



RFP for Implementation Partner Onboarding

Date: 12 August 2025

**Notice inviting tender for selection of implementation
partners for Capacity Building of Panchayats in
Assam, Odisha, and Gujarat**

NOTICE INVITING TENDER

1. Kaivalya Education Foundation (hereafter referred to as KEF) invites proposals from qualified and experienced non-governmental organizations (NGOs) with a proven track record of working with Panchayati Raj Institutions in Assam, Odisha, and Gujarat. KEF seeks to onboard local implementation partners – one in each state – to support capacity building and technology deployment across 15 Gram Panchayats in each state focusing on Districts of Golpara and Darrang (Assam), Koraput and Mayurbhanj (Odisha), Narmada and Kutch (Gujarat). The selected agencies will be responsible for end-to-end execution, including district- and Panchayat-level mobilization; facilitating baseline studies and competency assessments; implementing structured training programs; providing continuous handholding and on-ground support; facilitating adoption and effective use of technology solutions; driving community engagement and ensuring sustainability of interventions; and undertaking regular and continuous monitoring, evaluation, and preparation of final reports.
2. KEF, a Piramal Foundation initiative, is one of the largest not-for-profit implementation organizations with operations across multiple geographies. It envisions creating public system change by fostering competent and passionate leaders who have the foresight and courage to create large-scale sustainable impact at grassroots. The Foundation through its 5,000+ strong workforce has served more than 113 million beneficiaries so far.

3. Overview of the Project:

Over the decades since Independence, India has made significant strides in decentralizing governance through the establishment of Panchayati Raj Institutions (PRIs). Constitutionally recognized as the third tier of governance under the 73rd Constitutional Amendment Act, PRIs are entrusted with responsibilities spanning economic development, social justice, and essential service delivery. At the heart of their mandate lies the principle of democratic decentralization — empowering communities to shape their development trajectories through participatory decision-making and responsive local governance.

Despite this constitutional vision, the promise of PRIs remains only partially realized. Most Gram Panchayats face persistent challenges, including limited capacity among elected representatives and functionaries, weak coordination with line departments, and low citizen engagement. Capacity-building efforts have historically focused on technical training, often overlooking the vital leadership competencies necessary to enable PRIs to act as effective, citizen-centric governance institutions.

To address these systemic gaps, KEF is launching a pilot capacity building program in 60 Gram Panchayats across four states - Assam, Andhra Pradesh, Odisha, and Gujarat. This pilot is designed to enhance the leadership and governance capabilities of elected representatives and selected functionaries. The program aims to build institutional capacity at the grassroots level by developing competencies related to collaboration, community engagement, strategic thinking, and inclusive governance.

Through this initiative, KEF envisions strengthening Gram Panchayats as active and accountable units of local self-governance, capable of driving integrated, participatory development and ensuring last-mile service delivery. The pilot will also generate insights to inform scalable models for PRI capacity building across diverse geographies.

4. Purpose for RFP

The purpose of this RFP is to identify and onboard local implementation partners who will work in close collaboration with Kaivalya Education Foundation (KEF) to strengthen the leadership, governance, and service delivery capacity of Gram Panchayats in districts of Golpara and Darrang (Assam), Koraput and Mayurbhanj (Odisha), Narmada and Kutch (Gujarat).

The selected partners will be responsible for executing a holistic intervention model that integrates:

- **Capacity Building** of elected representatives and Panchayat functionaries through structured training and ongoing mentoring.
- **Technology Deployment** to improve data-driven decision-making, monitoring, and service delivery.
- **Community Mobilization** to foster citizen participation and ensure sustainable local governance outcomes.

Through this RFP, KEF seeks to engage partners who bring deep contextual understanding of rural governance ecosystem, demonstrated operational capacity in PRI engagement, and the ability to implement both people-centric and tech-enabled solutions at the Gram Panchayat level in Assam, Odisha, and Gujarat.

5. Schedule of Events

| S. No. | Event Description | Timeline |
|--------|--|--|
| 5.1 | Date of publication of RFP | 12 August 2025 |
| 5.2 | Deadline to submit questions for pre-bid meeting | 14 August 2025 |
| 5.3 | Pre-bid meeting (Date) – ONLINE (details to be shared later) | 18 August 2025 |
| 5.4 | Last date & time for submission of online bidding document | 22 August 2025 |
| 5.5 | E mail ID to which bids to be submitted | procurement@gandhifellowship.org |

6. The technical and financial bids must be submitted online to the designated E mail ID as indicated in clause 5.5 above. Kaivalya Education Foundation doesn't take any responsibility for the delay/ Non-Submission of Tender due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason.

