

निविदा आमंत्रण सूचना

NOTICE INVITING TENDER

SELECTION OF TRAINING PARTNERS
TO UNDERTAKE TRAINING COURSES OF
GOVERNMENT/UNIVERSITY APPROVED PROGRAMS
ACROSS INDIA

ISSUED BY:



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RAJASTHAN ELECTRONICS & INSTRUMENTS LTD.

“मिनी रत्न ” केंद्रीय सार्वजनिक क्षेत्र का उद्यम

(A “Mini Ratna” Central Public Sector Enterprise)

2, कनकपुरा औद्योगिक क्षेत्र, सिरसी रोड जयपुर – ३०२०३४

2, Kanakpura Industrial Area, Sirsi Road, JAIPUR – 302034

दूरभाष : ०१४१ – २४७००६२/ २४७१०८३/२८८८४००, फ़ैक्स – ०१४१ – २४७०१३९

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NOTICE INVITING TENDER

1	Name of Work	Tender Inviting for selection of Training Partners to undertake Training program of Government/University approved program like Pradhan Mantri Kaushal Vikas Yojana for Technical Institutes (PMKVY-TI), Employability Enhancement Training Programme (EETP), Employment through Skill Training and Placement (ESTP) under NULM, National Employability Enhancement Mission (NEEM), AICTE-Startup, Leadership Development Programs etc. across India
2	Area of Operation	Across India
3	Cost of NIT document	Rs. 500/- (Rupees Five Hundred Only) non refundable by way of Demand Draft (DD), NEFT, RTGS from Nationalized/ Scheduled Bank drawn in favour of Rajasthan Electronics and Instruments Limited, payable at Jaipur. (Exempted for MSME Units subject to submission of valid UAN certificate)
4	Security Deposit (SD)	The selected training partner has to furnish a Security Deposit (SD) of 5 % of the estimated value, in favor of REIL at the time of signing of MoU/Agreement. SD may be submitted by DD or BG from nationalized bank. The SD shall remain valid for a period, from the date of signing of MoU/Agreement as per clause mentioned 3.3 point no. 7. If Training Partner fails to start the activities within the time line, REIL will forfeit SD amount for that particular training partner. Note: Government institutions shall be exempted from SD.
5	Duration of the agreement	Two (2) years from the date of signing of the agreement.
6	Revenue sharing Pattern	Revenue sharing pattern will be confirmed by the training Partner, based on working scope
7	Invoicing	All the invoicing pertaining to the training activities and related projects shall be in the scope of REIL only.
8	Organization of Training	The training partner has to undertake the training program as per the guidelines of the respective training program issued by the government. Publicity, conducting training, Assessment, certification, placement etc as defined in the guidelines are in the scope of the Training partner.
9	Place of obtaining NIT documents	The NIT documents can be downloaded from the below mentioned website: https://eprocure.gov.in & www.reiljp.com
10	Period of Issue of NIT Documents/ downloading from website	From 29.04.2023 to 08.05.2023

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11	Pre Bid Meeting	Date: 03.05.2023, 11.30 AM Rajasthan Electronics & Instruments Limited, 2, Kanakpura Industrial Area, Sirsi Road, Jaipur – 302034
12	Last date for Receipt of NIT	08.05.2023 upto 15:00 Hrs
13	Selection mechanism	Quality cum Cost-Based Selection (QCBS)
14	Offer Validity	90 Days
15	Address to which NIT documents should be sent	Rajasthan Electronics & Instruments Limited, 2, Kanakpura Industrial Area, Sirsi Road, Jaipur – 302034 Tel: 0141-2470363 Tel: 0141-2888400
16	Date & Time of Opening of NIT	08.05.2023, 15:00 Hrs

Note: - REIL reserves the right to withdraw from the process or any part thereof without assigning any reason what so ever. No liability what so ever shall accrue to REIL in such event.

1.0 BACKGROUND**1.1 About REIL:**

Rajasthan Electronics & Instruments Limited (REIL), Jaipur is a rapidly growing “Mini Ratna” since 1997, Central Public Sector Enterprise (CPSE) under the administrative control of Department of Heavy Industry, Ministry of Heavy Industries and Public Enterprises, Government of India; with the aim to undertake manufacturing and development of professional grade electronic equipments and solutions in the area of Dairy, Renewable Energy and IT solutions. REIL won citation for Excellence MoU performance since signing the first in 2004-05 and Excellence in Electronics Award (MoC&IT, GoI) twice. The Company has also won the SCOPE Award for Excellence and Outstanding Contribution to the Public Sector Management Smaller Public Enterprises Category for the year 2006-2007. The Company also won National Energy Conservation Award-2012. REIL follows the ISO- 9001:2015 Quality Management System and ISO- 14001:2015 Environment Management System.

REIL is a professionally managed Company with sound track record. Its products are deployed in more than 2.5 Lakh villages and cities all over the country having deployment of more than 75MWp and over 4.00 Lakh nos. of solutions.

The Company is jointly promoted by the Government of India (51% share) and Government of Rajasthan (49% share through RIICO, Jaipur).

The USP of the Company lies in providing onsite service to rural/urban users through a network of 8 Regional Offices, 17 FMCs (Field Maintenance Centre) and 104 Sub-FMCs.

The products/ instruments widely accepted in the market includes EMT, Automatic Milk Collection unit, Smart-AMCU, Data processor Milk Collection Unit, Smart DP-MCU, Auto-EMT, DP-EMT, UMA, EWS, RMRD, RFID, IMMS, MILKO SCAN and other high end equipments.

REIL is in the business of SPV modules, systems, and applications, since 1985. It has capacity of producing over 19 MW of SPV modules. The Company has executed a largest off grid project of 11 MWp and installed SPV power plants at the Atal Seva Kendra at 9348 nos. of Panchayat Samities and Gram Panchayat to power up computer systems in rural areas.

