

Rajasthan Council of School Education

S. Radha Krishnan Shiksha Sankul, 5th Block,

IInd & IIIrd Floor, JLN Marg, Jaipur - 17

Ph.: 0141-2715525E-Mail- mis.nsqf.raj@gmail.com

RCSce/Jai/VE/2024-25/Bid-2903 / 4726

Date: 03-01-2025

BID FORM

NIB NO.: 23/2024-25

E-Bid for the Deployment of Vocational Trainers in the
Healthcare Sector in Government Schools of Rajasthan through
Vocational Training Providers (VTPs)

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BID INDEX (NIB NO: 23/2024-25)

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Rajasthan Council of School Education

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IInd & IIIrd Floor, JLN Marg, Jaipur - 17

Ph.: 0141-2715525E-Mail-mis.nsqf.raj@gmail.com

RCSCE/Jai/VE/2024-25/Bid-2903/4720

Date: 02-01-2025

NOTICE INVITING e-BID (NIB²³/2024-25)

e-Bids are invited until 10:00 P.M. on15-01-2025..... for the deployment of 376 vocational trainers in 358 government senior secondary schools (under Samagra Shiksha) and 18 government senior secondary schools (under the STARS project) across all districts in Rajasthan through a Vocational Training providers for a period of 16 months. Details can be seen in the Bidding Document at the office of the RCSCE, Jaipur, on the State Public Procurement Portal "www.sppp.rajasthan.gov.in," or "www.eproc.rajasthan.gov.in" website.

Estimated cost: Rs 14.82 Crores

Sd/-

State Project Director,

Rajasthan Council of School Education

Rajasthan, Jaipur.

Signature valid

Digitally signed by Avinash
Chaturvedi
Designation: State Project Director
Date: 2025.01.02 10:44:53 IST
Reason: Approved



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Rajasthan Council of School Education

S. Radha Krishnan Shiksha Sankul, 5th Block,

IInd & IIIrd Floor, JLN Marg, Jaipur - 17

Ph.: 0141-2715516, 2715525, E-Mail-mis.nsqf.raj@gmail.com

RCSE/Jai/VE/2024-25/Bid-2903 / 4726

Date: 03-01-2025

NOTICE INVITING e-BID (NIB:23...../2024-25)

UBN NO:

Single stage, two-envelopes unconditional e-bids are invited for deployment of Vocational Trainers in the Healthcare sector in Govt. Sr. Sec. Schools of Rajasthan for engaging a reputed, well established, experienced and financially sound Vocational Training Provider Agency on behalf of the State Project Director, Rajasthan Council of School Education, Jaipur Online technical proposal from prospective bidders for engagement of their services for a period of sixteen (16) months through this BID.

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: SPD, Rajasthan Council of School Education (RCSE) Address: S. Radha Krishnan Shiksha Sankul, 5th Block, IInd & IIIrd Floor, JLN Marg, Jaipur – 17, Ph.: 0141-2700366
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Designation: Deputy Commissioner, Vocational Education Address: S. Radha Krishnan Shiksha Sankul, 5th Block, IInd & IIIrd Floor, JLN Marg, Jaipur – 17, Ph.: 0141-2715516 Email: mis.nsqf.raj@gmail.com
Subject Matter of Procurement	E-Bid for Deployment of Healthcare Vocational Trainers in Govt. Schools of Rajasthan, through Vocational Training Providers (VTP)
Bid Procedure	E-Bid by Single-stage Two cover e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Quality and Cost Based Selection (QCBS)
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<p>Websites:</p> <p>http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, https://www.rajsmsa.nic.in/</p>
Bid fee	<ul style="list-style-type: none"> Bidding document fee: INR 5,000/- (Rupees Five Thousand Only) in Demand Draft/Bankers Cheque in favour of "SPD Rajasthan Council of School Education, Jaipur" payable at "Jaipur".

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Bid processing fee	<ul style="list-style-type: none"> RISL Processing Fee: INR 2,500 /- (Rupees Two Thousand Five Hundred Only) in Demand Draft/Bankers Cheque in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	INR 14.82 Crore
Bid Security (EMD) and Mode of Payment	<ul style="list-style-type: none"> Bid Security (INR): Rs. 29.64 Lakhs (2%) of total of estimated reimbursable amount & Agency administrative charges (On maximum 12%) of the applied sectors in favour of Rajasthan Council of School Education, Jaipur as mentioned in Section I Table B. Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee, in specified format, of a Scheduled Bank in favour of "SPD Rajasthan Council of School Education, Jaipur" payable at "Jaipur".
Period of Sale of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> Start Date: 03-01-2025 End Date: 15-01-2025 UPTO 12:00PM
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> 08-01-2025 AT 11:00 AM Meeting Hall, Fourth Floor, 5th Block, Dr. S. Radha Krishnan Shiksha Sankul, JLN Marg, Jaipur - 17 Last Date and Time for Submission of Pre-bid queries by the bidders: 08-01-2025 by 06:00 PM
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) Start Date: 03-01-2025 End Date: 15-01-2025 UPTO 12:00PM
Submission of Banker's Cheque/ Demand Draft for Bid Fee, Bid Security, and Processing Fee	Up to 03:00 PM on 15-01-2025
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> Date: 15-01-2025 Time: 4:00 PM Place: Third Floor, 5th Block, Dr. S. Radha Krishnan Shiksha Sankul, JLN Marg, Jaipur - 17
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the Technical bid opening.
Duration of Contract	16 Months (till 30 th April 2026) from date of commencement of the service from date of issue of Work order.

- Detailed terms and conditions of bid may be seen on the website www.sppp.rajasthan.gov.in, <http://eproc.rajasthan.gov.in>, and www.rajmsa.nic.in or in the office of the State Project Director/ Financial Advisor, RCSE, Jaipur.
- Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online tenders, as per Information






Technology Act, 2000, bidders will have to obtain Digital Signatures (class 2 / class 3 category) issued by a licensed Certifying Authority for e-tendering portal. Bidders who already have a valid Digital Signature Certificate need not obtain a new Digital Signature Certificate (DSC). This DSC will be used to sign the bids submitted online by the bidder. Unsigned proposal will not be entertained and will be rejected outright.

3. Pre-bid meeting will be held on ... 08-01-2022 at ... 11:00 AM in RCScE Office, (Meeting Hall, Fourth Floor, 5th Block, Dr. S. Radha Krishnan Shiksha Sankul, JLN Marg, Jaipur – 17.
4. Details of BID fees are as follows:
 - 1) The Bid form fee is Rs. 5000.00 in the form of Demand draft / Bankers' cheque in favour of SPD, RCScE, Jaipur.
 - 2) Bid processing fee in the form of Demand draft of Rs. 2500 in favour of MD RISL, Jaipur.
 - 3) DD/BC/BG for Bid security of 29.64 Lakhs (2%) of total of estimated reimbursable amount & Agency administrative charges (On maximum 12%) of the applied sectors in favour of SPD, Rajasthan Council of School Education, Jaipur as mentioned in Section I Table B.
 - 4) The bid document cost, bid processing fee and bid security shall be deposited physically along with technical bid submissions sheet in the office of SPD, Rajasthan Council of School Education, Jaipur before the last date and time of bid submission.
 - 5) No interest shall be payable by the RCScE, Jaipur for the sum deposited as earnest money deposit.
5. Bids submitted after the specified time and date shall not be accepted / opened.
6. It is clarified that the information required in bidding document should be submitted only in enclosed format without any change or modification in its formats. Bids submitted with changed or modified Bid formats may be rejected.
7. Information of award of contract will be communicated to all participating bidders on the website www.rajmsa.nic.in and, eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in. Please note that individual bidder will not be intimated separately.
8. Enclose declaration by the bidder regarding Qualifications as per Contract Form 2 (CF-2).
9. If any bidder has a query, they may contact the procuring entity in writing on company letterhead with supporting documents within 5 days or the date of pre-bid meeting till 6 PM whichever is later.
10. The provisions of RTTP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTTP Act 2012 and Rules thereto, the later shall prevail.
11. The Bids will be opened on the specified date & time in presence of Bidders or their authorized representative who choose to attend. In the event of the date specified for bid

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receipt and opening being declared as a government holiday the due date for opening of bid will be the next working day at the same time and place, unless otherwise intimated by the RCScE.

12. Corrigendum, Addendums and subsequent clarifications on bid document terms, if any, can be down loaded from the above-mentioned websites. Intimation for change in the schedule of bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
13. Physical submission of bid is not allowed.
14. RCScE will not be responsible for any delay in submission of online bid due to any reason.

Sd/-
State Project Director,
RCScE, Jaipur

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Disclaimer

The information contained in this bid document for proposed procurement or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the SPD, RCScE, Jaipur or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the Bidder may require.

Neither the SPD, RCScE, Jaipur, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid or on which this bid is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is not an agreement and is not an offer or invitation by the SPD, RCScE, Jaipur, Rajasthan (here in after referred to as "Procuring Entity") or its representatives to the prospective Bidders or any other person. The purpose of this bid document is to provide interested parties with information to assist the formulation of their Proposal/offer. The information contained in this bid document is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to correct any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposed procurement.

The Procuring Entity is, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss,

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damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this Bidding process.

The Procuring Entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this bid document.

The Procuring Entity may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that the Procuring Entity is bound to select a bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the procurement and the Procuring Entity reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

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

Any information/documents including information/ documents pertaining to this bid or subsequently provided to Bidder and/or Selected Bidder and information/documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.

Sd/-
State Project Director
RCSE, Jaipur

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Abbreviations & Definitions

Agent	Shall mean and include all the employees, workers, agents etc., of Agency who may be engaged by the Agency (directly or indirectly) for providing the manpower services to RCScE, Jaipur, under the Agreement pursuant to this bidding process.
Agreement	The Contract Agreement to be executed between RCSCE and Agency, subsequent to the Letter of Award, as per the format attached.
Bidder	The firm or company which submits proposal in response to this bid within the time prescribed for this purpose
Consortium	where two or more parties share resources, control, and profits for a specific project but have individual responsibilities
GL	Guest Lecture
IV	Industrial Visits
JV	Joint Venture: where two or more parties share resources, control, and profits for a specific project, formalized through a contract
LOA	Letter of Award- Letter from RCScE to selected Agency/ Bidder
LOI	A Letter of Intent from a potential employer to a VTP expresses interest in hiring vocational education students, specifying desired skills, roles, and the intent to discuss further collaboration.
MoE	Ministry of Education
NSDC	National Skill Development Council
POA	Power of Attorney
PSSCIVE	Pandit Sundar Lal Shastri Central Institute of Vocational Education.





RCSceE	Rajasthan Council of School Education, called as Purchaser in this Bid
RTPP Act	The Rajasthan Transparency in Public Procurement Act, 2012
RTPP Rules	The Rajasthan Transparency in Public Procurement Rules, 2013
Sector	A sector is a field in which vocational training is provided.
Services	Shall mean deployment support services to RCSCE, Jaipur as mentioned in Scope of Work
SPOC / POC	Single point of Contact / Point of Contact
SSC	Sector Skill Council
VE	VE in the bid document refers to Vocational Education
Vocational Trainer (VT)	Shall mean the person responsible to provide the services in the Govt. Sr. Sec. Schools
Vocational Training Provider (VTP) / Agency	The Agency/Contractor engaged pursuant to entire bidding process for providing the Services as per the Scope of Work defined in this BID document

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Section-1: Introduction & Scope of Work

1. Introduction:

Rajasthan Council of School Education, (hereinafter referred to as "RCScE") has implemented various projects at the Government Senior Secondary Schools level under the umbrella of 'Samagra Shiksha project' to provide quality education to the students. The scheme is operated within the National Skill Qualification Framework (NSQF), which establishes a system of clear educational pathways from school to higher education while providing certification of vocational skills.

The vocationalization of secondary & higher secondary program was initiated in Rajasthan as a pilot in 2014-15. Till 2023-24, The program is being implemented in 1924 Govt. senior secondary schools.

The Rajasthan Council of School Education (RCScE) invites qualified and experienced entities in the field of Vocational Education Programs in Government Senior Secondary Schools to participate in an Online Open Competitive Bid for the Healthcare sector. The purpose of this bid is to select Vocational Training Providers (VTPs) to deploy 376 Vocational Trainers in 358 Government Schools in the Healthcare sector under the Samagra Shiksha scheme and 18 Vocational Trainers in 18 Out-of-School Children (OoSC) Training Centers (hereinafter referred to as "The Project").

2. Scope of Work:

The implementation of the vocational education program will extend to all the districts of Rajasthan. This wide-ranging approach ensures that students across the state have access to vocational training opportunities, regardless of their geographic location. This program aims to provide opportunities to all government senior secondary school Students i.e., regular students and Out of School Children students to equip themselves with the knowledge of vocational education and have opportunity for employment or to establish his/her own business.

The project will be executed in collaboration with selected Vocational Training Providers (VTPs). These VTPs will be responsible for deploying vocational trainers who will facilitate the implementation of the vocational education program in the designated schools. The trainers will adhere to the curriculum provided by the PSSCIVE/RCScE, ensuring a standardized and structured approach to vocational training across all participating schools.

To implement the program in government senior secondary schools, the RCScE will select Vocational Training Providers based on their expertise and experience in delivering vocational education training. The chosen VTPs will be responsible for deploying qualified vocational trainers who possess the necessary sector/industry-specific knowledge and pedagogical skills, ensuring that the trainers are capable of delivering high-quality vocational education to the students.

The vocational education program in Rajasthan will implement vocational education courses in the Healthcare sectors in 358 Government senior secondary schools (under Samagra Shiksha) and 18 Out of School Children Training Centers-schools (under STARS project):

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Table- A: Details of Sectors & Job Roles for the bid:

Sl. No	Trades / Sectors	Job Role for Class IX-X	Job Role for Class XI-XII
1	Healthcare	Home Health Aide Trainee	General Duty Assistant Trainee

Table- B: Details for 376 Vocational Trainers in Government schools are given below:

S.no	Sector / Trade	Total no. of Vocational Trainers required	Estimated Reimbursable Amount for Vocational Trainer (In Lakhs) @ ₹22,000/Month (for 16 Months)	Agency Administrative Charge (Estimated Cost @ 12% including GST) (In Lakhs for 16 Months)	Total estimated value of Column 4 & 5 (in Lakhs)	Bid Security Sector-wise (2% of Total Estimated Sector Value) (in Lakhs)
1	2	3	4	5	6	7
1	Healthcare	376	1323.52	158.8224	1482.3424	29.646848
Total		376	1323.52	158.8224	1482.3424	29.646848

*Note: The number of trade and vacancies depends entirely on the discretion of RCScE, and the final count of trainers may vary accordingly.

