

REQUEST FOR PROPOSAL (RFP)

FOR

Training Partner for the K-VLSI Program

Center of Excellence for Machine Intelligence
and Robotics (MINRO)

International Institute of Information Technology Bangalore,
26/C, Electronics City Phase 1, Hosur Road,
Bengaluru, Karnataka – 560 100

This document is the property of the International Institute of Information Technology, Bangalore (IIITB). It may not be copied, distributed, or recorded on any medium, electronic or otherwise, without IIITB's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

THIS RFP DOCUMENT IS NOT TRANSFERABLE

Bidders are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Incomplete or partial Bids shall be rejected. The Bidder must quote for all the items asked for in this RFP.

The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation and demonstration for the purposes of clarification of the Bid, if so desired by IITB. IITB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Disclaimer

IITB reserves the right to alter/change/modify the procurement of any of the services, hardware, or software items of this RFP. Thus IITB, at its discretion, the IITB shall leverage the unit rates provided by the Bidder in case of an increase or decrease in any of the services, software, or hardware proposed by the Bidder throughout the tenure of the Contract.

IITB reserves the right to negotiate, change, modify or alter any/all the items, terms, and provisions of the RFP/agreement entered pursuant to the RFP and may request additional information if required from the Bidder during the contract period.

IITB also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party.

The Licenses and related products and services under this RFP should be applicable to all locations identified by IITB for the execution of the project.

The RFP document is not a recommendation, offer, or invitation to enter into a contract, agreement, or other arrangements in respect of the services.

Contents

1	Introduction & Objectives.....	7
1.1	Background and Context.....	7
1.2	About IIITB.....	7
1.4	RFP Schedule and Details.....	7
1.5	Project Timelines.....	9
1.6	Availability of RFP document.....	9
2	Scope of Work.....	10
2.1	Scope of Work – Training content.....	10
2.2	Monitoring and Reporting.....	10
2.3	Project Management	10
3	Response Guidelines	10
3.1	Guidelines for RFP Technical Response.....	10
3.2	Guidelines for RFP Commercial Response	11
3.2.1	Commercial Model.....	11
3.2.2	Format for Commercial Model.....	11
4	Evaluation Criteria and Process	11
4.1	Objective of the Evaluation Process.....	11
4.2	Stage 1 – Evaluation of Eligibility Criteria	12
4.3	Stage 2 – Evaluation of Technical Bid.....	13
4.3.1	Relevant Experience.....	14
4.3.2	Presentation of proposal	14
4.4	Stage 3 - Commercial Bid Evaluation	15
5	Agreements and Agencies	16
6	Payments terms, Service Level Agreement and Penalties	16
6.1	Payment terms.....	16
6.2	Service Level Agreements.....	16
7	Instructions to Bidder	16
7.1	Two Bid System.....	16
7.1.1	ENVELOPE - I (Technical Bid).....	16
7.1.2	ENVELOPE - II (Commercial Bid).....	17
7.2	Content of the Bid	17
7.2.1	Eligibility Bid Documents	17
7.2.2	Technical Bid Documents.....	18
7.2.3	Commercial Bid Documents.....	18
7.3	Late Bids	18

Request for Proposal

7.4	Opening of Bids	18
7.5	Proposal Modification	19
7.6	Clarification of Bids	19
7.7	Result Notification	19
7.8	Cost of Responses	19
7.9	Precedence of Documents	20
7.10	No commitment to accept lowest or any Bid.....	20
7.11	Non-Transferable RFP	20
7.12	Soft Copy of RFP Document.....	20
7.13	Addenda.....	20
7.14	Pre Bid meeting	20
7.15	Rejection of Bids	21
7.16	Amendment to Contract	21
7.17	Correspondence and Notices.....	21
7.18	Notification of Award	21
7.19	Signing of Contract.....	21
8	Terms and Conditions	22
8.1	Amendment to Bid Document.....	22
8.2	Consortium.....	23
8.3	Conditional Bids.....	23
8.4	Submission of Bids	23
8.5	Performance Security.....	23
8.6	Pre-Bid Meeting.....	24
8.7	Payment Schedule	24
8.8	Currency of Payments	24
8.9	Delay in Bidder's Performance.....	24
8.10	Repeat Order	24
8.11	Other RFP Requirements.....	24
8.12	Completeness of the Project	25
8.13	Canvassing / Contacting	25
8.14	Indemnity.....	25
8.15	Inspection of records.....	25
8.16	Publicity.....	26
8.17	Solicitation of Employees	26
8.18	Penalties on Non Compliance of SLA.....	26

Request for Proposal

8.19	Liquidated Damages	26
8.20	Confidentiality	26
8.21	Force Majeure	27
8.22	Resolution of disputes.....	29
8.23	Waiver	29
8.24	Violation of terms	29
8.25	Termination for Default.....	30
8.26	Termination for Insolvency	30
8.27	Sensitive Information	30
8.28	Governing Language	30
8.29	Applicable Law.....	30
8.30	Prices.....	31
8.31	Deduction.....	31
8.32	Taxes and Duties	31
8.33	No Claim Certificate	31
8.34	Rights reserved by IIITB.....	31
8.35	Subcontracting	31
8.36	Rejection of Bids	32
9	Annexures	32
	Annexure 1: Pre Bid Query Format	32
	Annexure 2: Cover Letter	34
	Annexure 3: Confirmation of Eligibility Criteria	35
	Annexure 4: Technical Bid format.....	38
	Annexure 5: Statement of No Deviation from RFP Terms and Conditions	39
	Annexure 6: Bidder’s Past Experience.....	40
	Annexure 7: Commercial Compliance Certificate	41
	Annexure 8: Commercial Bid Form	41
	Annexure 9: Authorization Letter to Attend - Bid Opening	43
	Annexure 10: Performa for Performance Bank Guarantee	44
	Annexure 11: Grievance Redressal Policy IIITB	46

1 Introduction & Objectives

1.1 Background and Context

The pandemic has created the growth of Electronics Systems Design and Manufacturing (ESDM) in the developing countries in Southeast Asia, especially in India. In response, the Government of India has undertaken major facilitating efforts for the industries in this sector to flourish and place India as a global hub for electronics manufacturing.

The Government of Karnataka has also announced the Special Package of Incentives for ESDM sector, in September 2020 to boost domestic electronics manufacturing in the State. The Government of Karnataka is supporting industries through investor friendly policies, creating robust infrastructure facilities and skill development programs for the upcoming talent in this sector. Although, a huge traction is being generated for the ESDM sector, it has been observed that the availability of skilled resources is in short supply for the ESDM industry which can become a critical impediment for the growth of the ESDM industry in India.

While Karnataka has many well renowned colleges, polytechnics and is churning skilled workforce annually, the upcoming ESDM industries seek cut to fit workforce which are employment ready. In order that the manpower is equipped with the required skills, Karnataka Digital Economy Mission (KDEM), IESA (India Electronics and Semiconductor Association) and SFAL (Semiconductor Fabless Accelerator Lab) are taking an initiative in collaboration with the MINRO Centre at IIT Bangalore to provide an intensive skill development program in VLSI. As part of our commitment to foster talent in the industry, we are planning to train a group of fresh students in VLSI design verification.

