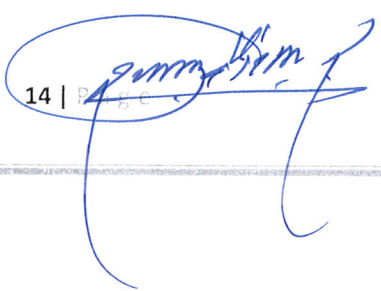
Trainings will be held at ATC Thane/Nashik/Amaravati/Nagpur jurisdiction . Vicinity of Railway station /Bus stand will be preferred, trainings will be conducted at ATCs regions at Thane/Nashik/Amravati/Nagpur or the places suitable for two ATC regions.

#### **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 Purchaser or the Bidder may be taken or executed by the officials specified in the SC.

#### **4.1.1.8 Taxes & Duties**

- 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.





- 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 Purchaser under the Contract. The quoted cost in the financial bid shall be exclusive of all such taxes. Such taxes shall be quoted separately.
- 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 Purchaser/Service Provider as the case may be.

#### **4.1.1.9 Fraud & Corruption**

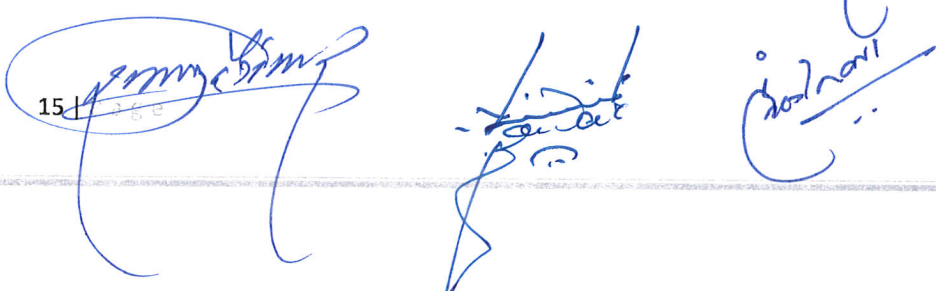
##### **4.1.1.10 Definitions**

It is the Purchaser's policy to require that the Purchaser as well as Service Provider observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Service Provider does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser 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 Purchaser;
3. "collusive practices" mean a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, 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 change in the Scope of Work which was agreed to

##### **4.1.1.11 Measures to be taken by the Purchaser**

1. The Purchaser 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 Purchaser to remedy the situation;
2. The Purchaser 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 Purchaser-financed contract.

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#### **4.1.1.12 Commissions & Fees**

Purchaser will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

#### **4.1.1.13 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 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**

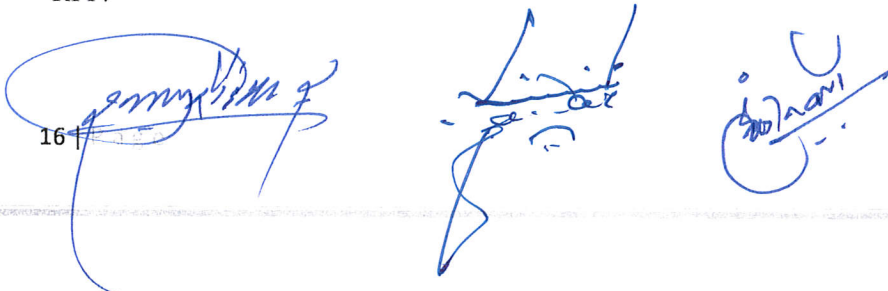
##### **4.1.2.1 Effectiveness of Contract**

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, Purchaser through a written notice to the other Party, declare the offer to sign the contract to be null and void. Purchaser may ask next ranked bidder to sign the contract or may publish new RFP.



**4.1.2.2.2 Termination of Contract subject to necessary approvals**

Notwithstanding the duration of the contract stated in GC , TRTI, reserves the right 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 Purchaser and the service provider).

**4.1.2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause 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 a period 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**

- a. 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.

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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 Purchaser, 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 .





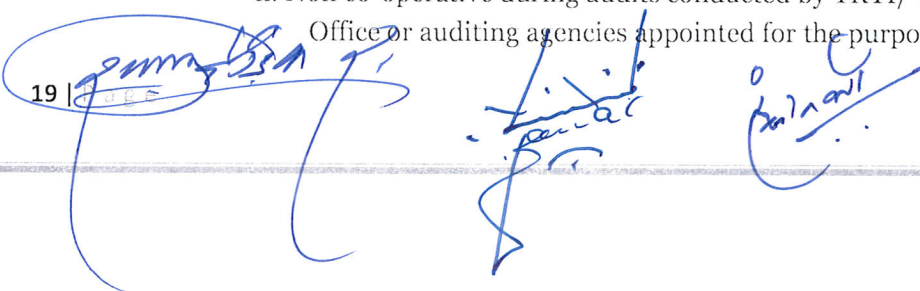
#### 4.1.2.8 Suspension

The Purchaser 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 Purchaser 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 .
  - 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 Purchaser; 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 Purchaser 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 Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.
- f. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- g. If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser 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 G.C 4.1.3 hereof.
- j. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 4.1.8 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 Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate the Contract in whole or in part, pursuant to Clause of GC, the Purchaser 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 Purchaser 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 GC 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 GC hereof;
- c. the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 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 GC 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 Purchaser, the Service Provider shall proceed as provided, respectively, by Clauses GC hereof.