For further enquiry and information, please contact by sending email to 'procurement@gandhifellowship.org'.

On behalf of Kaivalya Education Foundation

Akshat Shukla
Core Team Member

INSTRUCTIONS TO BIDDER (ITB)

1. General Instructions

1. The bidder should prepare and submit its offer as per instructions given in this section.
2. Instructions/ Guidelines for tenders for electronic submission of bids online have been mentioned below for assisting the prospective bidders to participate in tendering process.

2.1 Registration of selected Bidders: All selected bidders shall be duly registered with Kaivalya Education Foundation prior to issuance of the contract in its favour. All necessary documents required to be submitted for enlistment of selected bidders shall be provided by them without demur.

2.2 Scanned Signature on documents submitted: Each bidder is required to affix the scanned signature of its authorized representative on **all pages** of submitted documents.

2.3 Submission of bids: Bids are to be submitted through online mode **ONLY** to the designated E mail ID procurement@gandhifellowship.org as indicated in clause 5.5, Section I.

2.4 Before preparing the tender and submitting the same, the bidder should read and examine all the terms & conditions, instructions, contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.

2.5 The contracted rate shall be firm and inclusive of all the factors for a period of **1** year from the date of agreement to be signed with the selected bidder **excluding Goods & Services Tax (GST)**. GST if applicable, will be paid by contracting authority, as per the prevailing rates/rules.

2.6 Bid submission :

- a. The technical bid (technical and financial details of the bidder/agency as called for in eligibility criterion for scope of work) shall be submitted separately, all technically submitted documents duly highlighted as Technical Bid- Minimum Eligibility criterion.
- b. The documents as called for in evaluation criterion to be submitted separately with each such document duly highlighted as Document- Evaluation criterion.
- c. The commercial (Price Bid) must be submitted in the prescribed format contained in the tender document as Annexure 1.
- d. A bidder may submit multiple e-mails to complete its bid submission within the due date of submission of bid as defined in clause 5.3 of Section I.
- e. Each Bidder shall be permitted to submit a Proposal for only one (1) State under this RFP. In the event a Bidder submits Proposals for more than one State, all such Proposals submitted by that Bidder shall be deemed non-responsive and liable for rejection.

3. Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender. Kaivalya Education Foundation

will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

4. Language of the tender

The tender submitted by the bidder and documents relating to the tender shall be written in the English language only. However, the language of any printed literature/ Certificate(s) furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

However, if the language of any of the printed document(s) submitted by the bidder is/are in “Hindi” language, then there is no need for providing an English translation of the same document, for interpretation.

5. Amendments to Tender Documents

5.1 At any time prior to the deadline for submission of tenders, KAIVALYA EDUCATION FOUNDATION may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.

5.2 Such an amendment will be notified to all prospective bidders.

6. Pre-Bid Meeting

6.1 In order to provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a virtual pre-bid meeting has been scheduled online as per schedule below:

Bidders desirous of attending the Pre-bid meeting must inform their participation by **14 August 2025** to the email id – **along with the list of questions** - given below for their inclusion in the virtual pre-bid meeting.

| | |
|--|---|
| E mail ID for inclusion – along with list of questions - in pre-bid meeting | procurement@gandhifellowship.org |
|--|---|

6.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately which shall be binding on all prospective bidders.

7. Bidders are requested not to submit the hard copy of bids. In case the hard copy of bid is submitted, or to any other E mail ID other than the designated E mail ID (as in clause 5.5, Section I) the tender shall be straight away rejected.

8. A person signing (manually or digitally) the bid or any documents forming part of the contract on behalf of the bidder shall be deemed to warranty that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, Kaivalya Education Foundation may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory and the bidding organization liable for all cost and damages.

9. Bid Validity: Submitted bids shall be valid for a period of 30 days from date of last bid submission.

SCOPE OF WORK (SoW)

SECTION -III

1. Background

KEF works to strengthen local governance systems by building the capacities of Panchayati Raj Institutions (PRIs) to deliver better outcomes in priority sectors such as education, health, water, sanitation, and livelihoods. Recognizing the critical role of Gram Panchayats as the first point of governance for rural communities, KEF partners with local organizations to implement people-centric and technology-enabled interventions that enhance decision-making, transparency, and accountability. This RFP aims to identify local partners who can co-lead these efforts on the ground.