A. Vocational Training Provider (VTP):

a. The Vocational Training Provider (VTP) will be responsible for: -

- i. Providing Vocational Trainers
- ii. The VTPs are responsible for providing trained full time Vocational Trainers
- iii. A full-time vocational trainer is to be deployed as per the sector/Job role in each school allocated to the VTP. The sector wise required qualification and experience of the vocational trainer should be as per the section- 3 (qualification of vocational trainer).
- iv. The VTP has to submit the verified documents related to the educational qualifications and experience of vocational trainers before the deployment to the district, and state office.
- v. The documents of the submitted vocational trainers will be examined by the committee established by the RCScE.

b. Training Delivery:

- i. To Ensure the effective and efficient imparting of vocational education training as per PSSCIVE/NCERT/State curriculum within the stipulated time & manner decided by the RCScE. This will be done in the form of planning, execution and monitoring for vocational training.
- ii. VTPs shall collect the field data and maintain all the reports. VTP will make sure to upload all the reports on Shala Darpan Portal as per the academic calendar on weekly/monthly/quarterly/annual basis.
- iii. Create awareness through interaction and counselling

c. Guest Lecture Delivery: The Vocational Training Provider will select relevant topics for which the expert's lecture is required and search the best available content and ensure the delivery of the guest lecture.

d. Facilitate On Job Training/Internship, Industrial Visits of students in Industrial/Commercial Establishments/Institutes.

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- e. **Assessment:** VTP will facilitate the internal and external assessment of vocational education students and maintain the records.
- f. Career counselling, career mapping, placement and tracking the placed students:
 - i. VTP will ensure the career counselling of all the students enrolled in VE class.
 - ii. Create the understanding of career mapping and help the students in career mapping
 - iii. VTP has to identify the interested students in higher education, apprenticeship, and placement.
 - iv. VTP will organize counselling sessions for providing the higher education options.
 - v. The VTP will ensure apprenticeship for all the willing students.
 - vi. The VTP will ensure job to all of the interested students who are 18 years and above of age.
 - vii. It is essential for Vocational Training Providers (VTPs) to diligently track the progress of VE students for minimum duration of at least a year after their placement.
- g. In accordance with legal requirements, only individuals aged 18 years and older are eligible for full-time employment. Students under the age of 18, including high school graduates, are not eligible for such employment.
- h. The Vocational Training Provider (VTP) shall offer apprenticeships to at least 70% of interested students under the age of 18, followed by employment opportunities. Additionally, the VTP must ensure employment for at least 70% of interested students aged 18 and older.
- i. The VTP is required to provide three months' salary slips for employed students as proof of employment. Failure to comply will result in the withholding of 20% of the payment.
- j. VTP has to facilitate in conducting skill competitions at the schools/district and State level.
- k. VTP will facilitate in organizing job fairs and creating network linkages for the placement of the willing vocational education students
- l. **Monitoring and Reporting:** The VTP will help in monitoring all the vocational education activities by providing required data and reports.
- m. The Vocational Training Provider is responsible for conducting an annual performance appraisal of vocational trainers. The appraisal will be done on the basis of the:
 - i. Adoption of innovative teaching & training methods.
 - ii. The development of the teaching, learning material in the subject area.
 - iii. Improvement in results of vocational students of class 10th and 12th.
 - iv. Improvement in student enrollment and in arresting dropout ratio.
 - v. Number of students successfully placed in the industry.

Subsequently, the Vocational Training Provider is obligated to share the appraisal report with the RCScE (Rajasthan Council of School Education) office.

- n. **Best Practices:** VTP will submit a report on the best practices of each school twice in an academic year to district and State office.

B. Role & Responsibilities of Vocational Trainer

Objective – Planned and time bound delivery of vocational training to the vocational education student.

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a. Planning:

- i. Assistance in finalizing the study plan: Vocational trainer will help skill knowledge facilitator in preparing and finalizing the annual study plan (all activities of vocational education).
- ii. Timeline: In the first week of the academic session after induction / in-service training.
- iii. Prepare annual lesson plan: VT will prepare an annual lesson plan detailing monthly lesson plans as per the designated hours according to the curriculum and timetable (detailed academic monthly plan).
- iv. Timeline: In the first week the academic session after induction / in-service training.
- v. Planning for the procurement and maintenance of Raw material: Vocational trainer will assess the need of consumable required for the proper maintenance of the lab.
- vi. Planning the survey of out of school children
- vii. Timeline – First week of the May month.

b. Execution:

- i. Create awareness amongst the students and parents: Before the final exams of class 8th, the vocational trainer will take few sessions on the introduction and the importance of vocational education in creating employment opportunities and to start own business and work.
- ii. The vocational trainer will also provide counselling sessions to the students of the 9th & 11th classes during the admission drive. VT will prepare a vocational education corner during the admission drive, where he will display information about vocational education, its importance, sectors, job roles, activities, and job opportunities in the form of IEC material. VT will also interact with the parents during PTMs & SDMC meetings.
- iii. Theory and Practical Classes: Deliver comprehensive theory and practical classes aligned with the vocational curriculum as per the timetable, ensuring thorough understanding and application of concepts. Ensure effective use of learning aids and ICT tools during the classroom session and engage students in different – different learning activities. In the case of spoke school concerned VT needs to coordinate with the assigned hub school for practical sessions. If VT has not been deployed in spoke, concern VT of hub school has to visit the spoke school for theory classes. The principal of the hub school will decide the days of week for theory and practical session for the spoke school. CBEO will make smoothen the process.
- iv. A Vocational trainer should take a minimum 36 periods (4 theory classes for each class and 2 practical classes for 9th, 10th / 11th, 12th in alternative day) in a week (in existing regular & CWSN vocational schools) and in the case of new schools a minimum of 24 periods (1 theory and 1 practical for each class i.e., 9th and 11th).
- v. For vocational education in existing Out-of-School Children schools a minimum of 24 periods will be taken by VT (1 theory and 1 practical for 9th regular class and OoSC each), in the case of new OoSC schools a minimum of 12 periods (1 theory and 1 practical session).
- vi. For spoke schools 24 periods will be taken by the VT (2 theory at spoke school and 2 practical sessions in hub school)

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- vii. Prepare daily dairy and students' portfolio: It is the responsibility of the vocational trainer to prepare the daily dairy detailing the work to be accomplished. VT will also maintain the student portfolio.
- viii. Identify and Address Individual Learning Needs: Identify individual trainees' learning needs and preferences, adapting teaching methods and strategies accordingly to optimize their learning outcomes Conduct sudden tests (theory and practical)
- ix. Assess and Evaluate Trainee Skills and Knowledge: Vocational Trainer will regularly assess and evaluate the skills and knowledge of students through monthly tests, projects, and assignments. The vocational trainer will provide assistance during annual assessments (both external & internal) of the students i.e., providing help in filling board forms, maintaining the record of the appearing students, and all the exam annexures. VT will keep a copy of the annexures for school records.
- x. Lab Setup: The vocational trainer is responsible for setting up the vocational lab with the tools and equipment by the principal in the schools and ensure the proper functioning of the lab. The Vocational trainer with the help of Kaushal Mitra and SKF will finalize the layout (design) of the labs and will ensure vocational labs are properly installed and functional.
- xi. Guest lectures and industrial visits: The vocational trainer with the help of skill knowledge facilitator and school principal will decide the topics of the guest lectures.
- xii. Vocational trainer will also conduct industrial visits for the class 9th & 10th students and will brief the students about the industry and type of work done. VT will also gauge the impact of the industrial visit on the students. In CWSN schools VT will follow the same.
- xiii. Conduct OJT/ Internships: The vocational trainer will monitor the students during OJT duration and will brief students about the type of work. Vocational trainer will also meet and discuss the students' performance with the industry supervisor and will take his regular feedback. VT will also help students in maintaining their internship log books and try to materialize the placement opportunities. In OoSC schools VT will responsible for the same.
- xiv. Skill Competition at the school level: The VT will organize the skill competition for all the vocational education students at the school level. VT will identify the best students on the basis of skills acquired (model prepared, knowledge demonstration and role play) from each sector with the help of skill knowledge facilitator and school principal. VT will also provide help to the selected candidate in the further stages of the competition.
- xv. Registration in NIOS / RSOS – In the case of Out-of-School Children (OoSC), vocational trainer has to ensure the registration of each enrolled candidates in NIOS/RSOS for mainstream of education.
- xvi. Survey/mobilization of Out of School Children – In the case of vocational education of Out-of-School Children, VT is also responsible for support in out-of-school children survey and maximum mobilization for enrolment of OoSC in vocational education under STARS.
- xvii. Job Fair: Vocational trainer will help in organizing job fairs i.e., identifying the willing students, getting consent from the parents, providing counselling support to the parents as per need, resume making & interview preparation.
- xviii. VT will also keep the placed candidates' records and track the students' progress for at least a year.



- xix. Annual Appraisal – Annual assessment and evaluation of Vocational trainers will be conducted by the VTP and the evaluation/appraisal reports need to be submitted at the state office.
- xx. Activities in Spoke schools – VT of spoke school will also be responsible to perform all the above activities.

c. Monitoring and Reporting:

Maintaining records & Reporting: Vocational trainer will prepare and maintain accurate student enrollment data, student assessment records- internal & external, guest lecture records & industrial visit records, apprenticeship and placement records, and job tracking reports. VT will also ensure the timely submission of the reports on the Shala Darpan Portal with the help of school principal and Kaushal Mitra.

Outcome: VTs will be able to enhance the quality of vocational education and employability chances.

C. Rajasthan Council of School Education (RCScE)

RCScE is the implementing organization and will be responsible for activities such as:

- a. **Budgeting and expenditure:** Obtain and manage the MoE funding as per the Centrally Sponsored Scheme of Vocationalization of Secondary and Higher Secondary Education, and the State funds for the project implementation. Allocate budget and sanction expenses because of the sanctioned plan per school for the activities/interventions identified and entrusted to Service Provider/Vocational Training provider. Selection by the State Government is subjected to availability/approval /release of funds by the Central and State Government.
- b. **Identification of districts/ schools:** The Selection of Districts / Schools/ Trade or Sector.
- c. **Communication and marketing plan:** To create awareness, and stakeholder engagement, and bring in the right talent into the NSQF program. Counselling of students & parents to enroll in the program.
- d. **Identification of Training Provider:** The State Government will identify Vocational Training providers for trades/sectors through the selection process prescribed in the Online E-Bid issued by the RCScE for Academic Year 2024-25 & 2025-26.
- e. **Advisory Group:** To establish advisory/management groups at the various levels for monitoring/feedback/regular assessments and appraisal process.
- f. **Training of Trainers:** RCScE (Rajasthan Council of School Education) shall carry out the "Training of Trainers (TOT)" program in collaboration with Sector/Industry experts, at regular intervals. The purpose of this program is to provide faculty, instructors, and Vocational Trainers with necessary updates on the developed content, training methodology, and alignment with industry requirements, as per the guidelines outlined in the scheme and the prescribed financial limitations.
- g. The payment of the traveling allowance of the Vocational Trainer for TOT will be given to VTs through VTP for submitting the actual non-AC traveling fare (by public transport).
- h. **Infrastructure for Setting up Lab:** To procure equipment and instruments and set up a lab-cum-classroom in consultation with Vocational Trainer & State level expert committee as per the norms laid down by the GOI/RCScE.
- i. **Maintenance of Tools & Equipment's:** To maintain tools and equipment installed in the school as well as ensure the availability of raw materials for practical classes.
- j. **Text Books for Students:** RCScE will provide free textbooks to students.

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- D. Project Site:** The project will be implemented across 358 Government senior secondary schools (under Samagra Shiksha) and 18 Out of School Children Training Centers-schools (under the STARS project) across all the districts of Rajasthan. The list of schools is provided in "Section 10".
- E. Outsourcing to the third party:** The Vocational Training Provider shall provide a single point of contact (SPOC) with RCScE and shall be solely responsible for the execution and delivery of the work. The VTP shall not further outsource the work to a 3rd party including its franchisees/licensees.
- F. Number of Sectors/Trade:** One Bidder can apply for a single or multiple trades subjected to the upper limit of maximum no. of 94 schools being offered through an online open competitive bid. If a bidder qualifies for L-1 rates/Successful Bidder (QCBS evaluation), the bidder can be allotted a maximum of 94 schools (including all the trades) through this bid.
- G. Time frame of Contract:** The interpretation of academic years, as intended for this bid document, should be consistently applied throughout entirely as indicated:
The bid is for two academic years, namely 2024-25 & 2025-26. For this bid, the academic year 2024-25 shall commence from the date of deployment of vocational trainers and shall extend until June 30th, 2025. Similarly, the academic year 2025-26 shall span from July 1, 2025, to April 30, 2026. The vocational trainers shall be engaged and paid by the vocational training provider accordingly.

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Section-2: Eligibility & Evaluation Criterion

1. Eligibility Criteria of Bidders:

The bidder should fulfil the following minimum requirement(s) as given in Table-1 and Table-2 below:

a) Table-1:

Sl. No.	Basic Requirement	Specific Requirements	Mandatory Documentary Evidence
1	Legal Entity	The bidder may be a reputed company / firm / Trust/ Society/ Organization incorporated in India. May be a Joint Venture or consortium	Certificates of incorporation / registration The bidder will disclose all the information related to disputes/ legal-cases/ punishments/ penalties/ sanctions/ judgments and all related information If the bid is submitted by a Joint Venture firm, then the following is required: Letter of intent or a copy of an existing legally valid joint venture agreement complying with the provisions BF-VII, and provisions required to be included in the Memorandum of Understanding / Joint Venture agreement.
2	Tax registration and clearance	The bidder should have a registered number of *GST, Service Tax, registration, and clearance (if applicable) PAN number (mandatory) GST certificate as on 31 st March 2024.	PAN number GST registration as on 31 st March 2024 (If not applicable, the bidder should submit the exemption letter issued by the competent authority in this regard). For Joint venture: PAN & GST of both lead and associate Partner.
3	Undertaking	Bidder should: - not be insolvent, in receivership, bankrupt, or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended, and must not be the subject of legal proceedings for any of the foregoing reasons; Directors and officers not have been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; Not have a conflict of interest in the procurement in question as specified in the bidding document. Comply with the code of integrity as specified in the bidding document. In Case of Joint Venture: A self-declaration (on Rs. 500 Non-Judicial Stamp) by the Joint Venture members stating that the firm or joint venture partners fulfill all the eligibility criteria (national eligibility, submission of only one bid, debarment, and conflict of interest) as mentioned in the Bid document.	A Self Certified letter as per BF-1

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b) Table-2:

Sl. No.	Criteria	Unit	Minimum requirement	Mandatory Documents, (Type of requirement, along with Documentary Evidence)
1	No. of years of Existence as on 30 th November 2024	Years	Three Years	<ul style="list-style-type: none"> • Certificate of Incorporation • For Joint Ventures, all partners (Lead and Associate) must have been in existence for at least three years.
2	Bidders' Annual average turnover in the last 3 years from: 2023-24 2022-23 2021-22	Crores (INR)	Minimum Annual Average turnover of Rs 5.00 Cr in last 3 Years (till march 2023-24)	<ul style="list-style-type: none"> • CA Certificate with UDIN NO. • For Joint Ventures, The Lead Partner should have a minimum of 51% of the turnover and the Associate Partner should have a minimum of 10% of the turnover. The minimum annual average turnover of both partners should be Rs. 50.00 crore.
3	Net worth of the organization		Net worth of the organization should be positive as on 31 st march 2024	<ul style="list-style-type: none"> • CA Certificate with UDIN NO. • For Joint venture: Both Lead and Associate Partner should have Positive Net worth.
4	No. of candidates trained in related Trade/Sector in the last 3 years up to 30 th November 2024.	No. of candidates trained 1. HealthCare.....	Minimum 500 trained candidates in the applied trade/sector	<ul style="list-style-type: none"> • Affidavit, on 100 Rs. non-judicial stamp paper with trained students' details. • (Only students trained through State or Central Government-run skill development missions, such as NSDC, DDU-GKY, PMKK, PMKVY, or any

