



RFP For Technology Partner

Date: 10<sup>th</sup> September 2025

**Notice inviting tender for selection of technology  
partner for Chatbot Development**

## **NOTICE INVITING TENDER**

1. Kaivalya Education Foundation (KEF) requires the development and deployment of an advanced, AI-powered chatbot to support elected representatives and officials of Panchayati Raj Institutions (PRIs). This tool is a critical component of a larger capacity-building initiative and must serve as a comprehensive, accessible knowledge resource, enabling responsive and informed governance at the grassroots level.

### **2. Kaivalya Education Foundation (KEF)**

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, Kaivalya Education Foundation (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

Kaivalya Education Foundation (KEF) requires the development and deployment of an advanced, AI-powered chatbot to support elected representatives and officials of Panchayati Raj Institutions (PRIs). This tool is a critical component of a larger capacity-building initiative and must serve as a comprehensive, accessible knowledge resource, enabling responsive and informed governance at the grassroots level.

#### Schedule of Events

S. No.	Event Description	Timeline
5.1	Date of publication of RFP	<b>10<sup>th</sup> September 2025</b>
5.2	Deadline to submit questions for pre-bid meeting	<b>12<sup>th</sup> September 2025</b>
5.3	Pre-bid meeting (Date) – ONLINE (details to be shared later)	<b>13<sup>th</sup> September 2025</b>
5.4	Last date & time for submission of online bidding document	<b>18<sup>th</sup> September 2025</b>
5.5	E mail ID to which bids to be submitted	<b>procurement@gandhifellowship.org</b>

5. 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 write to: **procurement@gandhifellowship.org**.

**On behalf of Kaivalya Education Foundation**

**Akshat Shukla**  
**Sr. 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 Email 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.

#### **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 **6<sup>th</sup> September 2025** to the email id – **along with the list of questions** - given below for their inclusion in the virtual pre-bid meeting.

<b>E mail ID for inclusion – along with list of questions - in pre-bid meeting</b>	<a href="mailto:procurement@gandhifellowship.org">procurement@gandhifellowship.org</a>
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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.**

## **1. Background**

Kaivalya Education Foundation (KEF) requires the development and deployment of an advanced, AI-powered chatbot to support elected representatives and officials of Panchayati Raj Institutions (PRIs). This tool is a critical component of a larger capacity-building initiative and must serve as a comprehensive, accessible knowledge resource, enabling responsive and informed governance at the grassroots level.

## **2.0 Mandatory Technical Requirements**

Proposed solutions must demonstrate capability and provide a detailed plan for:

### **2.1 Multilingual Support:**

- The chatbot must operate seamlessly in **six (6) languages**: English, Hindi, Odia, Gujarati, Assamese, and Telugu.
- The interface, user queries, and responses must be fully supported in all six languages.
- Bidders must detail their approach to Natural Language Processing (NLP) and model training for each specified regional language.

### **2.2 Knowledge Base Integration & Content:**

- Develop a mechanism to ingest, process, and structure information from a predefined set of official documents, including but not limited to:
  - Panchayat Acts and Rules from all state governments and Union Territories.
  - Relevant resources from the Ministry of Panchayati Raj, State Rural Development Departments, Ministry of Health and Family Welfare, and other pertinent central ministries.
  - Training materials and FAQs generated under this project.
- The chatbot must provide accurate, citation-supported answers. **Where multiple source documents provide an answer to a query, the chatbot must display all relevant citations.**

### **2.3 Core Functional Requirements:**

- **Query Resolution:** Accurately answer questions on governance, schemes, entitlements, best practices, and procedural guidelines.
- **Resource Recommendation:** Suggest relevant training modules, courses, and resources from the integrated e-learning platform based on user queries and roles.
- **User Profiling & Personalization:** Tailor interactions and recommendations based on the user's role (e.g., Sarpanch, Ward Member), state, and past queries.
- **24/7 Availability:** Operate on a stable, cloud-based infrastructure with 99.5% uptime.

### **2.4 Integration & Compatibility:**

- The chatbot must be accessible via a **mobile-first responsive web interface** and integrated within the proposed mobile application (detailed in a separate SoW).
- It must have **API-based integration capabilities** with the CBC's **iGOT-Karmayogi platform** for user authentication and potential data exchange. The bidder must provide a

detailed transition plan for the full migration of the chatbot's backend and data to CBC/Karmayogi Bharat servers upon project completion.

## 2.5 Scalability and Performance:

- The architecture must be designed to support an initial pilot user base of **800+ concurrent users** with the capability to scale seamlessly to support tens of thousands of users across India in the future.
- Response time for queries must be under **3 seconds** for 95% of requests under standard load conditions.