The Project shall be implemented in fifteen (15) Gram Panchayats within each of the three (3) States specified herein, with coverage in two (2) districts per State as follows:

- (a) Assam – Districts of Golpara and Darrang;
- (b) Odisha – Districts of Koraput and Mayurbhanj; and
- (c) Gujarat – Districts of Narmada and Kutch

1. District and Panchayat-Level Mobilization

- Act as a primary field coordinator in their respective states/districts for the project.
- Facilitate consultation and coordination meetings with District and Block Administrations in the locations specified above.
- Identify and finalize 15 Gram Panchayats (GPs) in coordination with KEF and Panchayati Raj Department in each state.
- Build rapport with elected representatives (Sarpanches, Ward Members), Panchayat Secretaries, Panchayat-level functionaries, and SHGs/CSOs in each GP.

2. Baseline & Competency Assessment

- Support structured baseline assessments (using provided tools) covering:
 - Governance gaps in scheme implementation, GPDP preparation, Gram Sabha functioning.
 - Current capacities and digital readiness of PRI functionaries.
- Facilitate assessment of competency gaps of PRI representatives in the selected Gram Panchayats.

3. Training Delivery and Implementation

- Deliver training of Sarpanches, Ward Members, and Panchayat Secretaries using modules developed by KEF, which focus on:
 - Domain Competencies: Access to Entitlements, GPDP, Resource Mobilization, Scheme Implementation.
 - Functional Competencies: Project Planning, Record Maintenance, Financial Processes.

- Behavioral Competencies: Leadership, Communication, Conflict Resolution.
- Training formats to include:
 - Interactive classroom sessions.
 - Simulation activities, skits, games.
 - Field exercises and learning visits.

4. Handholding & On-Ground Support

- Provide structured handholding support to Panchayats, including:
 - Gram Sabha preparation and follow-up (quorum, resolution tracking).
 - Drafting and revising the GPDP.
 - Integrating local needs with centrally sponsored schemes (MGNREGS, SBM, PMAY-G, etc.).
 - Monitoring Panchayat service delivery and community satisfaction.
- Assign 1 dedicated field coordinator (non-key expert) per 3 GPs, 1 Project Coordinator per District (key expert) and 1 Project Associate – Documentation and Capacity Building – for two Districts (key expert)

5. Technology Facilitation

- Onboard all elected representatives and key officials on the mobile app, AI chatbot, and LMS platform.
- Facilitate pilot testing of the technology solutions in the field (AI chatbot, LMS)
- Provide individual/group sessions to:
 - Facilitate PRI members the usage and adoption of the technology tools.
 - Address digital access barriers (e.g., low literacy, language).
 - Collect feedback on the usage of technology tools from the users and report to KEF.
- Coordinate with the central tech team for resolving escalations.

6. Community Engagement and Sustainability

- Facilitate community interface events at the Panchayat level, not limited to the following:
 - Gram Sabhas.
 - Scheme Awareness.

- Build linkages with local SHGs, VOs, and frontline workers (ASHA, Anganwadi) for institutional continuity.

7. Monitoring, Documentation & Reporting

- Maintain detailed registers on:
 - Participant attendance, GP-wise training logs, pre-post assessments.
 - Summary of mentoring visits and field issues.
 - Participate in state/national workshops facilitated by KEF.
- Submit:
 - Monthly reports with high quality photos, visuals and data insights.
 - Quarterly learning briefs with stories of change.

8. Duration:

Implementation Period: 12 months.

MINIMUM ELIGIBILITY CRITERIA

SECTION IV

1. This invitation is open to all non-profit organisation registered under Companies Act 1956/2013 or or registered under Societies Registration Act XXI of 1860 or Indian Trust Act 1882
2. The eligibility criteria and Supporting Documents to be submitted by the bidders are as follows:

| Eligibility Criterion for Bidders | Mandatory documents to be submitted |
|--|---|
| The bidder should be registered under: Companies Act 1956/2013 or registered under Societies Registration Act XXI of 1860 or Indian Trust Act 1882 or a Partnership Firm under Partnership act 1932, Limited Liability Partnership Firm under LLP act 2008/2013. | For Company/ Section 8 Company/ LLP: Self attested Memorandum of Association (MoA) and Articles of Association (AoA). For Trusts: Self attested Copy of the Trust Deed. For Society: Self attested copy of the Memorandum of Association (MoA) |
| Turnover/ Programmatic Expenditure: The bidder must have an average annual Turnover/ Programmatic Expenditure of Rs 2 Crore in the three financial years FY 2022-23, 2023-24, 2024-25 (or a minimum of the last two FYs). | Statement of Profit & loss account/ Income & Expenditure account - FY 2022-23, FY 2023-24, 2024-25 (a minimum of the last two FYs). |
| Experience: The Bidder/agency must have experience in the domain of working with the Panchayati Raj Institutions in capacity building, program implementation for any state or central government department or any Local Self Government (Panchayat, Municipal corporation etc.) or on behalf / for any NGO. Experience of working with government stakeholders like State Rural Livelihood Mission, Agriculture Department will be an addition. | Copy of 'Work order or MoU (financial or non-financial) or Contract' from the client, clearly indicating the scope of work undertaken. |
| The bidder must provide self-attested scanned copies for (i) PAN Card, (ii) Income Tax Returns (ITR) of three assessment years AY 23-24, AY 24-25, and AY 2025-26 (a minimum of last two AYs), (iii) GST Registration Certificate (if available), (iv) Organogram, (v) FCRA certificate (optional) and (vi) CSR-1 registration (vii) Address proof. Note : <ul style="list-style-type: none">• FY – Financial Year• AY Assessment Year | Self-attested copies of- <ol style="list-style-type: none">1) PAN Card.2) 12A/80G certificate.3) GST Registration Certificate (or proof of application for registration thereof).4) Copy of Income Tax Return filed and submitted by the bidder for the three assessment years: AY 2023-24, AY 2024-25 and AY 2025-26 (a minimum of the last two AYs).5) Copy of Organogram.6) Copy of FCRA certificate (optional)7) Copy of CSR-1 registration.8) Utility Bills9) List of top 5 donors |

3. The Technical proposals of all bidders who meet the above eligibility criteria, and basic requirements (i.e. timely submission of bid) will move to the next stage of Bid evaluation.

4. To facilitate evaluation of bids, the Kaivalya Education Foundation may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid submitted. Such clarification(s) shall be provided within the time specified by Kaivalya Education Foundation for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
5. If any bidder does not provide clarifications sought within the prescribed time, Kaivalya Education Foundation may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of Kaivalya Education Foundation.
- 6. The tender (bid) evaluation process to be followed is detailed in Section V.**
7. In case shortlisted bidder denies/ fails to honour the contract, does not provide services within prescribed timeframe, Kaivalya Education Foundation shall be at freedom to negotiate with next best bidder(s) to enter into an agreement with the authority to provide services at the rates offered to shortlisted bidder.

EVALUATION OF TENDERS

1. Scrutiny of Tenders

The tenders will be scrutinized by the technical committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents. The bids, which do not meet the aforesaid requirements are liable to be treated as non-responsive and may be ignored. The decision of Kaivalya Education Foundation as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify on technical bid, will be considered and opened.

2. Infirmary/ non-conformity

Kaivalya Education Foundation may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of Kaivalya Education Foundation as to whether the deviation is material or not, shall be final and binding on the bidders.

3. Discrepancies in Prices

- 3.1 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 3.2 If, as per the judgment of Kaivalya Education Foundation, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by e-mail. If the bidder does not agree to the observation of Kaivalya Education Foundation, the tender is liable to be ignored.

4. EVALUATION PROCESS :

- Evaluation shall be on the basis of Quality and cost-based selection process (QCBS). **Bidder obtaining best Combined Technical and Financial Score (CTFS) shall be selected as the winner of the bid.**
- Bidders must comply with all criteria mentioned under minimum eligibility criterion to qualify for the QCBS evaluation process. Bidders who fail to comply even with one of the above-mentioned criteria under Minimum Eligibility Criterion, Section IV shall be considered disqualified.
- Evaluation Process consists of both technical and commercial evaluation in the form of Quality and Cost based selection as per the example given under. Technical Weightage shall be considered as 70% and Financial weightage as 30% in computing the CTFS : -
- Commercial proposal, Annexure 1 calls for separate quotes for Track 1-4, Sum total of the quotes, including GST shall be considered for computing the Financial score.