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				<ul style="list-style-type: none"> other recognized government initiative, will be considered.) For Joint Venture: The Lead Partner and Associates can collectively have a total of 500 trained candidates in the specific trade sector for which they are applying.
5	No. of candidates placed in related Trade/Sector of the people trained in the last 3 years up to 30 th November 2024	No. of candidates Placed 1. HealthCare.....	<ul style="list-style-type: none"> Minimum 250 placed candidates in the applied trade/sector. The placed candidates must be the same as those trained by the bidder 	<ul style="list-style-type: none"> Affidavit, on 100 Rs. non-judicial stamp paper with placed students' details (Only students placed through State or Central Government-run skill development missions, such as NSDC, DDU-GKY, PMKK, PMKVY, or any other recognized government initiative, will be considered.) The bidder must submit relevant documents showing PF / ESIC deductions for the placed candidates for at least three months. Only statements from the PF department will be considered. For Joint Venture: The Lead Partner and Associates can collectively have a total of 250 placed candidates in the specific trade sector for which they are applying.
6	Bidder's own operational training centers (Not franchisee) as of 30 th November 2024	No. of operational Training centers	2 Centers	<ul style="list-style-type: none"> Affidavit, on 100 Rs. non-judicial stamp For Joint Ventures the Lead Partner and Associates can

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				collectively have a total of two training centers.
7	NSDC Affiliation Certificate	NSDC-approved firm Partnership certificate from NSDC for the sector applying (for the current academic year)	Enclose the copy of the Certificates. The VTP should present renewed certificate every year	<ul style="list-style-type: none"> Valid certificates for current academic year at the time of work order. For Joint Ventures: Any of the partner can have NSDC certificate.
8*	The bidder should have the following registrations	<ul style="list-style-type: none"> Registration Certificate and license number under contract labour (Regulation & Abolition) Act, 1970 Under Employees Provident Funds & Miscellaneous Provisions Act, 1952 Under Employees Act State Insurance Act, 1948 	Enclose Self-Attested copies of each document in the name of the firm	<ul style="list-style-type: none"> If not Applicable Submit the exemption certificate issued by the competent authority If applicable then produce the requisite certificate before work order as per BF- 6. (Affidavit on Rs. 100 stamp paper with undertaking in this regard must be given) For JVs Lead Partner should have all these registrations

*If exempted from (GST, Contract labour (Regulation & Abolition) Act, 1970, Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees Act State Insurance Act, 1948) VTPs have to submit an undertaking as per Letter No. Attached: f2(1)/f. d/spfo/2017 Dated 14.11.2018 as per BF-VI ((Affidavit on Rs. 100 stamp paper with undertaking in this regard)

2. Shortlisting Process:

- The following selection process shall be adopted by RCScE.
- The Applications received shall be scrutinized for completeness and fulfilment of minimum requirements for eligibility as detailed out elsewhere in this Online Open Competitive Bid.
- A list of bidders who fulfil the minimum eligibility criterion shall be prepared as per uploaded documents as per table -1 and table -2 and will be called as LIST-1
- LIST-1 Bidders shall be awarded points as per the criteria given in the following table:

Table A

Sl. No.	Criteria	Points allotted	Maximum Points (80)	Remarks
1	Bidders' Annual average turnover in the last 3 years	<ul style="list-style-type: none"> Annual average 5 Crores of Turn Over in last 3 Years (till March 2023-24) and 5 points will be awarded. For every Additional 1 Crore – 1 Point will be awarded 	10	Maximum of 10 points will be allotted

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Sl. No.	Criteria	Points allotted	Maximum Points (80)	Remarks
		<ul style="list-style-type: none"> *No marks will be allotted to part figures only round figures will be allotted 1 Point *For JV after fulfilling mandatory turnover of Rs. 5 cr., turnover of the both JV partners shall be calculated for scoring. 		
2	Net worth of the organization	<ul style="list-style-type: none"> If positive for last year- then 2 points will be awarded. If positive for last 2 years- then 5 points will be awarded. If positive for last 3 years- then 10 points will be awarded. For JV all the partners shall fulfill above criteria for scoring 	10	Maximum of 10 points will be allotted
3	No. of candidates trained in related Trade/Sector (total) in last 3 years	<ul style="list-style-type: none"> Mandatory: 500 Students must be trained by the bidder VTP and 5 points will be awarded 1 point will be awarded For Every additional 100 Candidates trained above 500. For JV total number of trained candidates of both partners shall be calculated for scoring. 	10	A maximum of 10 points will be allotted.
4	No. of candidates provided job in related Trade/Sector in last 3 years	<ol style="list-style-type: none"> Mandatory: 250 Students must be placed by the bidder VTP and 5 points will be awarded 1 point will be awarded for Every additional 50 Candidates Placed above 250 candidates. For JV total number of placed candidates of both partners shall be calculated for scoring. 	10	A maximum of 10 points will be allotted.
5	Company-owned operational training centers	<ul style="list-style-type: none"> 2 operational training centers- 5 points For every additional training center in Rajasthan (only) - 1point For Joint Ventures the Lead Partner and Associates can collectively calculated for scoring. 	10	A maximum of 10 points will be allotted

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Sl. No.	Criteria	Points allotted	Maximum Points (80)	Remarks
6	Formal operational LOI's/Work Order/Agreement with industries/organizations/ Commercial establishments for providing skilled manpower in related Sectors in Rajasthan	<ul style="list-style-type: none"> For 1 LOI - 1point For every additional LOI - 1 point For JV total number of LOI for both JV partners shall be calculated for scoring 	10	LOI/Work order/Agreements signed in last three years till 30 th November 2024 shall be counted. A maximum of 10 points will be allotted
7	No. of vocational trainers readily available in relevant sector for deployment at the time of bid submission.	<ul style="list-style-type: none"> 100 vocational trainers - 5 points For every additional 50 trainers - 1 point. For every additional 10 Master trainers (above 100 VTs) - 1 point For JV, total number of vocational trainers readily available for both JV partners shall be calculated for scoring 	10	A maximum of 10 points will be allotted.
8	No. of States in which the bidder is providing similar services in Schools under CSS for VSHSE	<p>One State - 5 points</p> <p>For every additional State - 1 point</p> <p>*Existing and ongoing AGREEMENTs will be allotted marks, otherwise no points will be allotted.</p> <p>For JV total number of states for which JV partners providing services shall be calculated for scoring</p>	10	*List of agreements on the letterhead of organization should be enclosed with copies of Work Order's
		Total Points	80	

- For the conditions mentioned above shall be uploaded by the bidder with technical bid.
- Bidders scoring 40 points or above out of 80 points shall be shortlisted for the presentation. This shall be called LIST-2.
- The bidders in LIST-2 shall be invited to make a detailed presentation to the RCScE Selection Committee. The Committee shall award points as per the criteria given in the following table. The presentation shall be part of the technical bid. Strictly based on the below-mentioned 10 criteria points Hard copy and Soft Copy of the presentation will be submitted by the bidder on the day of the presentation.

On the basis of the Presentation made by the Bidder, the RCScE screening committee shall consider the detailed plan and processes presented for ensuring the following points: -

Table B

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Sl. No.	Criteria	Maximum Points (20)
1	Skilling Program in India & Implementation of CSS for VSHSE in Schools	2
2	Documentation of CSSVE in other states, and any Trainer accreditation process.	2
3	Strategy for Program implementation in Rajasthan	2
4	Parents & Students counselling & community mobilization	2
5	Plan/experience of Quality of session delivery (as per norms hours & workplace skills), CCE, classroom documentation	2
6	Local level linkage with artisans/institutes for the exposure & training of the Upper primary level students pre-Voc as per NEP 2020	2
7	Industry engagement/linkage for organizing Guest lectures, Industry visits & OJT	2
8	Strategy for imparting career counseling for placement, higher education, entrepreneurship, and apprenticeship for the vocational education students	2
9	Strategy for student's placement & tracking after the completion of the course	2
10	Availability and usage of E-Content by the concerned bidder	2
	Total Points	20

Bidders who score 50 or above points after combining both the technical stages (worth 80 points) and the presentation stages (worth 20 points) shall qualify for the financial stage. The list of qualified bidders for the financial stage will be referred to as List-3.

6. The selection process will be as under:

a. Screening based upon Qualification Criteria

b. Technical evaluation –

- i. The selection process would be Quality and Cost Based Selection (QCBS). The Evaluation Committee will select the Agency by giving 50% weightage to the concept and designs of technical evaluation and 50% weightage on the price bid. The bidders must meet the qualifying criteria. Any bidder not meeting any of requirements will not be short-listed for the further evaluation. The bidders who are meeting with our minimum basic criteria like they should possess PF no., PAN no., GST no., submission of declarations, turn over & experience as stated in tender etc. are considered for further technical evaluation as per above mentioned parameters.
- ii. Bidders who score 50 or above points after combining both the technical stages (worth 80 points) and the presentation stages (worth 20 points) shall qualify for the financial stage. The list of qualified bidders for the financial stage will be referred to as List-3.

- c. Financial evaluation –** In the financial stage, bidders will submit their bids in administrative charge percentages, not exceeding 12%. The bidder submitting the lowest percentage will be assigned a financial score of 100%. Other bidders will be scored relative to this lowest bid. The final selection will be based on the combined scores from all three stages. The final score will be calculated as follows: 50 points weightages from the technical and presentation stages combined and 50 points weightages from the financial bid. The bidder with the highest total score will be declared the successful bidder.

The firm will be selected as per Quality and Cost Based Selection (QCBS) procedure. Weighting of technical score to financial score will be 50:50 and shall be ranked from highest to the lowest on the basis of their technical score (ST). In the second stage, the



financial evaluation will be carried out as per the Each Financial Proposal will be assigned a financial score (SF).
The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points.
The financial scores of other proposals will be computed as follows: $SF = 100 FM/F$
(F= Percentage of Financial Proposal)

- d. **Combined and Final evaluation:** Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

*Note: Where S is the combined score and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.50 and 0.50 respectively.
The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in the E-bid. The bidder scoring Maximum total marks shall be called L-1 bidder/Successful Bidder and would be recommended for selection and will be called for negotiations.

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Section-3: Qualifications of the Vocational Trainer

*Qualification, Competencies, and other requirements for Vocational Trainer are as follows:

Sl. No	Sector Name	Job Role	Qualification	Minimum Competencies and Experience	Age Limit
1	HealthCare	GDA Trainee	M.Sc. Nursing from a recognized institute /university or B.Sc. Nursing from a recognized institute /university Or Bachelor in Vocational (B. Voc) degree in relevant sector from a recognized institute/University or Midwifery (4 years) or 3½ years Diploma in GNM from a recognized institute /university	1. The candidate should have a minimum of 1 year of work/teaching experience in the case of a Masters' Degree, 2 years' experience in the case of a Bachelor degree and 3 years' experience in the case of diploma in the same sector. 2. The trainer should be able to communicate in English, Hindi and the local language. 3. The trainer should have knowledge of equipment, tools, material, Safety, Health & Hygiene of the concerned sector and job role. 4. Trainer should have basic computer competencies (certificate from a recognized institute or University, minimum of 3 months).	23 to 60 years as of 1st July 2024.

- Note: Qualification of VTs decided by RCSE for Trades/Sectors as per the recommendations of PSSCIVE Bhopal.
- At the start of the academic session or at the time of deployment, the age of the deployed vocational trainer must not exceed 59 years.
- Preference shall be given to experienced vocational trainers who are currently employed or have previously been employed in Government Senior Secondary Schools of Rajasthan.
- Candidates possessing a postgraduate or master's degree will be exempted from the requirement of a three-month basic computer certificate.
- "Recognized" refers to institutes accredited by UGC, NCVET, AICTE, State and Central Universities/ Technical Universities.

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Section - 4: Instruction to Bidders

Important Instruction: The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the RTPP Act] and the "Rajasthan Transparency Public Procurement Rules, 2013" [hereinafter called the RTPP Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>. Bidders are advised to acquaint themselves with the provisions of the Act and Rules. If there is any discrepancy between the provisions of the Act and Rules and this Bidding Document, the provisions of the Act and Rules shall prevail.

1. Sale of Bidding/ Bid Documents:

- a. The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b. The bidding documents shall be made available to any prospective bidder who pays the price for by bank demand draft, banker's cheque.

2. Compliance with RTPP ACT & Rules:

- a. Code of Integrity: The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules.
- b. Conflict of Interest: A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules.
- c. Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11(3) and Section 46 of RTPP Act.

3. Eligible Bidder:

- a. A Bidder may be a natural person, private entity, government-owned entity.
- b. A Bidder and all parties constituting the bidder, shall have the nationality of India.
- c. A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process.
- d. A Bidder should not have a conflict of interest in the procurement.
- e. Joint Ventures and Consortium shall be allowed.

4. Pre-Bid Meeting/ Clarifications:

- a. Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b. A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement, and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c. The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as mentioned in NIB.



- d. The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

5. Changes in the Bidding Document:

- a. At any time, prior to the deadline for submission of bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding document by issuing an addendum in accordance with the provisions below.
- b. In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c. In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their bids.
- d. Any bidder, who has submitted his bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of bids, when changes are made to the bidding document by the procuring entity:

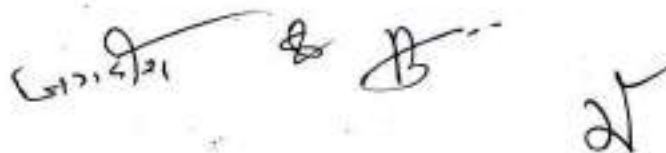
Provided that the bid last submitted, or the bid as modified by the bidder shall be considered for evaluation.

6. Period of Validity of Bids:

- a. Bids submitted by the bidders shall remain valid for 90 from Technical bid opening. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b. Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as a withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c. Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted new bid security is considered to have refused the request to extend the period of validity of its Bid.

7. Format and Signing of bids:

- a. Bidders must submit their bids online at e-Procurement portal, i.e. <http://cproc.rajasthan.gov.in>.
- b. All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c. A Single stage- Two-part cover system shall be followed for the Bid: -
 - i. Technical Bid, including fee details, eligibility & technical documents
 - ii. Financial Bid

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- d. The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the Bid submitted by the bidder.

8. Bid Security:

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a. The security deposit is to be enforced to maintain the continuity in services by the agencies. Bid security shall be 2% of total of estimated reimbursable amount & Agency administrative charges (On maximum 12%) of the applied sectors in favour of Rajasthan Council of School Education, Jaipur as mentioned in Section 1 Table B. The estimated procurement cost, 0.50% of estimated procurement cost for Small Scale Unit (S.S.U.) of Rajasthan and 1%, estimated procurement cost for Sick Industries, for Sick Industries other than S.S.U., whose cases are pending with Board of Industrial & Financial Reconstruction.
- b. In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- c. Bid security instrument or a bid securing declaration shall necessarily accompany the technical bid.
- d. The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in the specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e. The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- g. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- h. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - iv. when the bidder does not deposit the performance security within a specified period after the supply/ work order is placed; and
 - v. If the bidder breaches any provision of a code of integrity, prescribed for bidders, specified in the bidding document.
- i. Notice will be given to the bidder with a reasonable time before bid security deposited is forfeited.
- j. No interest shall be payable on the bid security.

