

**“REQUEST FOR PROPOSAL”**

**(RFP)**

**For**

**Service Provider for Design, Development and Maintenance of  
"E-Commerce Platform for Jodhpur Craft Clusters"  
Jodhpur City Knowledge and Innovation Foundation**

**Last Date of Submission: 18.04.2023, 1100 hrs**

**The Jodhpur City Knowledge and Innovation Foundation  
E-6 Berm, Indian Institute of Technology Jodhpur Campus  
NH 62 Nagaur Road, Karwar, Jodhpur - 342030**

## CONTENTS

DISCLAIMER.....	5
1. INTRODUCTION .....	5
2. SCOPE OF WORK .....	6
3. INSTRUCTIONS TO BIDDERS .....	12
4. BID SCHEDULE .....	12
5. LANGUAGE OF BID .....	12
6. ELIGIBILITY CRITERIA .....	13
7. RFP PROCESS .....	14
8. BID VALIDITY .....	15
9. BID PRICES.....	15
10. SUBMISSION OF BIDS.....	15
11. EARNEST MONEY DEPOSIT.....	16
12. BIDDERS QUERIES AND RESPONSES THERETO .....	17
13. SUBMISSION OF BID.....	18
14. DOCUMENTS TO BE SUBMITTED .....	19
15. EVALUATION CRITERIA.....	20
16. DECLARATION OF SUCCESSFUL BIDDER.....	23
17. PERFORMANCE SECURITY .....	23

18.	TERMS OF PAYMENT.....	24
19.	OTHER TERMS AND CONDITIONS OF THE BID.....	24
20.	PENALTY.....	27
21.	GENERAL TERMS AND CONDITIONS OF CONTRACT.....	27
22.	PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS, SOURCE CODES.....	28
23.	HANDOVER.....	29
24.	REPRESENTATIONS AND WARRANTIES.....	29
25.	INDEMNIFICATIONS AND LIABILITIES.....	30
26.	TERMINATION.....	31
27.	FORCE MAJEURE.....	31
28.	DISPUTE SETTLEMENT MECHANISM.....	32
29.	APPLICABLE LAW.....	32
30.	RESERVED RIGHTS.....	32
31.	CORRUPT OR FRAUDULENT PRACTICES.....	33
32.	CONFIDENTIALITY.....	34
ANNEXURE 'I'		
	Detail of Turnover and Net-worth in Last 4 Years of Applicant Company.....	35
ANNEXURE 'II'		
	FORMAT for SUBMITTING BANK GUARANTEE as EARNEST MONEY DEPOSIT.....	37
ANNEXURE 'III'		
	ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER.....	38

ANNEXURE 'IV'	
LIST OF CLIENTS.....	35
ANNEXURE 'V'	
Declaration of Non - Blacklisting / Debarring .....	39
ANNEXURE 'VI'	
PRICE BID FORMAT .....	40
ANNEXURE 'VII'	
BID SUBMISSION FORM .....	41
ANNEXURE 'VIII'	
Undertaking by Authorized Representative of Applicant Company .....	44
ANNEXURE 'IX'	
CVs of Staff Members employed by Applicant Company .....	40
ANNEXURE 'X'	
FORMAT FOR CV .....	46

## DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as “RFP Document”), or subsequently in documentary form by or on behalf of Jodhpur City Knowledge and Innovation Foundation (JCKIF) or any of their representatives, employees or advisors (collectively referred to as “Representatives”), is provided to Bidder(s) on the terms and conditions set out in this “RFP Document” and any other terms and conditions subject to which such information is provided.
2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal (“Bid”). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Bid. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for JCKIF Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document.
3. The Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information provided in this RFP Document.

### 1. INTRODUCTION

The Jodhpur City Knowledge and Innovation Foundation (JCKIF), is a Section 8 company established on 31st March 2021 under the Companies Act 2013 to carry out and sustain the activities of Jodhpur City Knowledge and Innovation Cluster (JCKIC). JCKIC is an initiative of the Principal Scientific Advisor to the Government of India on the recommendation of the Prime Minister’s Science Technology and Innovation Advisory Council to create an Atmanirbhar Bharat through Science and Technology.

Based in IIT Jodhpur, JCKIF is the nodal agency for JCKIC. JCKIF acts as a facilitator to create strong linkages among major Academic Institutions, R&D Institutes, National & State Research Labs, Government Agencies, Industry Partners from Jodhpur and its surroundings.

#### **Digital Crafts Project**

A key focus area for JCKIF is to work in the Handicraft and Handloom Sector of Jodhpur and surroundings to provide upliftment for the artisans who are practicing their Craft. The aim is to create a sustainable ecosystem for the artisans to showcase their work to reach a wider audience through creating an experiential Digital and E-Commerce journey. The Digital Crafts project was thus initiated by JCKIF to document and display the work of the selected five different clusters in and around Jodhpur as mentioned below, in Phase I:

- Bone and Horn Cluster
- Leather Mojari Cluster
- Salawas Durry Cluster
- Tie and Dye Cluster
- Block Printing Cluster

The documentation and representation of these clusters in a Digital Museum is underway. Alongside this documentation, a key aspect of this project is the creation of a responsible E-Commerce Marketplace for market integration.

This E-Commerce platform will be a Direct-2-Consumer (D2C) Website where the end-users will be able to buy Craft products directly from artisans. The platform will be developed with a front-end and a back-end system through which products, stock and order information shall be displayed and managed.

Alongside the Web platform, the setup for E-Commerce will require warehousing and logistic management. JCKIF is seeking a partner to come on board to develop and setup the entire E-Commerce platform.

The project aims to undertake the following:

- To create a digital storefront for 20 clusters of Jodhpur (5 active and 15 non-active).
- A user dashboard for stock procurement and updation.
- Develop an Order Management System.
- Create a Warehousing solution and Quality Check (QC) process.
- Develop an Inventory Management System.
- Develop Customer Support System.
- Capacity building to transfer knowledge of operation to JCKIF to carry out the work forward.

Information regarding the artisans and all data collected for the digital experience will be shared with the Successful Bidder to construct the E-Commerce platform. The responsibility of data creation and sharing will be on JCKIF.

### **This Document**

JCKIF is desirous of creating a D2C E-Commerce Web portal, a digital platform which will facilitate display, promotion and sale of Craft products from the cluster originating in and around Jodhpur.

## **2. SCOPE OF WORK**

### **2.1 Purpose**

#### **2.1.1 An E-Commerce D2C website –**

**2.1.1.1 Creating and Managing Product Catalogue** - link it with available inventory at the warehouses to display available to order stock.

**2.1.1.2 Digital Storefront (D2C website)** – Front-end product display and online shopping features visible to customers to shop online and Customer support services (Chat / Call).

**2.1.1.3 Order Management Information System** - to manage operations and supply chain.

#### **2.1.2 Procurement Module –**

**2.1.2.1 A Procurement Module** to facilitate Master Data Management (MDM) such as Stock keeping Units (SKUs) and related master records. This will be integrated and combined with the Catalogue management.

**2.1.2.2 Purchase Transactions** – Make Direct Purchase transactions sourced from its producers in the cluster.

**2.1.3 Inventory Management System** – Inventory update with transactions arising out of Sale, Purchase, Stock Movement from one Warehouse to another, Stock correction. Inventory Management System will manage and track inventory across all business

locations (Warehouses).

2.1.4 **Quality Check (QC)** – A QC process for all inward and outward movements of goods.

2.1.5 **Website Branding and Management** - unique look and feel for the platform; attractive and different from the competition, consistent visual language across pages; look and feel includes - banners, fonts, colors, button shapes, tone of the copy, etc.

## 2.2 Objective

Develop a custom D2C website where products can be sold online. This is a greenfield project for development of backend and front end as well as an admin module for controlling and operating the website. The development has to be scalable for an increase in the number of users and SKUs.

### 2.2.1 Digital Storefront (D2C front end):

- Front End Web Site to be integrated with the Order Management System
- Login and Authentication for Admin and other users such as merchandisers etc.
- Customer registration and login authentication to my account page for existing and new customers.
- Catalogue Management
- Admin Panel

2.2.2 **Order Management System (OMS)** - This will take care of Customer Order fulfilment and will be integrated with Store Front generate Invoice, Sales Return and Order Cancellation.

**Integration** – API integration with Logistics Partner for Order Tracking (by customer and seller both). Payment Gateway, SMS notifications.