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REIL had also executed a project for supply, Installation, Testing & Commissioning of approx. 178000 nos. of Solar Power Pack for Home Lighting in Rural areas.

REIL has also installed and commissioned 5 MW Grid connected SPV Power Plant at village – Rawara, Taluka Bap, District–Jodhpur (Rajasthan) which reflects our experience in Grid connected MW size Power Plants.

REIL is empanelled manufacturer under RHDS 2018-19 projects and has executed more than 4200 nos. of Solar PV Water Pumping systems in irrigation & drinking water schemes.

The Company functions with a Vision of **“To be the Leader in the Rural Sector for business area of Dairy Electronics, significant player in Renewable Energy & Electric Mobility and in related areas of Information Technology applications & Skill Development.”**

The product range of the Company addresses following segments.

- Renewable Energy,
- Agro-Dairy Electronics
- Information Technology
- New Project

REIL continues to be dedicated to its mission **“To put in efforts to meet the existing and emerging needs of customers and serve them through developing/ marketing and delivery of quality products and dependable after sales service”**.

Company is scaling up its operations and intends to spread business in industrial and commercial safety, Disaster Management, Road safety, Renewable Energy, IT/ITeS, Security & Surveillance, Electric Vehicle Charging (EVC), Dairy Electronics, Computer education, Soft Skills etc.

The Company has state of art infrastructure for Skill development and Training centre at its Shipra Path, Mansarover Office. Training infrastructure is available to carry out the skill development and training activities. At this location the Company has two smart class rooms and associated peripherals’ such as smart projector, Wi Fi enabled, board etc.. The classrooms have capacity of 40 & 30 students. A computer lab is also available equipped with computer systems, internet ready, smart projector etc and is backed up with appropriate UPS supply as well. A separate faculty room, counseling room, separate facility for male, female and disable is also available.

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1.2 About this NIT:

Industry is facing number of challenges with respect to availability of skilled and adequate manpower. Further Government is also putting its effort for skilling and ensuring employment to the trained manpower. To undertake such activities REIL invite proposals to undertake Training/Skill Development programmes.

Rajasthan Electronics & Instruments Limited (REIL) invites NIT from eligible training providers/program executers to undertake Training program of Government/University approved program like Pradhan Mantri Kaushal Vikas Yojana for Technical Institutes (PMKVY-TI), Employability Enhancement Training Programme (EETP), Employment through Skill Training and Placement (ESTP) under NULM, National Employability Enhancement Mission (NEEM), AICTE-Startup, Leadership Development Programs etc.

Government has focused for skilled manpower and their employment in various areas. REIL intend to address the opportunity in association with experienced and competent Technical Associates/Partners interested in providing training and placement in these areas and execution of related project.

1.3 Overview

- a) The Eligible Agencies will be working with REIL as Implementing Agencies (IA) for implementing Skill& Entrepreneurship Development and other training related activities of REIL (hereinafter called as “Implementing Agency”).
- b) The eligible bidders fulfilling eligibility criteria will be selected by REIL as per expertise of the Eligible Agency in respective domain of Skilling, Entrepreneurship Development related to various skill sectors. REIL will provide ranking based on scores obtained in the evaluation criteria.
- c) Interested and eligible parties under the NIT, shall be required to submit copy of each required documents before the last date & time given in this EOI documents.
- d) After scrutiny of NIT, REIL shall shortlist the eligible applicants as per the Company procedure and practice.
- e) REIL has regional offices across the country and the selected channel partners shall work under these Head Office/Regional Offices wherever necessary after mutual discussion.

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- f) The selection of the Implementing Agencies do not in any way commit or otherwise obliges REIL to provide Work Order for Projects.
- g) REIL reserves the right to accept or reject any or all NIT without assigning any reason thereof. The issue of this NIT document does not in any way commit or otherwise obliges REIL to proceed with all or any part of NIT process.

2.0 SCOPE OF WORK

2.1 FOR TRAINING PROVIDER:

Detail scope of work or subsequent terms and conditions for the project will be as per the requirements of training Program or project as per guideline (as amended from time to time), however broad scope of work is as follows:

1. The selected Training Providers will work with REIL to undertake various skill developments, capacity building and other related activities.
2. The Training Providers along with REIL will work together for various Tenders, EOI and RFQ published by Government Agencies, Corporate Organizations etc. and will prepare the proposal for onward submission.
3. Follow the course content/ curriculum as per the guidelines.
4. Training space and all infrastructures including hardware in line with the guideline.
5. Document preparation and distribution to the participants.
6. Mobilizes the student/participants etc. to undertake the courses
7. Arrangement of capable faculty for conducting respective courses.
8. Placement of participants in line with the guideline
9. Training kit, Certificates (if required) arrangement and distribution to participant as per the guidelines.
10. Preparation of all the papers/documents and submission to the respective department as per their requirement.
11. Completion of the training formalities and payment realization