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- k. In case of the successful bidder, the agreement of bid security may be adjusted in arriving at the agreement of the Performance Security, or refunded if the successful bidder furnishes the full agreement of performance security.
- l. The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
 - i. The expiry of the validity of bid security;
 - ii. The execution of an agreement for procurement and performance security is furnished by the successful bidder;
 - iii. The cancellation of the procurement process; or
 - iv. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9. Deadline for the submission of Application form:

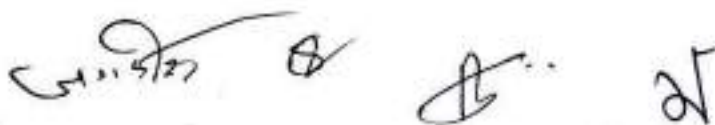
- a. Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b. Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case, the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after the issue of corrigendum, a reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of the initial bidding document. If in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

10. Withdrawal, Substitution, and Modification of Bids:

- a. If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit."
- b. Bids withdrawn shall not be opened and processes further.
- c. No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of Bid.

11. Opening of Bids:

- a. The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b. All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s), bid security to RCScE).
- c. The committee shall conduct preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - i. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee;
 - ii. bid is valid for the period, specified in the bidding document;



- iii. bid is unconditional, and the bidder has agreed to give the required performance security; and
- iv. Other conditions, as specified in the bidding document, are fulfilled.
- v. Any other information which the committee may consider appropriate.
- vi. No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee, and bid security.
- vii. The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12. Clarification of Bids:

To assist in the examination, evaluation, comparison, and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.

13. Correction of Arithmetic Errors in Financial Bids:

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the agreement in words shall prevail, unless the agreement expressed in words is related to an arithmetic error, in which case the agreement in figures shall prevail subject to clause (a) and (b) above.

14. Exclusion of Bids/ Disqualification:

- a. A procuring entity shall exclude/ disqualify a Bid, if: -
 - i. The information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - ii. The information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - iii. The bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - iv. The Bid materially departs from the requirements specified in the bidding document, or it contains false information;
 - v. The bidder, submitting the Bid, his agent or anyone acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - vi. A bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.



- c. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - i. Communicated to the concerned bidder in writing;
 - ii. Published on the State Public Procurement Portal, if applicable.

15. Acceptance of the successful Bid and award of contract:

- a. The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b. The decision on Bids shall be taken within the original validity period of Bids and time period allowed to procuring entity for taking a decision. If the decision is not taken within the original validity period or time limit allowed for taking a decision, the matter shall be referred to the next higher authority in the delegation of financial powers for decision.
- c. Before the award of the contract, the procuring entity shall ensure that the price of a successful Bid is reasonable and consistent with the required quality.
- d. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e. The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f. Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the agreement of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h. If the issuance of a formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document and accepted by the bidder. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i. The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed, and its performance security is obtained.

16. Joint ventures are permitted under this bid, subject to the following conditions:

- a. Letter of intent or a copy of an existing legally valid joint venture agreement complying with the provisions of BF-7, General Provisions of joint venture and provisions required to be included in the Memorandum of Understanding / Joint Venture agreement.

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- b. Power of attorney for the authorized representative of each JV member
- c. Power of attorney for the representative of the lead member to represent all JV members are required.
- d. All partners in the joint venture must sign a joint venture agreement that clearly outlines the responsibilities and obligations of each partner.
- e. The joint venture must designate one partner as the lead partner, who will be responsible for:
 - f. Execution of the entire contract
 - g. Compliance with all contractual obligations
 - h. Communication with the contracting authority
- i. Each partner in the joint venture shall be jointly and severally liable for the performance of the contract.
- j. For the purposes of this Bid document, a joint venture may consist of a maximum of two partners, comprising one Lead Partner and one Associate Partner.
- k. The lead partner must have the authority to bind all partners in the joint venture and shall be responsible for the submission of all documentation and correspondence related to the bid.
- l. The turnover considered for the joint venture shall be that of both Lead Partner & Associate, which must constitute a minimum of 51% in case Lead Partner & 10% in case of associate partner.
- m. The bid security of a joint venture may be considered in the name of the joint venture that submits the bid on behalf of Lead partner.
- n. In the case that the bidder is a Joint Venture, the bid shall be signed by an authorized representative of the joint venture on behalf of the joint venture, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative. Bidder and other members of JV have to comply with the requirements given in BF-7.
- o. If the bid submitted by a joint venture, the bid shall include a copy of the Joint Venture Agreement entered into by all the members. Alternatively, a letter of intent to execute a Joint Venture agreement in the event of a successful Bid shall be signed by all the members and submitted with the bid, together with a copy of the proposed agreement.
- p. Any changes to the composition or structure of the joint venture must be approved in writing by the contracting authority prior to implementation.

17. Procuring entity's right to accept or reject any or all Bids:

The Procuring entity reserves the right to accept or reject any Bid and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

18. Right to vary the quantity:

- a. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled to any claim or compensation.
- b. Repeat orders for extra services or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - i. 50% of the quantity of the individual services and 50% of the value of original contract in case of works; and
 - ii. 50% of the value of goods or services of the original contract

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20. Dividing quantities among more than one bidder:

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted as lowest.

21. Acceptance of the successful bid and award of contract:

- a. The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful bid.
- b. Decision on bids shall be taken within original validity period of bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c. Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its bid has been accepted.
- d. As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the agreement of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- e. If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or Letter of Intent shall constitute a binding contract. The Rajasthan Transparency in Public Procurement Rules, 2013 (9) The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

22. Execution of agreement

- a. A procurement contract shall come into force from the date on which agreement is signed with the bidder.
- b. The successful bidder shall sign the procurement agreement within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c. If the bidder, who's Bid has been accepted, fails to sign a written procurement agreement or fails to furnish the required security deposit within the specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and RTPP Act. The procuring entity may, in such case, cancel



- the procurement process with the bidder and may debar the bidder from participating in any future bid.
- d. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Rajasthan only.
 - e. Bidder has also to sign agreement with the Biding authority as per indicative format attached in the bid document.
 - f. In case the successful bidder is a Joint Venture, whether JV is legally formed or JV has submitted Letter of Intent to form JV, the Form of Agreement and the Contract Document shall be signed by all partners of the Joint Venture to Conclude the Contract Agreement and making it legally binding on all partners. While signing the contract, bidder will also have to submit signed copy of Bid Document in token of having accepted all the terms and condition of Bid Document. The stamp paper issued in the State of Rajasthan should be used for contract signing.

23. Additional Performance Security Clause:

As per RTPP rule 75-A "An additional performance security shall also be taken from the successful bidder in case of unbalance bid (when the quoted L1 rates are less than 15% (of maximum 12%) of the estimated bid agreement, the bid is considered to be unbalance bid). The additional performance security shall be equal to fifty percent of the Unbalanced Bid agreement. The additional performance security shall be deposited in a lump sum by the successful bidder before execution of agreement".

24. Confidentiality:

- a. Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:-
 - i. impede enforcement of any law;
 - ii. affect the security or strategic interests of India;
 - iii. affect the intellectual property rights or legitimate commercial interests of bidders;
 - iv. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid or the intellectual property rights of the procuring entity.
- b. The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c. The procuring entity may impose on bidders and sub-contractors if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting the information, the disclosure of which violates (a) above.
- d. In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting the confidentiality of such information.





25. Cancellation of the procurement process:

- a. If any procurement process has been cancelled, it shall not be reopened, but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement if required.
- b. A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - i. at any time prior to the acceptance of the successful Bid; or
 - ii. after the successful Bid is accepted in accordance with (d) and (c) below.
- c. The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d. The decision of the procuring entity to cancel the procurement and reasons for such a decision shall be immediately communicated to all bidders that participated in the procurement process.
- e. If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f. If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - i. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful, but no procurement contract has been entered into;
 - ii. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

26. Code of Integrity for Bidders

- a. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b. The code of integrity includes provisions for: -
 - i. Prohibiting
 - a) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - c) any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness, and progress of the procurement process;
 - d) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - e) any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - f) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - g) any obstruction of any investigation or audit of a procurement process;
 - ii. disclosure of conflict of interest;
 - iii. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.



- c. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- i. exclusion of the bidder from the procurement process.
 - ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security.
 - iii. forfeiture or encashment of any other security or bond relating to the procurement.
 - iv. recovery of payments made by the procuring entity along with interest thereon at bank rate.
 - v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity.
 - vi. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

27. Conflict of Interest

A bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:

- a. they have controlling partners in common;
- b. they receive or have received any direct or indirect subsidy from any of them;
- c. they have the same legal representative for purposes of the bid;
- d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as bidder/authorised partner, in more than one bid; or
- f. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidder shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

28. Interference with the Procurement Process

A bidder, who: -

- a. withdraws from the procurement process after the opening of financial bids;
- b. withdraws from the procurement process after being declared the successful bidder;
- c. fails to enter into procurement contract after being declared the successful bidder;
- d. fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

29. Appeals

- a. Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in



contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

- i. Provided that after the declaration of a bidder as successful in terms of "Award of Contract," the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - ii. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b. The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal.
 - c. If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.
 - d. The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal:
 - e. The officer or authority to which an appeal may be filed under (a) or (d) above shall be:
 - i. First Appellate Authority: Additional Chief Secretary/ Principal Secretary/ Secretary, Department of School Education, GoR, Secretariat, Jaipur.
 - ii. Second Appellate Authority: Secretary Finance (Budget) Department, Govt. of Rajasthan, Secretariat, Jaipur.
 - f. **Form of Appeal:**
 - i. Every appeal under (a) and (c) above shall be as per the bid document along with as many copies as there are respondents in the appeal.
 - ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of the fee.
 - iii. Every appeal may be presented to the First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
 - g. **Fee for Appeal:**
 - i. Fee for the first appeal shall be rupees two thousand five hundred and for the second appeal shall be rupees ten thousand, which shall be non-refundable.
 - ii. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
 - h. **Procedure for disposal of appeal:**
 - i. The First Appellate Authority or Second Appellate Authority, as the case may be, upon the filing of the appeal, shall issue notice accompanied by a copy of appeal, affidavit, and documents, if any, to the respondents and fix the date of hearing.

- ii. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - a) hear all the parties to appeal present before him; and
 - b) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- i. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of the order to the parties to appeal free of cost.
- j. The order passed under (c) shall also be placed on the State Public Procurement Portal.
 - i. No information which would impair the protection of essential security interests of India, or impede the enforcement of the law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

30. Offenses by Firms/ Companies

- a. Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
- b. Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- c. Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or another officer of the company, such director, manager, secretary or another officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- d. For the purpose of this section:
 - i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - ii. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- e. **Abetment of certain offenses:** Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

31. Debarment from Bidding:

- a. A bidder shall be debarred by the State Government if he has been convicted of an offence
 - i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

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- b. A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c. If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e. The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

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Section - 5:
Specific Terms & Conditions of the agreement

A. Penalty Clause

1. The penalty of Rs. 500 per day per vocational trainer in case of delay in the initial joining of trainers deployed by VTP beyond the specified time period (specified in agreement). In any case the delay should not be more than of 15 calendar days. But in case of unavoidable circumstances the VTP shall submit the application of relaxation, on which the decision of RCScE shall prevail.
2. The vocational trainer is permitted to take one leave per month, and any unused leaves can be accumulated throughout the academic year. However, the maximum number of leaves that can be availed in an academic year is 12. In the event that the vocational trainer exceeds the limit of 12 leaves in a year, a penalty of Rs. 500 will be imposed on the Vocational Training Provider (VTP). Additionally, for each day of leave beyond the allowable limit, the vocational trainer will not receive remuneration for that day.
3. In case of absence of Vocational Trainer from allotted school without intimation the VTP will be penalized for Rs. 500 per day per vocational trainer and the remuneration for the day to vocational trainer will not be paid. If the absence is for more than 5 days the VTP shall arrange the full-time substitute vocational trainer, otherwise the penalty charges will be doubled.
4. In case the vocational training provider is unable to arrange the substitute (full time vocational trainer) within three working days (5+3=8) then the services provided by the VTP deemed to be unsatisfactory and a show cause notice should be issued to Vocational Training Provider. The VTP has to reply within three days of the issuance of the notice. In case the Vocational Training Provider does not reply within three calendar days or Vocational Training Providers' reply is not found satisfactory by RCScE, then RCScE will consider this as a case of dissatisfactory service. The RCScE then can initiate action against VTP as per the provisions of bid.
5. Guest Lecture – If guest lectures are not conducted as per time line (excluding long school vacations like winter, summer & Diwali, and half-yearly & yearly exams or reason provided by School Principal) then a penalty of Rs. 500 for every missed guest lecture will be imposed on VTP.
6. Industrial Visit for class 9th and 10th - For each industrial visit not conducted a penalty of Rs. 2000 per visit will be imposed on VTP.
7. On the Job Training (OJT) for classes 11th and 12th – If any VTP does not conduct OJT of a minimum of 80 hours in every year academic session as per time line, then a penalty amounting to Rs. 100 per student per day for OJT not conducted shall be applicable.
8. If the VT honorarium is not paid by the 10th day of the month following the service month, a penalty of Rs. 100 per day shall be imposed on the VTP for each day of delay. If the VTP is unable to make the payment by the deadline due to a justifiable reason, the VTP shall promptly inform RCScE of the delay and obtain explicit approval from



RCScE for a waiver of the penalty. Without such approval, the penalty shall be enforced.

9. In case of breach/violation of any MOE norms and other guidelines, the RCScE reserves the decision on levying appropriate penalties in cases other than those mentioned from clauses (1) to (7).

***Note:**

- a) Fraction of a day in the reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- b) If the Vocational Training Provider needs more time to complete the deployment of VTs due to any hindrances, they must request an extension in writing from the authority issuing the work order. This request must be made immediately upon encountering the hindrance and not after the original completion date.

B. Specific Terms & Condition to the BID/VTP

1. In case any bidder refuses to sign an agreement with RCScE after school allotment, in such circumstances RCScE will forfeit the bid security submitted by the bidder as per RTPP Rules, 2013.
2. VTP should have a registered office in Rajasthan.
3. The agreement is for two academic years, namely 2024-25 & 2025-26. For this BID, the academic year 2024-25 shall commence from the date of deployment of vocational trainers and shall extend until June 30th, 2025. Similarly, the academic year 2025-26 shall span from July 1, 2025, to April 30, 2026. The vocational trainers shall be engaged and paid by the vocational training provider accordingly.
4. Vocational Trainer notwithstanding the penalty terms in case VTP does not put into place the VT for more than 15 calendar days from the originally stipulated date then the school may be allotted to another VTP.
5. Any VTP who like to discontinue CSS for VSHSE program during the period of the signed agreement with RCScE then the VTP shall inform about it in writing three months in advance before ending the agreement. However, such VTP will not be eligible to participate in the Online E-Bid for the next three forthcoming years. The RCScE will allot the concerned schools to other VTPs as per the decision of the competent authority of RCScE. In such circumstances, the BG submitted by VTP will be forfeited.
6. RCScE (Rajasthan Council of School Education) retains the authority to terminate the agreement with the Vocational Training Providers (VTPs) based on valid reasons by providing a one-month notice period. In case of agreement termination, the VTPs' Bank Guarantee (BG) shall not be refunded, as per the terms and conditions stipulated in the agreement.
7. If any bidder breaches the agreement during the tenure period, RCScE reserves the right to take any of the following actions: (a) Forfeiting of the Performance Security, (b) Distribution of allotted schools to other VTPs, (c) Taking appropriate legal action/lodging of FIR against the firm (d) Debarment of the VTPs.