- OMS integration with Front End and Inventory Management System
- Webstore Reports for order tracking, Sales, Stock, Returns and Cancellations

### 2.2.3 Procurement Module -

- Product Management – Product Hierarchy, attributes, SKU Creation, Pricing (Cost Price, Landing Price, Selling Price and MRP), Tax Master. This will also associate SKUs with E-Commerce catalogue
- Purchase Module – Purchase Order, Purchase Receipt, Purchase Return

### 2.2.4 Inventory Management System –

- Warehouse stock update through Purchase replenishment and Purchase Returns, Sales and Sales Return, Stock Transferred, Stock Adjustments (correction), Stock Count (periodic stock taking)

2.2.5 **Quality Check Module** - Quality check process for inward and outward (against customer orders) movement of goods.

### 2.2.6 Reports and MIS – All transaction reports, analytical reports

The following are the identified feature requirements of the proposed E-Commerce portal:

- Easy-to-use interface for each user
- Intuitive UI/UX
- Ease administrative tasks for the stakeholders
- Logging and alert integration
- Integrate the external systems (SMS/Email services)
- A simple solution, easy to adopt for all types of Stakeholders

## **2.3 Business Requirement**

JCKIF has proposed to design and develop an E-Commerce D2C web application facilitate sale and promote the products from the cluster. The web application will help the business to improve its business process, reduce cost, increase productivity, generate better revenue and achieve a higher level of satisfaction.

### **2.3.1 Functional Requirements**

The following modules are required to be accomplished in this phase of the web portal:

2.3.1.1 Home page with effective banners

2.3.1.2 Responsive Design following the latest Web and Mobile trends

2.3.1.3 Intuitive navigation to help inexperienced users browse your site

2.3.1.4 Clean, clear and concise layout of all copy

2.3.1.5 Search engine friendly design

2.3.1.6. About Us

2.3.1.7. Product Detail Page – This will include

- Product Description
- Price
- Quantity
- Size options, Sets
- Colour options
- Product attributes
- Multiple images / videos
- Product Image zoom-in capability (cursor hovering zoom)
- Add Product to wish list
- Product Review and rating – Images and Videos as part of review
- Stock Availability
- Pin Code Search for delivery Integration with logistics partner if they have delivery service to the desired pin code
- SKU specific Shipping terms, if non-returnable
- Measurement chart/video/ related information
- Delivery timelines

2.3.1.8 Category wise product listing

2.3.1.9 Craft stories – Section to display multimedia content, contextually integrated into the platform.

2.3.1.10 Contact Us

2.3.1.11 Google Map on Contact Us Page

2.3.1.12 Search Products - Search module will use “like search” module to provide product suggestion as per the terms used to search. This will lead to Product Detail Page and



customer can be add to Cart or Wish List to purchase or save the product respectively.

2.3.1.13 Register/Login – New customer will register and existing customer will login for purchasing.

2.3.1.14 Filter and Search Products – Option for filter a product in a list by a category, type, size, price, material, colour etc. This will be an advance search

2.3.1.15 Add to Cart – The cart function will be incremented by one when an end user adding the products to the cart

2.3.1.16 View Cart – will display the cart items with price and sub total

2.3.1.17 Cart Actions - Action buttons for

- Add more to increase /decrease the added quantity,
- Continue shopping to browse and add more items to the cart,
- Delete items to remove items from the cart,
- Check Out – to place the order

2.3.1.18 Check out option will have selecting Billing and Shipping address, Review and Place Order, Proceed to Check Out (Payment)

Billing and Shipping Section will get the user to provide the 'Bill to' and 'Ship to' address along with phone number and E-mail details. Check box to copy billing address to be same as shipping address.

2.3.1.19 Register New Customer – First time users will fill the address and other mandatory details in the form and receive a password. Existing user will simply login.

2.3.1.20 Review and Confirm (Order Generation post confirmation) – The customer can verify information, add more products, modify purchase quantity, sub totals, total amount, shipping charges as applicable.

2.3.1.21 Tax Invoice – after the order is place and the order number is generated, A tax invoice will be created with GST and all statutory details.

2.3.1.22 Confirmation Email and notification – An order confirmation Email with order tracking information will be sent to the customer.

2.3.1.23 Customer Dashboard / My Account page will have -

- My Profile
- My Wish List
- My Cart
- My Orders
- Address Book
- Recently viewed products

2.3.1.24 Admin Functionalities –

- Admin Login
- Admin Dashboard to manage the website from User Management, Product Management, generation of reports, bulk upload of images.
- Admin rights to add/edit the particular product once placed on the site
- View All products
- Alphabetical Search
- Change the status (Active/Inactive)
- Track order delivery status

- Edit/Delete Product
- Gift card support
- Coupons management
- Promotion management

### 2.3.2 Header

Banners and content as per the agreed layout, Categorized menu option, login, logout, profile, my orders, search and my cart

### 2.3.3 Footer

2.3.3.1 **Partner logo:** As specified

2.3.3.2 **Site map:** This will allow the users to access the site map for the website and portal, the Site map will be organized in a way that'll make it easy for users to understand the organization and navigation of the website.

2.3.3.3 **Help:** This will provide the user with the information related to different plug-ins and tools required to operate the website and portal.

2.3.3.4 **Disclaimer:** This will provide the user with the disclaimer related information to the users.

2.3.3.5 **Copyright policy:** This will provide the user with copyright-related information to the users.

2.3.3.6 **Hyperlink policy:** This will provide the user with hyperlinking-related information to the users.

2.3.3.7 **Feedback:** A feedback form on a portal is a tool that'll allow the application users to submit comments, suggestions, or complaints directly to the website's owner or operator.

2.3.3.8 **Terms of Use:** This will provide the user with information related to the terms and conditions for using the application.

2.3.3.9 **Content archival policy:** This will provide the user with information related to the content archival policy of the application if applicable.

2.3.3.10 **Privacy policy:** This will provide the user with information related to the privacy policy of the application.

2.3.3.11 **Website monitoring plan/Support:** This will provide the user with information related to the website monitoring plan to the users for using the application

2.3.3.12 **Security policy:** This will provide the user with information related to the security policy of the application.

### 2.3.4 D2C Website Reports

Transactional reports for Sales, Stock, Orders, Returns and Cancellation.

## 2.4 Warehousing & Procurement

The procurement module will have following features –

### 2.4.1 Product Management:

- **Masters** – Define masters for each of the hierarchy of the product.
- **Create SKU** – Creating an SKU using the masters defined under the product

hierarchy. Define Unit of Measure, MOQ etc. Bulk SKU Creation.

- **D2C Catalogue** – While an SKU is created, SKUs for website are mapped simultaneously that will be displayed on the website along with attributes specific to E-Commerce.
- **Barcode Generation** – Barcode creation using the SKU information.
- **Pricing** – A costing module for SKUs with various costs mainly, Cost Price, Landing Price, Selling Price and the MRP.
- **View and Edit actions** -Views and Edit features for respective masters and SKU creation.
- **Reports** – Product List and reports on various masters.

#### 2.4.2 Purchase Management:

- **Purchase Order (PO) Creation** - Creating a Purchase Order using GST, Bulk Discount, Minimum Order Quantity (MOQ) and other defined rules
- **Goods Receipt Note (GRN) Creation** – GRN against a purchase order when the ordered goods arrive at the warehouse following QC as required.
- **View/Edit PO Extension** to allow receipt if the goods arrive past the due date.
- **Closing a PO** – A feature to close/force close a PO so that excess /short quantities are not allowed beyond to receive after a permissible tolerance.

#### 2.4.3 Vendor Management

Create and Manage vendors, map SKUs with the vendors.

#### 2.4.4 Inventory Management System

- A black box warehousing system along with track of inventory across all locations.
- Stock Taking – period stock taking and feature to correct stock, you will be able correct the inventory and minimize losses arising out of pilferage, erroneous entries, damages.
- Dispatch Management – Integration with a logistics partner to manage dispatches from warehouses.

#### 2.4.5 Reports

A central MIS (Management Information System) to have critical transaction/Analytical reports to draw better insights and planning.

### 2.5 Testing, Deployment and Handover

- The website and interfaces (frontend and backend) need to be friendly enough to provide a good user experience to respective users.
- An exhaustive set of use cases need to be tested with users (not developers of the system, but people not directly associated with the project), and results be shared. The front end should pass with first-time users/buyers, and the backend interfaces after minimal training.
- Usable training material (videos/manuals) need to be created for the backend interfaces, if necessary.