#### **4.1.2.9.4 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC , 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 GC 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 Purchaser may



consider making such undisputed payment for the part satisfactorily performed, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser 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 GC 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 GC 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 purchaser 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 purchaser to exercise this option.

### **4.1.3 Obligations of the service provider**

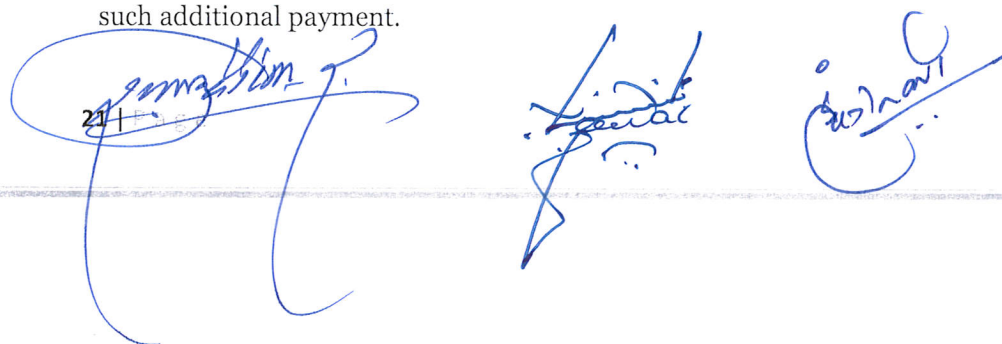
#### **4.1.3.1 Standard of Performance**

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 Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.

#### **4.1.3.2 Service Provider Not to Benefit from Commissions, Discounts, etc.**

The payment of the Service Provider pursuant to Clause GC 4.1.6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.

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#### 4.1.3.3 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.

- 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.
- 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.
- 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.
- 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.

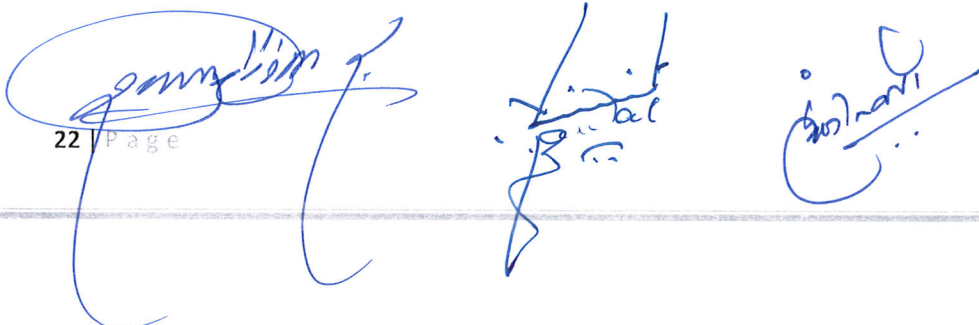
#### 4.1.3.4 General Confidentiality

“Except with the prior written consent of the Purchaser, 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.”

#### 4.1.3.5 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 Purchaser’s request, shall provide evidence to the Purchaser showing that such insurance has been taken and maintained and the current premiums have been paid.



#### 4.1.3.6 Accounting, Inspection and Auditing

- a. The Service Provider
  - i. 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
  - ii. shall periodically permit the Purchaser or its designated representative and/or the Purchaser, 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 Purchaser or the Purchaser, if so required by the Purchaser. The Audit expenses shall be borne by the Service Provider
- b. The Purchaser 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.
- c. The Purchaser 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.
- d. If a third-party audit is conducted at the instance of PSP, the cost of audit will be borne by the PSP

#### 4.1.3.7 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.

#### 4.1.3.8 Reporting Obligations

The Service Provider shall submit to the Purchaser the reports and documents with regard to Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees.

#### 4.1.3.9 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 Purchaser 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 Purchaser or its nominated agencies.

#### 4.1.3.10 Safety & Security of Data, Premises, Location/ site

- a. The Data provided by the Purchaser to the Service Provider, for Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees, is the property of the Purchaser. 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 Purchaser 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 Purchaser, without prior written permission from the Purchaser.
- 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 Purchaser 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.

#### **4.1.3.11 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.

#### **4.1.3.12 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 Purchaser.

#### **4.1.3.13 Assignment**

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

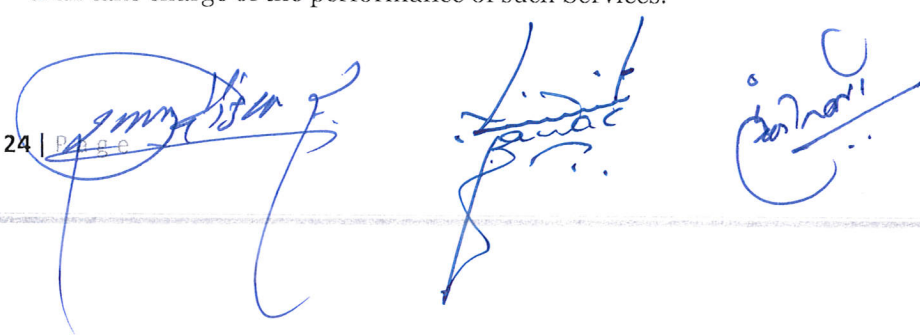
#### **4.1.4 Service provider's personnel**

##### **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 Purchaser, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services a Project Manager, acceptable to the Purchaser, shall take charge of the performance of such Services.





