

Rajasthan Knowledge Corporation Limited

**Request for Proposal (RFP)
For
Procurement & Installation of SSL Certificate**

Tender No.: RKCL/PROC/TECH/SSL/57 dated 02/12/2016

Rajasthan Knowledge Corporation Limited
7-A, Jhalana Institutional Area, Behind RTO,
Jaipur, Rajasthan – 302004
Website: www.rkcl.in

Price of the document: Rs 200/-

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1 Introduction and Disclaimers

1.1 Purpose of RFP

The purpose of RFP is to procure and install SSL certificate from trusted vendors for our website <http://myrkcl.com>.

1.2 Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with RKCL. Neither RKCL nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither RKCL nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, RKCL and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of RKCL or any of its officers, employees, contractors, agents, or advisers.

1.4 Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by RKCL, will be borne entirely and exclusively by the Respondent.

1.5 No Legal Relationship

No binding legal relationship will exist between any of the Respondents and RKCL until execution of a contractual agreement.

1.6 Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.7 Evaluation of Offers

Each Recipient acknowledges and accepts that RKCL may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s). The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

1.8 Errors and Omissions

Each Recipient should notify RKCL of any error, omission, or discrepancy found in this RFP document.

1.9 Acceptance of Terms

A Recipient will, by responding to RKCL for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.

1.10 Requests for Proposal

Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person:

Position : Technical Head
Email : nareshk@rkcl.in

RKCL may, in its absolute discretion, seek additional information or material from any of the Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

If RKCL, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then RKCL reserves the right to communicate such response to all Respondents.

RKCL may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

1.11 Notification

RKCL will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RFP. RKCL is not obliged to provide any reasons for any such acceptance or rejection.

2 Terms of Reference

2.1 Tender Objective

RKCL has recently launched a portal for its network myrkcl.com. This portal is being used by our channel partners for carrying out admissions, enrollment, payment and all necessary reporting requirements. The website does contain some sensitive details about learners and also payments get processed. Looking at the criticality of data, it is recommended to use SSL certificate as it will help protect our customers, help protect RKCL, and help RKCL gain customers trust.

The purpose behind issuing this RFP is to invite technical and financial bids from the eligible bidders and selection of bidder(s) for the above purpose. The selection process consists of Technical Evaluation and Financial Evaluation.

2.2 Scope of Work

The scope of work including following activities:

- Purchase SSL Certificate
- Extended Validation SSL
- Should Contains organization details
- 2048 bit future proof SSL Certificates
- A single certificate secures both www.domain.com and domain.com
- Should work Universally with main browsers, mobile phones and devices
- Unlimited Server Licensing
- Reissue as many times as needed during the validity period
- Clickable Secure Site Seal
- Underwritten \$1.5 million warranty
- SSL page load acceleration for enhanced website performance
- SSL Configuration Checker
- SHA-256 signed certificates
- While visiting site the address bar should turns green and organization name should be displayed in the browser interface
- Local support in Jaipur with registered office
- CSR Certificate generation from Hosted Server
- Code signing certificate
- Complete end to end certificate installation and deploy on domain
- 24/7 Support with Installation support
- Malware and Vulnerability check

Terms & Conditions

- Service provider shall provide the necessary arrangements/ infrastructure thereto to ensure the successful operation of the service.
- Service Provider will guarantee confidentiality of data. The data being shared by RKCL will be strictly confidential and will not be shared for unauthorized purpose.
- The vendor will provide all necessary support in case this SSL is moved to different hosting provider and help RKCL in required transfers.

Pre-Requisites (Eligibility Criteria)

- 1) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	A Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956/2013 OR A partnership firm registered under Indian Partnership Act, 1932. OR LLP (Limited Liability Partnership)	- Copy of valid Registration Certificates - Copy of Certificates of incorporation - Copy of Registered Partnership deed - Copy of LLP Agreement
2	Experience	Should have done this kind of work with at least 2 clients.	Copy of PO / Work Order / Invoice
3	Certifications	The bidder must possess at the time of bidding, a valid ISO 9001:2008 and ITSM 20000 Certifications.	Copy of a valid certificates
4	Mandatory Undertaking	Bidder should:- a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) Not have, himself and their	A Self Certified letter as per Annexure-II: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>directors/partners and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p> <p>e) Should not have been blacklisted by any State Government/ Central Government / PSU/ Corporation /Company / Institution in last 3 years</p>	

Contract Duration

RKCL intends to procure SSL certificate for **2 years** hence the vendor needs to provide support to RKCL for 2 years. This can be further extend for one more year with mutual consent.