2.2 SCOPE OF WORK FOR REIL:

1. Administrative and supervision control
2. Commercial activity

3.0 INSTRUCTION TO BID

3.1 Submission of Bid

1. Rajasthan Electronics and Instruments Limited, a central public sector undertaking, joint venture of Government of India and Government of Rajasthan (“REIL” or the “Company”). REIL plans to select Training Partners (TP) for execution of related state and central government skilling/training projects. Eligible Bidders are advised to read this document in detail and assess their capabilities before submission of Notice Inviting Tender.
2. Joint Venture, Consortium or Association is allowed in this bid.
3. If the Contractor is a partnership or a consortium, than agreement must be signed by all partners or consortium members.
4. All the Bidders meeting the eligibility criteria defined under this Notice Inviting Tender (NIT) shall be short-listed for further process. REIL may select one or more training partners against this NIT. If required for smooth execution of project, work can be split in ratio of 70:30 or 50:30:20 or any other ratio subject to maximum allotment to L1 Party.
5. Interested bidders may download the Notice for NIT document from the website of the Company **www.reiljp.com** and **e-proc**. The prospective agencies desirous of participating may view and download the document free of cost from the website of REIL. However bidders need to submit the document fee of Rs. 500/- (Rupees Five Hundred Only) through DD/NEFT/RTGS in favour of Rajasthan Electronics & Instruments limited payable at Jaipur from any nationalized bank, and submit its copy along with the response (Exempted for MSME Units subject to submission of valid UAN certificate). The proposals received without the NIT document fees will result in rejection of the proposal. **The proposal is to be submitted online through e-Procurement portal only.**
6. Interested Agencies/Training partner may submit their NIT through e-proc by providing all the necessary documents in English as specified in this document for each of the qualifying criteria as proof of meeting the Eligibility criteria and formats.
7. The NIT document should also be submitted in a sealed cover (only technical bid) and reach the following address by 15:00 hours on or before 08.05.2023. Any submission

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beyond the stipulated time will be summarily rejected. REIL reserves the right to extend the time period for submission of proposals.

8. Offer shall be valid for 90 days from the date of bid opening.
9. **OPENING OF BID:** Opening of bid will be done at time and date notified in the bid.
The decision of the evaluation committee on technical suitability shall be final & binding.
10. The two-stage procedure shall be adopted that will proceed as follows:
11. The first stage proposal will consist of Technical Bid & second stage will be the Commercial Bid. Commercial Bids of only technically qualified Bidders based on evaluation of the Technical Bid shall be opened. A decision as to whether or not a Bidder will be technically qualified will be based on the Bidder's experience, financial standings, technical and general capabilities as demonstrated by Bidder's response to the requirements of this RFP document.

Commercial Bids is not to be submitted in the hard copy proposal, it is accepted only through E Proc only.

12. The selection will be done on Quality cum Cost-Based Selection (QCBS)
13. The payment will be released once received from the department on back to back basis, any deduction or penalty imposed will be passed on to the vendor.
14. Procedure for submission of proposal in hard copy (Only Technical Bid)

The hard copy of the proposal duly sealed and signed is required to be submitted on or before the due date along with the tender fee in a sealed envelope, with clearly mention

PROPOSAL FOR NIT	
Tender Inviting for selection of Training Partners for undertaking state and central government projects	
DUE ON 08 .05.2023, 15:00 HRS.	
NOT TO OPEN BEFORE 08.05.2023, 15:00 HRS .	
TO	RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, 2, KANAKPURA INDUSTRIAL AREA, SIRSI ROAD, JAIPUR – 302 034
FROM	(NAME AND ADDRESS OF THE BIDDER)

15. REIL reserves the right to withdraw this NIT or reject the whole/part of any/all bids received, without assigning any reasons.

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16. GST exempted organization should submit exemption certificate.
17. Violation in any terms & conditions of this NIT is not allowed.
18. REIL reserves the rights to call for any additional information/documents from the bidders and same shall be submitted by the bidders within given time period
19. REIL will share business opportunity with the selected Training provider.
20. No Near Relative Clause

The bidder should give a certificate that none of his/her near relative is working in REIL as defined below along with their technical bid as per Annexure-5. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. In case of Trust /Society, certificate will be given by working president .Due to any breach of these conditions by the Company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and REIL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the REIL Tenders. The near relatives for this purpose are defined as:- (a) Members of a Hindu undivided family. (b) They are husband and wife. (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

3.2 Eligibility Criteria

The participation in the NIT is invited from reputed Parties/ Trust/Societies who meet all the following criteria.

- i. The Lead Firm/Bidder should be a Company registered under the Indian Companies Act, 1956 or Companies Act, 2013.

Or

The Lead Firm/Bidder should be a Firm/LLP/Proprietorship/Trust/Society.

In case of a consortium, registration certificate, agreement & all relevant documents of their partnership of all the consortium members shall be provided.

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- ii. The Lead Firm/Bidder should have a minimum average turnover of Rs. 100 Lakh or above in last 3 financial years (2019-20, 2020-21 and 2021-22).
- iii. The Lead Firm/Bidder should have a valid PAN number & GST number
- iv. The Bidder should have valid NSDC'S Accredited Centre/S to Be Affiliated Training Partners (ATP). In case of Consortium, any one firm in the Consortium should have NSDC's Accredited Centers.
- v. The ATP should have experienced to provide capacity building /training not less than 1000 participants/youths in last three years. The ATP should have provided placement to not less than 700 participants in last 3 year in relevant sectors as per Government/NSDC guidelines.
- vi. Necessary manpower to complete the works assigned, with documentary evidence for the same to be submitted along with this NIT.
- vii. The Lead Firm/Bidder should have established office and/or other infrastructure in the respective state.
- viii. The Lead Firm/Bidder should have minimum 5 (Five) established office/training infrastructure in respective state.
- ix. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on the due date for submission of bid. Self Certificate on Rs. 50/- Non Judicial Stamp for Eligibility Criteria.

In the case of Consortium, all firms in the consortium must provide similar declaration on Rs. 50/- Non Judicial Stamp for Eligibility Criteria.
- x. Preference will be given to the REIL registered vendors.

3.3 General Instructions

1. Selected Bidders/Training Partners (TP) shall agree to work in the respective state/states only in which applied for.
2. The bidder shall be required to make presentations related to the information sought in response to this NIT, if so requested by REIL.
3. The bidder shall bear all the costs for participation in the bid process including preparation of responses to the NIT and must be ready to undertake this activity on its own.
4. The bidder should not have been blacklisted by any ministry from the country, Government department or customer of the Central of state Government of the country. This undertaking becomes the part of the Cover-note.