## 4.1.5 Obligations of the purchaser

### 4.1.5.1 Assistance and exemptions

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

- a. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate in its opinion for the prompt and effective implementation of the Services.
- b. 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

- f. The Service Provider and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
- g. 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 Purchaser. 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 Purchaser/Service Provider.

### 4.1.5.3 Payment

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

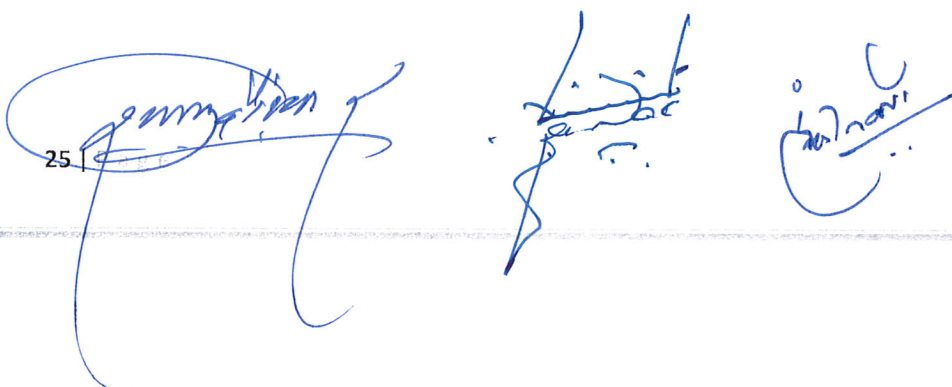
## 4.1.6 Payments to the service provider

### 4.1.6.1 Payment for Services

- a. The Proof of delivery of Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees shall be reported to the Purchaser by the selected bidder.
- b. The Purchaser shall take into account the Proof of Delivery (PoD) as base.
- c. The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.
- d. The Purchaser 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).

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#### 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:
  - i. 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.

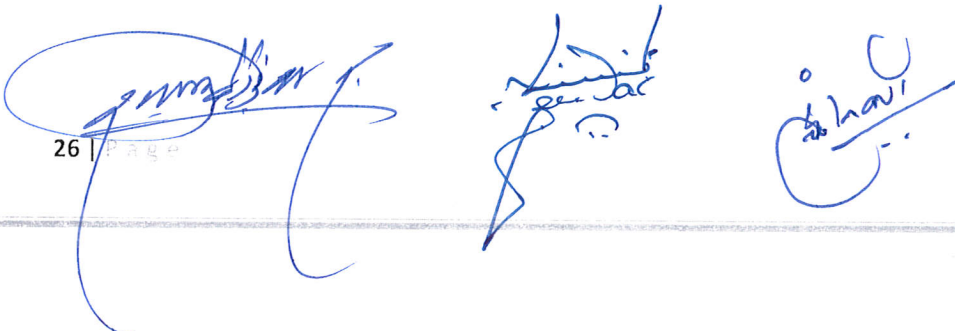
##### 4.1.7.2 Operation of the Contract

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 GC 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 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 therefrom, 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 their respective 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 Purchaser, the Purchaser shall be free to impose liquidated damages as specified in the SLA section of the RFP. In addition, the Purchaser 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 Purchaser. 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, Purchaser 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 Purchaser 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

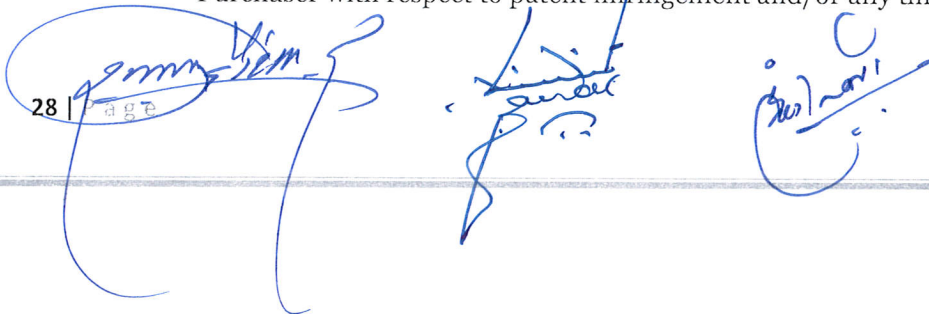
- a. The Service Provider shall comply with the provisions of IT Act 2000 and other related Laws/Acts/Policies/Guidelines/Regulation, etc. including the amendments thereof particularly with respect to data confidentiality and privacy.
- b. The Service Provider shall also comply with provisions of all 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 Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.
- c. Access to the data centre/data processing sites and Purchaser'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 Purchaser. 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 Purchaser 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 Purchaser 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 Purchaser; and
- b. The aggregate liability of the Service Provider to the Purchaser 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 Purchaser with respect to patent infringement and/or any third party claims.