1.2 About IITB

The **International Institute of Information Technology Bangalore (IIITB)**, deemed to be a University, was established in 1998 with a vision to contribute to the IT world through education and research, entrepreneurship, and innovation. Intersecting technology and society, IIITB has grown in stature to become an institution of considerable repute with its unique model of education, research, and industry interaction. It works in partnership with the corporate sector while retaining the freedom of an academic institution. Inspired by other renowned institutions, it strives to emulate an academic culture that is on par with the best international institutions. The institute is a registered not-for-profit society supported jointly by the Government of Karnataka and the IT industry.

1.3 About MINRO

The MINRO Center at IIT-Bangalore was established in 2017 to be a “best-in-class” Center of Excellence (COE) in Karnataka for Machine Intelligence and Robotics, involved in fundamental research addressing problems in the Indian context in a collaborative multi-disciplinary environment. One of the Center’s goals is skill development and capacity building.

1.4 RFP Schedule and Details

General Details

RFP Number	Training Partner for KVLSI Program, IITB/MINRO/2023/101, 01-Aug-2023
Department Name	Center of Excellence for Machine Intelligence and Robotics, IITB
Scope of Work	As mentioned in Section 2
Mode of RFP Submission	Offline
RFP Type	Open
Type of Contract	Training Services
Bidding Type	Indigenous
Base Currency	INR (₹)
Key Dates	
Document Download StartDate	01-Aug-2023
Last Date and time for submission of Pre-Bid Queries	07-Aug-2023, 10 AM
Pre-bid Meeting	07-Aug-2023, 3 PM
Clarification/Amendments if any	Will be published on IITB website
Last Date and Time for Bid Submission	16-Aug-2023, 12 PM
Date and Time for Technical Bid Opening	16-Aug-2023, 3 PM
Declaration of Shortlisted Bidder's for Commercial Bid Opening	Will be published on IITB website
Date and Time for Commercial Bid Opening	Will be published on IITB website
Declaration of Successful Bidder	Will be published on IITB website
Notification of Award and Issue of Purchase Order	Will be published on IITB website
Bid Validity Period (in Days)	60 days
Documents to be submitted physically	Tender processing Fee (DD) Other documents supporting Eligibility Criteria, etc. as per RFP.
Mode of Document Fee Payment	Offline/Online
Mode of EMD Payment	Offline/Online
Payment Details	
Tender processing Fee (Non-refundable)	₹5,000
Performance Bank Guarantee	3% of the Contract Value
Other Details	
Eligibility Criteria	As per RFP
General Terms and Conditions	As per RFP
Bid Submission Information	The bidders must fulfill the Eligibility criteria for being eligible to bid.

The prospective bidders may email their queries and suggestions for any changes required to be made in the bid document through e-mail as per the dates mentioned above. The suggestions and queries shall be responded to in the pre-bid meeting as per the dates mentioned above and subsequent changes made based on the suggestions and clarifications as above shall be deemed to be part of the RFP document.

No suggestions or queries shall be entertained after the last date for pre-bid queries specified above.

The Demand Draft on account of tender processing fees should be drawn on Scheduled Commercial bank in favor of '**International Institute of Information Technology Bangalore**' along with physical copies of all the documents mentioned in the RFP in support of eligibility criteria etc. must be received at the following address before the date and time of submission of bid.

Tender processing fee may be paid online (by NEFT) using below details. The bidder should include payment transaction reference and other details as part of the technical bid documents. Details for Online Payment:

Account Holder Name: International Institute of Information Technology - Bangalore

Bank Name: Punjab National Bank

Branch Name and Address: United Building, Plot No - 100, Electronic City, Bangalore 561229 (Ph. No.: 080-28520014)

Bank Account Number: 1238011010536 IFSC Code: PUNB0123820 MICR Code: 560024069 Swift Code: PUNBINBBISB PAN: AAATI1037P

Contact details of IIITB:

Kalpana S

Program Manager, MINRO

International Institute of Information Technology Bangalore (IIIT-B), 26/C Electronics City Phase 1, Off Hosur Road, Opposite Infosys Campus, Bangalore 560100, India.

Ph: +91 80 4140 7777

Email : kalpana@iiitb.ac.in

1.5 Project Timelines

The Bidder is expected to start at the earliest and adhere to timelines outlined in subsequent sections of this RFP.

Notes:

- IIITB, at its discretion, shall have the right to alter the cohort size based on the requirements. This will be communicated formally to the Bidder at the start of a cohort, if a need arises.
- The Bidder is required to provide a detailed strategy to IIITB to be able to meet the timelines; if the Bidder has a faster and more effective solution, the same may be discussed and agreed by IIITB.

1.6 Availability of RFP document

- RFP document containing conditions of pre-qualification, detailed requirement specifications including the terms and conditions shall be downloaded from Institute's website (URL:

www.iitb.ac.in/kvlsi)

- ii. Please note that the Institute shall not accept any liability for non-receipt of bid document(s) in time.

2 Scope of Work

This section contains the scope of the training program that aims to equip the students with the necessary knowledge and hands-on skills to be productive in an industrial environment in a very short time. The program will cover various aspects of VLSI design and verification.

2.1 Scope of Work – Training content

The program should cover various aspects of VLSI design and verification, including but not limited to:

- Digital design fundamentals and RTL coding
- Introduction to VLSI design verification principles and methodologies
- Verification languages and methodologies (e.g., SystemVerilog, UVM)
- Testbench development and verification environments
- Functional verification techniques and strategies
- Assertion-based verification
- Code coverage and functional coverage analysis
- Debugging and error diagnosis in verification
- Advanced verification topics (e.g., constrained random verification, formal verification)

2.2 Monitoring and Reporting

- i. The student progress should be monitored and performance made available to IITB and other stakeholders.
- ii. Adequate feedback should be solicited from participants to measure program and trainer effectiveness.

2.3 Project Management

- i. The Bidder shall update the key stakeholders on the program progress, student performance and progress, resource requirements, immediate next project steps, and any obstacles in project.
- ii. The bidder should also plan for participation in program review meetings and any other important meetings in in-person mode - as and when required and feasible
- iii. The program stakeholders are IITB, KDEM, IESA and SFAL.

3 Response Guidelines

This section contains guidelines to be followed by the bidder for the Technical and Commercial responses to this RFP

3.1 Guidelines for RFP Technical Response

The response must include the following:

- **Instructor Profiles:** Provide profiles of the instructors (Minimum 10 years' industry experience is a must) who will deliver the training. Include their qualifications, certifications, and relevant industry experience.
- **Training Approach:** Describe your training methodology, including the training delivery methods, course structure, and the duration of the program. Please outline the topics you will cover and the learning outcomes you aim to achieve.
- **Training Material:** Describe the training materials, resources, and tools you will provide to facilitate effective learning.
- **Company Overview:** Provide an overview of your company, highlighting your experience and the infrastructural facilities.