### 3. INSTRUCTIONS TO BIDDERS

- 3.1. The Bidders can download the RFP document from this website: <https://jckif.iitj.ac.in/> .
- 3.2. RFP document will not be sold or issued manually from JCKIF.
- 3.3. Only those Bids shall be accepted for evaluation for which Earnest Money Deposit (EMD) has been deposited, in the form of Demand Draft/Fixed Deposit Receipt/Bankers Cheque/NEFT/RTGS from any scheduled commercial bank in India drawn in favor of “**JODHPUR CITY KNOWLEDGE AND INNOVATION FOUNDATION**” (Canara Bank, Gharao Branch, **Account Number:** 120002649320, **IFSC:** CNRB0003399) on or before the Bid submission deadline (Clause 4).

### 4. BID SCHEDULE

Last date and time of submission of queries for Pre-Bid Conference through Email	Wednesday, 05.04.2023, 1700 hrs Email: <a href="mailto:jckif.ecommerce@gmail.com">jckif.ecommerce@gmail.com</a>
Virtual Pre-Bid conference	Tuesday, 11.04.2023, 1700 hrs
<b>EMD and Bid submission end date and time (Technical and Financial)</b>	<b>Tuesday, 18.04.2023, 1100 hrs</b>
Opening of Technical Bid date and time	Tuesday 18.04.2023, 1130 hrs
Presentation of Responsive Bids (as per pre-qualification criteria)	Wednesday 19.04.2023, 1000 hrs
Opening of Financial Bids of eligible Bidders	Wednesday 19.04.2023, 1600 hrs
Bid validity period	180 Days after opening of Financial Bid
Mode of Submission for EMD, Technical and Financial Bids	<b>EMD:</b> Physical, in sealed envelope, from Monday to Friday between 10 am and 5 pm (except public holidays) OR Online. <b>Technical Bid:</b> Physical, in sealed envelope, from Monday to Friday between 10 am and 5 pm (except public holidays) OR Online (password protected document) <b>Financial Bid:</b> Physical, in sealed envelope, from Monday to Friday between 10 am and 5 pm (except public holidays) OR Online (password protected document)

### 5. LANGUAGE OF BID

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and JCKIF, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by a certified English translation, for purposes of interpretation of the Bid.

## 6. ELIGIBILITY CRITERIA

6.1 Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non – responsive and will not be considered further.

6.2 Each eligible applicant should qualify against all the following pre-qualification/eligibility criteria:

S. No.	Parameter	Criteria	Documents/Evidence to be Submitted
1	Legal Entity	<p>1. A company incorporated in India under the Companies Act, 1956 or 2013 and subsequent amendments thereto, Partnership Firms (LLP Act, 2008 or Partnership Act, 1932) or Proprietary Firms</p> <p>2. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status.</p>	<p>Certified by Authorized Signatory:</p> <p>1. Copy of Certificate of Incorporation, Partnership Deed etc</p> <p>2. Copy of Registration Certificates with the GST &amp; IT(PAN) Authorities.</p>
2	Turnover	The company/LLP/Proprietorship firm should have average annual turnover of at least <b>INR 20 Crores</b> for three out of four previous financial years ending FY 2021-22).	Certificate by their Statutory Auditor/Chartered Accountant stating turnover in required financial years as per <b>Annexure I</b> .
3	EMD	EMD of Rs. 1,50,000 which is valid for 90 days beyond the validity of the Bid period.	Format provided in <b>Annexure II</b> . EMD to be accepted as per Clause 3.3.
4	Prior experience in E-Commerce project	Have successfully completed deployment during the last 5 years of <b>at least one E-Commerce project</b> in any Ministry of Government of India or an autonomous body or District Administration under it, or any Centrally Funded Technical District Administration (CFTI) of Higher Education under Ministry of Human Resource Development (MHRD) (like IITs, IISc, NITs, IISERs, IIMs or Central Universities) or in any State Government, be able to demonstrate functionality of the modules therein with valid data. and provide a <i>User Certification</i>	As per <b>Annexure III</b> .

5	Relevant IT Projects Experience	The company/LLP/Proprietorship firm should have prior experience in executing similar project, at least of <b>INR Three Crores</b> contract value in a single or multiple Projects (Maximum 3) in the last 03 Financial years ending FY 2021-22. Similar work means <b>Design, Development, Implementing of Web Applications, Web Portals and IT Maintenance</b> projects.	<b>Annexure IV</b> along with Work Order + Completion Certificates from client of at least one project; AND Work Order + 50% Completion Certificate (for ongoing projects) from the client; OR Work Order + Payment Proof corresponding to the work done; Submitted Work orders and Completion certificates should include project(s) having <b>Design, Development, Implementation of Web Application, Web Portal and IT maintenance.</b>
6	Empanelment	A company should preferably be empaneled with NICSI under Tier-3 Category for Design and Development of Website and Web portal.	Empanelment letter copy
7	Office Location	Have its own maintenance and support infrastructure facilities in India, including but not limited to adequate technical manpower and support centers.	Valid proof of office address should be submitted.
8	Non – Blacklisting Certificate	Bidder should not have been blacklisted or banned by any Ministry or Department of any Government, PSU, University, Autonomous Bodies, District Administration or any other Government Organization.	Submit Declaration in this regard by the Authorized Signatory on Rs 10 Non-Judicial Stamp Paper and attested by Public Notary ( <b>Annexure V</b> )

## 7. RFP

- 7.1 RFP issued by JCKIF constitutes a request for Bids from eligible Bidders (Clause 6) to be Service Provider (after evaluation of eligible Bidders), subject to the terms of this RFP and the Service Agreement.
- 7.2 Upon the selection of a Bidder by JCKIF, the Service Provider (hereafter known as “Successful Bidder”) and JCKIF shall enter into a detailed contract/agreement (“**Service Agreement**”) incorporating the provisions of this RFP and the Successful Bid.
- 7.3 This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by JCKIF of the Bidder’s Bid and

the execution of the Service Agreement by both JCKIF and the Successful Bidder.

7.4 This RFP is only illustrative in nature and all narrations are intended to be used by the applicant as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and JCKIF reserves the right to withdraw the RFP and/or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid, save in relation to the Eligibility Criteria, Technical Requirements and the Evaluation Principles of the Bids.

7.5 The term of association shall be for 1 (One) year from the execution of contract/agreement, which may be extendable for subsequent years by mutual agreement.

## **8. BID VALIDITY**

8.1 The Bid shall remain valid for acceptance for a period of 180 (One Hundred Eighty) days after the date of Financial Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.

8.2 In exceptional cases, a Bidder may be requested by JCKIF to extend the validity of its Bids up to a specified period. Such a Bidder shall extend the same without any change or modification of their original Bid.

8.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for JCKIF, the Bid validity shall automatically be extended up to the next working day.

## **9. BID PRICES**

9.1 The Bidder providing services shall quote only in Indian Rupees.

9.2 The Bidder shall indicate in the Price Schedule all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required (**Annexure VI**).

9.3 If any Bidder quotes NIL charges, the Bid shall be treated as unresponsive and will not be considered.

9.4 The prices quoted by the Bidder shall remain firm and fixed during the period of the Contract and will not be subject to variation on any account.

## **10. SUBMISSION OF BIDS**

10.1 Bids shall be submitted Online/Physical as per instructions in Bid Schedule (Clause 4) of the RFP.

10.2 JCKIF will open (Online/Physical) the Bids at the specified date and time and at the specified

place as indicated in the Bid Schedule.

10.3 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for JCKIF, the Bids will be opened at the appointed time on the next working day.

10.4 Authorized representatives of a Bidder, who have submitted Bids on time, may attend the Bid opening provided they have Letter of Authority from the Corresponding Bidder or Bid Submission email.

10.5 The Technical Bid is to be opened at the prescribed time and date as indicated in RFP Bid Schedule (Clause 4). During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).

10.6 Financial Bids of the technically qualified Bidders shall be opened online/offline at the indicated date and time. The authorized signatories/ representatives of such Bidders who wish to attend the Financial Bid opening may please do so by showing their Letter of Authority from the Corresponding Bidder or Bid Submission email.

10.7 Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid Schedule mentioned above in Clause 4 of the RFP, shall not be considered.