## 3.0 Development and Deployment Deliverables

The successful bidder will be responsible for the following deliverables:

Deliverable	Description	Timeline (From Contract Signing)
<b>D1: Inception Report &amp; Architecture Plan</b>	Detailed plan including tech stack, data ingestion methodology, NLP model training approach, and integration strategy.	T0+1 month
<b>D2: Prototype &amp; Core NLP Model</b>	A working prototype for one language (English) demonstrating core functionality and UI/UX for review and feedback.	T0+2 months
<b>D3: Multilingual Model Deployment</b>	Fully functional chatbot with all six languages integrated and trained on the initial knowledge base.	T0+4 months
<b>D4: Pilot Testing Report</b>	Comprehensive report from User Acceptance Testing (UAT) conducted with PRI members in the four pilot states, including feedback and refinement logs.	T0+6 months
<b>D5: Final Deployment &amp; Integration</b>	Fully deployed, optimized, and integrated chatbot on production servers. Complete documentation, including API documentation and source code.	T0+9 months
<b>D6: Transition Plan</b>	A detailed technical plan for the complete handover, migration, and knowledge transfer to CBC/Karmayogi Bharat IT teams.	T0+12 months

## 4.0 Compliance and Standards

- **Data Privacy & Security:** The solution must comply with India's Digital Personal Data Protection Act (DPDPA), 2023. All data must be hosted on servers within India.

- **Accessibility:** The interface should adhere to WCAG 2.1 guidelines to ensure accessibility for users with disabilities.
- **Open Source Preference:** Use of open-source technologies and frameworks is strongly preferred. All custom-developed code must be provided to CBC under a perpetual, royalty-free license.

**IP Ownership:** As per GCC Clause 27, all reports, data, software, and algorithms developed under this contract will become the sole property of the Capacity Building Commission.



## **MINIMUM ELIGIBILITY CRITERIA**

## **SECTION IV**

1. This invitation is open to all organizations registered under Companies Act 1956/2013 or a Partnership Firm under Partnership act 1932, Limited Liability Partnership Firm under LLP act 2008/2013 who fulfil the eligibility & qualification criteria specified hereunder. (The bidder cannot be an individual or a group of individuals & consortium is not allowed).
2. The eligibility criteria and Supporting Documents to be submitted by the bidders are as follows:

<b>Eligibility Criterion for Bidders</b>	<b>Mandatory documents to be submitted</b>
The bidder should be registered under Companies Act 1956/2013 or a Partnership Firm under Partnership act 1932, Limited Liability Partnership Firm under LLP act 2008/2013	<b>For company/ LLP</b> – Self Attested Copy of the certificate of incorporation issued by the Registrar of Companies (RoC) under Companies Act 1956/2013; <b>For Partnership Firm</b> – Self Attested copy of Partnership Deed
Turnover: The bidder must have an average annual Turnover of Rs 1 Crore in the three financial years FY 2021-22, 2022-23, 2023-24 (or at least in the latest financial year).	<ul style="list-style-type: none"><li>• Statement of Profit &amp; loss account - FY 2021-22, FY 2022-23, 2023-24 (or at least for the latest financial year).</li></ul>
<b>Experience/ Submission Requirements:</b> <ul style="list-style-type: none"><li>➤ Technical Approach<sup>1</sup>.</li><li>➤ Team Composition<sup>2</sup>.</li><li>➤ Portfolio<sup>3</sup>.</li><li>➤ Work Plan<sup>4</sup>.</li><li>➤ Commercial Quote<sup>5</sup>.</li></ul>	<ul style="list-style-type: none"><li>➤ <sup>1</sup>A detailed methodology for achieving the mandatory requirements.</li><li>➤ <sup>2</sup>CVs of key AI/NLP engineers, data scientists, and regional language experts.</li><li>➤ <sup>3</sup>Examples of previous chatbot or AI projects, especially those involving multilingual support and government projects.</li><li>➤ <sup>4</sup>A detailed timeline aligned with the deliverables table.</li><li>➤ <sup>5</sup>A fixed-price quote for the complete scope, segregated by development, deployment, and annual maintenance (if applicable).</li></ul>
The bidder must provide self-attested scanned copies for (i) PAN Card, (ii) Income Tax Returns (ITR) of three assessment years AY 22-23, AY 23-24, and AY 2024-25 (a minimum of last AY) and (iii) GST Registration Certificate.  Note : <ul style="list-style-type: none"><li>• FY – Financial Year</li><li>• AY Assessment Year</li></ul>	Self-attested copies of <ol style="list-style-type: none"><li>1) PAN Card</li><li>2) GST Registration Certificate</li><li>3) Copy of Income Tax Return filed and submitted by the bidder for three assessment years AY 2022-23, AY 2023-24 and AY 2024-25 (a minimum of last AY)</li></ol>