3.2 Guidelines for RFP Commercial Response

3.2.1 Commercial Model

Below are the details regarding the commercial model expected for the services to be provided by the selected Bidder for the training services.

Sl.#	Service Category	Commercial Model
1	Training costs	Per student cost (Consider two cohort sizes 60 and 100)
2	License or subscription fees, if applicable	Defined by Bidder
3	Any Other	Defined by Bidder

The payment terms are outlined in Section 6.1.

3.2.2 Format for Commercial Model

The bidder must use the format provided in Annexure-8 for sharing proposed commercials which is expected to be used for evaluation of the commercial bid.

4 Evaluation Criteria and Process

4.1 Objective of the Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution at a competitive price. The evaluation will be undertaken by a three-member panel. The decision of this panel shall be final.

IITB will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format.

IITB may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

The bids shall be evaluated in the following stages:

- Stage 1 – Eligibility Criteria
- Stage 2 – Technical Bid
- Stage 3 – Commercial Bid

Bidders who qualify in the Eligibility Criteria will be considered for Stage 2 evaluation. Of these, Bidders who meet the minimum qualifying score for the Technical Bid Evaluation will be considered for Stage 3.

4.2 Stage 1 – Evaluation of Eligibility Criteria

IITB will evaluate the Bidders on each criterion separately and satisfy itself beyond doubt on the Bidder's ability / position to meet the criteria. Those Bidders who qualify on ALL the criteria will only be considered as "Qualified under Stage 1" of evaluation and will be considered for evaluation under Stage 2.

Those Bidders who do not qualify at this Stage 1 will not be considered for any further processing. IITB, therefore, requests that only those Bidders who are sure of meeting all the eligibility criteria, respond to this RFP process.

Evaluation of eligibility criteria will be as per the information/ response provided by the bidder and the supporting documents as mentioned below.

Only those bidders who fulfil the criteria mentioned in the table below are eligible for technical evaluation. Offers received from the bidders who do not fulfil all the following eligibility criteria are liable to be rejected.

Ser	Eligibility Criteria Requirements	Supporting documents required
1	The Bidder should be a Government Organization/PSU/Public/Partnership/Private limited company or subsidiary thereof. Important note: Individuals/ Freelancer trainers with relevant experience and required qualifications can bid as well. Details of other partners'/infrastructure providers has to be detailed.	Certificate of Incorporation
2	The Bidder/Group Company/ Subsidiary/ Parental Company should have been in operation for at least 2 years as on date of RFP. In case the current Bidder	Certificate of Incorporation

Request for Proposal

	Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 2 years as on date of RFP.	
3	The Bidder/Group Company/ Subsidiary/ Parental Company financials.	Audited Financial Statements or Certificate from the chartered accountant
4	The bidder should not have been blacklisted by any Government or PSU enterprise in India as on the date of the RFP.	Self-Declaration certified by authorized signatory of the bidder
5	The Solution is provided by the Bidder/Group Company/ Subsidiary/ Parental Company	Self-Declaration certified by authorized signatory of the bidder

Note:

- Bidders need to ensure compliance to all the eligibility criteria points
- The decision of the IITB shall be final and binding in this regard
- The Bidders meeting the eligibility criteria will be shortlisted for the Phase 2 – Technical Proposal Evaluation

4.3 Stage 2 – Evaluation of Technical Bid

Evaluation Criteria: Proposals will be evaluated by a 3-member expert committee, appointed by IITB in consultation with KDEM, SFAL and IESA, on the criteria tabulated below.

- This evaluation will be carried out on a total score of 100 based on the following evaluation parameters defined below

Sl no	Evaluation Criteria	Description	Maximum Marks	Minimum Passing Marks
1	Instructor Experience and Expertise	Evaluation of instructor credentials, demonstrated industry experience, number of trainings conducted, client references	30	21
2	Training approach and pedagogy	Evaluation of clarity and effectiveness of the proposed training approach, including course structure and learning outcomes	20	14
3	Training material and other learning resources	Quality and comprehensiveness of the training materials and resources quality of learning	20	12
4	Company experience in program delivery	Evaluation of the vintage and experience of the company in teaching design verification courses	20	12

Request for Proposal

5	Presentation of proposal and solution walkthrough IITB	Presentation of proposal to IITB to gauge their understanding of expectations and walkthrough and delivery of services	10	6
	Total		100	
	Passing Mark	Minimum total marks to qualify for next stage	65	

The scores will be evaluated as whole numbers.

Only those Bidders achieving the minimum passing mark for EACH OF the individual evaluation activities from Sr. No. 1 to 5, AND a total score of at least 65 will be considered eligible for the Commercial evaluation process

Also, IITB may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.

4.3.1 Relevant Experience

The bidder is required to provide details along with documentary evidence of its relevant past experience for the following:

- a) Training programs conducted, number of students etc
- b) Documented feedback from its customers (past or present)

4.3.2 Presentation of proposal

IITB will schedule the presentations and intimate the qualified bidders of the time and locations. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Bidder's proposal.

Ser	Presentation Agenda	Details
1	Understanding of the program, proposed approach and trainer profiles.	Detailed presentation covering program overview, training approach, infrastructure and proposed trainer profiles. IITB would also interview the key trainers of the shortlisted bidder before confirmation of the awarding of the Project.
2	Key value propositions	Key differentiators/ value-add presented by the bidder
3	Relevant references	Relevant references and feedback of programs with requirements similar to those in this RFP

4.4 Stage 3 - Commercial Bid Evaluation

The bidders who qualify in the Technical Bid Evaluation shall be eligible for Phase-3 Commercial Bid Evaluation.

- Financial Bids will be evaluated based on Rate Card submitted by the Bidder, as per Annexure 9.

The quote should include per student price and cohort size. Bidder has to include rate for two cohort sizes – 60 and 100.

- The Bid value of each Bidder will be converted to a Financial Score based on the ratio of their bid value to the lowest Bid value among qualified Bidders as follows:

$$\text{Financial Score} = (\text{Lowest Bid Value} / \text{Bid Value of Bidder}) * 100$$

- The total score for each Bid is calculated using a weightage of 70:30 for the Technical Score and Financial Score. Thus,

$$\text{Consolidated Bid Score} = \text{Technical Score} * 0.7 + \text{Financial Score} * 0.3$$

- The Bidder with the highest Consolidated Bid Score is selected and will be referred to as “Selected Bidder” and IITB will notify the same to the selected bidder. The Bidder shall use the format as Mentioned in Annexure-9: Commercial Bid Form. Commercial bid valuation shall be considered as below; in case of any kind of discrepancy:

- i. If there is a discrepancy between words and figures, the amount in words shall prevail.
- ii. At the sole discretion and determination of IITB, IITB may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- iii. IITB may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
- iv. All liability related to non-compliance of this minimum wages requirement and any other law will be the responsibility of the bidder.
- v. IITB shall not incur any liability to the affected bidder on account of such rejection.
- vi. The final decision on the successful bidder will be taken by IITB, in consultation with other stakeholders as required. The implementation of the project will commence upon signing of a contract between IITB and the selected bidder based on the evaluation.
- vii. If for some reason, the successful bidder fails to execute an agreement within a specified timeline, IITB reserves the right to award the contract to the next most eligible bidder based on the

evaluation scores and commercial prices quoted.