## **11. EARNEST MONEY DEPOSIT**

11.1 The Bidder shall furnish along with its Bid, EMD for an amount of **INR 1,50,000/- (One Lakh Fifty Thousand)** only.

11.2 The EMD shall be furnished in the form of Demand Draft/Fixed Deposit Receipt/Bankers Cheque/NEFT/RTGS from any scheduled commercial bank in India drawn in favor of **"JODHPUR CITY KNOWLEDGE AND INNOVATION FOUNDATION"** (Canara Bank, Gharao Branch, **Account Number:** 120002649320, **IFSC:** CNRB0003399) on or before the Bid submission deadline (Clause 4).

11.3 The EMD is required to protect JCKIF against the risk of the Bidder's unwarranted conduct. Non-submission of EMD will be considered as unresponsive Bid.

11.4 EMD must be received by JCKIF office along with Technical and Financial Bid if submitted physically as per schedule. In case, Bids are submitted Online, EMD receipt should be uploaded along with the Bid submission documents.

11.5 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of EMD, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate along with all other relevant documents. If no such notification or Registration Certificate along with relevant documents is furnished along with the Bid, Bid shall be treated as un-responsive and shall be summarily ignored without any



further reference.

11.6 The Bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the Bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs. The Start-ups as defined in Annexure-A of the “Action Plan for Start-ups in India” by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, will also be eligible for EMD Exemption on submission of valid documents.

11.7 The EMD shall be valid for a period of 90 days (Ninety days) beyond the validity period of the Bid, and validity period of Bid as per Clause 8 of this RFP is 180 days.

11.8 EMD of unsuccessful Bidders will be returned without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder’s EMD will be returned without any interest, after receipt of Performance Bank Guarantee (PBG) from that Bidder.

11.9 The EMD shall stand forfeited if a Bidder:

- Withdraws or amends or impairs or derogates its Bid during the period of Bid validity.
- Fails to accept orders issued in its favor for execution, and / or violates the RFP terms and conditions of the contract after submission of the Bid.
- Successfully gets selected but fails to sign the contract within the stipulated time.
- Without prejudice to other rights of JCKIF, if it fails to furnish the required Performance Bank Guarantee within the specified period.
- Any breach or violation of terms of RFP.

## 12. BIDDERS QUERIES AND RESPONSES THERETO

12.1 All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person (CEO, JCKIF) on the email-ID [jckif.ecommerce@gmail.com](mailto:jckif.ecommerce@gmail.com). The queries should be submitted in the following format on or before scheduled date and time.

To The Chief Executive Officer Jodhpur City Knowledge and Innovation Foundation E-6 Berm, Indian Institute of Technology Jodhpur Campus NH 62, Nagaur Road, Karwar, Jodhpur - 342030.		
BIDDER’S REQUEST FOR CLARIFICATION		
Name of Organization submitting request	Name & position of person submitting request	Full formal address of the organization including phone, fax and Email points of contact & contact details of local office as well
		Tel:
		Fax:
		Email:

Sl. No.	Bidding Document Reference(s)	Content of RFP requiring clarification	Points of Clarification required.
	(Clause number/page)		
1			
2			

12.2 All enquiries should be sent to JCKIF only through email. JCKIF shall not be responsible for ensuring the receipt of Bidder's enquiries. JCKIF will discuss all the queries of the Bidders during pre-Bid Conference. However, JCKIF makes no representation or warranty as to the completeness or accuracy of any response, nor does JCKIF undertake to answer all the queries that have been posed by the Bidders. All responses given by JCKIF will be posted on the online portal, i.e. <https://jckif.iitj.ac.in/>. Bidders should regularly visit the portal for any updates/corrigendum.

12.3 JCKIF will host a virtual Pre-Bid Conference, scheduled as per the details in the Bid Schedule (Clause 4). The purpose of this Conference is to discuss Bidder's queries. JCKIF shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the Pre-Bid Conference. The link shall be provided to the Bidders prior to the scheduled meet.

12.4 Amendments to Bidding Documents:

- i. At any point of time, prior to the deadline for submission of Bids, JCKIF may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective Bidders are advised to check the same before submission of Bids.
- ii. Such an amendment will be uploaded on JCKIF website: <https://jckif.iitj.ac.in/>, and Bidders are, therefore, advised to refer to the website before submitting Bids.

### 13. SUBMISSION OF BID

13.1 All documents are to be submitted in

- a) Hard Copy in two sealed envelopes, separately for Technical and Financial Bids. The cover of envelope should clearly specify the type of Bids (Technical / Financial Bid) OR
- b) Online in password protected documents.

13.2 The Bidder is required to submit documents as specified in Clause 14 of this RFP.

13.3 Bidders shall ensure that Bid documents should reach JCKIF office or submitted online by the date and time as specified in this document.

13.4 The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.

13.5 Bidder must ensure that the Technical Bid hard copies do not contain any Financial Bid related items or prices.

13.6 In exceptional circumstances, at its discretion, JCKIF may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in

writing or by email.

**13.7 Rejection of Technical Bids** - In addition to any other reasons stipulated in this RFP, Technical Bids may be rejected under any of the following circumstances

- i. Incomplete Bids that do not quote for the complete scope of work as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder.
- ii. Information that is found to be incorrect/misleading at any stage during the tendering process.
- iii. Inclusion of Financial Bid details in a Technical Bid, or Technical Bids that reveal quotations and Financial Bid items, in any form.
- iv. Non-fulfilment of the eligibility criteria, set out in this RFP, by the Bidder.
- v. Any Bid that does not comply with the conditions laid down by JCKIF.
- vi. Any other reasons deemed fit by JCKIF.

**13.8 Rejection of Financial Bids**

In addition to any other reasons stipulated in this RFP, Financial Bids may be rejected under any of the following circumstances:

- i. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the Bidding documents, addendum (if any) and any subsequent information given to the Bidder.
- ii. Financial Bids made through Tele fax/Telegraphic/Fax.
- iii. Bids which do not confirm unconditional validity of the Bid for 180 days from date of opening of Bid.
- iv. Bids which do not conform to JCKIF Bid format.
- v. Bids in respect to which the Bidder does not accept JCKIF rectification of clerical/arithmetic discrepancies in the Financial Bid, if any.
- vi. Any Financial Bid that does not comply with the conditions laid down by JCKIF.
- vii. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.
- viii. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

**13.9 Other Reasons for Rejection of Bids**

In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:

- i. Bids in which the Bidder seeks to influence the JCKIF Bid evaluation, Bid comparison or contract award decisions.
- ii. In view of two Bid systems, JCKIF may first open Technical Bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the Financial Bid.

**14. DOCUMENTS TO BE SUBMITTED**

14.1 All the documents are to be mandatorily sent as per the instruction for Bid submission detailed in this RFP document.

14.2 The following documents are to be submitted with the RFP.

Sl. No.	Criteria	Document to be submitted Physical or Online
1	EMD	Clause 11 and <b>Annexure II</b> .
2.	Pre-Qualification Documents	Clause 6.
3.	Technical Evaluation Documents	Clause 15.
4.	Financial Bid	As per Required Format only in the Price Bid Section ( <b>Annexure VI</b> ).
5.	Bid Submission Form	Signed and Stamped Bid Submission Form ( <b>Annexure VII</b> ). Undertaking by Authorized Representative ( <b>Annexure VIII</b> ).
6	Authorized Signatory	Power of Attorney in favour of Authorised Signatory of Bidding Documents. OR Signed document of Board's resolution(s) in favor of Authorized Signatory of the Bidder. (Sample attached in <b>Annexure VII</b> )

**Note:**

Wherever applicable, the above documents shall be used for evaluation purpose as well. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be **unconditional**. Bidders should make sure that all the pages should be **numbered**, and **an Index** should be attached as first page with the Bid. The Authorized Signatory of the Bidder must sign the Bid with proper name, designation, duly stamped at appropriate places, and initial all the remaining pages of the Bid.

**15. EVALUATION CRITERIA**

15.1 The Bids will be evaluated based on the QCBS method as mentioned in GFR 2017.

15.2 Overall weightage of 30% for Financial Bid and 70% weightage for Technical Bid shall be considered while calculating final score.