6/12/21

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


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8. Always ensure compliance with the circular of राजस्थान सरकार वित्त (G&T) विभाग क्रमांक: एफ.2(1) वित्त/एसपीएफसी/2017 जयपुर, दिनांक 30/04/2018 संख्या/2018
9. The RCScE reserves the right to increase/decrease the number of vocational education schools to be allotted.
10. The VTP shall always ensure compliance with all guidelines and circulars etc. being issued from time to time by the State Government/ RCScE for implementation of the scheme.
11. The vocational education agreement for CSS-VHSE will initially be for two academic years. Agreement can be further extended to one more year after the mutual consent of both parties as per the provisions of the bid.
12. The bidder quoting the lowest price shall be declared the L1 bidder.
13. In the procurement process, the bidder is required to submit an application for all the schools. In the event that the bidder is qualified and selected as the successful bidder, the procuring entity retains sole discretion in determining the number of schools and districts to be allotted to the successful bidder.
14. If a bidder qualifies for L-1 rates, the bidder may be allocated a maximum of 94 schools, under this bid.
15. TDS will be deducted only on administration/agency charges as per IT rule.
16. The VTPs have to do the job placement tracking for 12 months for the 12th pass-out students of previous years. The relevant data of these students will be made available to the school & district authorities by VTP. A quarterly report related to it will be submitted by VTP to RCScE Jaipur.
17. The remuneration shall be paid to the Vocational trainer on monthly basis regularly by the VTPs. The VTPs shall release VT honorarium for 03 consecutive months without fail, even in case payment is under process from the RCScE side. In the case of non-compliance to terms of BID, RCScE reserves the right to transfer the allotted schools of such VTP to another training provider, or any other appropriate action may be taken against such training provider (as mentioned in Point no. 7 of Specific conditions of the Bid / VTP).
18. In order to be appointed as a Vocational Trainer in state government English Medium schools (existing or future) the trainer should have fluency in the English Language along with excellent written and oral communication skills.
19. If selected VTPs are offered schools under the HUB & Spoke model then according to RCScE guidelines, they must carry out the teaching and training activities in the assigned schools through their vocational trainers.
20. If a vocational trainer intends to resign from their position, it is mandatory for them to provide a written notice of resignation to the Vocational Training Provider (VTP) at least one month in advance. The VTP is then responsible for notifying the respective school, district, and State office about the resignation and initiating the process of finding a suitable replacement. Furthermore, prior to the new trainer's joining, the VTP is required to inform the State office about the appointment at least three days before the onboarding of new trainer.

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21. In the event of a school or sector closure, or any other circumstances necessitating a change, the Vocational Training Provider (VTP) is obliged to extend its services to the new school or sector in accordance with the prescribed norms. The VTP must adhere to the established guidelines and regulations governing vocational training and ensure the continuation of vocational education in the relocated setting. By complying with the prescribed norms.
22. In the event of project closure, program alteration by the Ministry of Education / RCScE, or any other applicable condition, RCScE reserves the right to terminate the contract with a one-month notice period. RCScE shall not be liable for any losses incurred by the VTP or Vocational Trainer as a result of such termination.
23. The performance of the Vocational Training Provider (VTP) shall be assessed on an annual basis. The RCScE (Rajasthan Council of School Education) will decide the performance appraisal process. The performance appraisal will be done on the basis of the assessment and evaluation of the services provided by the VT. The purpose of this performance appraisal is to ensure, adherence to the agreed-upon standards and guidelines. The contract between the parties may be terminated, if the VTP fails to meet the required standards.
24. In the document verification of Vocational Trainers after execution of contract or at any point of time during contract period, If verification is failed on basis of presented documents in relation to age, experience, qualification etc. as mentioned in bid should be liable to disqualification immediately. Penalty shall be imposed on VTP Rs 1,00,000/- for each VT disqualification. For such disqualify VT reimbursement for said period shall not be paid and if already paid shall be liable to recovery from VTP.
25. VTs will be involved in the following activities during the summer and winter vacations: (a) promotion of the vocational education scheme, public awareness, and parent and student counselling. (b) Action plan preparation through identification and coordination of nearby industrial units/institutions for activities such as OJT/Industrial Visit, job placement, internship, and so on, as well as keeping a record of willing students (c) Planning and preparation for upper primary level students' exposure activity by liaising with local artisans, craftsmen, etc.
26. The Vocational Training Provider is responsible for ensuring the proper conduct of their personnel in government school premises, as well as in district and state offices. In case of any damage/loss/theft etc. to the property of school or any damage to the reputation of RCSCE which is caused by the personnel deployed by the VTP, the VTP will be liable to make good the loss on the basis of the value of the property/damages on account of loss of reputation as determined by RCSCE. The same shall be deposited by the VTP with RCScE or could be recovered from the performance guarantee/monthly payments due to the Vocational training Provider.
27. The Vocational Training Provider's Trainers working in Schools should be polite, energetic and efficient, while handling the assigned work. In case, the person employed by the VTP commits any act of omission / commission that agreements to misconduct / indiscipline / incompetence, the VTP shall be liable to take appropriate action against such person, including their removal from site of work, if required by RCScE.

28. The vocational trainer deputed to Govt. Sr. Sec. Schools shall not be changed by the VTP in the usual course, except in the event of any person leaving the job due to his/her personal reasons. In the latter case, the VTP shall immediately inform RCScE about the deployed personnel who have left the job. The VTP shall immediately provide equally or better qualified and experienced personnel to the satisfaction of RCScE.
29. For all intents and purposes, the VTP shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed by it and deployed in Govt. Sr. Sec. Schools. The vocational trainer deployed by the VTP in Govt. Sr. Sec. Schools shall not be entitled to claim any Master and Servant relationship with RCScE or any of its offices. No claim shall be made on behalf of Vocational Training Provider for employment as this bid is only for hiring of services.
30. The vocational training provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to vocational trainers deployed. RCScE shall in no way be responsible for settlement of such issues whatsoever.
31. RCScE shall not be responsible for any financial or other injury to any vocational trainer deployed by vocational training provider in the course of their performing the functions/duties, or for payment towards any compensation.
32. The vocational trainers deployed by the VTP shall not claim nor shall be entitled to pay, perks and other facilities admissible to other employees of RCScE during the currency or after expiry of the contract.
33. In case of termination of this contract on its expiry or otherwise, the vocational trainers deployed by the vocational training provider shall not be entitled to and will have no claim for any absorption in any capacity in RCScE.
34. The vocational training provider would be responsible for the character and conduct of its personnel.
35. Persons of doubtful character, or with a criminal record, or with a history of conviction by a competent court of law will not be deputed for work under this contract. In case of any complaint against any of the deployed vocational trainer, the vocational training provider shall be under obligation to change the staff concerned on the instruction of RCScE.
36. Any change in the constitution of the vocational training provider will be notified by the VTP in writing to RCScE and such changes shall not discharge former office bearer/member(s) of the VTP from any liability under the Contract. No new partner(s)/member(s) will be accepted in the VTP in respect of the Contract unless he/she/they agree to abide by all its terms and conditions and submit an agreement to this effect in writing to RCScE.
37. The VTP shall nominate a point of contact responsible for immediate interaction with RCScE to ensure optimal services from the deployed personnel without disruption. The VTP must provide the name and contact details of this coordinator to RCScE before the contract work begins.
38. The point of contact shall also be responsible for liaison with all the statutory and public bodies, ensuring timely payment of all dues and applicable taxes to concerned

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- authorities, keeping all the NOC and necessary permits duly validated at all times and initiating prompt action for renewal of the same.
39. The vocational training provider will exercise supervision and control on all the personnel deployed under this contract.
 40. RCSCE shall be at liberty to place order for providing services for which the tender has been accepted by indicating a service schedule spread over the full duration of contract, or may place order in parts
 41. The vocational trainer must not consume or be under the influence of liquor or any other intoxicant while on duty. If any on-duty staff of VTP are found to be under the influence of liquor or any other intoxicant, the VTP shall immediately replace the person & a penalty of Rs. 1000/- per case will be imposed on the VTP.
 42. RCSCE has right to recover losses of RCSCE property incurred by any action of the outsourced manpower from the agency.
 43. RCSCE will authorize an officer for supervising and monitoring the services, who will also verify the monthly deployment, periodical performance reports submitted by the agency. Problems/suggestions/complaints shall be communicated to the Agency by the Registrar.
 44. The RCSCE/District ADPC offices will examine the CVs and necessary technical qualifications of all Personnel and those not found suitable shall be replaced by the VTP to the satisfaction of the Authority.

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Section-6: General Terms and Conditions of the Bid & Contract

The procurement process under this bidding document, terms & conditions mentioned herein are governed by the RTPP Act, 2013. Bidder should read these conditions carefully and comply strictly while sending their Bid.

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a. "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference herein.
- b. "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c. "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d. "Day" means a calendar day.
- e. "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f. "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g. "Services" means all of the specialized services that the successful/ selected bidder is required to provide to the Purchaser under the Contract.
- h. "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- i. "Purchaser" means the entity purchasing/procuring entity, as specified in the bidding document.
- j. "Related Services" means the services incidental to the deployment of the manpower services, such as insurance, training, and other similar obligations of the successful/ selected bidder under the Contract.
- k. "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the services to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- l. "Successful VTP or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- m. "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the eligibility conditions, specifications, (educational qualifications, experience and certifications, etc.) of the proposed manpower and related services to be rendered. If the bidder has any doubts as to



the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1. Verification of Eligibility Documents by purchaser

"Purchaser reserves the right to verify all statements, information and documents submitted by the bidder in response to Bid document. The bidder shall, when so required by purchaser, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by purchaser shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of purchaser thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per provisions of RTPP Act and rules.

2. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Interpretation

- a. If the context so requires it, singular means plural and vice versa.
- b. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the VTP/ Selected bidder and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d. Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Language

- a. The Contract, as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser shall be written in the English or Hindi language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special



conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- b. The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5. Contract Price

- a. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- b. Prices charged by the VTP/ Selected Bidder for the Related supply/ Services performed under the Contract shall not vary from the prices quoted by the VTP/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

6. Taxes & Duties

- a. The TDS, GST, etc., if applicable, shall be deducted at source/ paid by RCSCE as per prevailing rates.
- b. For services supplied, the selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the deployment of the contracted services to the Purchaser.
- c. If any tax exemptions, deductions, allowances or privileges may be available to the selected bidder, the Purchaser shall use its best efforts to enable the selected bidder to benefit from any such tax savings to the maximum allowable extent.

7. Confidential Information

- a. The Purchaser and the VTP/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b. The VTP/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the VTP/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the VTP/ Selected Bidder.
- c. The Purchaser shall not use such documents, data, and other information received from the VTP/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the VTP/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d. The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or VTP/ Selected Bidder need to share with RCSCE or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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- e. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the services or any part thereof.
- f. The provisions of this clause shall survive during the course of agreement and after two years of completion or termination, for whatever reason, of the Contract.

8. Sub-contracting

- a. The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Biding Authority.
- b. If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the VTP/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c. Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

9. Termination

A. Termination for Default

- i. The Bid sanctioning authority of RCSCE may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the VTP/ selected bidder, terminate the contract in whole or in part: -
 - a. If the VTP/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RCSCE; or
 - b. If the VTP/ selected bidder fails to perform any other obligation under the contract within the specified period of deployment of resource or any extension granted thereof; or
 - c. If the VTP/ selected bidder, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the VTP/ selected bidder commits a breach of any condition of the contract.
- ii. If RCSCE terminates the contract in whole or in part, the agreement of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior-most finance person available in the office and of a legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- iv. A 30 days cure period may be provided to the bidder.

B. Termination for Insolvency

RCSCE may at any time terminate the Contract by giving written notice of at least 30 days to the VTP/ selected bidder if the VTP/ selected bidder becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the VTP/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RCSCE.

C. Termination for Convenience

- i. RCSCE, by a written notice of at least 30 days sent to the VTP/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the VTP/ selected bidder under



- the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the VTP/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
 - iii. The services that are complete and ready for deployment/ delivery within twenty-eight (28) days after the VTP's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining services, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the VTP/ selected bidder an agreed agreement for partially completed Services Or and for materials and parts previously procured by the VTP/ selected bidder.
 - iv. A 30 days cure period may be provided to the bidder.
 - v. As on effective date of termination, Biding Authority shall pay:
 - a. The unpaid value of all the assets/ services supplied by the bidders and accepted by the purchaser in accordance with the RFP specifications.
 - b. All the services delivered by the bidder and accepted by the purchaser; the consideration payable shall be based on services rate as per agreement.

10. Settlement of Disputes

- a) All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the State Project Director, RCScE and the decision of the State Project Director, RCScE, Jaipur shall be final as per bid terms and conditions. Jurisdiction area for dispute settlement shall be Jaipur only.