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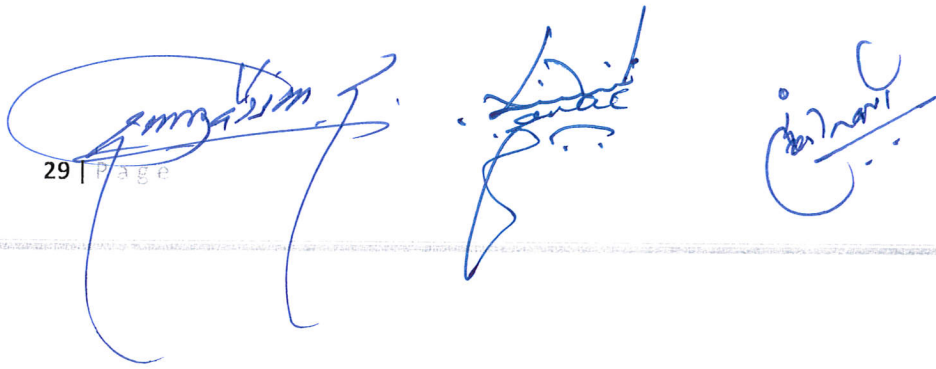


- c. The liability of Purchaser to Service Provider shall be limited to the amount of fees payable under the contract. The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per Clause of this 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser by bidder are subject to Country and STATE public disclosure laws such as RTI etc.
- 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 Purchaser. Service Provider shall not publish or permit to be published either along 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
1.	The addresses are: Purchaser: The Commissioner, Tribal Research And Training Institute, 28, Queens Garden, Pune-411001 E-mail: _____
	Service Provider: Attention: E-mail: _____
2.	The Services shall be carried out at the site/s as agreed to and approved by the Purchaser.
3.	The Authorized Representatives are: For the Purchaser: The Commissioner, Tribal Research And Training Institute, 28, Queens Garden, Pune-411001  For the Service Provider:
4.	The effective date of the Contract: Date of Signing of the contract by both parties which is 2 days from Notification of award
5.	The date for the commencement of Services: <b>Within 2 day from the signing of the contract between the Purchaser and the Service Provider.</b>
6.	The tenure of the contract shall be for a period of <b>1 year w.e.f the effective Date of the contract</b>

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7.	<p>The risks and the coverage shall be as follows:</p> <ol style="list-style-type: none"> <li>a. Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Service Provider or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;</li> <li>b. Third Party liability insurance, with a minimum coverage of the value of the contract</li> <li>c. Professional liability insurance, with a minimum coverage of the value of the contract</li> <li>d. Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>e. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.</li> </ol>
8.	The amount is in Indian Rupees (INR)
9.	<p><b>General terms and conditions of Payment Schedule</b></p> <ol style="list-style-type: none"> <li>1. All undisputed and eligible payments shall be made by the Purchaser in favour of the PSP.</li> <li>2. The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.</li> <li>3. Service Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.</li> <li>4. Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 30 days of submission of invoice and subject to claimed in invoice.</li> <li>5. Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by PSP is deficient in any manner in comparison to the prescribed standards, Purchaser 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 purchaser under this contract.</li> <li>6. All payments under this Contract shall be made to the account of the PSP with (Bank &amp; A/c No.):</li> </ol>
10.	The Arbitration proceedings shall take place in Pune in India and cost of Arbitrator / Arbitration to be borne by parties themselves.

## 5 Section V - Annexures and Appendices

### 5.1 Annexures

#### 5.1.1 Annexure I - Financial Bid Covering Letter

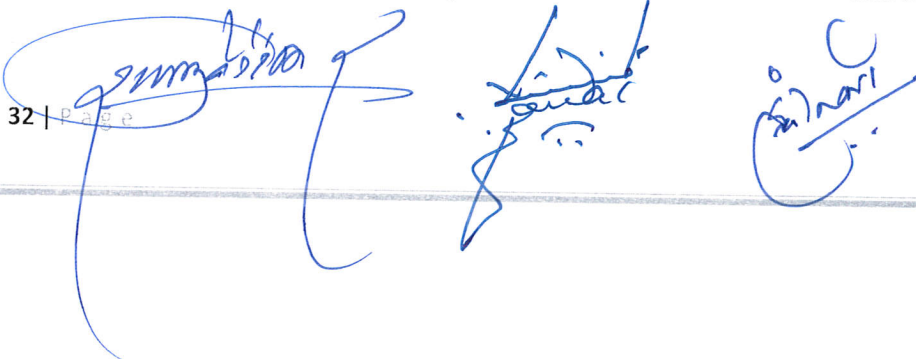
To, (Address)

*(To be submitted on the Letter head of the applicant)*

**Ref:** Request for Proposal (RFP) Notification No. dated \_\_\_\_\_

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide No. \_ dated for TRTI, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to TRTI in accordance with your RFP.
3. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our Financial Bid.
4. We agree to abide by this RFP, consisting of this letter, financial bid and all requisite supporting documents, for a period of 180 days from the closing date fixed for submission of bid as stipulated in the RFP document.
5. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government.
6. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its amendments.
8. We understand that TRTI is not bound to accept any bid received in response to this RFP.
9. In case we are engaged by TRTI for executing the services, we shall provide any assistance/cooperation required by TRTI/auditing agencies appointed by it/TRTI officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
10. In case we are engaged as a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by TRTI.
11. The financial bid includes the cost of setting up and operating the services for Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees, cost of providing additional services and performing all functions as per the 'Scope of Work' and 'SLAs' defined in this RFP.