5 Agreements and Agencies

The KVLSI initiative is expected to be an on-going initiative under MINRO, to be curtailed only due to force majeure or reasons like sub-optimal outcomes, merger with any of the other GoK initiatives, arising of any other unforeseen circumstances

The Quote given by Bidder should be valid for a period of three years. The initial contract is expected to be signed for 3 years with purchase order renewals on yearly basis renewed on yearly basis based on the service quality and satisfactory performance of the Bidder, besides any other factors like funds availability and approvals, guidance from government stakeholders and agencies.

The signing of agreements for services and commercials will be done between IITB and Bidder

6 Payments terms, Service Level Agreement and Penalties

6.1 Payment terms

The payments to the selected bidder will be made after 60 Days from the date of receipt of the invoice after adjusting for penalty (if any).

6.2 Service Level Agreements

The SLA parameters and penalty slabs for the services will be decided at the time of contracting. Penalties for non-compliance are detailed in section 8.20

7 Instructions to Bidder

7.1 Two Bid System

The RFP shall be in TWO parts – TECHNICAL BID [TB] & COMMERCIAL BID [CB]. Both the Bids must be submitted together in a single envelope super-scribing “KVLSI Training Partner”, but in two separate sealed covers, giving full particulars, addressed to MINRO Head (IITB) and duly super scribed as follows:

- “KVLSI Training Partner, IITB/MINRO/2023/01, 01-Aug-2023 – TECHNICAL BID”
- “KVLSI Training Partner, IITB/MINRO/2023/01, 01-Aug-2023 – COMMERCIAL BID”

Two sealed envelopes containing hard copies of Eligibility Bid, Technical Bid and Commercial Bid along with Soft copies should be submitted in the following manner:

7.1.1 ENVELOPE - I (Technical Bid)

Technical Bid including Eligibility Bid

Technical Bid comprising of spirally bound hard copy of the Technical Bid in the format given in this RFP, along with 1 USB pen drive containing the soft copy of Technical Bid.

Hard copy of Technical Bid including Eligibility Bid should be a complete document, bound as a volume and placed in a sealed envelope super-scribed Technical Bid for RFP No: KVLSI Training, IITB/MINRO/2023/I01, 01-Aug-2023.

i. A separate sealed envelope should be prepared for EMD & tender processing fees should be marked as “EMD/Tender processing Fees”

The two envelopes (Technical Bid and EMD/Tender processing Fees) of Technical Bid should be placed in a single sealed envelope super-scribed: Technical Bid for RFP No: KVLSI Training, IITB/MINRO/2023/I01, 01-Aug-2023.

ii. Soft copy of the response to the Technical Bids should also be provided in MS word. The softcopy is to be placed in Technical Bid in USB pen drive. In case of any discrepancies between the hardcopy and softcopy, IITB will use the hardcopy submitted by the Bidder for the evaluation. THE TECHNICAL BID SHOULD NOT CONTAIN COMMERCIALS AND COMMERCIALS ARE TO BE ENCLOSED ONLY IN THE COMMERCIAL BID COVER. A masked copy of Annexure 9-Commercial Bid Form should be a part of Technical Bid.

7.1.2 ENVELOPE - II (Commercial Bid)

Hard copy of commercial bid in the format given in this RFP

Signed and stamped hard copy of the Commercial Bid should be placed in a sealed envelope super-scribed Commercial Bid for RFP No: Software Development and Platform Support Services for KVLSI Training, IITB/MINRO/2023/I01, 01-Aug-2023

i. A duly filled in Annexure 9-Commercial Bid Form should be a part of Commercial Bid. The soft copy is to be placed in a Commercial Bid Envelope (USB pen drive). In case of any discrepancy between the hardcopy and softcopy, IITB will use the hardcopy submitted by the Bidder for the evaluation.

Note:

1. The Bid shall be typed in English and signed by the Bidder or a person duly authorized. The person(s) signing the Bids shall initial all pages of the Bids.
2. All envelopes should be securely sealed and stamped.
3. The documentary evidence asked for in respect of the eligibility criteria would be essential. Bids not accompanied by documentary evidence may be subject to rejection. Clarification/ Additional documents, if any, sought by IITB from the bidder has to be submitted within the stipulated time.

7.2 Content of the Bid

The documents in the bids will be submitted as below:

7.2.1 Eligibility Bid Documents

The Bidders are requested to meticulously note the Eligibility Criteria & various other clauses mentioned in the RFP document. The following documents should be submitted in Envelope - I

(Technical Bid). These documents shall be the basis for Eligibility Criteria by IITB.

Eligibility document should contain following:

- i. Confirmation of Eligibility Criteria as per Annexure-3
- ii. Documentary proofs for Eligibility Criteria
- iii. Tender Processing Fee

7.2.2 Technical Bid Documents

The following documents should be submitted in the Envelope - I (Technical Bid). These documents shall be the basis for technical evaluation by IITB.

1. Annexure 2: Cover Letter
2. Annexure 5: Technical Bid Format
3. Annexure 6: Statement of no deviation
4. Annexure 7: Bidder's Past Experience
5. Proposed approach, trainer profiles and content samples
6. Any other documents

All documentation is required to be in English.

The person(s) signing the Bid shall initial all pages of the Bid, except for unmodified printed literature.

NOTE: TECHNICAL BID MUST BE SUBMITTED IN AN ORGANISED AND NEAT MANNER. NO DOCUMENT, BROCHURE, ETC. SHOULD BE SUBMITTED IN LOOSE FORM. ALL THE PAGES SHOULD BE SERIALLY NUMBERED.

The Technical Bid shall be submitted in duplicate, inside the single ENVELOPE – I.

7.2.3 Commercial Bid Documents

The Commercial Bid shall be submitted in the format as specified in Annexure 9 –Commercial Bid Form. The Bidder is required to submit the following in the Commercial Bid.

1. Annexure 8: Commercial Compliance Statement
2. Annexure 9: Commercial Bid Form

The Commercial Bid Form must be filled in completely, without any error, erasure or alteration.

7.3 Late Bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder.

7.4 Opening of Bids

Bids received within the prescribed closing date and time will be opened in the presence of Bidders' representatives who choose to attend the opening of the RFP on the specified date and time as mentioned earlier in the RFP document. The Bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter as per Annexure 11 should be brought to IITB for verification.

The Bids shall be opened in 2 phases:

- In Phase 1, the Confirmation of Eligibility Criteria Bid and Technical Bid shall be opened as per the schedule given in the RFP in presence of the bidder(s) who choose to attend the meeting at a pre-specified date and time, and sign a register evidencing their attendance. However, the Technical Bid will be evaluated only for the bidders who satisfy all the Eligibility Criteria.
- In Phase 2, Commercial Bids of only Bidders who meet the Technical Evaluation cut-off shall be opened in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The Bidders' representatives who are present shall sign a register evidencing their attendance. IITB would notify the technically qualified bidders about the date and time of opening of the Commercial Bids.

The Bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of the requisite EMD and such other details as IITB, at its discretion, may consider appropriate, will be announced at the Commercial Bid opening.

IITB reserves the right to take the services of any one or more external agencies for total evaluation of the proposal submitted by the Bidder. However, the final decisive parameters would be at the sole discretion of IITB and IITB is not liable to disclose either the criteria or the evaluation report/reasoning to the Bidder(s).

7.5 Proposal Modification

No additions or changes to any Bidder's proposal will be allowed after the deadline for Bidders to submit their proposals, unless such modification is specifically requested by IITB.

7.6 Clarification of Bids

During the Bid evaluation, IITB may, at its discretion, ask the Bidders for clarifications with respect to their Bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted. IITB has the right to disqualify the Bidder(s) whose clarifications are found not suitable for the requirement according to the Scope of Work.

7.7 Result Notification

All Bidders will be communicated any decision made with respect to their RFP response as soon as practical. IITB will not be obliged to provide reasons for acceptance/ rejection of any response.

7.8 Cost of Responses

IITB will not be liable for any costs or expenses incurred by the bidders arising in any way from the preparation and submission of the RFP response and any matter concerning the RFP is to be at the Bidder's sole risk, cost and expense.

7.9 Precedence of Documents

- i. If there is any discrepancy, the hard copy of the Bid document shall be treated as final in case of any discrepancy with the soft copy.
- ii. These terms and conditions will prevail over any further terms that the Bidder may include in its response or otherwise provide to IITB, and any such further terms will be of no force or effect.

7.10 No commitment to accept lowest or any Bid

IITB shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete. IITB reserves the right to make changes in the Terms and Conditions. IITB will be under no obligation to have discussions with any Bidder, and/or entertain any representation.

7.11 Non-Transferable RFP

This RFP document is not transferable.

7.12 Soft Copy of RFP Document

The soft copy of the RFP document is made available on IITB's website

7.13 Addenda

- i. IITB may issue an Addendum from time to time.
- ii. An Addendum may be issued to clarify the RFP or to effect modifications to the RFP. Each Addendum will be published on the IITB website and will form part of this RFP.
- iii. To the extent there is any inconsistency between an Addendum and this RFP, the Addendum will prevail and if between two or more Addenda, the last issued Addendum will prevail.

7.14 Pre Bid meeting

For clarification of doubts of the Bidders on issues related to this RFP, IITB intends to hold Pre-Bid Meeting as per schedule in the RFP.

For any clarification with respect to this RFP, the Bidder may send an email to kalpana@iiitb.ac.in. The format to be used for seeking clarification is mentioned in Annexure 1 - Pre-Bid Query. It may be noted that

all queries, clarifications, questions, etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the designated Email ID.

It may be noted that queries of any Bidder may not be entertained after the last date for submission of queries via Email. Only two authorized representatives of the Bidder's organization will be allowed to attend the meeting. IITB may or may not respond to all the queries of the bidder.

7.15 Rejection of Bids

IITB reserves the right to reject any or all the Bids or scrap the bidding process at any stage without assigning any reason. The Earnest Money Deposits in such event will be returned by IITB. However, the Tender processing fee will not be refunded.

7.16 Amendment to Contract

No variation in or modification of the conditions of the Contract shall be made except by written amendment signed by the parties.

7.17 Correspondence and Notices

Any correspondence or notice from one party to another under the terms of the Contract shall be served by fax or by hand and confirmed in writing to the party's address. A notice shall be effective from the date when delivered.

7.18 Notification of Award

Following evaluation, a Contract may be awarded to the Bidder whose Bid meets the requirements of this RFP and provides the best value to IITB from both a Techno-Functional and Commercial point of view. IITB reserves the right to award the Contract in whole or in part.

The acceptance of the Bid, subject to Contract, will be communicated by way of placing a notification of award in writing at the address supplied by the Bidder in the Bid document. Any change of address of the Bidder should therefore be notified promptly to the Deputy General Manager (IT) at the address given in this RFP.

The PBG should be submitted within 15 days from notification of award from IITB. IITB subsequently shall be issuing the Purchase Order.

7.19 Signing of Contract

The Successful Bidder shall be required to enter into a Contract with IITB, within thirty (30) days of the award of the work or within extended period, as may be specified by IITB. This Contract shall be based on this RFP document, PO and such other terms and conditions as may be determined by IITB to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid. However, the terms

and conditions of Purchase Order and RFP shall constitute a binding Contract till such a Contract is issued. IITB reserves the right to award the contract in whole or in part.

8 Terms and Conditions

8.1 Amendment to Bid Document

At any time prior to the deadline for submission of Bids, IITB may for any reason either on its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid document, by amendment.

All such amendments will be published on www.iitb.ac.in/kvlsi. All such amendments will be binding on the bidders. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, IITB may, at its discretion, extend the deadline for a reasonable period to be decided by IITB for the submission of Bids. Details will be communicated and published on IITB website page www.iitb.ac.in/kvlsi

- i. IITB also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. IITB will inform the Bidder about changes, if any before the deadline of Bids submission.
- ii. IITB may revise any part of the RFP, by providing an addendum/corrigendum to the Bidders at stage till Commercial Bids are opened. IITB reserves the right to issue revisions to this RFP at any time before the deadline for Bids submission.
- iii. IITB reserves the right to extend the dates for submission of responses to this document.
- iv. **Preliminary Scrutiny** – IITB will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. IITB may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and IITB reserves the right for such waivers and IITB's decision in the matter will be final.
- v. **Clarification of Offer** – To assist in the scrutiny, evaluation and comparison of offer, IITB may, at its discretion, ask the Bidder for clarification of their offer. IITB has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project RFP.
- vi. IITB reserves the right to make any changes in the terms and conditions of purchase. IITB will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- vii. **Erasures or Alterations** – The offer containing erasures or alterations will not be considered. There

should be no handwritten material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product/service being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. IITB may treat the offers not adhering to these guidelines as unacceptable.

viii. **Right to Alter Quantities** – IITB reserves the right to alter the requirements specified in the RFP. IITB also reserves the right to delete or increase one or more items from the list of items specified in the RFP. IITB will inform the Bidders about changes, if any. In the event of any alteration in the quantities, the price quoted by the Bidder against the item would be considered for such alteration. Bidder agrees that the prices quoted for each line item & component is valid for period of Contract and can be used by IITB for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this Contract. During the Contract period, the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by IITB, in the event the market prices/rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of Commercial Bid. Any price benefit in the services/equipment should be passed onto IITB within the Contract period.

ix. The decision of IITB shall be final and binding in this regard. Deviations will be grounds for disqualification.

8.2 Consortium

Consortium is not allowed.

8.3 Conditional Bids

Conditional Bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of Bids.