15.3 The Technical Bid of each Bidder shall be evaluated in accordance with the following methodology:

	COMPONENT	CRITERIA	MAX. MARKS	
1	Prior experience in E-Commerce	Have successfully completed deployment during the last 5	10	As per <b>Annexure III</b>

	<b>project</b>	<p>years of <b>at least one E-Commerce project</b> in any Ministry of Government of India or an autonomous body or District Administration under it, or any Centrally Funded Technical District Administration (CFTI) of Higher Education under Ministry of Human Resource Development (MHRD) (like IITs, IISc, NITs, IISERs, IIMs or Central Universities) or in any State Government, be able to demonstrate functionality of the modules therein with valid data. and provide a <i>User Certification</i></p> <ul style="list-style-type: none"> <li>• One completed Project: 5 Marks</li> <li>• Two or more Projects: 10 Marks</li> </ul>		
<b>2</b>	<b>Relevant IT Project experience</b>	<p>The company / LLP / Proprietorship firm should have prior experience in executing similar project, at least of <b>INR Three Crores</b> contract value in a single or multiple Projects (Maximum 3) in the last 03 Financial years ending FY 2021-22. Similar work means <b>Design, Development, Implementing of Web Applications, Web Portals and IT Maintenance</b> projects.</p> <ul style="list-style-type: none"> <li>• Projects worth INR 3-4 Crores: 10 Marks</li> <li>• Projects worth more than INR 4 Crores: 15 Marks</li> </ul>	15	<p><b>Annexure IV</b> along with Work Order + Completion Certificates from client of at least one project; AND Work Order + 50% Completion Certificate (for ongoing projects) from the client; OR Work Order + Payment Proof corresponding to the work done; Submitted Work orders and Completion certificates should include project(s) having <b>Design, Development, Implementation of Web Application, Web Portal and IT maintenance.</b></p>
<b>3</b>	Quality of technical Staff proposed for this project as per the requirements mentioned in Scope of Work	<p>The Bidder shall have qualified manpower more than or equal to 50 employees working in the design, development and implementation of Information Technologies</p>	10	<p>Submit Self undertaking on company's letter head (including list of employees) signed by the authorized signatory. Submit <b>Annexure IX</b> and <b>Annexure X</b></p>

		related projects for Government department (Centre/State/PSU) as on date of Bid Submission. <ul style="list-style-type: none"> <li>• &gt;=50 employees – 5 Marks</li> <li>• &gt;=100 employees – 10 Marks</li> </ul>		
<b>4</b>	<b>Certification</b>	CMMI certification	5	Relevant certificates to be submitted
<b>5</b>	<b>Solution development Methodology proposed / Understanding of Software development and implementation</b>	<ol style="list-style-type: none"> <li>1. Company profile and organizational strength</li> <li>2. Proposed Team Structure</li> <li>3. Showcasing of Similar implemented projects and Live Demonstration.</li> <li>4. Understanding of scope and requirements</li> <li>5. Project Implementation approach &amp; methodology</li> </ol>	30	Detailed Presentation
		<b>Total</b>	<b>70</b>	

15.4 A Bidder must get a minimum of **45 marks (out of 70 marks)** in the Technical Evaluation to proceed to opening of Financial Bid.

15.5 The Bid of the Bidder who submits the lowest financial Bid shall get the maximum weightage (30 marks) and the Bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder. The Bid of the Bidder, who obtains the highest total score (Ts) across the Technical Bid and the Financial Bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder. In the event that one or more Bidders have the same Ts value, the Bid with the highest Technical score (St) will be rated as the 'Best Bid'.

15.6 Further, in the event that one or more Bidders with the same Ts value also have the same Technical score (St), JCKIF may, in its sole direction, declare any one of such Bidders as the successful Bidder. JCKIF may also exercise its discretion in declaring the successful Bidder by evaluating whether: (a) the Financial Bid of the Bidder rated as having submitted the 'Best Bid' is in accordance with the requirements set out in the RFP; and (b) the Bidder winning the 'Best Bid' is adequately equipped to perform the services in a satisfactory manner.

15.7 JCKIF reserves its right to reject any Bid for any reason whatsoever.

15.8 Supporting documents for Bid evaluation shall also be verified during presentation. The Bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.

15.9 However, in case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid (as defined in 7.3.4 of Manual for Procurement of Goods Services 2017 issued by Department of Expenditure, Govt of India), JCKIF may waive the same. If a Bid is not

Substantially Responsive, it will be rejected by JCKIF.

## **16. DECLARATION OF SUCCESSFUL BIDDER**

16.1 Prior to the expiration of the validity period for the Bid, JCKIF will notify the successful Bidder in writing by registered post, or Courier, or by email transmission that the Bid has been accepted. JCKIF will also send to the Successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The Successful Bidder and JCKIF shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the Successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.

16.2 The failure of JCKIF and the Successful Bidder to agree to the Terms and Conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which JCKIF may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.

16.3 Upon the successful signing of the Service Agreement by the Bidder and JCKIF, and the Service Provider furnishing the Performance Security, JCKIF will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits.

16.4 Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

## **17. PERFORMANCE SECURITY**

17.1 In order to ensure the due performance of the awarded contract, the Successful Bidder shall, within 15 (Fifteen) days of entering into the Service Agreement with JCKIF, furnish an irrevocable bank guarantee for an amount of 3% of the accepted value of the contract ("Performance Security") failing which an amount of 0.05% penalty per day of the contracted amount will be levied on the Successful Bidder. Penalty is for specified period not exceeding further fifteen days and in case failure continues the contract may be terminated by JCKIF entitling JCKIF to forfeit the Earnest Money Deposit, besides other remedies as may be available to JCKIF.

17.2 The Performance Security shall be valid for a period of 180 (one hundred and eighty) days from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished if needed. It may require revalidation from time to time as the case may be.

17.3 All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Successful Bidder. No interest will be payable on the Performance Security by JCKIF.

17.4 Material failure or any breach or violation on the part of the Successful Bidder, which is not cured within reasonable time from receiving a written notice of such failure from JCKIF, to comply with the requirements of the Scope of Work (Clause 2), shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by JCKIF to the extent of its loss.

## **18. TERMS OF PAYMENT**

18.1 The payment for design, development and implementation of E-Commerce platform will be released as per below schedule subject to successful completion of work as defined in Scope of Work (Clause 2) and Price Bid Format (**Annexure VI**) to the satisfaction of JCKIF;

- 50% of total value after **Design, Development and maintenance of "E-Commerce Platform for JCKIF"** (03 months)
- 30% at the end of 06 months.
- Balance 20% at the completion of 12 months.

18.2 All valid invoices will be paid within 30 days of the submissions of the invoice.

18.3 Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to JCKIF.

18.4 Service Provider must raise their Bills / Invoices in the name of JCKIF.

18.5 Payment must be subjected to deductions of any amount for which the service provider is liable under the conditions described in RFP. All payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the current Income-Tax Act and /or any other Govt. orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.

18.6 JCKIF shall pay the amount as per the invoice by way of RTGS/NEFT etc.

## **19. OTHER TERMS AND CONDITIONS OF THE BID**

19.1 All information / details submitted to JCKIF shall be supported by documentary proof duly certified by the authorized signatory of the Bidder.

19.2 Save as expressly authorized by JCKIF in writing, the Successful Bidder shall not, without the prior express approval of JCKIF, incur any liabilities on behalf of JCKIF, pledge the credit of JCKIF or make any representations or give any warranty on behalf of JCKIF.

19.3 The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by JCKIF, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between JCKIF and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against JCKIF and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by JCKIF.



- 19.4 The Bidder must strictly comply with all terms and conditions herein. JCKIF reserves the right to call upon any or all the Bidders to satisfy JCKIF regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, JCKIF may call upon any or all the Bidders to make a presentation to JCKIF in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to JCKIF shall not be considered for any further evaluation and shall stand immediately disqualified.
- 19.5 JCKIF is under no obligation to declare the Bidder quoting the lowest Fees as the Successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract.
- 19.6 The Successful Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of JCKIF, such offices and other premises, as may be necessary for the efficient and effective performance of its obligations under the Scope of Work.
- 19.7 It will be the responsibility of Successful Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. JCKIF shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors.
- 19.8 The Successful Bidder cannot be taken over/bought over by another company, except with the prior written approval and terms and conditions of JCKIF and subject to the condition that all the obligations and execution responsibilities under the agreement with JCKIF, should be passed on for compliance by the new company in the negotiation for their transfer.
- 19.9 The Lead member of the Successful Bidder cannot be changed except with prior written approval of JCKIF. Any such change should be brought to the notice of JCKIF within the 30 days of such a change. In case of non-compliance, the award/ Bid process shall be terminated with immediate effect. JCKIF may, at any time, immediately terminate the contract by giving written notice to the Successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or JCKIF is not satisfied with the work of the Successful Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to JCKIF. However, in the event JCKIF, wishes to terminate for convenience, it shall serve a notice period of 60 days to the Bidder.