12. We already have the technical and financial capability in India for Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees in the manner detailed in the 'Scope of Work',

15. Our correspondence details with regard to this RFP are:

No.	Information	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding this RFP	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	
8.	Corporate website URL	

Yours sincerely,

Signature of Authorized Signatory [*In full as well as initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm:  
\_\_\_\_\_

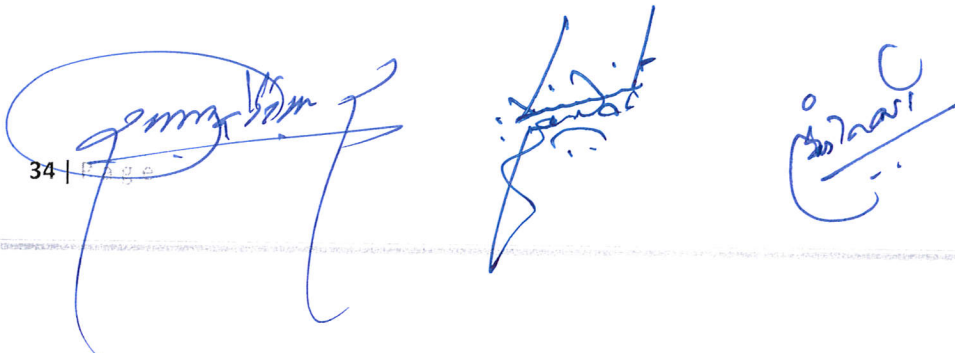
Address:  
\_\_\_\_\_

### 5.1.2 Annexure II - Financial Bid Form

Financial Bid Form for Hiring the Training Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees

**Reference:** RFP document No.\_\_\_\_/Dated /

1. Financial Bid format for providing Training Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees as per the scope of work.
2. The evaluation shall be done basis the cost quoted by the bidders in column C in below table.
3. Bidders are required to quote **a single person cost (in ₹) 'rate'** for providing Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees as per the provided in the scope of work section of this RFP
4. The rate quoted must be inclusive of the following:
  - a) Cost for all the activities/scope of work as mentioned in the RFP document and
  - b) No extra item will be considered for payment.
  - c) Cost of manpower, transportation, equipment's etc.
  - f) Any other cost direct or hidden, not mentioned above.
  - g) All taxes and levies etc. applicable during currency of contract excluding GST.
  - h) Rates entered into commercial rate page and duly signed by the authorized representative of the bidder shall only be considered. Rates and any other financial entity in any other form / letter head if attached by bidder shall be straightway ignored and shall not be considered.





- i) The total cost to be quoted by the bidder needs to be provided as per table below-

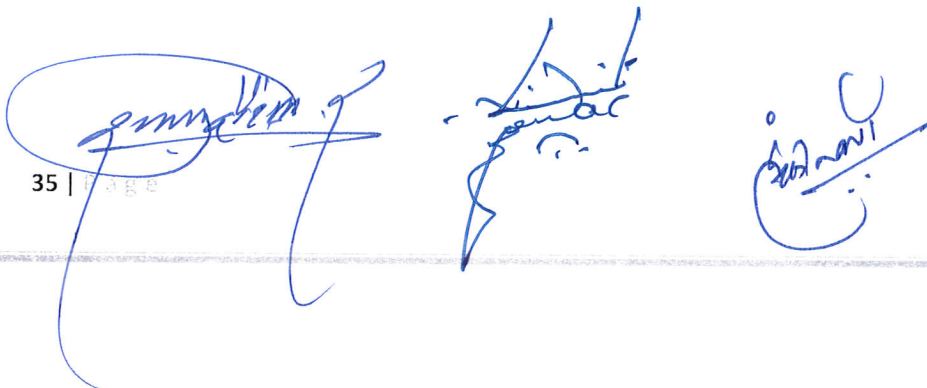
S No.	Item Description	Unit Cost (in ₹) up to two decimal places as per the specifications given in the RFP
(A)	(B)	(C)
1	Hiring the Training Infrastructure for conducting the In-Service Trainings for Tribal Development Department Staffs. (Accommodation and Food facility along with Training Hall And ALLIED activity for <b><i>Per trainee Per day</i></b> )	

(In Words-----)

Signature of Authorized Signatory:

\_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_

Name of Firm/Agency: \_\_\_\_\_  
\_\_\_\_\_



### 5.1.3 Annexure III - Standard Contract Form

#### Contract of Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Staffs

Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees Agreement 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 Purchaser/ TRTI**") which expression shall unless repugnant to the context thereof include his successors, heirs, representatives, administrators and permitted assigns, represented by its Commissioner TRTI (Administration) who is duly authorized to execute this Contract being the Party of the FIRST PART;

#### AND

having its registered office at \_\_\_\_\_ (hereinafter called "**the Service Provider**") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the OTHER PART.

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

WHEREAS, the Purchaser had invited bids for certain Services, viz., "Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Staffs" vide their bid document number F. No. ----/dated /.