8.4 Submission of Bids

The Bidders shall submit two separate sealed envelopes, one containing Technical Bid including Eligibility criteria and the other containing Commercial Bid. Envelopes shall be addressed to IITB at the address given; and bear the RFP Title " Software Development and Platform Support Services for National Tele-Mental Health Initiative, IITB/MINRO/2023/I01, 01-Aug-2023". Envelopes should indicate on the cover the name and address of the Bidder. A Bidder shall submit only one proposal.

8.5 Performance Security

Within 15 days after the receipt of notification of award of the Contract from IITB, the Bidder shall submit Performance Security as per format given in Annexure 12: Performa for Bank Guarantee, which shall be for an amount of **3% of Contract Value**. Performance Security may be furnished in the form Bank Guarantee from a Commercial bank.

i. Performance Security should remain valid for a period of ninety days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

ii. EMD shall be refunded to the successful Bidder on receipt of Performance Security.

8.6 Pre-Bid Meeting

All queries/requests for clarification from Bidders must reach IITB by e-mail or in person as per the schedule of events mentioned in section 1.2. Format for the queries/clarification is provided in “Annexure 1-Pre- Bid Query”. No clarification or queries will be responded in any other format. IITB will respond to any request for clarification of the RFP document in the Pre- Bid meeting.

The representatives of Bidders attending the pre-bid meeting must have proper authority letter to attend the same

Any modification to the Bidding documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of an Addendum and/or corrigendum and not through the minutes of the pre-bid meeting.

8.7 Payment Schedule

Payment shall be done as per the Payment Terms mentioned in Section 6 of this RFP.

8.8 Currency of Payments

Payment shall be made in Indian Rupees (INR) only.

8.9 Delay in Bidder's Performance

Any unexcused delay by the Bidder in the performance of his implementation/service/other obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of his Performance security, imposition of liquidated damages, and/ or termination of the Contract for default.

If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely implementation of the Solution and/or performance of services, the Bidder shall promptly notify IITB in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery/installation/implementation date. IITB shall evaluate the situation after receipt of the Bidder's notice and may at their discretion extend the Bidder's time for delivery/installation/implementation, in which case the extension shall be ratified by the parties by amendment of the Contract. If the Bidder's request for delay in the implementation of the Solution and performance of services is not found acceptable to IITB, the above mentioned clause will be invoked.

8.10 Repeat Order

IITB at its discretion may place repeat orders or any other orders based on its business requirements during the tenure of the Contract.

8.11 Other RFP Requirements

i. **Technical Inspection and Performance Evaluation** - IITB may choose to carry out a technical

inspection/audit and performance of the solution.

- ii. The Bidder would permit IIITB or any person/persons designated by IIITB to observe the technical and performance evaluation/benchmarks carried out by the Bidder.
- iii. The Bidder will identify a representative as a single point of contact for IIITB

8.12 Completeness of the Project

The Project will be deemed as incomplete if the desired objectives mentioned in Section 2–Detailed Scope of Work of this document are not achieved.

8.13 Canvassing / Contacting

Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or Award of Contract may result in the rejection of the Bidder's Bid. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the Contract is awarded.

8.14 Indemnity

The Bidder's should indemnify IIITB (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the Bidder with Laws/Governmental requirements
- b) IP infringement
- c) Negligence and misconduct of the Bidder, its employees, and FTEs

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by IIITB arising out of claims made by its customers and/or regulatory authorities.

8.15 Inspection of records

All Bidder records with respect to any matters covered by this RFP shall be made available to IIITB or its designees at any time during normal business hours, as often as IIITB deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. IIITB would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to IIITB, which would be used by IIITB. The cost of the audit will be borne by IIITB. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for IIITB shall also be subject to Regulator/IIITB inspection.

8.16 Publicity

Any publicity related to this project by the Bidder in which the name of IITB, NIMHANS or government department or agency is to be used, should be done only with the ~~ext~~written permission from IITB.

8.17 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Contract during the period of the Contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the Contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party
- ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
- iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

8.18 Penalties on Non Compliance of SLA

IITB expects the Bidder to provide uninterrupted services to IITB. Inability of the Bidder to either ensure readiness of the services as per specifications within defined timelines or to meet the service levels as specified in RFP shall be treated as breach of Contract and would invoke the penalty clause.

8.19 Liquidated Damages

- i. If the deliverables are not acceptable to IITB as mentioned in this RFP and defects are not rectified to the satisfaction of IITB within 30 days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 0.5% of the Total Cost of the Services for every week or part thereof for the delay.
- ii. Any additional circumstances applicable for Bidder's liability for liquidated damages will be worked out during contracting phase.
- iii. The amount of liquidated damages under this Contract shall not exceed 3% of the Total value of the Contract as specified in Annexure 9-Commercial Bid Form. The Total Contract value in this context will include all the charges calculated for the agreement duration based on proposed rates in Annexure 9 – Commercial Bid Form.

8.20 Confidentiality

Bidder understands and agrees that all materials and information marked and identified by IITB as 'Confidential' are valuable assets of IITB/Government agencies/Other Partner organizations and are to be considered their proprietary information and property. Bidder will treat all confidential materials and information provided by IITB/Government Agencies/ Other Partner organizations with the highest degree of care and necessary to ensure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by IITB/Government Agencies/ Other Partner organizations without IITB's prior written approval.

Bidder shall not be liable for disclosure or use of any materials or information provided by IITB developed by Bidder which is:

- i. possessed by Bidder prior to receipt from IITB, other than through prior disclosure by IITB, as documented by Bidder's written records;
- ii. published or available to the general public otherwise than through a breach of Confidentiality; or
- iii. obtained by Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to IITB; or
- iv. Developed independently by the bidder.

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify IITB and allow IITB a reasonable time to oppose such process before making disclosure.

Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause IITB irreparable harm, may leave IITB with no adequate remedy at law and IITB is entitled to seek injunctive relief.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP.

8.21 Force Majeure

i. Definition:

- a. 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.

b. Force Majeure shall not include:

- Any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or FTEs or Employees, or
- 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.

c. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

ii. **No Breach of Contract:**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

iii. **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 Bidder, upon instructions by IITB, shall either:
 - demobilize; or
 - Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rate 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 5.26.

8.22 Resolution of disputes

IITB and the Bidder shall make every effort to resolve amicably, by direct informal discussions between the respective Project Managers of IITB and the Bidder, any disagreement or dispute arising between them under or in connection with the Contract. If IITB's Project Manager and the Bidder's Project Manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and IITB respectively. If after thirty days from the commencement of such discussions between the senior authorized personnel designated by the Bidder and IITB, IITB and the Bidder have been unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the Contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the Contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to engage one arbitrator. The two arbitrators engaged by the parties shall engage a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Bangalore. The arbitration proceedings shall be conducted in English language. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

8.23 Waiver

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

8.24 Violation of terms

IITB clarifies that IITB shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants,

obligations and representations contained in this RFP document. These injunctive remedies are cumulative and are in addition to any other rights and remedies IITB may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

8.25 Termination for Default

IITB may, without prejudice to any other remedy for breach of contract, by 60 calendar days' written notice of default sent to the SP, terminate the Contract in whole or in part:

- a) If the Bidder fails to deliver any or all of the Solution and services within the timeperiod(s) specified in the Contract, or any extension thereof granted by IITB; or
- b) If the Bidder fails to perform any other obligation(s) under the Contract.