- 19.10 Service Level Agreement (SLA) shall be signed upon between Successful Bidder and JCKIF during sign-off Master Service Agreement (MSA) taking into consideration key factors affecting the timelines and delivery parameters desired by JCKIF.
- 19.11 The SLA document shall be accompanied by the Penalty Clause which shall be attracted in case of non-delivery/ meeting of SLA clause on a case-to-case basis.
- 19.12 Continuous improvement on SLA is required as the project may face various hindrances during its implementation phase and post implementations.
- 19.13 Service Level Dependency Clause shall be clearly mentioned stating the changes in the business environment internal or external which can adversely affect the achievement of SLA.
- 19.14 The Successful Bidder will prepare and distribute SLA performance reports in an agreed upon format by 5th working day of beginning of every month. Successful Bidder will prepare MIS reports as directed by JCKIF.
- 19.15 The Successful Bidder must monitor and deploy sufficient manpower to complete the entire E-Commerce system as per timelines mentioned. However, the manpower as deployed by the Successful Bidder, shall remain in the employment of the Bidder for all purposes.
- 19.16 The Successful Bidder has to ensure proper deployment of resources at site during implementation phase and the deployment plan should be approved by JCKIF in advance.
- 19.17 It will be responsibility of the Successful Bidder to ensure and verify the educational qualifications and experience of the resources deployed in JCKIF.
- 19.18 The Successful Bidder shall be responsible for ensuring timely payment to the resources deployed in the project and complying to all laws of the land including statutory liabilities while doing the same.
- 19.19 The Successful Bidder is required to ensure the availability of Manpower as relevant to the Scope of Work of this RFP and any unauthorized absence of resources for a period of more than one week after requirement will attract penalties. Leave of Absence approved by the JCKIF will be not considered in these calculations. It is the responsibility of the selected Bidder to get the approval of the JCKIF regarding of the general leave policy applicable to the resources, subject to availability of immediate alternate and competent resource.
- 19.20 Privileges: The following privileges shall be extended to the Successful Bidder - Performance certificate to be issued by JCKIF to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the 'Modules delivered. Successful completion certificate to be issued by JCKIF after completion of contract to the satisfaction of JCKIF.
- 19.21 Governing Law and Jurisdiction: The RFP and the relationship between the Successful Bidder

and JCKIF shall be interpreted in accordance with the laws of India. The courts of Jodhpur shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and JCKIF.

## 20. PENALTY

In case the Service Provider fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, JCKIF reserves the right to impose the penalty as detailed below :-

### 20.1 During the execution of the work

S. No.	Delay	Penalty
1	Submission of requirement document and inception report	1% of the project value per week delay post issue of work order
2	Deployment and marks entry - more than 2 months after issue of Purchase Order (PO)	2% of the project value per month delay post issue of work order
3	Training and Go-live of the entire solution - 4 months after issues of PO	2% of the project value per month delay post issue of work order

### 20.2 For Entire period of contract

- i. For delay in service deliverables reasons not pertaining to Successful Bidder, the JCKIF shall take decision on extension of such timelines and levy of penalty.
- ii. For service delays, reasons not pertaining to the Successful Bidder, JCKIF may consider extension of the service delivery timelines. The Successful Bidder shall highlight the delays in writing to the JCKIF.

## 21. GENERAL TERMS AND CONDITIONS OF CONTRACT

21.1 Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to JCKIF, shall invite all or any actions / sanctions, as the case maybe. The decision of JCKIF arrived at as above will be final and no representation of any kind will be entertained on the above.

21.2 JCKIF reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.

21.3 JCKIF also reserves the right to accept/reject a Bid, to cancel/abort RFP process and/or reject all Bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by JCKIF.

21.4 JCKIF may not award any work to the any Bidder at its own discretion without assigning any reason thereof.

21.5 Any default by the Bidders in respect of RFP terms & conditions will lead to rejection of the

Bid.

21.6 The decision of JCKIF arrived during the various stages of the evaluation of the Bids is final & binding on all Bidders. Any representation towards these shall not be entertained by JCKIF. Reasons for rejecting a Bid will be disclosed only when an enquiry is made by the concerned Bidder.

21.7 In case the Successful Bidder is found in breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.

21.8 Any attempt by Bidder to bring pressure towards JCKIF's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from Bidding for JCKIF tenders in future for a period of three years.

21.9 Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false/incorrect, their total Bid shall be summarily rejected and no correspondence on the same, shall be entertained. JCKIF will not be responsible for any misinterpretation or wrong assumption by the Bidder, while responding to this RFP. It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to barring of the Bidder from all JCKIF tenders/RFPs for a period of 10 (ten) years.

21.10 Bidders are requested to share information which is true and based on some tangible proofs. After the work order is issued, Successful Bidder needs to do the hardware sizing for storing the data and hosting the application (if required) during the planning stage, on the basis of that JCKIF will procure & provide the required infrastructure along with the connectivity. It will be the responsibility of the Successful Bidder to host the application (if required) over the IT infrastructure provided by JCKIF. All the responsibility lies with the Successful Bidder with respect to architecture, designing & hosting the applications (if required). The Successful Bidder should provide two distinct environments for storing the data and hosting the application (if required). These environments would be known as PRODUCTION and UAT environment. Access to both these environments would be controlled and would be separate from the DESIGN & DEVELOPMENT environment.

21.11 The UAT environment would be mirror of the PRODUCTION environment and shall be used for staging. Apart from these there should be distinct environments for DESIGN & DEVELOPMENT, and TESTING. The DESIGN & DEVELOPMENT environment should also be like PRODUCTION and UAT environment, where the DESIGN & DEVELOPMENT, and TESTING related activities are carried out.

## **22. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS, SOURCE CODES**

22.1 Intellectual Property Rights (IPR) for all Software and Information and documents (including data, algorithms, source codes, databases, training manuals, etc.) developed for this project and in course of this project shall exclusively lie with JCKIF in perpetuity.

22.2 JCKIF has all the rights to modify, reproduce, rewrite, redeploy and redistribute its IP as the sole Owner

and the Successful Bidder shall not have any claim, whatsoever as mentioned above in Clause 22.1.

22.3 The Successful Bidder shall give an undertaking that; (i) any and all products / processes and components thereof do not infringe any IPR of other parties; (ii) The Successful Bidder shall also include in the undertaking that if a third party claims that a product delivered by the Successful Bidder to JCKIF infringes that party's IPR in any form, then the Successful Bidder shall keep JCKIF fully indemnified in such proceedings; (iii) The Successful Bidder shall defend JCKIF in all such proceedings at the cost of the Successful Bidder; (iv) the Successful Bidder shall pay all costs, damages, attorney's fees that a court finally awards or that are included in a settlement approved by the Successful Bidder.

22.4 The Successful Bidder shall provide source codes for modules developed during the course of the development as well as the final approved Software/application. Further, all documents required to maintain or handle the source code in accordance with the "Software Engineering Management Practices" shall also be handed over to JCKIF. The source code shall be provided at every stage of Payment Terms (Clause 18).

22.5 The Successful Bidder shall provide the source codes on Go-Live of the project. Any changes or updates in the source codes by the Successful Bidder, during the contract period, shall be provided to JCKIF as and when done. At the end of the contract period, all intermediary and final documentation shall be provided by the Successful Bidder to JCKIF with all updates and modifications failing which JCKIF may not return the Performance Security to the Successful Bidder.

### **23. HANDOVER**

23.1 The Successful Bidder shall prepare a handover policy along with the MSA which shall be approved by JCKIF.

23.2 The handover shall be done by the Successful Bidder at the end of the contract as per the policy document and other remedial changes required, if any, at the end of the contract period with the approval of JCKIF.

23.3 Handover shall include all single mobile platforms, source codes, all conducted IP due diligence, project documentation, Reports, data backups, records, toll free number documents (if any) and all related documents.

23.4 The Successful Bidder is required to integrate with the hosting environment provided by JCKIF at the end of the tenure of the contract. Handover shall not be considered complete without successful integration of the mobile platform with the hosting environment provided by JCKIF.