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4. Any false information provided in the NIT with respect to citations, Projects handled, Office locations or any other information – if found out incorrect by REIL, would lead to disqualification of the bidder and other suitable penal actions.

6. This NIT does not constitute and will not be deemed to constitute any commitment on part of REIL for any purchase/work order.

7. Security Deposit (SD)

Within Fifteen (15) days from date of the issue of notification of award by the Purchaser, the bidder, shall furnish Security Deposit to the Purchaser for an amount equal to five percent (5%) of the total value of the contract, valid up to 60 days after the date of completion of work / all contractual obligations by the bidder.

The Performance security shall be denominated in Indian Rupees.

It shall be in any one of the forms namely Account Payee Demand Draft drawn from any nationalized/scheduled bank in India or Bank Guarantee issued by a nationalized/scheduled bank in India, in favour of the Purchaser. The validity of Bank Guarantee will be for a period up to sixty (60) days beyond respective Warranty Period.

In the event of any failure /default of the supplier with or without any quantifiable loss to the Purchaser the amount of the Security Deposit is liable to be forfeited. The Purchaser may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Purchaser.

8. In case of any ambiguity/ dispute in the interpretation of any of the clauses in this NIT Document, REIL interpretation of the clauses shall be final and binding on all Applicants/parties

9. **EXCLUSIVITY:**

During the validity period of MoU, unless with the previous written consent of the other Party to the contrary, the Parties shall not enter into any similar agreement/ Memorandum of Understanding of any nature in respect of the Project and/ or discuss matters concerned under this Agreement, either directly or indirectly or through its subsidiary/ associate or otherwise with any other party (ies).

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3.4 Payment terms and condition

- a) All the funds will be received in the REIL account, and REIL will make the payment to its Training Partner bank account only, as per the milestones, terms & condition and MoU after deducting the % offering to REIL.
- b) Payment to the Training partner will be released only on receipt of payment in the REIL account from the respective agency/department on completion of each stage of the project.
- c) Training Partner will raise the invoice to REIL for payment on completion of agreed milestones for release of payment.
- d) All taxes and duties if any will be applicable, GST exempted organization should submit exemption certificate.
- e) Any discrepancy found in financial audit/verification of statement to REIL must be corrected and payment to be revised accordingly.

3.5 Disqualification

1. REIL shall not consider for the purpose of qualification, NIT, which is found to be incomplete in content and/ or attachments and/ or authentication, etc.
2. Without prejudice, a sole Firm or a consortium may be disqualified and its NIT dropped from further consideration for, but not limited to, any of the reasons listed below:
 - Failure by the parties mentioned above to provide necessary and sufficient information required to be provided in the NIT; (or)
 - Parties convicted by a Court of law; (or)
 - Parties against whom any adverse order has been passed by a regulatory authority that casts a doubt on the ability of the party to manage large works.

3.6 Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

3.7 Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable and confirmed in writing. The procedure will also provide the sender of the notice, the

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proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

3.8 Resolution of disputes

Except as hereinbefore provided, any dispute arising out of this Agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on both parties. The venue of arbitration shall be at Jaipur, Rajasthan and the arbitration proceedings shall take place under the Indian Arbitration Act, 1996.

3.9 Applicable Law

This contract and its validity, interpretation and performance will take effect and be governed under the laws of India. Venue in any action in law or equity arising from the terms and conditions of this contract shall be the court of appropriate jurisdiction in Jaipur, Rajasthan (India).

This contract and its validity, interpretation and performance will take effect and be governed under the laws of India. Venue in any action in law or equity arising from the terms and conditions of this contract shall be the court of appropriate jurisdiction in Jaipur, Rajasthan (India).

3.10 Risk and Cost

Risk and Cost the event of failure on the part of the vendor in the services, which is required in view of the pending orders, REIL shall be entitled to cancel the remaining work order and take the services through other sources at risk and costs of the vendor.

3.11 The bidder may be terminated /exited from the contract and can be further blacklisted by REIL, any one of the following reasons, if the bidder at any stage of the tender i.e. tender process, tender award, and tender execution:

- i. Any misinformation, misrepresentation, breach or violation of the terms of this Agreement by either of the Parties;

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- ii. If the bidder deviates from or not fulfills his scope of work in the given timeline in the award.

3.12 Indemnity

REIL and the Supplier/Bidder will indemnify, defend, and hold harmless each other and its divisions, successors, subsidiaries and affiliates, the assigned of each and their directors, officers, agents and employees from and against all liabilities, claims, losses, and damages of any nature, including, without limitation, all expenses (including attorney's fees), cost, and judgments incident there to REIL and REIL's obligations under this indemnity will survive the expiration, termination, completion or cancellation of this Contract or an order hereunder.

3.13 Exclusivity

During the validity period of Agreement, unless with the previous written consent of the other Party to the contrary, the Parties shall not enter into any similar agreement/ Memorandum of Understanding of any nature in respect of the Project and/ or discuss matters concerned under this Agreement, either directly or indirectly or through its subsidiary/ associate or otherwise with any other party (ies).

3.14 Integrity pact

Bidder need to submit signed Integrity pact attached as annexure.

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4.0 APPENDICES

Appendix I

Covering letter from the Bidder (To be submitted on Bidder's Letter Head)

Reference:

Date: __/__/2023

Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area,
Sirsi Road,
JAIPUR – 302034

Subject: Tender Inviting for selection of Training Partners to undertake Training program of Government/University approved program like Pradhan Mantri Kaushal Vikas Yojana for Technical Institutes (PMKVY-TI), Employability Enhancement Training Programme (EETP), Employment through Skill Training and Placement (ESTP) under NULM, National Employability Enhancement Mission (NEEM), AICTE-Startup, Leadership Development Programs etc. across India.