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Section-7: Special Conditions of Contract (SCC)

1. **Period of Execution of Services:** Period of execution of services / deployment of services shall be 16 months as mentioned in the bid. Work order will be placed through registered post/e-mail/any communication medium by the Council. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of Work. The contract period may be extended as per the provisions of the bid and as per the provisions of RTPP Act 2012 and rules 2013.
2. **Payment terms and condition:**
 - (i) All bills/invoices should be raised in triplicate by the bidder.
 - (ii) Payment shall be made by RTGS/account payee bank demand draft/banker's cheque, as the case may be on presenting complete bill/invoice as per rules. Expenses on this account, if any, shall be borne by the firm.
 - (iii) No advance payments towards cost will be made to the bidder.
 - (iv) If at any time during the period of contract, the price of bid services is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform State Project Director, RCScE, Jaipur, Jaipur immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.
 - (v) In case of any enhancement / decrease in GST, if applicable, due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item.
 - (vi) **Terms of Payment:**
 - a. **Payment to Vocational Trainer (VT) by the Vocational Training Provider:**
The Vocational Training Provider (VTP) is responsible for paying a gross honorarium of INR 22,000 per month to each deployed vocational trainer in allotted schools by the 10th day of the month following the service month. The VTP must maintain transparent payment records and directly credit the honorarium to the trainers' accounts through ECS, RTGS, or NEFT. A monthly copy of the payment details should be sent to the concerned district ADPC office. Reimbursement will follow a decentralized approach, with the State office making payments to the districts and the districts subsequently making payments to the VTPs. The VTPs must submit a file at the district office, including documents such as vocational trainer attendance, bank statements reflecting payments made, school principal verification report and other necessary documents. Before making to the payment to the VTP the district office will ensure the authenticity of the submitted documents.
When submitting the reimbursement file, the VTP should mention the district where the original payment evidence was submitted on the invoices for the remaining allotted districts. The VTP's shall release VT honorarium for 03 consecutive months without fail, even in case payment is under process from RCScE side. In the situation of non-compliance, the allotted schools of such VTP may be transferred to another training provider or other strict actions may be taken against such training provider after the due approval of competent authorities.



b. Payment to VTP by RCScE:

For the services being provided by the VTP, RCScE shall pay to VTP the following amounts:

- i. An amount equal to the honorarium paid by the VTP to the VTs as per clause (a) above of Terms of Payments.
 - ii. VTP will be paid agency administrative charge as per financial bid, being paid to all the VT's to be deployed by him. This amount shall cover the cost of:
 - a. Selection of VTs,
 - b. Management of VTs, as leave reserve, appointing backup of VTs (in case a VT quits or takes long term leave),
 - c. Miscellaneous expenses for the handling of the Project, and
 - d. Other activities as per the entire scope of work mentioned in the bid document.
 - iii. The awareness activities, yearly plan and compliance report should be shared with RCScE as per the notification released by RCScE on timely basis.
 - iv. Evidence/proof of payment to VT by VTP shall be submitted for reimbursement to RCScE (State /District Office) along with bills.
 - v. The VTP shall submit invoices every month to RCScE (State/District Office) mentioning the name of the district in which original evidence of payment has been submitted by 15th day of the next (following) month which will include VT honorarium, agency administrative charges along with NEFT/RTGS/ECS payment certificate of previous month. The VTP must submit the VT reimbursement file within 45 days following the end of the service month. Submissions made after this 45-day period shall not be accepted by the district offices. Late files may only be reconsidered with explicit approval from RCScE. The VTP must provide a justifiable reason for the delay, and RCScE will determine whether to instruct the district office to accept or reject the late file based on the provided justification.
- c. However, State Project Director, RCScE, Jaipur may take decision in this regard and whose decision shall be final and binding.

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Section- 8: BIDDING FORMS (BF)

BF- I

(To be submitted on the letterhead of the Applicant)

To
State Project Director,
Rajasthan Council of School Education,
2nd Floor, Block 5
Dr. Radhakrishnan Shiksha Sankul,
Jawahar Lal Nehru Marg Jaipur – 302017

Date:

Dear Sir,

Sub: IMPLEMENTATION OF VOCATIONAL EDUCATION IN RAJASTHAN

With reference to the above advertisement, we hereby submit our Application in response to this "Online E-Bid (OCB)" to undertake the development of this project either individually; we are submitting the application for the following sector –

I. _____

We understand that this is an initial online E-Bid on our part and mere submission of this Online E-Bid does not entitle us to receive any documents or be invited to an Online E-Bid for this project.

I/We hereby declare that our company /firm: -

- a) Not be insolvent, in receivership, bankrupt, or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended, and must not be the subject of legal proceedings for any of the foregoing reasons;
- b) Not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- c) Not have a conflict of interest in the procurement in question as specified in the bidding document.
- d) Comply with the code of integrity as specified in the bidding document.

Signature-

Full Name of Competent Authority-

Designation-

Land Line Phone & Mobile Number-

Email address -



BF-II

Organization Details

Please enter the information requested in the spaces provided.

Sl. No.	Details	Documentary Evidence	Enclosed Document
1	Name of Vocational Training Provider		
2	Address for Communication		
3	Contact Person Name		
4	Contact Telephone Number		
5	E-Mail Address		
6	Website		
7	Whether VTP is (Society/Trust/ Company/ Others) please indicate Registration no., Date & Validity of Registration Certificate	Registration Certificate	
8	Business Details How many years have you been in the Skill training business as of 30 th November 2024.	Agreement Copies	
9	Organization's Presence in the State (Head Office / Branch Office) – Address(s)	Certified letter from the authorised signatory, with address and contact details of the office	
10	Applicants' Total turnover in the last 3 years from: 2023-24 2022-23 2021-22	Mandatory UDIN NO. Generated certificate	
11	No. of candidates trained in related Trade /Sector in last 3 years a) HealthCare.....	Provide details, along with proof of training Conducted.	

		Affidavit on non-judicial stamp paper, with trained students' details.	
12	No. of candidates placed in related Trade /Sector in the last 3 years a) HealthCare.....	Provide details, along with proof of placement (e.g., client certificate) Affidavit on non-judicial stamp paper, with placed student's details.	
13	Applicant's own operational training centers as of 31 st November 2024	Certified letter from the authorised signatory, with address and contact details of the centers (with address proof)	
14	Registration Details as a vocational training provider who is affiliated with the National Skill Development Corporation (NSDC)	NSDC partnership & trade affiliation certificate for the current academic year	

*Please add relevant documents as well.

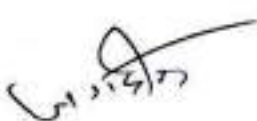

 &  

Technical Experience Details

A) Previous Experience of the applicant in Implementation of the Vocationalization of Secondary and Higher Secondary Education Program in Government Senior Secondary Schools.

Please fill in details of each project implemented/managed by the organization (must be provided on Rs. 100 Non judicial Stamp)

Description	Applicant to fill up the Details here
Name of the Entity	
Project Authority	
Title & Nature of the Project	
Location (s)	
Date of Commencement of Project/ Contract & Copy of Work Order/ Contract)	
Status of Project/Contract Completion (Status Certificate from Authority/Entity)	
Contracted Volume (Physical & Financial)	
Completed Volume of the project (Physical & Financial)	

Handwritten signatures and initials:  &  

BF-IV

ANNEXURE-7: FINANCIAL BID Submission Sheet

To,
[Procuring Entity],

Reference: NIB No.: _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that 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 hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized

Signatory Name:

Designation:

[Handwritten signatures and initials]

BF- V

(To be filled only on E-Proc Portal)

BOQ Submission Sheet:

Tender Inviting Authority: State Project Director, Rajasthan Council of School Education, Jaipur		
Name of Work: <u>"VOCATIONALISATION, OF SECONDARY AND HIGHER SECONDARY EDUCATION PROGRAMME" IN 358 Government schools along with 18 Out of School Children Training Centers.</u>		
Name of the Bidder / Bidding Firm / Company:		
1	2	3
Sl. No	Item Description / Sector	Rate of Administrative charges to be paid for the agency In Percentage on reimbursable amount of VT's honorarium (inclusive of all taxes)
1	Healthcare	
Total In Figures		
Quoted Rate in Words		

* Rates for lowest trade rate shall be compared trade wise as per column 3 and for evaluation for combined score in QCBS rates filled in above table for applied trade shall be considered.

*Note: Evaluation and allotment shall be conducted strictly in accordance with the QCBS method

*Note: Financial Bid duly filled in BOQ should be submitted only through the portal <https://eproc.rajasthan.gov.in>. The rate should not be disclosed in the technical bid.

5/11/22 B A 25

BF-VI

राजस्थान सरकार
वित्त (जी एण्ड टी) विभाग

क्रमांक: एफ2(1)/एफ.डी./एसपीएफसी /2017

दिनांक: 14/11/2018

परिपत्र

विषय:- वित्त (जीएण्डटी) विभाग द्वारा जारी परिपत्र संख्या-1 दिनांक 30.04.2018 के संबंध में स्पष्टीकरण वास्तु।

इस विभाग द्वारा राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 एवं नियम, 2013 के अन्तर्गत मानव संसाधनों की सेवाओं के उपापन के सम्बन्ध में जारी परिपत्र संख्या-1/2018 दिनांक 30.04.2018 के बिन्दु संख्या (V) पर वर्णित "राजस्थान अनुबन्धित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970, कर्मचारी भविष्य निधि अधिनियम, 1952 एवं कर्मचारी राज्य बीमा अधिनियम, 1948 के अन्तर्गत नियमानुसार पंजीकृत संवेदक ही उक्त प्रकार की बोलियों में भाग लेने हेतु अर्हत होंगे। पंजीकरण प्रमाण पत्र की सत्यापित प्रतिलिपि पूर्ण रूप से भरे हुए बोली दरतादेज के साथ संबंधित उपापन संस्था को प्रस्तुत की जावेगी, के सम्बन्ध में विभिन्न प्रशासनिक विभागों से मार्गदर्शन हेतु प्राप्त प्रश्नों के क्रम में निम्नानुसार स्थिति स्पष्ट की जाती है:-

"बोलीदाता (bidder) के द्वारा निविदा प्रस्तुत किये जाने के समय राजस्थान श्रमिक अनुबन्धित अधिनियम एवं श्रमिक अनुबन्ध नियम, 1970/संशोधन अधिनियम, 2014 तथा कर्मचारी भविष्य निधि अधिनियम, 1952 के अद्यतन प्राणधानों के अन्तर्गत पंजीकरण करवाना आवश्यक है, तो बोलीदाता द्वारा पंजीकरण प्रमाण-पत्र उपलब्ध कराया जायेगा। यदि नियमों के अन्तर्गत बोलीदाता पंजीकरण काय्याता की सीमा में नहीं है तो वह तदनुसार वचन-पत्र (Undertaking) प्रस्तुत करते हुए बोली में भाग ले सकता है।

सफल बोलीदाता को यह शपथ-पत्र (Affidavit) प्रस्तुत करना आवश्यक होगा कि निविदा अवधि के दौरान यदि उसके द्वारा राजस्थान श्रमिक अनुबन्धित अधिनियम एवं श्रमिक अनुबन्ध नियम, 1970/संशोधन अधिनियम, 2014 तथा कर्मचारी भविष्य निधि अधिनियम, 1952 के अन्तर्गत पंजीकरण कराया जाना आवश्यक हो तो तदनुसार पंजीकरण करते हुए प्रमाण-पत्र की प्रति संबंधित कार्यालय को उपलब्ध करवाई जायेगी।"


शासन सचिव
वित्त (बजट) विभाग



BF- VII

Joint Venture Provisions

1. General Provisions of Joint Ventures

Requirements: If Joint Ventures are allowed. Bids submitted by a Joint Venture (JV) shall comply with the following requirements:

- a) There shall be a Joint Venture Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in BF-7 shall be submitted before any award of work could be finalized.
- b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
- c) Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
- d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Bid and the Form of Agreement (in case of a successful bidder).
- f) In the event of default by any partner, in the execution of his part of Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make

Handwritten signatures and initials:
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the Contractor liable for action by the Employer under the Conditions of Contract. If the most experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.

- g) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
- h) The bid submitted shall include all the relevant information as required under the provisions of Sub-Clause of ITB and furnished separately for each partner.
- i) **Joint and several liability:** If the Contractor has formed a Joint Venture (JV) of two persons for implementing the Project:
 - I. these persons shall, without prejudice to the provisions of this Agreement, be deemed to be jointly and severally liable to the Authority for the performance of the Agreement; and
 - II. the Contractor shall ensure that no change in the composition of the JV is affected without the prior consent of the Authority. SBD for IT Equipment Page | 122 Without prejudice to the joint and several liability of all the members of the JV, the Lead Member shall represent all the members of the JV and shall at all times be liable and responsible for discharging the functions and obligations of the Contractor. The Contractor shall ensure that each member of the JV shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the JV.

2. Provisions Required to be Included in the Memorandum of Understanding /Joint Venture Agreement:

- I. If the application is made by a joint venture of two or more firms, the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by competent authority) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorised signatories signing for and on behalf of the respective Firms for the purpose of forming the Joint Venture.
- II. A certified copy of the power of attorney to the authorized representatives, signed by legally authorized signatories of all the firms of the joint venture shall accompany the application.



III. The JV Agreement shall be signed by the authorized representative of the joint venture. The JV Agreement shall need to be submitted consisting but not limited to the following provisions:

- a) Name, style, and Project(s) specific JV with Head Office address
- b) Extent (or Equity) of participation of each party in the JV
- c) Commitment of each party to furnish the Bond money (i.e. Bid Security, and Performance Security) to the extent of his/her equity shareholding in the JV
- d) Responsibility of each partner of JV (in terms of organizational/ operational and financial involvement)
- e) Working Capital arrangement of JV
- f) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). In accordance with the Rule 39 of RTPP Rules, in the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.
- g) Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
- h) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- i) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (...) above as well as in the Form of Tender and the Form of Agreement (in case of a successful bidder).
- j) In the event of default by any partner, in the execution of his part of Contract, the Procuring Entity shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Procuring Entity to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the SBD for IT Equipment Page | 123 Contractor liable for action by the Procuring Entity under the Conditions of Contract. If the most experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Procuring Entity will take action under the Conditions of Contract.
- k) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Procuring Entity as mentioned in sub clause (j) above, all the partners of the

Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.

- l) JV shall have a separate Bank Account. Bank account in the name of JV to be operated by at least one non local partner and one local partner. In case of JV among local partners, both the partners are required to operate.
- m) In addition to what has been prescribed in sub-clause (l and j) above, provision for cure in case of non-performance of responsibility by any party of the JV.
- n) Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner(s) of the JV. The Procuring Entity derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- o) Management Structure of JV with details
- p) Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV. The Lead Member shall hold equity shareholding of at least%of the subscribed and paid-up equity of the Contractor, throughout the Contract period. Each of the other Member of the Joint Venture shall hold at least % of the subscribed and paid-up equity share capital of the Contractor for entire Contract period.
- q) The Power of Attorney shall be duly notarized.
- r) Any other relevant details

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BF- VIII

Proforma for Joint Venture Agreement

(To be executed on a non-judicial stamp)

PROFORMA OF JOINT VENTURE AGREEMENT BETWEEN
 ANDFOR BID No.
 OF This joint venture agreement
 executed on this day of two thousand
 between M/s a company incorporated under the laws ofand
 having its registered office at (hereinafter called the "lead Partner" which
 expression shall include its successors, executors and permitted assigns), M/s
 a company incorporated under the laws ofand
 having its registered office at (hereinafter called the "Partner" which
 expression shall include its successors, executors and permitted assigns) and M/s
 a company incorporated under the laws of
 and having its registered office at (hereinafter called the "Partner"
 which expression shall include its successors, executors and permitted assigns) for the purpose
 of making a bid and entering a contract (in case of award) against the Bid No.
 for [Brief Description of
 Services and (or) Installation/related services] with
 [procuring entity]. (hereinafter called the "purchaser". WHEREAS the Procuring Entity invited
 bids as per the above-mentioned Bid for the Service and (or) installation/related services
 stipulated in the bidding documents. AND WHEREAS (Qualifying requirements for bidders)
 forming part of the bidding documents, inter-alia stipulates that a Joint venture of two or more
 qualified manufacturers/Contractors/Parties as partners, meeting the Qualifying requirements
 as applicable may bid, provided the Joint Venture fulfils all other requirements (Qualifying
 requirements for bidders) and in such a case, the Bid Proposal Form shall be signed by all the
 partners so as to legally bind all the partners of the joint venture, who will be jointly and
 severally liable to perform the contract and all obligations hereunder. The above clause further
 states that the Joint Venture agreement shall be attached to the bid and the contract performance
 guarantee will be as per the format enclosed with the bidding document without any restrictions
 or liability for either party. AND WHEREAS the bid has been submitted to the Procuring Entity
 vide proposal No. dated by Lead partner based on the Joint
 Venture agreement between all the partners under these presents and the bid in accordance with
 the requirements of (Qualifying requirements for bidders) has been signed by all the partners.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the partners to this Joint Venture do hereby now agree as follows:

Four handwritten signatures in black ink, appearing to be initials or names, are written across the bottom of the page.