3. The Technical proposals of all bidders which 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	$(100000/130000) * (30/100) = 0.23$
Bidder2	1,20,000	$(100000/120000) * (30/100) = 0.25$
Bidder3	1,00,000	$(100000/100000) * (30/100) = 0.30$
Bidder4	1,25,000	$(100000/125000) * (30/100) = 0.24$

**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	0.43	0.30
Bidder 4	0.58	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	0.73	H4
Bidder 4	0.82	H3

**TECHNICAL EVALUATION MATRIX**

Total: - 100 Marks			
S.No.	Technical Parameter	Maximum Marks	Documents Required to be submitted
1	Experience of the proposer agency relevant to the proposed scope of work and mentioned areas	<b>20</b> <ul style="list-style-type: none"> <li>• Execution of one previous contract having similar scope of work -No Marks,</li> <li>• 2-3 executed contracts of similar scope of work-10 Marks,</li> <li>• More than 3 executed contracts of similar scope of work -20 Marks)</li> </ul>	Self-attested copies of contracts received from clients.
2	Demonstrated ability to work with large nonprofits	<b>20</b>	Self-attested copy of purchase orders/project completion certificate issued by Non-Profit organization.
3	Team Composition	<b>15</b>	Self-attested Curriculum Vitae of proposed team to be engaged in execution of the project.
4	Proposed Methodology to be adopted for each scope of deliverable (Deliverable 1,2,3,4,5 & 6) outlined under Section III	<b>45</b>	Copy of Presentation of Methodology to be adopted

## **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. Confidentiality Obligation**

Since the CHATBOT to be developed will capture personal data also, the service provider will be required to enter into a Non-Disclosure Agreement along with all the users to use such information for the sole purpose of fulfilling obligations under this project.

**3. 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 (Deliverable 1-6) 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, which shall be commensurate with the table mentioned hereinunder-

<b>Invoice No.</b>	<b>Total Price (without GST)</b>	<b>GST %</b>
1.	10% of the total Quote for the project (as mentioned in Annexure-1)	As applicable
2.	15% of the total Quote for the project (as mentioned in Annexure-1)	As applicable
3.	15% of the total Quote for the project (as mentioned in Annexure-1)	As applicable
4.	10% of the total Quote for the project (as mentioned in Annexure-1)	As applicable

5.	20% of the total Quote for the project (as mentioned in Annexure-1)	As applicable
6.	20% of the total Quote for the project (as mentioned in Annexure-1)	As applicable

The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

#### **4. Performance Security**

An amount equivalent to 10% of the total project quote shall be retained as security for the performance guarantee. The final payment shall be disbursed after 6 months from the completion of the last deliverable as mentioned in Clause-3 of Section-III (SoW) above. If the contracted party exits mid-way, or the delivered package is found to be below the acceptable quality standards or develops irreparable glitches during the SIX MONTH PERIOD, this performance security shall stand forfeited.

#### **5. Warranty Clause**

The Partner warrants that the Product/Service/Work to be delivered under this proposal shall conform to the performance requirements as set forth in Clause-3 of Section-III (SoW) above and shall operate reliably under normal conditions for a period of 6 months from the date of acceptance. If the Product/Service/Work fails to meet the specified performance standards during the warranty period, the Contractor shall, at its own expense and within a reasonable time, repair, replace, or re-perform the deficient work to meet the agreed standards.

#### **6. 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.

#### **7. 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.

#### **8. Termination by Mutual Consent**

In the event Kaivalya Education Foundation & bidder/agency mutually agrees to 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.



## **9. 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.

## **10. 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.

## **11. 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.**

## **12. Applicable Law**

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

## **13. 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**  
**Sr. Core Team Member**  
**Kaivalya Education Foundation**

**COMMERCIAL PROPOSAL AGAINST RFP FOR ONBOARDING TECHNOLOGY PARTNER****Annexure-1**

Date:

Name of Vendor:

S.No.	Description	Man Hours	Rate	Total Price (without GST)	GST (indicate GST % also)	Total Quote (including GST)
1.	Deliverable 1	Xxxx	Xx	Xx	Xx (xx%)	Xx
2.	Deliverable 2	Xxxx	Xx	Xx	Xx (xx%)	Xx
3.	Deliverable 3	Xxxx	Xx	Xx	Xx (xx%)	Xx
4.	Deliverable 4	Xxxx	Xx	Xx	Xx (xx%)	Xx
5.	Deliverable 5	Xxxx	Xx	Xx	Xx (xx%)	Xx
6.	Deliverable 6	Xxxx	Xx	Xx	Xx (xx%)	Xx
<b>Total quote for the project-</b>						
<b>Total quote in words-</b>						

**Other Details-**

Bid Validity Period	30 days
Payment Terms & Completion Time	Please submit a separate Word document indicating payment terms & completion time.
Contact Person Name	
Contact Number	
E-mail ID	

Company Seal and Signature