In the event of IITB terminating the Contract in whole or in part, pursuant to above mentioned clause, IITB may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to IITB for any excess costs incurred for procurement of such similar goods or services. However, the bidder shall continue performance of the Contract to the extent not terminated.

8.26 Termination for Insolvency

IITB may, at any time, terminate the Contract by giving 90 calendar days' written notice to the Bidder, without any compensation to the Bidder, whatsoever if:

- i. The Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IITB.
- ii. The Bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the IITB.

8.27 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

8.28 Governing Language

The Contract shall be written in the language of the Bid i.e. English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language. English Language version of the Contract shall govern its implementation.

8.29 Applicable Law

The Contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of Courts at Bangalore (with the exclusion of all other Courts).

8.30 Prices

The prices quoted (as mentioned in Annexure 9- Commercial Bid Form submitted by the Bidder) for the solution and services shall be firm throughout the period of the Contract and shall not be subject to any escalation.

8.31 Deduction

Payments shall be subject to deductions (such as TDS) of any amount, for which the Bidder is liable under the agreement against this RFP.

8.32 Taxes and Duties

The prices quoted by the Bidder shall include all costs such as, taxes, levies, cess, excise, Octroi and custom duties, installation, commissioning, insurance if any, etc. as applicable in India, that need to be incurred. The Bidder has to quote the GST, Cess and any other applicable taxes in separate columns. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to IITB.

8.33 No Claim Certificate

The bidder shall not be entitled to make any claim whatsoever against IITB under or by virtue of or arising out of this Contract, nor shall IITB entertain or consider any such claim, if made by the Bidder after he shall have signed a "No Claim" certificate in favor of IITB in such forms as shall be required by IITB after all payments due to Bidder are made in full.

8.34 Rights reserved by IITB

- i. IITB reserves the right to accept or reject any or all Bids without assigning any reasons.
- ii. IITB reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, IITB will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by IITB and take any other action as may be deemed necessary.
- iii. IITB reserves the right to issue a fresh RFP at any time during the validity of the Contract period with the selected Bidder.

8.35 Subcontracting

Subcontracting of the work awarded to the selected Bidder in full or partial mode is not permitted under any circumstances.

8.36 Rejection of Bids

IITB reserves the right to reject any or all the Bids or scrap the bidding process at any stage till notification of award without assigning any reason. The Earnest Money Deposit in such event will be refunded by IITB. In case IITB scraps the bidding process, the RFP tender processing fees will also be refunded.

9 Annexures

Annexure 1: Pre Bid Query Format

If bidder, desiring to respond to RFP for KVLSI Training Partner for IITB, requires any clarifications on the points mentioned in the RFP, it may communicate with International Institute of Information Technology

Request for Proposal

Bangalore using the following format.

All questions received before the last Date and time for submission of Pre- Bid Queries stipulated in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, IITB may at its discretion, answer all such queries in the Pre-bid meeting.

S. No.	Page No.	Section point No.	RFP Clause	Remarks

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Request for Proposal

Annexure 2: Cover Letter

RFP for KVLSI Training Partner, IIITB/MINRO/2023/I01, 01-Aug-2023

Date:

To,
MINRO Center
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Sub: RFP for KVLSI Training Partner, IIITB/MINRO/2023/I01, 01-Aug-2023

Having examined the RFP documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide training services to IIITB as mentioned in RFP document in conformity with the said RFP documents in accordance with the Commercial Bid and made part of this RFP.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

We understand that the RFP floated by IIITB is a confidential document and we shall not disclose, reproduce, transmit or make it available to any other person.

We have read, understood and accepted the Terms/ Conditions/ Rules mentioned in the RFP.

Until a formal contract is prepared and executed, this RFP offer, together with IIITB's written acceptance thereof and IIITB's notification of award, shall constitute a binding contract between us.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We have never been barred/black-listed by any regulatory / Statutory Authority/PSU/Government undertaking in India.

We also understand that the whole bidding exercise may be scrapped without assigning any reason and it is acceptable to us.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We certify that we have provided all the information requested by IIITB in the format requested for. We also understand that IIITB has the exclusive right to reject this offer in case IIITB is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and IIITB reserves the right to reject the offer if anything is found incorrect.

Place:

Date:

Seal and signature of the bidder

Annexure 3: Confirmation of Eligibility Criteria

(On Bidder's Letter Head)

Date:

To,
MINRO Centre
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Reference: RFP for Software Development and Platform Support Services for National Tele-Mental Health Initiative, IIITB/MINRO/2023/I01, 01-Aug-2023

Ser	Eligibility Criteria Requirements	Supporting documents required
1	1. The Bidder should be a Government Organization/PSU/Public/Partnership/Private limited company or subsidiary thereof. 2. Individuals/ Freelance trainers	1. Certificate of Incorporation 2. Detailed profile
2	The Bidder/Group Company/ Subsidiary/ Parental Company should have been in operation for at least 2 years as on date of RFP. In case the current Bidder Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 2 years as on date of RFP.	Certificate of Incorporation
3	The Bidder/Group Company/ Subsidiary/ Parental Company financials.	Audited Financial Statements (Or) Certificate from the chartered accountant
4	The bidder should not have been blacklisted by any Government or PSU enterprise in India as on the date of the RFP.	Self-Declaration certified by authorized signatory of the bidder
5	The Solution is provided by the Bidder/Group Company/ Subsidiary/ Parental Company	Self-Declaration certified by authorized signatory of the bidder

Note:

- a. Bidders need to ensure compliance to all the eligibility criteria points.
- b. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
 - The decision of the IIITB shall be final and binding in this regard. Deviations will be grounds for disqualification. Bidder who meets all these criteria would qualify for the second stage of evaluation.

Request for Proposal

The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market. The decision of IITB shall be final and binding on all

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Request for Proposal

Annexure 4: Technical Bid format

Particulars to be provided by the bidder in the technical proposal

RFP for KVL SI Training Partner, IIITB/MINRO/2023/I01, 01-Aug-2023,

Ser	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution, Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address & Company website of the bidder	
5	Names and designations of the persons authorized to make commitments to IIITB	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Description of business and business background, Service Profile & client profile, Domestic & International presence, Alliance and joint ventures	

Declaration:

- 1 We confirm that we will abide by all the Terms and Conditions contained in the RFP.
- 2 We hereby unconditionally accept that IIITB can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.
- 3 All the details mentioned by us are true and correct and if IIITB observes any misrepresentation of facts on any matter at any stage, IIITB has the absolute right to reject the proposal and disqualify us from the selection process.
- 4 We confirm that this response, for the purpose of short-listing, is valid for a period of 270 days, from the date of expiry of the last date for submission of response to RFP.
- 5 We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that IIITB will have the right to disqualify us in case of any such deviations.