Dear Sir,

This is to notify you that our Company/Trust/Society intends to submit a proposal in response to the NIT for “Tender Inviting for selection of Training Partners to undertake Training program of Government/University approved program like Pradhan Mantri Kaushal Vikas Yojana for Technical Institutes (PMKVY-TI), Employability Enhancement Training Programme (EETP), Employment through Skill Training and Placement (ESTP) under NULM, National Employability Enhancement Mission (NEEM), AICTE-Startup, Leadership Development Programs etc.” in India

Primary and Secondary contacts for our Company / Trust / Society are:

Name	
Title	
Company Name	
Address	
Phone	
Mobile	
E-mail Id	

We confirm that the information contained in this response or any part thereof, including appendix, exhibits, and other documents and instruments delivered, or to be delivered to REIL is true, accurate, verifiable and complete.

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This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favours our company in the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, We further undertake that our Company is never black-listed by any Ministry, Government Departments/PSUs of the Central or State Government of the country.

We agree to abide by the terms and conditions set forth in this NIT.

(Signature)

(Name)

(Designation)

Authorization Letter
(To be submitted on Bidder's Letter Head)

Reference:

Date: __/__/2023

Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area,
Sirsi Road,
JAIPUR – 302 034

Subject: Tender Inviting for selection of Training Partners to undertake Training program of Government/University approved program like Pradhan Mantri Kaushal Vikas Yojana for Technical Institutes (PMKVY-TI), Employability Enhancement Training Programme (EETP), Employment through Skill Training and Placement (ESTP) under NULM, National Employability Enhancement Mission (NEEM), AICTE-Startup, Leadership Development Programs etc across India.

Dear Sir,

With reference to above mentioned NIT, _____ (Name of person who is authorize to sign), _____ (Designation), is authorize to sign the above mentioned tender document on behalf of the Company for “Tender Inviting for selection of Training Partners to undertake Training program of Government/University approved program like Pradhan Mantri Kaushal Vikas Yojana for Technical Institutes (PMKVY-TI), Employability Enhancement Training Programme (EETP), Employment through Skill Training and Placement (ESTP) under NULM, National Employability Enhancement Mission (NEEM), AICTE-Startup, Leadership Development Programs etc. across India.

Signature of _____ (Name of person who is authorized to sign) is attested below.

Thanking You,

Yours faithfully,

Name
Designation

Signature of _____ (Name of person who is authorized to sign)

Training partners/Agency Details
(Declaration on letter head)

STATE IN WHICH INTERESTED FOR TRAINING PARTNER: _____

(If applying for more than one state respective eligibility criteria need to be fulfilled and evidences are required to be submitted separately for each state) Use separate sheet for state

SN	Particulars	Details
1.	Name of Training Partner/Agency	
2.	Details of Training Partner/Agency Status	
3.	Authorized Signatory name	
4.	Authorized signatory designation	
5.	Authorized signatory Contact address	
6.	Authorized signatory Phone number and Mobile No	
7.	Authorized signatory E-mail address	
8.	Type of agency	
9.	Registration Number, date and place of registration	
10.	PAN Card Number	
11.	GST exempted organization should submit exemption certificate.	
12.	Copy of trade license/sales tax registration/IT registration/ GSTN	
13.	Name of Primary contact person for communication	
14.	Primary contact person phone no/Mobile No.	
15.	Primary contact person E-mail address	

Signature:

Name:

Designation:

(Authorized Representative and Signatory)

(Organization Seal)

Date:

NIT No.: REIL/TR/NIT/2023-24/23008

Appendix 4

UNDERTAKING

(To be submitted on Non Judicial Stamp)

Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area,
Sirsi Road,
JAIPUR – 302 034

Subject: Tender Inviting for selection of Training Partners to undertake Training program of Government/University approved program like Pradhan Mantri Kaushal Vikas Yojana for Technical Institutes (PMKVY-TI), Employability Enhancement Training Programme (EETP), Employment through Skill Training and Placement (ESTP) under NULM, National Employability Enhancement Mission (NEEM), AICTE-Startup, Leadership Development Programs etc. across India.

Ref.: REIL/TR/NIT/2022-23/23008

With reference to above tender, we _____(Name of the firm/bidder) hereby certify that we have not been banned /de-listed/ blacklisted/ debarred from business by any PSU/ Govt. Department in last three years.

Thanking You,
Yours faithfully,

Name of the Authorized Signatory
Designation

NIT No.: REIL/TR/NIT/2023-24/23008

Appendix 5

“UNDERTAKING OF NO NEAR RELATIVE” (To be submitted on Bidder’s Letter Head)

To

Date: __/__/2023

Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area,
Sirsi Road,
JAIPUR – 302 034

Dear Sir,

I.....S/o..... R/o.....
hereby certify that none of my relative’s) as defined in the tender document is/are employed
Electronics & Instruments Limited (REIL) as per details given in tender document. In case at
any stage, it is found that the information given by me is false/incorrect, REIL shall have the
absolute right to take any action as deemed fit/without any prior intimation to me.

On behalf of company

Name and Designation

Financial Details
(Declaration by Chartered Accountant on the Letter head)

To whomsoever it may concern

On the basis of audited financial statements, we hereby certify that (Name of Agency) having registered office at (Office address) has an minimum average annual turnover of ₹ 100 lakh or more in last three years. The details of annual turnover are mentioned below:

Amount in Rs. Lakh

S.N	Financial Year	Annual Turn Over
1	2019-20	
2	2020-21	
3	2021-22	

(Chartered Accountant):

Signature

Name:

Registration No:

Contact No.