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

AND WHEREAS, the Purchaser 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 Purchaser agreed to place order for 'Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees ' as per the rates given below:

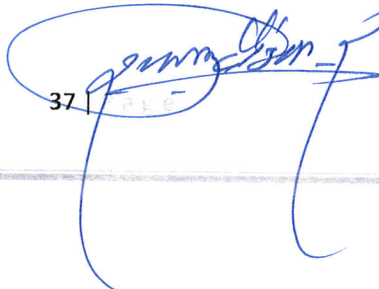
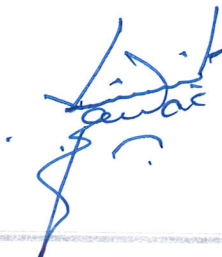



Item	Rate in INR (in figures)	Rate in INR (in words)
Hiring the Training Infrastructure for conducting the In-Service Trainings for Tribal Development Department Staffs.(Accommodation and Food facility along with Training Hall for <b><i>Per Trainee Per day</i></b> )		

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 RFP, 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 RFP.
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 RFP;
  - b. The RFP
  - 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,]:*
  - Appendix A: Scope of Work
  - Appendix B: Form of Performance Bank Guarantee Bond
  - Appendix C: Form of Bank Guarantee for EMD
  - Appendix D: Non-Disclosure Agreement
4. The mutual rights and obligations of the Purchaser and the Service Provider shall be as set forth in the Contract, in particular:

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- a. The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - b. The Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.
5. The Service Provider has already submitted a Contract Performance Guarantee amounting to Rs. 500/- (Five Rupees in words) which would be valid for 60 days beyond the completion of contract.
  8. The services shall be carried out at the site / premises as given by TRTI, Pune.

**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 Purchaser) General Manager (Administration)  
Tribal Research and Training Institute (TRTI), Pune

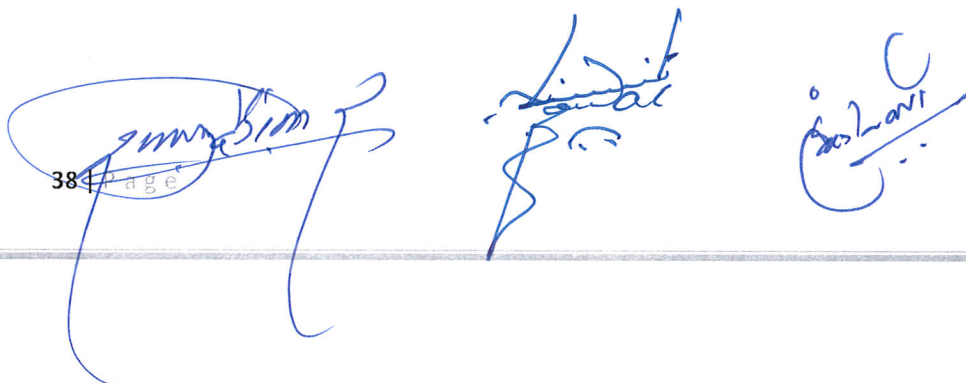
*[Authorized Representative]*

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

M/s

*[Name & position] Authorized Representative]*

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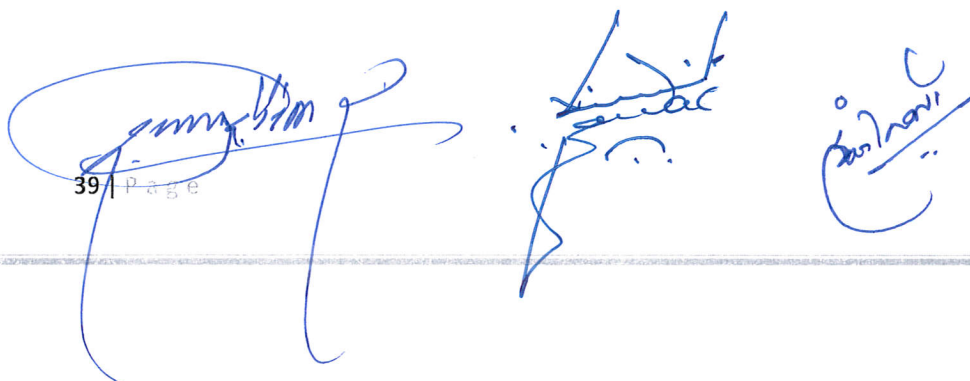


**5.1.4 Annexure IV (Technical Evaluation Criteria)-**

**Past Experience of Agency 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.**

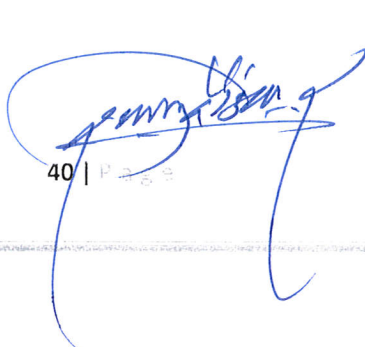


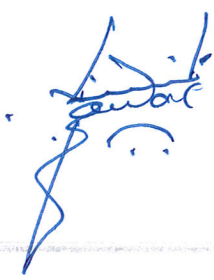
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**5.1.5 Annexure V (Technical Evaluation Criteria) - Annual Turnover**

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.**

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## 5.1.6 Annexure VI – Declaration by Bidder for not being black-listed

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

To,

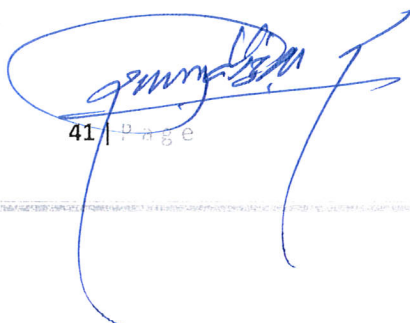
The Commissioner,  
Tribal Research and Training Institute,  
28, Queens Garden,  
Pune-411001

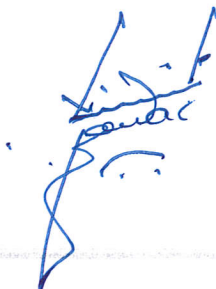
Dear Sir,

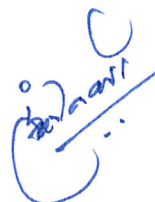
We confirm that our Company <name of company> as on date of submission of the proposal is not been blacklisted by any Private/Central /State Government/PSU or any other Organization and agencies in India or abroad for corrupt, fraudulent or any other unethical business practices.