1. In consideration of the award of the contract by the Procuring Entity to the Joint Venture partners, we, the partners to the Joint Venture agreement do hereby agree that M/s shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto the Procuring Entity for the successful performance of the contract and shall be fully, responsible for the design, manufacture and successful performance of the material/equipment and commissioning of the Project in accordance with the contract.
2. In case of any breach of the said contract by the Lead Partner or other partner(s) of the Joint Venture agreement, the partner(s) do hereby agree to be fully responsible for the successful performance of the contract and to carry out all the obligations and responsibilities under the contract in accordance with the requirement of the contract.
3. Further, if the Procuring Entity suffers any loss or damage on account of any breach in the contract or any shortfall in the performance of the Equipment/material in meeting the performances guaranteed as per the specification in terms of the Contract, the partner(s) of these presents undertake to promptly make good such loss or damages caused to the Purchaser, on its demand without any demur. It shall not be necessary or obligatory for the Procuring Entity to proceed against Lead Partner to these presents before proceeding against or dealing with other Partner(s).
4. The financial liability of the Partners of this Joint Venture agreement to the Purchaser, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the contract shall, however, not be limited in any way to restrict or limit the liabilities of any of the partners of the joint venture agreement.
5. It is expressly understood and agreed between the partners to this joint venture agreement that the responsibilities and obligations of each of the partners shall be as delineated in separate Appendix ("To be incorporated suitably by the Partners) to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the partners under this contract.
6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Jaipur shall have the exclusive jurisdiction in all matters arising thereunder.
7. In case of an award of a contract, we the partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the Procuring Entity in the currency of the contract.
8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the contract and shall continue to be enforceable till the Procuring Entity discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the partners to the Joint Venture agreement have through their authorised representatives executed these presents and affixed common seals of their companies, on the day, month and year first mentioned above.



<p>1. Common seal of Has been affixed in my / our presence pursuant to the Board of Directors resolution dated.....</p>	<p>For Lead Partner (Signature of authorised representative)</p>
<p>Signature Name Designation</p>	<p>Name Designation..... Common Seal of the Company</p>
<p>2. Common seal of Has been affixed in my / our presence pursuant to the Board of Directors resolution dated.....</p>	<p>For Lead Partner (Signature of authorised representative)</p>
<p>Signature Name Designation</p>	<p>Name Designation..... Common Seal of the Company</p>

WITNESSES

1.....
(Signature) (Signature)
Name.....
Official Address.....

2.
Name
Official Address.....

[Handwritten signatures and initials]

BF-9

Format for Raising pre bid queries / Suggestions:

S. No	Bidder Name	Page/Clause No. of the Online Open Competitive Bid Document	Existing Conditions	Amendments Proposed
1.				
2.				

Please send the suggestions and queries in the above format only on firms' letterhead with authorized signatory's signatures and stamp. No other format shall be accepted.

In case of any clarification regarding the Online Open Competitive Bid document, please contact:

Sl.No.	Component	Designation	Phone Number	Email
1	Vocational Education	Deputy Director	0141-2715516	mjs.nsqf.raj@gmail.com
2		Assistant Director	0141-2715525	

Handwritten signatures and initials:

BF-10

Note: *Index should be enclosed with Page No in the prescribed format below
(Mandatory):

INDEX

S. No.	Requirements/Criteria (Mandatory Documents)	Page No's
1	Certificates of Incorporation/registration	
2	PAN Number	
3	GST Certificate	
4	EPF Act, 1952	
5	ESIC Act, 1948	
6	Registration Certificate and License Number under Contract Labor Act, 1970	
7	Average Annual Turn Over	
8	Net worth of the organization	
9	NSDC partnership Certificate	
10	No. of candidates trained in related Trade/Sector	
11	No. of candidates placed in related Trade/Sector	
12	Applicant's own operational training centers	
13	Formal operational LOI's	
14	Readily available vocational trainers for deployment	
15	No. of States in which the applicant is providing similar services in Schools under CSS for VSHSE	
16	BF-1	
17	BF-2	
18	BF-3	

G. S. 21 B B 25

19	BF-4	
20	BF-6	
21	BF-7	
22	BF-8	
23	BF-9	
24	BF-10	
25	CF- 1 to 6	

- The BOQ (BF-5) should be used for the Financial Bid. Submit the completed BOQ only through the E-Proc portal, and do not disclose the rates in the Technical Bid.
- Each page of the bid documents must be numbered.
- Only submit relevant documents, including BF and CF.

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Section - 9: Contract Forms

CF-1

Compliance with the code of integrity and no conflict of interest:

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift, or any material benefit either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, bid rigging, or any-competitive behavior to impair the transparency, fairness, and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain an unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest: -

The Bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:

- a. Have controlling partners/shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purposes of the Bid; or
 - d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process;
- or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works, or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as a consultant for the contract

CF-2

Declaration by the Bidder regarding Qualifications

In relation to my /our bid submitted to State Project Director, 5th Block 2nd Floor, Shiksha Sankul, JLN Marg, Jaipur-302017 for procurements of Rate Contract for implementation of Vocational education Program in Government Senior Secondary Schools.

I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/We possess the necessary professional, technical, financial, and managerial resources and competence required by the bidding document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent, in receivership, bankrupt, or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my /our business activities suspended, and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have been convicted of any criminal offence related to my /our professional conduct or the making of false statements or misrepresentations as to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules, and the Bidding Document, which materially affects fair competition;

Date:

Place: Jaipur

Signature of bidder

Name:

Designation:

Address:

Handwritten signature and initials in black ink, including a large signature on the left and the letters 'B' and '2' on the right.

CF-3

Grievance redressal during procurement process:

- (i) The designation and address of the First Appellate Authority is Additional Chief Secretary/Principal Secretary/ Secretary, School Education Govt. of Rajasthan
- (ii) The Designation and address of the Second Appellate Authority is Secretary, Finance Govt. of Rajasthan, Secretariat, Jaipur or as decided by the Govt. of Rajasthan.

(iii) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action, or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which, he feels aggrieved: -

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

The Officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

- (iv) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(v) Appeal not to lie in certain cases

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely: -

- a. Determination of need for procurement;
- b. The provision limiting the participation of Bidders in the Bid process;
- c. The decision of whether or not to enter into negotiations;
- d. Cancellation of a procurement process;
- e. Applicability of the provisions of confidentiality.

(vi) Form of Appeal

- a. An appeal under Para (1) or (3) above shall be in Form-1 along with as many copies as there are respondents in the appeal.
- b. Every appeal shall be accompanied by an order appealed against, if any, an affidavit verifying the facts stated in the appeal, and proof of payment of the fee.

- c. Every appeal may be presented to the first appellate authority or second appellate authority, as the case may be, in person or through a registered post or authorized representative.

(vii) Fee for filling appeal

- a. The fee for the first appeal shall be rupees two thousand five hundred and for the second appeal shall be rupees ten thousand, which shall be non-refundable.
- b. The fee shall be paid in the form of a bank demand draft or banker's cheque of a scheduled bank in India payable in the name of the appellate authority concerned.

(viii) Procedure for disposal of the appeal

- a. The first appellate authority or second appellate authority, as the case may be, upon filling of appeal, shall issue notice accompanied by a copy of appeal, affidavit, and documents, if any, to the respondents and fix the date of hearing.
- b. On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall, -
 - Hear all the parties to appeal, present before him; and
 - Peruse or inspect documents, relevant records, or copies thereof relating to the matter.
- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide a copy of the order to the parties free of cost.
- d. The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

[Handwritten signatures and initials]

The Rajasthan Transparency in Public Procurement Rules, 2013

FORM No. 1

[See rule 83]

**Memorandum of Appeal under the Rajasthan Transparency in
Public Procurement Act, 2012**

Appeal Noof

Before the(First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- (i)
- (ii)
- (iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....
.....
.....(Supported by an affidavit)

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature



CF-4

Additional Condition of Contract**1. Correction of arithmetic errors:**

Provided that a financial bid is substantially responsive, the procuring Entity will correct arithmetical errors during the evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clauses (i) and (ii) above.
- iv. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid Shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be Executed.

2. Procuring entity's right to vary quantity/units:

- i. The units originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of the contract.
- ii. If the RCScE gives a work order less than the quantity indicated in the bidding documents the bidder shall not be entitled to any claim or compensation except otherwise provided in the conditions of the contract.
- iii. If the Bidder fails to deliver, the RCScE shall be free to arrange/procure the item's services and the extra cost incurred shall be recovered from the Service Provider.

3. Dividing quantities among more than one bidder:

As a general rule, all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and in accordance to the provisions of the bid document.

Handwritten signatures and initials are present at the bottom of the page, including a signature on the left and a large checkmark on the right.

CF-5

**Draft Agreement (For Implementation of Vocational Education In Rajasthan under
Samagra Shiksha)
[Sec Rule 68]**

1. An agreement made this day of /--/ 2024, between ----(Name of the VTP)----(Address of the VTP) ("the approved service provider" hereinafter called the Vocational Training Provider), which expression shall, where the context so admits, be deemed to include his heir's successors, executors and administrators of the one part and the Rajasthan Council of School Education (RCSE) Government of the State of Rajasthan (hereinafter called "RCSE" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved Vocational Training Provider (VTP) has agreed with the Government to implement the Centrally Sponsored Scheme for Vocationalization of Secondary and Higher Secondary Education (CSS for VSHSE) of Vocational Education Program in Government Senior Secondary Schools as mentioned in Table 1 below in Rajasthan for the Academic year 2024-25 and 2025-26 as mentioned in clause 12(I) of OCB document. Vocational Training Provider shall also abide by all articles set forth in the schedule appended hereto in the manner set forth in the conditions of the Online E-Bid (OCB) and contract appended herewith and at the rates set forth in column 'Quoted Amount/Evaluated Amount in ₹' of the OCB schedule. The details of the number of schools with trades and their respective rates are as follows, and the name/particulars of the allotted school are annexed as Annexure 1;

Table No. 1

S. No.	Schools	Trades	Rates

3. And whereas the approved Vocational Training Provider has deposited a Bank Guarantee No. of (Name of the Bank), (Address of the Bank with district name) of Rs. (Amount in numbers).00 (Amount in Words)
4. Now these Presents witness:
 - a) In consideration of the reimbursement to be made by the RCSE through NEFT/RTGS/ECS at the rates set forth in the Schedule hereto appended the approved Vocational Training Provider shall do needful action to implement Vocational Education Program in Government Senior Secondary Schools as mentioned in Table 1 above in Rajasthan for the Academic year 2024-25 and 2025-26 for vocational education (as mentioned in clause 2) according to the provisions stated in clause 4 thereof in the manner set forth in the conditions of the bid document and contract.
 - b) The conditions of the bid document and contract for the E-Bid enclosed to the bid Notice No (UBN No. dated) and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

- c) Letters Nos. (Email dates received for accepting L1 rates) received from bidders and letters Nos. (Specific letter no. sent to each successful L1 bidder) issued by the RCSE and appended to this agreement shall also form part of this agreement.
- d) The RCSE do hereby agree that if the Vocational Training Provider shall do needful action to implement Vocational Education Program in Government Senior Secondary Schools as mentioned in Table 1 above in Rajasthan for the Academic year 2024-25 and 2025-26 for vocational education in manner aforesaid observe and abide by the said terms and conditions, the RCSE (state/district level) will reimburse the amount of honorarium and administrative charges through NEFT/RTGS/ECS or any other manner to the Vocational Training Provider at the time and the manner set forth in the said conditions, the amount payable for each and every consignment as per terms mentioned in the bid document.
5. The Vocational Education Program in Government Senior Secondary Schools will be implemented as mentioned in Table No. 1 above in Rajasthan for the Academic year 2024-25 and 2025-26 for vocational education. The agreement will be effective and completed as per the bid documents and agreement terms within the period up to the end of the Academic Session 2025-26. The RCSE reserves the right to extend for another Academic Year (only for 1 Year) with the mutual consent of both parties.
6. **Penalty Clause:**
- The penalty of Rs. 500 per day per vocational trainer in case of delay in the initial joining of trainers deployed by VTP beyond the specified time period (specified in agreement). In any case the delay should not be more than of 15 calendar days. But in case of unavoidable circumstances the VTP shall submit the application of relaxation, on which the decision of RCSE shall prevail.
 - The vocational trainer can avail one leave a month; the accumulated leaves can be compiled for all the months. Maximum 12 leaves can be availed in an academic year. If vocational trainer avail leaves more than 12 in a year then Rs. 500 penalties will be applied on the VTP and the remuneration for the day to vocational trainer will not be paid.
 - In case of absence of Vocational Trainer from allotted school without intimation the VTP will be penalized for Rs. 500 per day per vocational trainer and the remuneration for the day to vocational trainer will not be paid. If the absence is for more than 5 days the VTP shall arrange the full-time substitute vocational trainer, otherwise the penalty charges will be doubled.
 - In case the vocational training provider is unable to arrange the substitute (full time vocational trainer) within three working days (5+3=8) then the services provided by the VTP deemed to be unsatisfactory and a show cause notice should be issued to Vocational Training Provider. The VTP has to reply within three days of the issuance of the notice. In case the Vocational Training Provider does not reply within three calendar days or Vocational Training Providers' reply is not found satisfactory by RCSE, then RCSE will consider this as a case of dissatisfactory service. The RCSE then can initiate action against VTP as per the provisions of bid.
 - Guest Lecture – If guest lectures are not conducted as per time line (excluding long school vacations like winter, summer & Diwali, and half-yearly & yearly exams or

reason provided by School Principal) then a penalty of Rs. 500 for every missed guest lecture will be imposed on VTP.