Seal

Date:

Eligibility criteria checklist

(Bidder must have to submit NIT documents as per the below checklist, any shortcoming in the document submission, will not be considered and proposal will be rejected.)

(If applying for more than one region respective eligibility criteria need to be fulfilled and evidences are required to be submitted separately for each state)

SN	Eligibility criteria	Supporting documents Required	Documents Attached (Yes/No)/Page No
1	The bidder should be a company registered under the Indian Companies Act, 1956 or Companies Act, 2013. Or The bidder should be a Firm/LLP/ Proprietorship/Trust/Society.	Certificate of Incorporation In case of a consortium, registration certificate of all the consortium members shall be provided.	
2	The bidder should have a valid PAN number & GST number	PAN Card & GSTIN	
3	The Lead Firm/Bidder should have a minimum average turnover of Rs. 100 Lakh or above in last 3 financial years (2019-20, 2020-21, 2021-22).	CA Certificate With UDIN number	
4	The bidder (Lead bidder or partner) should have valid NSDC'S Accredited Centre/S To Be Affiliated Training Partners (ATP). In case of Consortium, any one firm in the Consortium should have NSDC's Accredited Centers.	Document/ Certificate	
5	The ATP should have experienced to provide capacity building /training not less than 1000 participants/youths in last three years. The ATP should have provided placement to not less than 700 participants in last 3 year in relevant sectors as per Government/NSDC guidelines.	Documents - clearly marked the experience and placement (List, Work order, Placement evidences etc.)	
6	Necessary manpower to complete the works assigned, with documentary evidence for the same to be submitted along with this NIT.	List of Manpower with qualification	
7	The bidder should have established office and/or other infrastructure in India.	Necessary Documents or undertaking	
8	The Lead Firm/Bidder should have minimum 5 (Five) established training infrastructure in respective state.	Details including Name ,address, Contact etc	
9	Cover Letter	Appendix 1	
10	Authorization Letter	Appendix 2	
11	Training partners/Agency Details	Appendix 3	

NIT No.: REIL/TR/NIT/2023-24/23008

SN	Eligibility criteria	Supporting documents Required	Documents Attached (Yes/No)/Page No
12	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on the due date for submission of bid. In the case of Consortium, all firms in the consortium must provide similar declaration on Rs. 50/- Non Judicial Stamp for Eligibility Criteria.	Appendix 4	
13	No Near Relative	Appendix 5	
14	Financial Details	Appendix 6	
15	Eligibility criteria checklist	Appendix 7	
16	Bank details of e – payment	Appendix 8	
17	Financial Details	Appendix 9	
18	Quality and cost-Based Selection (QCBS)	Appendix 10	
19	Region Wise State / UT Details	Appendix 11	
20	Draft MoU	Appendix 12	

For and on behalf of:

Signature:

Name:

Designation:

(Authorized Representative and Signatory)

(Organization Seal)

Date:

Bank details of e - payment

- 1. Name & Address** : Rajasthan Electronics & Instruments Ltd., Jaipur
2 Kanakpura Industrial Area Sirsi Road, Jaipur
- 2. Contact No.** : Tel: 0141-2470908
Tel: 0141-2888400
- 3. Name of the bankers** : Punjab National Bank, Mid Corporate Branch, M. I. Road,
Jaipur (Raj.)(Branch Code 0221)
- 4. MICR Code No.** : 302024003
- 5. Bank Account No.** : 02210087000000152 (Cash-Credit account)
- 6. RTGS/IFSC Code No.** : PUNB 0022100
- 7. PAN No.** : AABCR1528G
- 8. GST No.** : 08AABCR1528G1ZL

Financial Deatils

SN	Work	State (Refer Appendix 11)	% Offering to REIL (quote in percentage only)
1	Training program of Government approved program like Pradhan Mantri Kaushal Vikas Yojana for Technical Institutes (PMKVY-TI), Employability Enhancement Training Programme (EETP), Employment through Skill Training and Placement (ESTP) under NULM, National Employability Enhancement Mission (NEEM), AICTE-Startup, Leadership Development Programs etc. across India		

Note:

1. Financial details need to be submitted through online mode only.
2. State wise % offering to REIL will be provided by the bidder (Separate sheet to be provided of % offering to REIL, if more than one state bidder wants to apply)
3. Bidder can apply in one or more than one state, meeting the eligibility criteria
4. The % offering to REIL should be within the range of 7.5% to 15%.
5. Any offering not within this range will be treated as non serious bidder and may not be considered.

Appendix 10
Quality and cost-Based Selection (QCBS)

SN	Quality Parameter	Marks	Score
1	The bidder should be a company registered under the Indian Companies Act, 1956 or Companies Act, 2013. Or The bidder should be a Firm/LLP/Proprietorship/Trust/Society.	5	
2	The bidder should have a minimum average turnover in last 3 year		
	Rs.500 Lakh or above	5	
	Rs. 300 Lakh to 500 Lakh.	4	
	Upto Rs. 300 Lakh	3	
3	The bidder should have valid NSDC'S Accredited Centre/S To Be Affiliated Training Partners (ATP) In the case of consortium, any of the firm in consortium should have NSDC'S Accredited Centre/S To Be Affiliated Training Partners (ATP).	5	
4	No of years of experience of the bidder in skill development		
	> 10 Years	5	
	Between 5 years to 10 Years	4	
	< 5 Years	3	
5	The ATP should have experienced to provide capacity building /training not less than 1000 participants/youths in last three years. The ATP should have provided placement to not less than 700 participants in last 3 year in relevant sectors as per Government/NSDC guidelines.		
	Trained > 1000	5	
	Trained < 1000	3	
6	Bidder experience of training in number of state		
	> 5 State	5	
	< 5 State	3	
7	Total manpower to complete the works assigned.		
	> 20 Numbers < 20 Number	5 3	
8	Whether the bidder (Lead Bidder/Partner) is registered in REIL.	5	
9	The bidder should have established office and/or other infrastructure across India	5	

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SN	Quality Parameter	Marks	Score
10	The Lead Firm/Bidder should have established training infrastructure in respective state.	5	
	≥ 5 training infrastructure	5	
	< 5 training infrastructure	3	
11	Presentation and technical discussion on execution of the project <ul style="list-style-type: none"> Detailed Project Understanding Approach & Methodology Implementation Strategy Support Plan 	10	
TOTAL		60	

Note : The bidders with more than 70 % marks will be treated as technically qualified and their financial proposal will be opened for further evaluation.