Sincerely,

Name & Designation of the Authorized Signatory

  
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### 5.1.7 Annexure VII - 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 ₹ 500 stamp paper)

This Agreement (hereinafter called the Integrity Pact) is made on day of the month of 20, between, on one hand, the President of India acting through Commissioner, Tribal Research and Training Institute, Government of Maharashtra (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/s            represented by           , Chief Executive Officer/ 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 Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees. 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-
  - 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 personal is not legally entitled.
  - The Principal will during the tender process treat all
  - 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.
  - The Principal will exclude from the process all known prejudiced persons.

*[Handwritten signatures and initials in blue ink]*

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 process or 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**

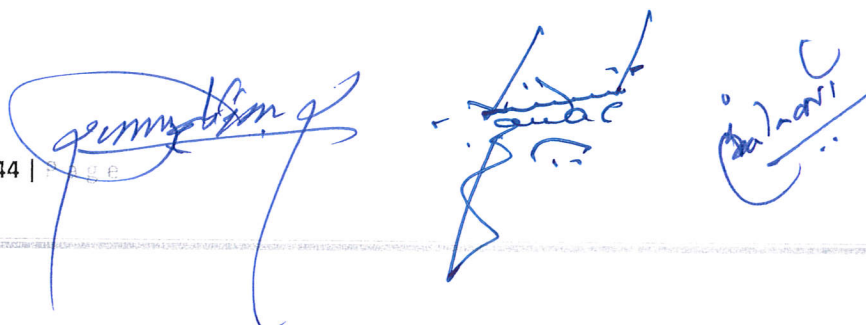
1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other government (Central/State/PSU's) in India that could justify his exclusion from the tender process.
2. If the bidder 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.



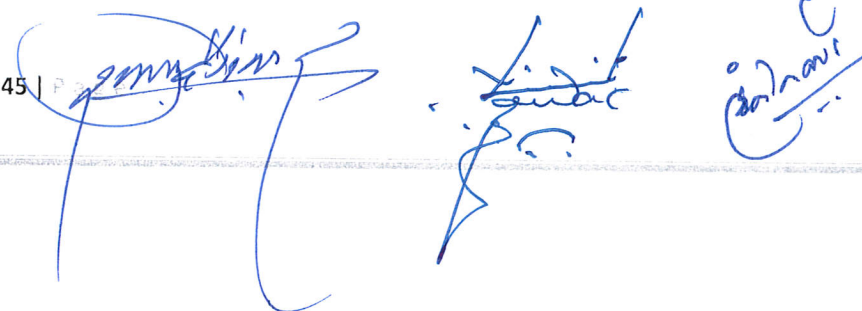
## Section 8: Independent External Monitor/Monitors

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.
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: Pact Duration

This pact begins when both parties have legally signed it. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by TRTI.





**Section 10: 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. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
5. 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) (For & on behalf of Bidder/Contractor) (Office Seal)

(Office Seal)

Place \_\_\_\_\_

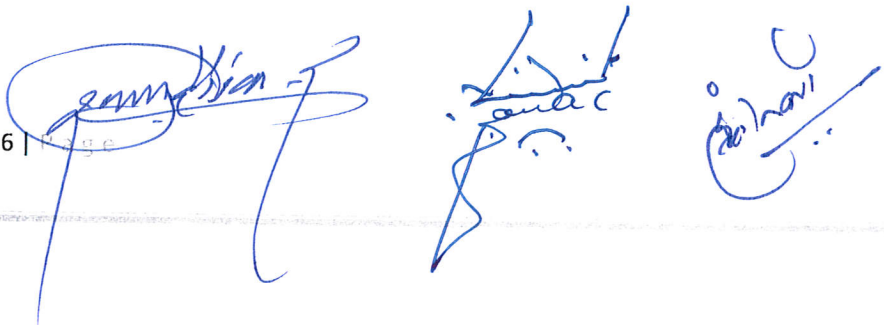
Date \_\_\_\_\_

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

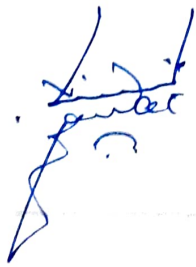
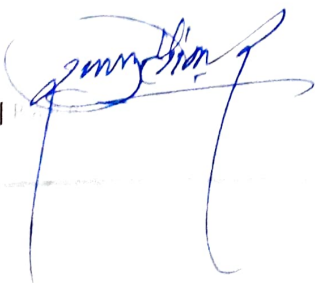