23.5 Non-compliance may lead to forfeit of due payments and Performance Security / Bank Guarantee, and other actions as may be deemed fit by JCKIF.

### **24. REPRESENTATIONS AND WARRANTIES**

24.1 JCKIF along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of

anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

24.2 JCKIF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

## **25. INDEMNIFICATIONS AND LIABILITIES**

25.1 The Successful Bidder shall fully indemnify, hold harmless and defend JCKIF and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable Attorney's fees and costs), whether or not involving a third-party claim including claims for infringement, which arise out of or relate to:

- i. any breach of any representation or warranty of the Successful Bidder contained in the RFP,
- ii. any breach or violation of any covenant or other obligation or duty of the Successful Bidder under this RFP.

25.2 JCKIF reserves the right to accept or reject any or all proposal (s) or to annul the RFP process and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder (s) on the ground of JCKIF action.

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

25.4 The Successful Bidder shall at all times indemnify and keep indemnified JCKIF against all claims/third party claims/damages etc. for any infringement of IPR while providing its services under the Project.

25.5 The Successful Bidder shall at all times indemnify and keep indemnified JCKIF against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by the Successful Bidder's employees or agents or by any other Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.

25.6 The Successful Bidder shall at all times indemnify and keep indemnified JCKIF against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.

25.7 All claims regarding indemnity shall survive the termination or expiry of the Contract.

## **26. TERMINATION**

26.1 JCKIF may terminate the Service Agreement by serving written notice:

- a. Immediately in case the Successful Bidder is in breach or fails to remedy breach in the performance of its obligations hereunder. JCKIF may provide a within 30 (Thirty) day notice to cure the defect, however failure to cure the defect within 30 days or any further period as the JCKIF may have subsequently approved in writing, shall render the termination of the contract;
- b. In the event services of the Successful Bidder are not satisfactory or upto the mark;
- c. If the Successful Bidder becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement;
- d. If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings
- e. If the Successful Bidder is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement;
- f. If the Successful Bidder submits to JCKIF a false statement which has a material effect on the rights, obligations or interests of JCKIF;
- g. Any other reason as deemed fit by JCKIF.

## **27. FORCE MAJEURE**

27.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

27.2 If a Force Majeure situation arises, the Successful Bidder shall promptly notify JCKIF, in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by JCKIF in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

27.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, JCKIF may at its option terminate the contract without any financial repercussion on either side.

27.4 In case due to a Force Majeure event JCKIF is unable to fulfil its contractual commitment and responsibility, JCKIF will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **28. DISPUTE SETTLEMENT MECHANISM**

28.1 All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. JCKIF and the Successful Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either JCKIF or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between JCKIF and Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator, appointed to be the arbitrator by the JCKIF. The award of the arbitrator will be final and binding on the parties to the Contract.

28.3 Venue of Arbitration: The Sole Arbitrator shall have its seat in Jodhpur.

28.4 The Arbitration proceedings will be in English Language.

28.5 Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

28.6 The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of JCKIF Arbitration proceedings.

28.7 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the High Court at Jodhpur.

## **29. APPLICABLE LAW**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

## **30. RESERVED RIGHTS**

30.1 JCKIF reserves the right to;

- i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
- ii. Revise the requirement at a later stage as and when required.
- iii. Amend, modify, relax or waive any of the conditions stipulated in the RFP wherever deemed necessary.



30.2 JCKIF reserves the right to;

- i. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by a Bidder in response to this RFP or at any later stage, or in the event of any contravention by the Bidder of any condition or criterion stipulated, JCKIF shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by JCKIF to the Bidder as compensation/damages or penalty;
- ii. JCKIF will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if JCKIF decides to cancel the RFP process or for any reason whatsoever.
- iii. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by JCKIF to facilitate the evaluation process.
- iv. The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
  - understood and examined the extent of the Rights, scope of Work and other information made available in writing by JCKIF, for the purpose of this RFP;
  - examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
  - satisfy itself as to the correctness and sufficiency of the RFP.
  - Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with JCKIF or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to [jckif.ecommerce@gmail.com](mailto:jckif.ecommerce@gmail.com). No queries shall be entertained by JCKIF after scheduled date and time mentioned in Bid schedule of the RFP.

### **31. CORRUPT OR FRAUDULENT PRACTICES**

31.1 It is required by all concerned namely the Bidders/Successful Bidders to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JCKIF :-

- i. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- ii. will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by JCKIF if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.

31.2 JCKIF reserves the right not to conclude the Contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be

initiated.”

## **32. CONFIDENTIALITY**

32.1 The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of JCKIF. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and JCKIF. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of JCKIF or its successors or assignees, including work product prepared at JCKIF, for other clients of the Bidder without the prior written approval of JCKIF. The Successful Bidder is not authorized to identify JCKIF as a client for the purposes of marketing or for advertising, without the prior written approval of JCKIF. Upon termination of the relationship, the Successful Bidder agrees to return promptly all information obtained from or on behalf of JCKIF or any copies thereof to JCKIF. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with JCKIF without the prior written approval of JCKIF.

32.2 All information and documents that are furnished by the Bidder will be treated as strictly confidential by JCKIF and shall not be disclosed by JCKIF to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

**ANNEXURE - I**

**Detail of Turnover and Net-worth in Last 4 Years of Applicant Company  
OR  
by each Constituent Member of Applicant Consortium Company  
(Please attach Proof of Financial Statement certified by Auditor)**

S. NO.	FINANCIAL YEAR	Turnover (Rupees in Crores)	Net Worth (Rupees in Crores)
Select any three out of four previous financial years mentioned below.			
1.	2018-19		
2.	2019-20		
3.	2020-21		
4.	2021-22		
<b>Certificate from the Statutory Auditor</b>			
This is to certify that the average turnover of the Bidder firm in the last four years is Rs._____. (In words)			
<b>Name of the audit firm:</b>			
<b>Seal of the audit firm</b>			
<b>Date:</b>			

(Signature, Name and Designation of the Authorized Signatory)

**Note:**

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.
- In case Audit of the firm is pending for the FY 2021-22 is pending, provisional accounts certified by CA may be considered. Audited accounts and Report prior to 2017-18 will not be accepted.

**ANNEXURE - II**  
**FORMAT for SUBMITTING BANK GUARANTEE as EARNEST MONEY DEPOSIT**

Name of Applicant Company Submitting RFP:

To

**The Chief Executive Officer**

Jodhpur City Knowledge and Innovation Foundation (JCKIF)  
E-6 Berm, Indian Institute of Technology Jodhpur Campus  
Nagaur Road, Karwar, Jodhpur - 342030.

WHEREAS..... (Name and Address of Applicant Company) (hereinafter called *the Company*) has undertaken, in pursuance of Call for RFP No.:.... (dated \_\_\_\_ issued by JCKIF) for Design, *Development and Maintenance of "E-Commerce Platform for Jodhpur Craft Clusters* (hereinafter called *the Contract*).

AND WHEREAS it has been stipulated by JCKIF in the said Contract that the Company shall furnish a Bank Guarantee of a *Scheduled Commercial Bank* recognized by JCKIF for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS the Bank agrees to give the Company such a bank guarantee; NOW THEREFORE, the Bank affirms that the Bank hereby:

- 1) Stands as a Guarantor and shall be responsible to JCKIF, on behalf of the Applicant Company, up to a total of Rs.....the Rupees );
- 2) Undertakes to pay JCKIF, upon your first written demand declaring the Applicant Company to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs. (Rupees \_\_\_\_\_) as aforesaid, without JCKIF needing to prove or to show grounds or reasons for its demand or the sum specified therein;
- 3) Waives the necessity of JCKIF demanding the said debt from the Applicant Company before presenting to the Bank with the demand; and
- 4) Agrees that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents, which may be made between JCKIF and the Applicant Company, shall in any way release the Bank from any liability under this guarantee, and waives the notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of the Month of ..... 20..... .

*Signature of Authorized Officer of the*  
*Bank Name \_\_\_\_\_*

Designation \_\_\_\_\_

Seal with Name & Address of the Bank  
along with address of the Branch of the Bank

**ANNEXURE - III**

**(Clause 6.2.4)**

**ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER**

The following information should be provided in the format below for **each** Eligible Project for which Bidder was legally contracted by the respective Purchaser/Client of the Bidder stated as a single entity.