2.3 Tender Methodology

- a) The tender methodology proposed to be adopted by RKCL would be “Single Bid System-Two Envelope” i.e., Techno-commercial Bid.
- b) RKCL would enter into contract with the bidder who is Technically Qualified and is determined as Lowest Financial Bid [L1]. L1 would be based on total cost quoted.

2.4 Schedule of Events

1	Purpose of RFP	Procurement & Installation of SSL Certificate
2	Tender No. & Date of Issue	RKCL/PROC/TECH/SSL/57 dated 02/02/2016
3	Cost of Tender/RFP	Rs 200/- only (to be paid in Cash or via DD at RKCL office)

4	Estimated Value of Contract for two year	Rs.95,000 /- (Rs Ninety Five Thousand Only.)		
5	Earnest Money Deposit (EMD)	Rs 1,900/-		
6	EMD format	DD or Bankers Cheque in the name of “RKCL” payable at par		
7	Last Date for Bid Submission	12 th December, 2016 at 12 Noon		
8	Address for Submission of Bids	The Managing Director Rajasthan Knowledge Corporation Limited 7-A, Jhalana Institutional Area, Behind RTO, Jaipur, Rajasthan Pin – 302004		
9	Bid Validity	Proposals shall remain valid 90 days from the date of bid submission		
10	Date of Opening Bid	12 th December, 2016 at 12.30 Noon		
11	Venue for Bid Opening	RKCL, Jaipur office situated at 7-A, Jhalana Institutional Area, Behind R.T.O., Jaipur		
12	Method of Procurement and Selection Criteria	Open Competitive bidding process and Selection on the basis of Least Cost (L-1)		
13	Contact Details	For any inquiry		
		<i>Name</i>	<i>Designation</i>	<i>Contact No</i>
		Naresh Kumawat	Technical Head RKCL	0141 - 5159700 nareshk@rkcl.in

Deposit the Bidding form fee of RS 200/-in cash or through DD or bankers Cheque in favor of “RKCL”. The prospective bidders shall download the bidding document from the State Public Procurement portal i.e. sppp.rajasthan.gov.in or RKCL website i.e. www.rkcl.in and pay its price before submitting the filled up bidding document and attached the copy of receipt of such bidding form fee with bidding documents.

3 Instruction to Bidders.

3.1 Evaluation Methodology

a) Clarification of bids

During evaluation of Bids, the RKCL, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

b) Technical & Financial Evaluation

RKCL may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a

waiving, does not prejudice or affect the relative ranking of any bidder
RKCL will award the contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the **Lowest Financial bid (L1)**. L1 would be based on total cost quoted.

The financial bid shall be submitted in defined format which is annexure at **Annexure- I**

4 General Terms and Conditions

4.1 Price

- a) Prices quoted by the bidders should exclude taxes, service tax, duties, levies, but include transportation costs, and standard warranty.
- b) Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation or change in the duty/tax structure, changes in costs related to the materials and labor or other components or for any other reason.
- c) Octroi/ Entry Tax, if any would not be paid by RKCL.
- d) No other cost whatsoever will be paid by RKCL.
- e) Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the RKCL all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the entire contract period.
- f) The prices quoted shall be valid for a minimum period of three Months from the last date for submission of offers.
- g) The element of Rajasthan VAT (if any) shall be excluded from the rates quoted by the firm of Rajasthan and the element of CST (if any) shall be included in the rates of firms from outside Rajasthan for evaluation purpose.
- h) Lack of Competition- In case of there is only one responsive bid, the Committee may consider it valid if the bid is technically qualified, the price quoted by the bidder is assessed to be reasonable , the bid is unconditional and complete in all respect and there are no obvious indicators of cartelization amongst bidders .
- i) The bidder should not have a conflict of Interest in the procurement.
- j) The bidder shall submit a Performance Security of 5% of the value of Contract within 7 days of release of P O the PBG can be submitted either in the form of DD or Bank Guarantee in attached format at **Annexure IV** .The PBG Shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder including warranty obligations and maintenance and defect liability period,
- k) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto the later shall prevail.