## 5.2 Appendices

### 5.2.1 Appendix A

Please refer Scope of Work in details



**5.2.2 Appendix B - Form of Performance Bank Guarantee Bond**

**(To be stamped in accordance with Stamp Act)**

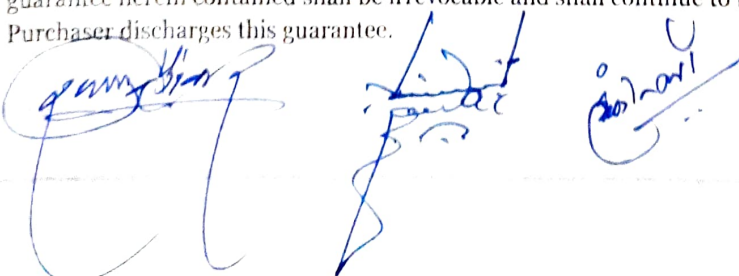
**The non-judicial stamp paper should be in the name of issuing Bank**  
Ref..... **Bank Guarantee No.....**  
**Date.....**

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 'Purchaser' 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 Purchaser stating that the amount claimed is due by way of inconvenience caused to or would be caused to or suffered by the Purchaser 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 not withstanding any difference between the Purchaser 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 Purchaser discharges this guarantee.



3. The Purchaser 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 Purchaser 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 Purchaser and the Service Provider or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser 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 Purchaser or any other indulgences shown by the Purchaser 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 Purchaser 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 Purchaser 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 authorised 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.....



**5.2.3 Appendix C - 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..... having its Registered/Head Office at..... (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 upto .....on 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 upto .....; 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 authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

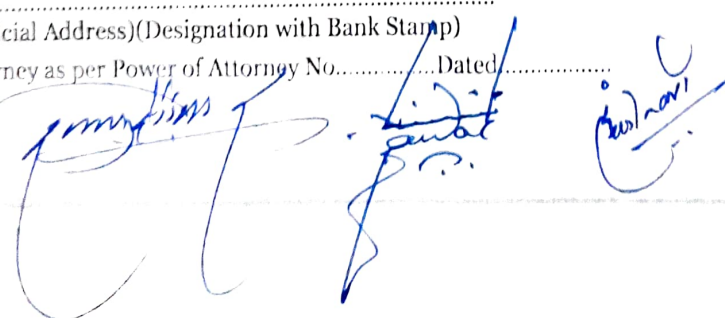
**WITNESS**

.....  
(Signature) (Signature)

.....  
(Name)(Name)

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

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



## 5.2.4 Appendix D - 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**

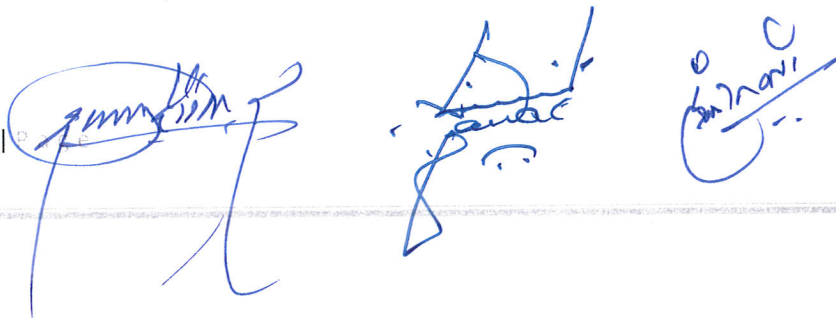
\_\_\_\_\_, a Company duly registered under the Companies Act 1956 / 2013, through its authorized representative [Name] holding the designation [Designation], having its registered office at [address], (hereinafter referred to as the “**Bidder**” which expression shall, unless repugnant to the context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

WHEREAS:

- A. The Bidder is desirous of bidding for Bid No..... covering “[REQUEST FOR PROPOSAL (RFP) for Hiring the Infrastructure for conducting the In-Service Trainings for Tribal Development Department Employees]” (hereinafter called the said 'RFP') issued by the Authority.
- B. 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 RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Authority.

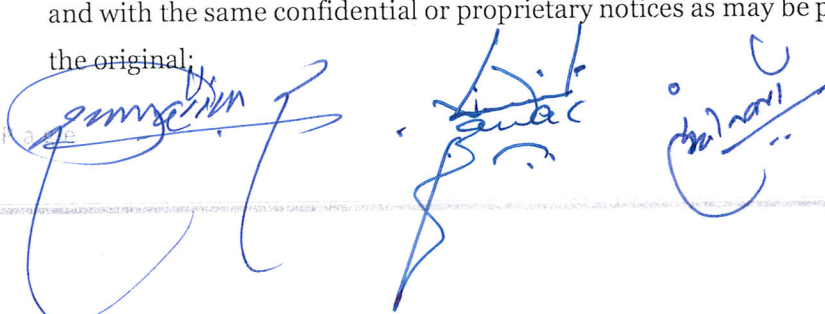
NOW THEREFORE,

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, source codes, 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 RFP 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 unauthorised 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 bottom of the page features three distinct handwritten signatures in blue ink. The signature on the left is a large, stylized cursive script. The middle signature is more compact and appears to be a set of initials or a shorter name. The signature on the right is also cursive but more legible, possibly reading 'John Smith' or similar. There are some additional scribbles and marks around these signatures.

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 RFP 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** 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**

(Authorised Signatory Office Seal:)

**For Bidder**

(Authorised Signatory Office Seal:)

Name:

Designation: Commissioner, TRTI

Date:

Place:

Name:

Designation:

Date:

Place:

\*\*\*\*