- f. Industrial Visit for class 9th and 10th - For each industrial visit not conducted a penalty of Rs. 2000 per visit will be imposed on VTP.
- g. On the Job Training (OJT) for classes 11th and 12th - If any VTP does not conduct OJT of a minimum of 80 hours in every year academic session as per time line, then a penalty amounting to Rs. 100 per student per day for OJT not conducted shall be applicable.
- h. In case of breach/violation of any MOE norms and other guidelines, the RCScE reserves the decision on levying appropriate penalties in cases other than those mentioned from clauses (a) to (g)

• **Note:**

- i. The fraction of a day in the reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - ii. If the Vocational Training Provider needs more time to complete the deployment due to any hindrances, they must request an extension in writing from the authority issuing the work order. This request must be made immediately upon encountering the hindrance and not after the original completion date.
7. The Vocational Training Provider shall pay a gross honorarium to each VT deployed in the selected schools as per the amount decided by RCScE. The remuneration shall be paid to VT on monthly basis regularly by the VTPs. The VTP shall release VT for 03 consecutive months without fail, even in case payment is under process from the RCScE side. In the situation of non-compliance, the allotted schools of such VTP may be transferred to another training provider or other strict actions may be taken against such training provider after the due approval from competent authorities. The payment details would have to be kept and maintained in a transparent manner by the Vocational Training Provider, and will directly credit the honorarium to the VT's account through ECS/RTGS/NEFT and send the copy of the same on monthly basis to RCScE as directed by the authority. After payment of the above-mentioned honorarium, the invoices for reimbursement of the honorarium must be produced before the RCScE within three months of the corresponding month along with evidence of payment. If any Vocational Training Provider fails to make payment as stipulated above then services provided by VTP shall be treated as dissatisfactory and RCScE may initiate proceedings against such VTPs as per provisions of the bid.
 8. The EOI (Expression of Interest) is for two academic years, namely 2024-25 and 2025-26. For this EOI, the academic year 2024-25 shall commence from the date of deployment of vocational trainers and shall extend until June 30th, 2025. Similarly, the academic year 2025-26 shall span from July 1, 2025, to April 30, 2026. The vocational trainers shall be engaged and paid by the vocational training provider accordingly.
 9. If a vocational trainer intends to resign from their position, it is mandatory for them to provide a written notice of resignation to the Vocational Training Provider (VTP) at least one month in advance. The VTP is then responsible for notifying the respective school, district, and State office about the resignation and initiating the process of finding a suitable replacement. Furthermore, prior to the new trainer's joining, the VTP is required to inform the State office about the appointment at least three days before the onboarding of new trainer.



10. In the event of a school or sector closure, or any other circumstances necessitating a change, the Vocational Training Provider (VTP) is obliged to extend its services to the new school or sector in accordance with the prescribed norms. The VTP must adhere to the established guidelines and regulations governing vocational training and ensure the continuation of vocational education in the relocated setting. By complying with the prescribed norms.
11. The performance of the Vocational Training Provider (VTP) shall be assessed on an annual basis. The RCScE (Rajasthan Council of School Education) will decide the performance appraisal process. The performance appraisal will be done on the basis of the assessment and evaluation of the services provided by the VT. The purpose of this performance appraisal is to ensure, adherence to the agreed-upon standards and guidelines. The contract between the parties may be terminated, if the VTP fails to meet the required standards.
12. The agreement may be renewed as per the rules.
13. Unless expressly stated otherwise in the bid document, the rules and regulations of the Rajasthan Transparency in Public Procurement Act, 2012-2013, shall apply to the procurement process outlined in the bid document.
14. All disputes arising out of this agreement (extended) and all questions relating to the interpretation of this agreement shall be decided by the RCScE and the decision of the Executive Committee of the RCScE shall be final. In case of any legal dispute, the jurisdiction will be at Jaipur Court only.
15. Bill of reimbursement of the Vocational Trainers honorarium and administrative charges will be submitted to RCScE (state/district level) by Vocational Training Provider.

In witness whereof the parties hereto have set their hands on the.... day of --/--/2024

Date: --/--/2024

Place: Jaipur

Signature of the Vocational Training Provider
Rajasthan Council of School Education
Government of Rajasthan

Witness No.1

Witness No. 2

Signature for and on behalf of

Witness No.1

Witness No. 2



CF-6

**Draft Agreement (For 200 OoSC Training Centers & 7 CWSN
Schools Under STARS Program)**

[See Rule 68]

1. An agreement made this day of /--/ 2024, between ---(Name of the VTP)---(Address of the VTP) ("the approved service provider" hereinafter called the Vocational Training Provider), which expression shall, where the context so admits, be deemed to include his heir's successors, executors and administrators of the one part and the Rajasthan Council of School Education (RCScE) Government of the State of Rajasthan (hereinafter called "RCScE" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved Vocational Training Provider (VTP) has agreed with the Government to implement **Training Centers for Out of School Children under World Bank STAR Project (Centrally Sponsored scheme)** as mentioned in Table 1 below in Rajasthan for the Academic year 2024-25 and 2025-26 as mentioned in clause 12(l) of OCB document. Vocational Training Provider shall also abide by all articles set forth in the schedule appended hereto in the manner set forth in the conditions of the Online E-Bid(OCB) and contract appended herewith and at the rates set forth in column 'Quoted Amount/Evaluated Amount in ₹' of the OCB schedule. The details of the number of **Training Centers for Out of School Children** (schools) with trades and their respective rates are as follows and the name/particulars of the allotted school are annexed as Annexure 1;

Table No. 1

S. No.	Schools	Trades	Rates

3. And whereas the approved Vocational Training Provider has deposited a Bank Guarantee No. of (Name of the Bank), (Address of the Bank with district name) of Rs..... (Amount in numbers).00 (Amount in Words)
4. Now these Presents witness:
 - a) In consideration of the reimbursement to be made by the RCScE through NEFT/RTGS/ECS at the rates set forth in the Schedule hereto appended the approved Vocational Training Provider shall do needful action to implement **Training Centers for Out of School Children** in Government Senior Secondary Schools as mentioned in Table 1 above in Rajasthan for the Academic year 2024-25 and 2025-26 for vocational education (as mentioned in the clause -2) according to the provisions stated in the clause-4 thereof in the manner set forth in the conditions of the bid document and contract.
 - b) The conditions of the bid document and contract for the E-Bid enclosed to the bid Notice No (UBN No..... dated) and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - c) Letters Nos. (Email dates received for accepting L1 rates) received from bidders and letters Nos. (Specific letter no. sent to each successful

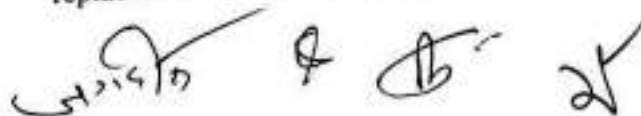
L1 bidder) issued by the RCScE and appended to this agreement shall also form part of this agreement.

- d) The RCScE do hereby agree that if the Vocational Training Provider shall do needful action to implement **Training Centers for Out of School Children** in Government Senior Secondary Schools as mentioned in Table 1 above in Rajasthan for the Academic year 2024-25 and 2025-26 for vocational education in a manner aforesaid observe and abide by the said terms and conditions, the RCScE (state/district level) will reimburse the amount of honorarium and administrative charges through NEFT/RTGS/ECS or any other manner to the Vocational Training Provider at the time and the manner set forth in the said conditions, the amount payable for each and every consignment as per terms mentioned in the bid document.
5. The **Training Centers for Out of School Children** in Government Senior Secondary Schools will be implemented as mentioned in Table No. 1 above in Rajasthan for the Academic year 2024-25 and 2025-26 for vocational education. The agreement will be effective and completed as per the bid documents and agreement terms within the period up to the end of the Academic Session 2025-26. The RCScE reserves the right to extend for another Academic Year (only for one year) with the mutual consent of both parties.
6. **Penalty Clause:**
- The penalty of Rs. 500 per day per vocational trainer in case of delay in the initial joining of trainers deployed by VTP beyond the specified time period (specified in agreement). In any case the delay should not be more than of 15 calendar days. But in case of unavoidable circumstances the VTP shall submit the application of relaxation, on which the decision of RCScE shall prevail.
 - The vocational trainer can avail one leave a month; the accumulated leaves can be compiled for all the months. Maximum 12 leaves can be availed in an academic year. If vocational trainer avail leaves more than 12 in a year then Rs. 500 penalties will be applied on the VTP and the remuneration for the day to vocational trainer will not be paid.
 - In case of absence of Vocational Trainer from allotted school without intimation the VTP will be penalized for Rs. 500 per day per vocational trainer and the remuneration for the day to vocational trainer will not be paid. If the absence is for more than 5 days the VTP shall arrange the full-time substitute vocational trainer, otherwise the penalty charges will be doubled.
 - In case the vocational training provider is unable to arrange the substitute (full time vocational trainer) within three working days (5+3=8) then the services provided by the VTP deemed to be unsatisfactory and a show cause notice should be issued to Vocational Training Provider. The VTP has to reply within three days of the issuance of the notice. In case the Vocational Training Provider does not reply within three calendar days or Vocational Training Providers' reply is not found satisfactory by RCScE, then RCScE will consider this as a case of dissatisfactory service. The RCScE then can initiate action against VTP as per the provisions of the bid.

- c. On the Job Training (OJT) for classes 11th and 12th – If any VTP does not conduct OJT of a minimum of 80 hours in every year academic session (during vacations) then a penalty amounting to Rs. 100 per student per day OJT not conducted shall be applicable.
- f. In case of breach/violation of any MOE norms and other guidelines, the RCScE reserves the decision on levying appropriate penalties in cases other than those mentioned from clauses (a) to (e).

• **Note:**

- i. The fraction of a day in the reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - ii. If the Vocational Training Provider needs more time to complete the deployment of VTs due to any hindrances, they must request an extension in writing from the authority issuing the work order. This request must be made immediately upon encountering the hindrance and not after the original completion date.
7. The Vocational Training Provider shall pay a gross honorarium to each VT deployed in the selected schools as per the amount decided by RCScE. The remuneration shall be paid to VT on monthly basis regularly by the VTPs. The VTP shall release VT for 03 consecutive months without fail, even in case payment is under process from the RCScE side. In the situation of non-compliance, the allotted schools of such VTP may be transferred to another training provider or other strict actions may be taken against such training provider after the due approval from competent authorities. The payment details would have to be kept and maintained in a transparent manner by the Vocational Training Provider, and will directly credit the honorarium to the VT's account through ECS/RTGS/NEFT and send the copy of the same on monthly basis to RCScE as directed by the authority. After payment of the above-mentioned honorarium, the invoices for reimbursement of the honorarium must be produced before the RCScE within three months of the corresponding month along with evidence of payment. If any Vocational Training Provider fails to make payment as stipulated above then services provided by VTP shall be treated as dissatisfactory and RCScE may initiate proceedings against such VTPs as per provisions of bid.
8. The EOI (Expression of Interest) is for two academic years, namely 2024-25 and 2025-26. For this EOI, the academic year 2024-25 shall commence from the date of deployment of vocational trainers and shall extend until June 30th, 2025. Similarly, the academic year 2025-26 shall span from July 1, 2025, to April 30, 2026. The vocational trainers shall be engaged and paid by the vocational training provider accordingly
9. If a vocational trainer intends to resign from their position, it is mandatory for them to provide a written notice of resignation to the Vocational Training Provider (VTP) at least one month in advance. The VTP is then responsible for notifying the respective school, district, and State office about the resignation and initiating the process of finding a suitable replacement. Furthermore, prior to the new trainer's joining, the VTP is required to inform



the State office about the appointment at least three days before the onboarding of new trainer.

10. In the event of a school or sector closure, or any other circumstances necessitating a change, the Vocational Training Provider (VTP) is obliged to extend its services to the new school or sector in accordance with the prescribed norms. The VTP must adhere to the established guidelines and regulations governing vocational training and ensure the continuation of vocational education in the relocated setting. By complying with the prescribed norms.
11. The performance of the Vocational Training Provider (VTP) shall be assessed on an annual basis. The RCScE (Rajasthan Council of School Education) will decide the performance appraisal process. The performance appraisal will be done on the basis of the assessment and evaluation of the services provided by the VT. The purpose of this performance appraisal is to ensure, adherence to the agreed-upon standards and guidelines. The contract between the parties may be terminated, if the VTP fails to meet the required standards.
12. Unless expressly stated otherwise in the bid document, the rules and regulations of the Rajasthan Transparency in Public Procurement Act, 2012-2013, shall apply to the procurement process outlined in the bid document.
13. The agreement may be renewed as per the rules.
14. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the RCScE and the decision of the Executive Committee of the RCScE shall be final. In case of any legal dispute, the jurisdiction will be at Jaipur Court only.
15. Bill of reimbursement of the Vocational Trainers honorarium and administrative charges will be submitted to RCScE (state/district level) by Vocational Training Provider.

In witness whereof the parties hereto have set their hands on the.... day of --/--/2024

Date: --/--/2024

Place: Jaipur

Signature of the
Vocational Training Provider

Signature for and on behalf of
Rajasthan Council of School Education
Government of Rajasthan

Witness No.1

Witness No.1

Witness No. 2

Witness No. 2



CF-7

Draft PROFORMA OF BANK GUARANTEE

To,

State Project Director,
Rajasthan Council of School Education,
11nd Floor, 5th Block
Shiksha Sankul, J.L.N. Marg,
Jaipur (Rajasthan) Pin. 302017
Tel. & Fax No. 0141-2715548
Email Address: - mis.nsqf.raj@gmail.com

Whereas the State Project Director, Rajasthan Council of School Education, Jaipur or Authorized Representative (hereinafter called the "procuring entity/RCSCE") having entered into an agreement No..... dated..... with M/s (hereinafter called the "approved Service Provider") for (Name of item) here-in-after called "the said agreement" under which the Service Provider(s) M/s have applied to furnish Bank Guarantee (B.G.) to make up the full performance security.

1. In consideration of the RCSCE having made such a stipulation in agreement. We..... (Indicate the name of the Bank) here-in-after referred to as "the Bank" at the request of M/s..... Service Provider (s) do hereby undertake to pay the RCSCE amount not exceeding Rs. (Rupees only) on demand by RCSCE.
2. We (Indicate the name of the Bank), do hereby undertake to pay Rs..... Any demur or delay, merely on a demand from the RCSCE, any such demand made on the bank by the RCSCE shall be conclusive and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RCSCE and We (indicate the name of Bank), bound ourselves with all directions given by RCSCE regarding this Bank Guarantee However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. We (Indicate the name of the Bank), undertake to pay to the RCSCE any money, so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal, and unconditional.
4. We (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Agreement and that it shall continue to be enforceable till all the dues of the RCSCE under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this guarantee.
5. We (indicate the name of Bank), further agree with the RCSCE that the RCSCE shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time to performance by the said Service Provider(s) from time to time or to postpone for any time or from to time any of the powers exercisable

by the RCScE against the said Service Provider forbear or enforce any of the terms and conditions relating to the said Agreement and forbear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance act or omission on the part of the RCScE or any indulgence by the RCScE to the said deliveries or by any such matter or thing whatsoever which would but for this provision, have the effect of so relieving us.

6. The liability of us (Indicate the name of the Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.
7. We (Indicate the name of the Bank), lastly, undertake not to revoke this guarantee except with the previous consent of the RCScE in writing.
8. This Performance Guarantee shall remain valid and in full effect until it is decided to be discharged by the RCScE. Notwithstanding anything mentioned above. Our liability against this guarantee is restricted to Rs. (Rupees only).
9. It shall not be necessary for the RCScE to proceed against the Service Provider before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RCScE may have obtained or obtained from the Service Provider.
10. The Bank Guarantee shall be payable at Jaipur. If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs./- (Rupees) and our guarantee shall remain in force up to date unless demand or claim under the guarantee is made on us in writing or by e-mail on or before date Therefore, after date all your rights under the guarantee shall be forfeited and we shall be relived and discharged from all liabilities hereunder irrespective of whether or not the original guarantee is returned to us.

Datedday of..... For and on behalf of the Bank (indicate the Bank)

Signature & Designation

E-mail address.....

The above Bank Guarantee is accepted by the State Project Director, RCScE, Jaipur

Signature

For & on behalf of State Project Director, RCScE, Jaipur

Handwritten signatures and initials in black ink, including a large signature on the left and several smaller initials or marks to its right.