Evaluation and Comparison of Financial Bids

Bids shall be evaluated to find out highest ranked bidder, for which Quality Cost based Selection (QCBS) approach will be followed. The weightage of technical & Financial scored will be 60:40.

Ranking of Bidders

The Technical and financial scores secured by each bidder will be added using weightage of 60% and 40% respectively to compute a composite bid score using the following formula.

Determining Financial Score

The lowest NEFP (Net Evaluated Financial Price) is then given a maximum score of 100 points. This is then used as a basis to calculate the score of the other financial proposals. The financial score for each proposal is inversely proportional to its NEFP, that is, the higher the NEFP, the lower the financial score. The financial score is computed as follows:

NEFP of the highest percentage proposal = 100 points

Each other NEFP = 100 points x $\frac{\text{NEFP of the proposal under considerations}}{\text{NEFP of the highest percentage proposal}}$

Determining Final Score (FS)

FS = Technical Score * 60% + Financial Score * 40%

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- Once the final scores for each proposal have been calculated, bidder can be ranked from highest to lowest. After the final ranking, the highest-ranked bidder will be awarded for the project.
- In the event two or more proposals have the same scores in the final ranking of proposals, the proposal with the highest technical score will be ranked higher and the next highest technical score will be ranked lower

Award of Contract

1. Contract shall be awarded to highest ranked bidder based on the final score, state wise.
2. The contract can be distributed to more than one bidder after due negotiation in line with the H1 bidder, state wise.
3. For smooth and timely execution of project, work shall be split in ratio of **70:30 or 50:30:20** subject to maximum allotment to H1 Party, state wise. The Company has reserve right to distribute the order.

STATE / UT DETAILS

SN	State/UT
1	Andhra Pradesh
2	Arunachal Pradesh
3	Assam
4	Bihar
5	Chhattisgarh
6	Goa
7	Gujarat
8	Haryana
9	Himachal Pradesh
10	Jharkhand
11	Karnataka
12	Kerala
13	Madhya Pradesh
14	Maharashtra
15	Manipur
16	Meghalaya
17	Mizoram
18	Nagaland
19	Odisha
20	Punjab
21	Rajasthan
22	Sikkim
23	Tamil Nadu
24	Telangana
25	Tripura
26	Uttar Pradesh
27	Uttarakhand
28	West Bengal
29	Andaman and Nicobar Islands
30	Chandigarh
31	Dadra and Nagar Haveli and Daman and Diu
32	Jammu and Kashmir
33	Ladakh
34	Lakshadweep
35	Delhi
36	Pondicherry

(To be signed on Non Judicial Stamp Paper)

[If the Contractor is a Joint Venture, Consortium or Association, then agreement must be signed by all partners or consortium members.]

Draft MoU

MEMORANDUM of UNDERSTANDING (MoU)

BETWEEN

RAJASTHAN ELECTRONIC & INSTRUMENTS LIMITED JAIPUR

(REIL)

&

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this day of _____ 2023 between **RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, (REIL)** a Company registered under the provision of act 1956, 2013 and having its Registered Office at Kanakpura, Industrial Area, Jaipur, Rajasthan-302034, hereinafter called REIL (which expression unless excluded by or repugnant to the context shall include the successors-in-office and assign) of the **FIRST PART.**

AND

-----,
which expression unless excluded by or repugnant to the context shall include the successors-in-office and assign) of the **SECOND PART.**

1. REIL, a “Mini-Ratna” Central Public Sector Enterprise under administrative control of Ministry of Heavy Industries & Public Enterprise, Government of India, is working in the areas of Agro Dairy Electronics, Renewable Energy and Information Technology solutions across the Country in domestic and overseas market.
2. The Company aims to diversify and contribute significantly in the areas of Skill development program under various Government initiatives and provide Education & Training in the areas of Information Technology, Electronics, Renewable energy and Industrial Safety, by way of creating state of art infrastructure, facilities and industry exposure for the trainees and employees.
3. ----- is a Company ,Government registered trust / Society engaged in Training to meet industry and government sector needs and awards certificate of courses.
4. Both the parties believe that collaboration between them will promote more effective use of their resources, and provide each of them with enhanced opportunities for promoting excellence in Education that will benefit the Industries, youths and fulfil the gap of skilled and trained manpower for the industries while bringing livelihood for the masses.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES:**Objectives and Scope of the Memorandum**

Both parties will jointly identify areas of co-operation and draw up detailed plans for the same. This MoU establishes a framework for execution of a project between parties under various development program and guidelines. It sets out the role and responsibilities of each of the parties for achievement of common objectives of development program. Both parties believe that close co-operation between the two would be of major benefit to the industrial manpower to enhance their skills and knowledge in the field of Industrial and Commercial areas.