(i)	Assignment Name	
(ii)	Type of Project	
(iii)	Name, Contact No. & Email of the Purchaser Representative:	
(iv)	Year in which Project took place	
(v)	Location of Project	
(vi)	Contract Value	
(vii)	Narrative Description of the Scope of work of the assignment	
(viii)	Status of the assignment	

**IMPORTANT:**

1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure III(a), Annexure III(b), Annexure III(c)..... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the Purchaser. In case Successful Completion Certificate is not available, Copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

**ANNEXURE - IV**  
**(Clause 6.2.6)**  
**LIST OF CLIENTS**

*Details of major projects undertaken (maximum 10)*

S.No.	Client Details: Name, Postal Address, Email and Phone	Criterion of Selection	Description of Project (including Modules Implemented)	Cost of Project (Rupees in Lakhs)	Dates of			Current Status of Project
					Award of Work	Scheduled Completion	Actual Completion	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**Note:**  
(1) The list of Projects shall be compiled ONLY as per the above format.  
(2) Copies should be provided of supporting documents (in the form of self-attested certificates, agreements, appointment orders, contract and certification provided by the Clients).  
(3) Where currency conversion is used, specify the exchange rate and the date of exchange rate.

**ANNEXURE - V**  
**(Clause 6.2.8)**

**Declaration of Non - Blacklisting / Debarring**

*To be executed by the Applicant Company or Applicant Consortium Company on Rs.10 Non-Judicial Stamp paper and attested by Public Notary or Executive Magistrate*

I..... (Authorized Represented of the Applicant Company) hereby declared that: -

- 1) The Applicant Company, Namely M/s..... has NOT been blacklisted or debarred in the past by Government of India, Government of any State/UT in India or any Organization from taking part in Government Tenders, Projects in India; and
- 2) The Applicant Company has no ongoing litigation in this regard in any of the Court(s).

OR

I..... (Authorized Represented of the Applicant Company) hereby declared that: -

- 1) The Applicant Company, Namely M/s..... was **blacklisted** or **debarred** by Government of India, Government funded organization, State/UT in India or any Organization from taking part in Government Tenders for a period of..... , with effect from.....to.....
- 2) The period is over on....., and now the company is entitled to take part in Government tender/ Award of projects:
- 3) In case the above information is found to be false, I am fully aware that the RFP submitted by the Company will be rejected or cancelled by Director, JCKIF, and EMD shall be forfeited; in such cases, JCKIF, will not be responsible to pay the bills for any completed or partially completed work.

DEPONET  
(Signature of Authorized  
Representative on behalf of  
**Applicant Company**)

Attested

PUBLIC NOTARY, or EXECUTIVE MAGISTRATE

Name : .....  
Address : .....  
Date : .....  
Place : .....  
Seal or Stamp : .....

**ANNEXURE - VI**  
**(Clause 9.2)**  
**PRICE BID FORMAT**

The format for the price Bid.

Sl. No.	Components	Quote (Excl. of Tax) in INR (1)	Applicable Tax (GST) % (2)	Quote (Incl. of Tax) in INR (= (1)+[(1)*(2)%])
<b>I</b>	<b>Design, Development and maintenance of "E-Commerce Platform for JCKIF" (03 months)</b>			<b>A1</b>
<b>II</b>	<b>Maintenance for remaining 09 months</b>			<b>A2</b>
<b>SUBTOTAL (=A1 + A2)</b>				<b>X</b>

Financial Bid summary	Quote in INR Rs
Sub Total –(X)	
Any Other Cost(If any) (Y)	
<b>Total Z</b>	<b>X+Y</b>



**ANNEXURE – VII**  
**(Clause 14.2.6)**  
**BID SUBMISSION FORM**

To,

**The Chief Executive Officer**  
**Jodhpur City Knowledge and Innovation Foundation (JCKIF)**  
**E-6 Berm, Indian Institute of Technology Jodhpur Campus**  
**Nagaur Road, Village Karwar, Jodhpur - 342030.**

**Sub:** "Hire agency for Design, Development, and Maintenance of "E-Commerce Platform for Jodhpur Clusters.

Dear Sir,

1. With reference to the RFP dated \_\_\_\_\_ for the above captioned project, and clarification issued by **JCKIF**, Jodhpur thereof, I/We \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Bid for Engagement with JCKIF to hire an agency for Design, Development and Maintenance of "E-Commerce Platform for Jodhpur Craft Clusters as per terms mentioned in this RFP.
2. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with JCKIF for the aforesaid Project.
4. I/We shall make available to JCKIF any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We acknowledge the right of the JCKIF to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred and Eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to a Bid by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that JCKIF shall be entitled to forfeit the EMD or performance security without out protest and demur in case of any breach of terms and conditions of RFP/Agreement by us.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we understand that JCKIF may cancel the Selection Process at any time and that JCKIF neither bound to accept any Bid that JCKIF may receive nor to select the Bidder without incurring any liability to the Bidders.
9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy

of Power of Attorney/Board Resolution is given below)

10. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our Bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, Terms and Conditions including any Addendum issued by JCKIF;
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with JCKIF or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. None of our full-time Directors is engaged in providing services or is directly related to any employee of JCKIF. A person is deemed to be a relative of another if, and only, if
  - a. They are members of a Hindu undivided family; or
  - b. They are husband and wife; or
  - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name and designation of the Authorized  
Signatory) (Name and seal of the Bidder)

**POWER OF ATTORNEY (SAMPLE) (Note- Board resolution in case of company)**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with JCKIF including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to JCKIF, representing us in all matters before JCKIF, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with JCKIF in all matters in connection with or relating to or arising out of our Bid for said Project and/or upon award thereof to us till the entering into of the Agreement with JCKIF.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,..... THE ABOVE-NAMED PRINCIPALHAVEEXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF..... , 2020.

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....  
(Signature, name, designation and address of the Attorney)

**Notes:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 50 (fifty) and duly notarized by a notary public.*

**ANNEXURE - VIII**

**Undertaking by Authorized Representative of  
Applicant Company or Applicant Consortium Company**

I hereby certify that:

1. All the information furnished above are true and correct to the best of my knowledge;
2. I have no objection to JCKIF verifying any or all the information furnished in this document with the concerned authorities, if necessary; and
3. I have read and understood the requirements, scope of work, all terms and conditions indicated in the EOI document, and accept all of them as stated.

Signature of Authorized Representative on behalf of **Applicant Company**

**ANNEXURE - IX**

**CVs of Staff Members employed by Applicant Company,  
OR  
by each Constituent Member of Applicant Consortium Company  
*Key professional Staff Members employed in indicated categories***

S. No.	Specialization of Staff Member	Experience		
		> 15 Years	7 – 15 Years	1 – 7 Years
1	Technical Architect			
2	Project Manager			
3	Java Programmer			
4	Business / System Analyst			
5	User Interface Programmers			
6	Software Test Engineer			
7	User Interface Wireframe Designers			
8	Software Test Engineer			
9	Cloud deployment Dev Operation			

**Note:**

1. The above fields of specialization are indicative. Applicant Company may add additional fields of specialization as per their experience.
2. The CV (Annexure X) shall be of a maximum of two pages for each main Staff Member and Key Expert.
3. The CV (Annexure X) of each of the following persons, namely Executive Head, Main Members and Key Experts, of Applicant Company or Consortium of Companies, shall be presented on separate sheets (with proofs thereof)

**ANNEXURE 'X'  
FORMAT FOR CV**

<b>Name of Firm:</b>	
<b>Name of Professional:</b>	
<b>Position:</b>	
<b>Date of Birth:</b>	
<b>Country of Citizenship/Residence:</b>	

**Education:**

<b>Name of Institution</b>	<b>Degree Obtained</b>	<b>Year of Obtainment</b>

**Countries of work experience:**

**Employment Record**

<b>Name of Organisation</b>	<b>Position Held</b>	<b>Duration</b>

**Total Work Experience (Relevant)..... (in years)**

**Brief Write-up of overall experience:**

**Work Experience:**

<b>Detailed Tasks Assigned</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Work Experience</b>
	<b>Name of Assignment:</b> <b>Year:</b> <b>Client:</b> <b>Project Details:</b> <b>Main project features:</b> <b>Position Held:</b> <b>Activities performed:</b>
	.
	.
	.

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Purchaser, and/or sanctions by the Bank.