4.2 Payment Term

- a) 100% Payment shall be released within maximum 30 days from date of delivery of goods/Services satisfactorily. The payment will be subject to deduction on A/c of LD, TDS or any other statutory deductions as per prevailing laws
- b) **Payment would be made electronically through RTGS/ NEFT.**
- c) **vendor should submit cancelled cheque in original with bidding documents or inform his Bank A/c details Refer Annexure- III**

4.3 Right to vary Quantity

- a) RKCL reserve the right not to procure or procure less than the quantity specified in the bidding document due to change in the circumstances, the bidder shall not be entitled for any claim or compensation .
- b) Repeat order for extra quantity (Maximum 50% of the contract) may be placed on the rates and conditions specified on the contract

4.4 Dividing quantity among more than one bidder at the time of award

If the quantity of subject matter is seems to be large RKCL may divide the order between bidders, whose bid is accepted and the second lowest bidder or even more bidders in that order in a fair and transparent manner at the rates of the bidder whose bid is accepted.

4.5 Arbitration

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Jaipur, India only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.6 Execution of the Agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 7 days from the date of the work order or letter of intent is dispatched to the successful bidder.

- c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security (if require to be submitted) within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or may award the contract to next successful bidder or may cancel the bid.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only. (Copy of the agreement shall be provided after award of the Contract by RKCL)

4.7 Appeals

If any bidder or prospective bidder is aggrieved by any decision, action or omission of the procuring entity is in contravention to the provision of the RTPP Act or the rules or guidelines issued thereunder, may file first appeal to under name No other document or letter or mail shall be acceptable in place of Appeal.

First Appellate Authority

Managing Director,
Rajasthan Knowledge Corporation Limited
7-A, Jhalana Institutional Area, Behind RTO, Jaipur -302004

Second Appellate Authority

Chairman of the Company
Rajasthan Knowledge Corporation Limited
7-A, Jhalana Institutional Area, Behind RTO, Jaipur -302004

4.8 Procuring entity's right to accept or reject Bid

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

Annexure-I: Financial Bid
SSL Certificate

S. No.	Description	Total Price (In Rs. Excluding Taxes)
1	Procurement, Installation and end to end services to setup an SSL certificate	

Note:

- The price will be excluding service tax / taxes.

Date

Signature of Authorized Signatory

Place

Name of the Authorized Signatory

Designation

Name of the Organization

Seal

Annexure II -Self-Declaration
{To be filled by the bidder}

To,
Procuring entity,
Rajasthan Knowledge Corporation Limited
7-A Jhalana Institutional Area
Behind RTO Jaipur

In response to the NIB Ref. No. -----Dated for ----- as
an Owner/ Partner/ Director/ Auth. Sign. Of -----

, I/ We hereby declare that presently our Company/ Firm , at the time of bidding: -

- a) Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) Is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) Do not have any previous transgressions with any entity in India or any other country during the last three years
- e) Have not have been blacklisted by any State Government / Central Government / PSU/ Corporation /Company / Institution/Govt. schemes in last 3 years including current year .
- f) Is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) Do not have, and our Partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) Do not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) Will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by RKCL, my/ our security (if submitted) may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Date:

Seal of the Organization: -

Place:

Annexure–III: Details of Cancelled Cheque

Please attached in original 1 Cancelled Cheque clearly showcasing:-

1. Bank Account Number
2. Bank Name
3. Bank Branch
4. IFSC/MICR Code



Sample Cancelled Cheque

Annexure-IV: Draft Bank Guarantee Format
For Performance Guarantee (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Managing Director,
Rajasthan Knowledge Corporation Limited
7-A Jhalana Institutional Area, Behind RTO
Jaipur-302004 (Raj).

1. In consideration of the Rajasthan Knowledge Corporation Limited (hereinafter called "RKCL") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Order No.....datedmade between the RKCL and(Vendor) for the Supply of Security Deposit for the due fulfilment by the said Vendor (s) of the terms and conditions contained in the said order, on production of a Bank Guarantee for Rs.....(Rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofVendor(s) do hereby undertake to pay to the RKCL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RKCL. Any such demand made on the bank by the RKCL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RKCL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RKCL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the RKCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the EMD/performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RKCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RKCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We(indicate the name of Bank) further agree with the RKCL that the RKCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said work order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RKCL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said work order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RKCL or any indulgence by the RKCL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of..... (Indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We..... (Indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RKCL in writing.

8. This EMD/performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RKCL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).

9. It shall not be necessary for the RKCL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RKCL may have obtained or obtain from the contractor.

10. We..... (Indicate the name of Bank) verify that we have a branch at Jaipur, Rajasthan. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur, Rajasthan. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/ constitution of our bank and the undersigned is/ are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature
(Name & Designation)
Bank's Seal

The above EMD/performance Guarantee is accepted by the RKCL

For and on behalf of the RKCL
Signature (Name)