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The areas of co-operation would include, but not be limited to:

1. To work together and promoting excellence in Education in line with the legal provision and various initiatives of Government of India (GoI) & Government of Rajasthan (GoR), benefiting the youths and Industrial manpower in order to bridge the gap and make them industry ready.
2. To provide available facilities to each other as available for the benefit of the Industrial Manpower and the faculty.
3. ----- shall utilize the knowledge of REIL to cater training needs of Industrial, Commercial and Institutional organizations.
4. ----- being an expert in the areas of various skill training and REIL as established industry may effectively design and introduce training programs in line with the industry requirement and on latest/upcoming technology so that the manpower fit into the industrial scenario meaningfully.
5. To provide hands on/practical training and industry exposure of manpower in above requirement and to jointly define norms for recognition of competency. This will build the confidence and prepare the manpower to have a smooth transition from academic to working career.
6. Providing administrative support will be in REIL scope and follow the government instruction in respect of course contain, faculty arrangement, placement and providing certification/document will be in the scope of----- .
7. This MoU is applicable for conducting various training program and related projects by ----- and REIL.

(Exchange of Information and Documents)

The Parties agree to undertake an exchange of relevant information and documents, subject to such restrictions and arrangements as may be considered necessary by either Party to preserve the confidential nature of certain information and documents.

(General Conditions)

1. **Financial Contribution:** The present Memorandum does not create any financial obligations per se. The implementation of activities and projects envisaged in this Memorandum will depend on the availability of the necessary financial resources and will be made in accordance with the regulations, rules, instructions, directives and procedures in force for the Parties.

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2. **Liability and Status:** Nothing in or relating to this Memorandum will be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement, or other similar relationship between the Parties.
3. **Conformity with Laws:** The Parties will respect the laws of India in which they operate.
4. **Assignment:** The Parties will not assign, transfer, pledge or make other disposition of the present Memorandum or any part thereof or of any of their rights, claims or obligations under the present Memorandum except with the prior written approval of the other part. Any of the aforementioned actions taken without such written approval will not be valid.
5. **Confidentiality:** It is agreed and understood that data, know-how and other such proprietary information that was provided or will be provided by either party, will remain confidential.

(Governing Law and Settlement of Disputes)

1. The present Memorandum will be construed in accordance with general principles of law of India.
2. Any dispute, which could not be settled by the Parties through amicable settlement, shall be finally referred to arbitration of two arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on both parties. Arbitrator shall be appointed by the parties on mutual MoU or, in the absence of any such MoU among the parties as per the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the Rules made there under as applicable in India
3. This agreement shall be subject to Indian Laws and disputes, if any, shall be subject to the jurisdiction of the courts at Jaipur.
4. Any matter not covered specifically in this agreement may be settled by mutual discussions and addendum to the agreement in writing thereupon.

(Force Majeure)

No failure or omission by any of the parties to perform any of the terms and conditions under this MoU shall give rise to any claim against such party or be deemed breach of this MoU, if such failure or omission arises from an act of God, war or military operations, national or local emergency, natural disasters (fire, lightening, flood or such similar disasters), or any other reason which lies outside the control of the Parties.

(Final Provisions and Duration)

1. This Memorandum will take effect upon its signature by the authorized representatives of the Parties.

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2. This Memorandum is concluded for an initial period of two years as of the date of signature by the Parties, and it may be renewed, following mutual consultation, by exchange of letters for a two-year period or such other period as the Parties may decide.
3. Both parties will nominate its nodal officers for an easy and smooth implementation of MoU.
4. This Memorandum may only be changed, modified, amended or supplemented by written agreement of the Parties.
5. The legal relations established by this agreement between _____ and M/s Rajasthan Electronics and Instruments Limited, Jaipur shall terminate with the end of the completion date of the program or MoU.
6. Any party wanting to terminate this MOU shall give 60 days' notice in writing to the other parties. In the event of Termination, both the parties have to discharge their obligations to the manpower/participants already undergoing training/internships/placement under this MoU.

SIGNED, SEALED AND DELIVERED.

(Authorized signatory)

RAJASTHAN ELECTRONICS &
INSTRUMENTS LTD (REIL

(Authorized signatory)

In presence of witness

1.

1.

INTEGRITY PACT

Between

Rajasthan Electronics & Instruments Limited (REIL), a company registered under the Companies Act 1956 and having its registered office at 2, Kanakpura Industrial Area, Jaipur-302012 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

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

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2. 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 tender process or the contract execution.

1.1.3. The Principal will exclude from the process all known prejudiced persons.

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- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or 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, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or 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.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agent(s)/ representative(s) in India if any. Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principal(s) if any. Further details as mentioned in the "Guidelines on Indian Agent of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further as mentioned in the guidelines all the payments made to the Indian Agent/ Representative have to be in Indian Rupees only.

2.1.5 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 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 contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

Section 4 – Compensation for Damages

4.1 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.

4.2 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 equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment in conformity with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 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 Bidders/ Contractors Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which

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constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Vigilance Office.

Section 8 –Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. 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.

Shri Arunendra Kumar, IRSME (Retd.) has been appointed as IEM for this contract. His address is as below.

KD-80, Kavinagar,
Ghaziabad (UP)-201002
E-mail: noidarail@gmail.com

Shri Sadhu Ram Bansal, Ex-CMD, Corporation Bank, has been appointed as IEM for this contract. His address is as below.

1052, Sanskriti Apartments, Plot No. 35,
Sector-10, Dwarka, New Delhi-110075.
E-mail: sr.bansal123@gmail.com

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the MD, REIL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract 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.

8.5 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.

8.6 The Monitor will submit a written report to the MD, REIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 If the Monitor has reported to the MD, REIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the MD, REIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.8 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 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 as above, unless it is discharged/ determined by the MD, REIL.

Section 10 – Other Provisions

11.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Jaipur.

11.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

11.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

11.4 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.

11.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness: _____

(Name & Address) _____