Calculation of Combined Technical and Financial Score (CTFS): -

STAGE 1: TECHNICAL BIDS EVALUATION

| Bidder details | Technical Mark Obtained |
|----------------|-------------------------|
| Bidder1 | 90 |
| Bidder2 | 85 |
| Bidder3 | 75 |
| Bidder4 | 55 |

STAGE 2: Conversion of Technical Marks to Technical Score

| Bidder details | Technical Score based on Grading System |
|----------------|---|
| Bidder1 | $(90/90) * (70/100) = 0.70$ |
| Bidder2 | $(85/90) * (70/100) = 0.66$ |
| Bidder3 | $(75/90) * (70/100) = 0.58$ |
| Bidder4 | $(55/90) * (70/100) = 0.43$ |

Calculation basis= (Obtained Technical marks / Highest Technical marks) X (70/100)

*Technical score will be taken up to two digits after decimal only.

STAGE 3: FINANCIAL BID EVALUATION

| Bidder details | Financial Bid Amount |
|----------------|----------------------|
| Bidder1 | 1,30,000 |
| Bidder2 | 1,20,000 |
| Bidder3 | 1,00,000 |
| Bidder4 | 1,25,000 |

Stage 4: Conversion of financial bid amount to score

| Bidder Details | Financial Bid Amount | Financial Score (LFB/F*(30/100)) |
|----------------|----------------------|--|
| Bidder1 | 1,30,000 | $(100000/130000) * (30/100) = \mathbf{0.23}$ |
| Bidder2 | 1,20,000 | $(100000/120000) * (30/100) = \mathbf{0.25}$ |
| Bidder3 | 1,00,000 | $(100000/100000) * (30/100) = \mathbf{0.30}$ |
| Bidder4 | 1,25,000 | $(100000/125000) * (30/100) = \mathbf{0.24}$ |

LFB = Lowest Financial Bid, **F** = Quoted Amount

Consolidated Technical & Financial Score

| Bidder Details | Technical Score | Financial Score |
|----------------|-----------------|-----------------|
| Bidder 1 | 0.70 | 0.23 |
| Bidder 2 | 0.66 | 0.25 |
| Bidder 3 | 0.58 | 0.30 |
| Bidder 4 | 0.43 | 0.24 |

Stage 5: Combined Technical and Financial Score (CTFS) With a weightage of 70:30 is to be adopted.

| Bidder Details | CTFS | Rank of the Bidder |
|----------------|------|--------------------|
| Bidder 1 | 0.93 | H1 |
| Bidder 2 | 0.91 | H2 |
| Bidder 3 | 0.88 | H3 |
| Bidder 4 | 0.67 | H4 |

TECHNICAL EVALUATION MATRIX

| Total: - 100 Marks | | | |
|--------------------|---|---------------|---|
| S.No. | Technical Parameter | Maximum Marks | Documents Required to be submitted |
| 1 | Demonstrated understanding of the local context, culture, and community dynamics, and ability to integrate these into program design and implementation | 30 | 1. Profiling & Organisational Background <ul style="list-style-type: none"> Organisation profile highlighting prior work in the target geography. Brief on organisational staff and their familiarity with local languages, customs, and governance structures. List of partnerships with local institutions, Panchayats, community groups, or CSOs. 2. Evidence from Practice <ul style="list-style-type: none"> Case studies or short write-ups on relevant projects showing adaptation to local context. Documented best practices from the organisation's own work or work they have facilitated locally. Implementation reports with clear references to cultural or community-specific adaptations. 3. Research & Publications <ul style="list-style-type: none"> Studies, surveys, or research publications conducted by the applicant or their partners on the target communities. Data from needs assessments or baseline studies relevant to the geography. 4. References & Endorsements <ul style="list-style-type: none"> Letters of reference or testimonials from local leaders, Panchayat members, or partner organisations attesting to the applicant's community understanding and credibility. |

| | | | |
|---|---|----|--|
| 2 | Relevant experience and past performance | 20 | Self-attested copies of contracts received from clients; Self-attested copy of project completion certificate issued by clients; Annual Reports; |
| 3 | Proposed Methodology to be adopted for scope of work outlined under Section III | 40 | Copy of Presentation/document of Methodology to be adopted |
| 4 | Team Composition | 10 | Self-attested Curriculum Vitae of proposed team to be engaged in execution of the project. |

5. Contacting the Tender Inviting Authority

- 5.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact Kaivalya Education Foundation for any reason relating to its tender, it should do so only in writing.