Place:

Date:

Seal and Signature of the bidder

Annexure 5: Statement of No Deviation from RFP Terms and Conditions

Date:

To,
MINRO Center
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Reference: RFP for KVLSI Training Partner, IIITB/MINRO/2023/I01, 01-Aug-2023

There are no deviations (null deviations) from the terms and Conditions of the RFP. All the terms and conditions of the RFP are acceptable to us.

Witness	Bidder
Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Address _____ _____	Address _____ _____
Company _____	Company _____
Date _____ _____	Date _____ _____

Company Seal

Annexure 6: Bidder's Past Experience

Date:

To,
MINRO Centre
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Reference: RFP for KVLSI Training Partner, IITB/MINRO/2023/I01, 01-Aug-2023

Ser	Client's Name	Client Vertical	Scope of Work	Number of sites & size of team	Client Contact Details alongwith contactperson name, designation, phone number & email id	Remarks	Supporting Document attached (PO & Credential Letter etc.) Yes/No

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Annexure 7: Commercial Compliance Certificate

Date:

To,
MINRO Centre
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Sub: RFP KVLSI Training Partner, IITB/MINRO/2023/I01, 01-Aug-2023

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as a bidder as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the prices are in conformity with the requirements prescribed.

I / We agree to abide by this bid for a period of 270 (Two hundred and seventy only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted by IITB, any time before the expiry of this period.

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

I / We understand that you are not bound to accept the lowest or any bid you may receive. I / We agree to the Terms & Conditions mentioned in the RFP document. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

I/ we agree that IITB reserves the right to renew the contract post completion of the 3-year period for additional two years at mutually agreed price.

Place:

Date: Seal and Signature of the Bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Annexure 8: Commercial Bid Form

Blank cells of the above table highlighted in green need to be filled in by the Bidder.

Training cost to be quoted per student. Quote for two cohort sizes – 60 and 100.

A) Any Other Cost

Ser	Cost Head (Training Cost, License fee, any other costs)	Cost Description	Total cost over 3 years (in INR)	Total cost over 3 years (in INR) (in words)
1				
2				
3				
4				
5				
6				

Blank cells of the above table highlighted in green need to be filled in by the Bidder.
If no other costs are to be considered, then please specify “Not Applicable”

Request for Proposal

Annexure 9: Authorization Letter to Attend - Bid Opening

Date:

To,
MINRO Centre
International Institute of Information Technology Bangalore
26/C, Electronics City Phase 1,
Hosur Road, Bengaluru,
Karnataka – 560 100

Dear Sir,

Sub: **RFP** No. KVLSI Training Partner, IIITB/MINRO/2023/I01, 01-Aug-2023

Mr./Ms. has been authorized to be represent the time of opening of above RFP
due on..... at..... on my/our behalf.

Yours faithfully

Place:

Date:

Seal and Signature of the Bidder

Copy to: Mr./Ms..... for information and for production before the
RFP

Opening Committee at the time of opening of Bids.

**Annexure 10: Performa for Performance Bank Guarantee
(To be stamped in accordance with stamp act)**

Reference No: _____

Date:

Bank Guarantee No: _____

To: _____

Against contract vide advance acceptance of the **RFP** No. KVLSI Training Partner, IITB/MINRO/2023/01, 01-Aug-2023 covering supply of (herein after called the said 'contract') entered into between International Institute of Information Technology Bangalore (herein after called the Purchaser) and _____ (herein after called the Vendor) this is to certify that at the request of the Vendor, we _____ (Name of the Bank), are holding in trust in favour of the Purchaser, the amount of Rupees

_____ (write the sum herein words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the Terms and Conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to the Purchaser.

We _____ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e. till _____ (viz. the date up to 12 months after the date of signing of the contract between the Vendor and the Purchaser) herein after called the said date and that if any claim accrues or arises against us _____ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be force able against us

_____ (Name of the Bank), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ (Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we _____ (Name of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

Request for Proposal

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suitor proceeding pending before any court or tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

We _____ (Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contractor to extend the time of performance by the Vendor from time to time or to postpone for any time from time to time any of the power exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we,

(Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and/or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of releasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Office Seal	(Authorized Signatory)
Place:	Name:
Date:	Designation:
	Mobile No:
	Business Address:

Annexure 11: Grievance Redressal Policy IITB

1. INTRODUCTION

The purpose of this policy is to outline the processes the institution uses to manage and respond to Vendor grievances. IITB believes in the philosophy of an open-door policy in the matter of redressal of vendors' grievances. An aggrieved vendor can address his grievance under this policy.

2. POLICY STATEMENT AND SCOPE

All Vendors must be treated in a fair and transparent way to redressal of grievance. This policy is a broad guideline for the grievance redressal mechanism which shall be modified/updated time to time.

3. OBJECTIVES

The objective of the Grievance Redressal Procedure is to provide an easily accessible machinery for settlement of grievances and to adopt measures as would ensure expeditious settlement of grievances of the vendor leading to increased satisfaction and resulting in improved quality work with the organization.

4. PROCEDURE

Types of Grievance

4.1 Pre-award grievance - Occurs when a Vendor is informed prior to the contract award announcement. Matters related to the under noted subjects will not be considered as grievances under this policy

- a. Tender Specification terms and conditions
- b. Evaluation Criteria
- c. Tender Evaluation process

4.2 Post award grievance- Matters related with the statutory provisions/permission etc. will not be considered as grievances under this policy and all such issues previously communicated to grievance committee shall also not be considered.

5. TIMELINES

- Pre-award grievance - Must be submitted within 3 days from the date of issuance of RFQ/Tender.
- Post-award grievance - Work Order/Purchase Order or actual cause of grievance when arrived.

6. GRIEVANCE RESPONSE TEAM:

The member of the grievance Team shall be:

- A member of MINRO, IIITB
- A member of Finance department of IIITB
- A member of the Administrative department of IIITB

7. GRIEVANCE RESOLUTION PROCESS

7.1 STAGE - I

A Member of MINRO, IIITB will receive and maintain the record of grievance and will forward the member of the concerned department for earlier resolution. The member should resolve the issues within 15 days from receipt of the grievance and intimate to the Grievance response team for onward submission to the vendor.

7.2 STAGE – II

If it is not resolved at the label of Stage-I/vendor is not satisfied with the reply of Stage-I committee, the vendor can raise a grievance to Stage-II committee within 3 days from the date of the communication.

Members of Stage-II Committee:

Chairman	Head, MINRO
Member 1	Dean(R&D)
Member 2	CAO
Member 3	CFO

The committee will examine and resolve the issue within 30 days from date of receipt of communication.

7.3 Appeal

In case the vendor is not satisfied with the resolution of grievance at Stage-II Level, the vendor may appeal to the Director, IIITB within 3 days from the date of communication of the committee of stage II decision.

The decision of the Director, IIITB will be communicated to the aggrieved vendor within a month of the receipt of his appeal and this decision shall be final and binding on the aggrieved vendor.