6. Bid Clarification

- 6.1 To facilitate evaluation of Proposals, Kaivalya Education Foundation may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the Notice Inviting Tender (NIT), Kaivalya Education Foundation reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.
- 6.2 At any point in time during the bidding process, if required by Kaivalya Education Foundation, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the satisfaction of Kaivalya Education Foundation. If no response is received by this date, Kaivalya Education Foundation shall evaluate the offer as per available information. Kaivalya Education Foundation reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

7. Fraud and Corrupt Practices

- 7.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, Kaivalya Education Foundation may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.

8. Award of Contract

- 8.1 Kaivalya Education Foundation reserves the right to accept in part or in full any tender or reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s)
- 8.2 The bidder shall give his acceptance within 5 days of issue of the Agreement in its favour.

TERMS AND CONDITIONS**1. Use of contract documents and information**

- 1.1 The Service Provider shall not, without Kaivalya Education Foundation prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of Kaivalya Education Foundation in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 1.2 Further, the Service Provider shall not, without the Kaivalya Education Foundation prior written consent, make use of any document or information mentioned in sub-clause 1.1 above (Section VI) except for the sole purpose of performing this contract.
- 1.3 Except the contract issued to the Service Provider, each and every other document mentioned in sub-clause 1.1 above (Section VI) shall remain the property of Kaivalya Education Foundation and, if advised by Kaivalya Education Foundation, all copies of all such documents shall be returned to Kaivalya Education Foundation on completion of the Service Provider's performance and obligations under this contract.
- 1.4 Kaivalya Education Foundation shall be empowered to take appropriate legal action against the Service Provider for any breach of information on their part.

2. Payments

The financial bid submitted by the Agency shall remain firm for the entire duration of the contract, **Payment proposal to be submitted by the bidders as a separate Annexure indicating the completion time for each deliverable under scope of work, Section III along with the commercial bid.** However, Kaivalya Education Foundation shall retain the right to negotiate the payment terms with the shortlisted bidder.

The bidder/agency will raise its invoices (*As prescribed under GST Act*) on completion of services or as per the agreed payment terms. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

3. Termination of Contract for unsatisfactory performance

Kaivalya Education Foundation, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the agency/bidder, terminate the contract in whole or in part, if the bidder/agency fails to perform services or for any breach/ violation of any terms as specified in the present contract or any other contractual obligations within the time period specified in the contract.

In the event Kaivalya Education Foundation terminates the contract in whole or in part, Kaivalya Education Foundation may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the bidder/agency shall be liable to Kaivalya Education Foundation for the extra expenditure, if any, incurred by Kaivalya Education Foundation for arranging such services.

4. Termination for Insolvency

If the bidder/agency becomes bankrupt or otherwise insolvent, it will inform to the Kaivalya Education Foundation within 30 days, with written notice to terminate the contract. Kaivalya

Education Foundation reserves the right to terminate, without any compensation, whatsoever, to the bidder/agency.

5. Termination by Mutual Consent

In the event Kaivalya Education Foundation & bidder/agency mutually agrees to the terminate the contract, either party shall give 30 days' written notice to the other party and after the consent of both parties' agreement may be terminated.

6. Force Majeure

If a Force Majeure situation arises, the bidder or agency shall promptly notify Kaivalya Education Foundation in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the bidder or agency in writing, the bidder/agency 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.

In case due to a Force Majeure event the bidder or agency is unable to fulfil its contractual commitment and responsibility, Kaivalya Education Foundation will notify the bidder or agency accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

7. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or facsimile or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

8. Resolution of disputes

Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties

If any further dispute arises between the parties thereupon, the same will be settled as per the existing law of land through the competent court of law under the territorial jurisdiction of **Mumbai only.**

9. Applicable Law

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

10. Other Terms & Conditions

The service provider shall maintain confidentiality of all data shared and shall make adequate arrangements for cyber security on their own cost.

Akshat Shukla
Core Team Member
Kaivalya Education Foundation

COMMERCIAL PROPOSAL AGAINST RFP FOR PANCHAYAT ASSESMENT**Annexure-1**

Date

Name of Vendor

| S.No | Description | Quantity | Total Basic Price without GST | GST Value (Indicate GST %) | Total Price with GST |
|--------------------|-----------------------------------|----------|-------------------------------|-----------------------------|----------------------|
| | | | | | |
| | Personnel costs – Key Experts | | | | |
| | Personnel costs – Non-key Experts | | | | |
| | Travel costs – Key Experts | | | | |
| | Travel costs – Non-key Experts | | | | |
| | Capacity Building costs | | | | |
| | Total Cost for the Project | | | | |
| Total (In Words) : | | Rupees | | | |

