

Notice Inviting Tender
For
Knowledge Partner
to
Provide Technology Support
(as part of allied services at NTSC Chennai)

**NATIONAL SMALL INDUSTRIES CORP. LTD. (NSIC),
NSIC- TECHNICAL SERVICES CENTRE(NTSC),
GOVERNMENT OF INDIA ENTERPRISE,
SECTOR B-24, GUINDY INDUSTRIAL ESTATE,
EKKADUTHANGAL,
CHENNAI – 600032.**

TEL NO. 044-22252335/6

EMAIL: ntscche@nsic.co.in WEBSITE: www.nsic.co.in

TENDER FEE: ₹590/-

Date for Pre Bid Meet :12-12-2018 4.00 PM

Last date of submission :18-12-2018 3.00 PM

Date of Tender Opening :18-12-2018 5.00 PM

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SECTION 1

NSIC-TECHNICAL SERVICES CENTRE,
THE NATIONAL SMALL INDUSTRIES CORP. LTD.
(A Govt. of India Enterprise)

B-24. Guindy Industrial Estate, Ekkaduthangal, Chennai – 600032.
Tel No. 044-22252335/6 Email: ntscche@nsic.co.in Website: www.nsic.co.in

Tender Notice No:NTSC(C)/ MECH/KP/011/2018

Dated:-04/12/2018

TENDER NOTICE

Separate sealed tender with 60 days validity from the date of opening of tenders are invited by National Small Industries Corporation Ltd, NSIC – TECHNICAL SERVICES CENTRE, B-24 Guindy Industrial Estate, Ekkaduthangal, Chennai – 600032, from experienced and eligible agencies for “ **Knowledge Partner to Provide Technology Support in developing innovative products/projects with emphasis on Rural technologies for the benefits of MSME in all or part of the given field of CNC/CIM/ROBOTICS/UAV/CAD CAM CAE/AI/Machine Learning / Industrial Automation at NTSC, Chennai and to conduct skill training courses, Seminars, Workshops on the latest related topics** as part of Allied Services for NSIC TECHNICAL SERVICES CENTRE”, at its premises, under two bid systems – Technical Bid as well as Price Bid.

1. The Tender documents for the above services shall be issued from 05/12/2018 to 18/12/2018 (up to 1.00 P.M.) on all working days from the address given above on payment of tender fee of Rs.590/- (non-refundable) by way of
 - a. NEFT to the Current Account of National Small Industries Corporation Ltd, at Punjab National Bank, New No.3 Rajarajan St, Ekkaduthangal, Chennai 600032, (Branch Code- 657000, Current Account No:6570 0021 0000 4827, IFSC Code-PUNB0657000, MICR Code-600024058), OR, POS machine at Accounts Department , NSIC Technical Services Centre, Chennai.
(MSME Units registered with NSIC under SPRS are exempted from payment of tender fee.)
2. The intending tenderers can also download complete tender documents from NSIC website www.nsic.co.in and can submit the same along with required tender cost.
3. Pre-bid meet will be held at our Centre on **12/12/2018 at 4.00 P.M.** All interested tenderers are invited to attend the same.
4. The sealed Technical Bid cover as well as sealed Price bid cover, complete in all respects, put together into a big cover closed and sealed should reach our office, at the above address latest by **3.00 P.M. on 18/12/2018**
5. Technical bid will be opened on **18/12/2018 at 5.00 P.M.** at our Office in the presence of the representatives of Tenderers. Price bids of the technically qualified Tenderers only

will be opened.

6. The sealed envelopes must be superscribed with “***Knowledge Partner to Provide Technology Support in CNC/CIM/ROBOTICS/UAV/CAD CAM CAE/AI/Machine Learning / Industrial Automation (Strike out the not applicable areas) & to conduct skill training courses, Seminars, Workshops on the latest related topics*** for NSIC TECHNICAL SERVICES CENTRE” at NSIC-TECHNICAL SERVICES CENTRE, Sector–B, 24, Guindy Industrial Estate, Ekkaduthangal, Chennai-600032.
7. The Tender issuing authority reserves the right to reject any or all the tenders without assigning any reason thereof and also not bound to accept the lowest tender. Tender of whom any of the prescribed conditions are found incomplete in any respect is liable to be rejected.
8. Tenderer shall have Office or Training & Fabrication/Production facility in Chennai.

Chief General Manager

SECTION 2
THE NATIONAL SMALL INDUSTRIES CORP. LTD.
NSIC-TECHNICAL SERVICES CENTRE,
(A Govt. of India Enterprise)

Sector B-24. Guindy Industrial Estate, Ekkaduthangal, Chennai – 600032.
Tel No. 044-22252335/6 Email: ntscche@nsic.co.in Website: www.nsic.co.in

Tender Notice No: NTSC(C)/Mech/KP/011/2018

Dated: 04/12/2018

Letter inviting bidders

M/s.-----

1. Sub:- Tender for ““ Knowledge Partner to Provide Technology Support in developing innovative projects with emphasis on Rural technologies for the benefits of MSME **in all or part of the given field** of CNC/CIM/ROBOTICS/UAV/CAD CAM CAE/AI/Machine Learning / Industrial Automation at NTSC, Chennai and to conduct skill training courses, Seminars, Workshops on the latest related topics for NSIC TECHNICAL SERVICES CENTRE” at NSIC-TECHNICAL SERVICES CENTRE, Sector–B, 24, Guindy Industrial Estate, Ekkaduthangal, Chennai-600032.” –reg.

Sealed tenders are invited under two bids (Technical & Price) system for the above-mentioned work proposed to be awarded to the most suitable bidder qualifying the tender terms and conditions. The terms and conditions of the tender are enclosed herewith for your kind perusal and information.

The sealed Tender covers should be clearly super scribed as “ Knowledge Partner to Provide Technology Support in developing innovative projects with emphasis on Rural technologies for the benefits of MSME **in all or part of the given field** of **CNC/CIM/ROBOTICS/UAV/CAD CAM CAE/AI/Machine Learning / Industrial Automation** at NTSC, Chennai and to conduct skill training courses, Seminars, Workshops on the latest related topics for NSIC TECHNICAL SERVICES CENTRE” at NSIC-TECHNICAL SERVICES CENTRE, Sector–B, 24, Guindy Industrial Estate, Ekkaduthangal, Chennai-600032.

The tender must reach us at the above address on or before **18/12/2018 upto 3.00p.m.** in sealed envelope as above.

The Tenderer may be a Proprietorship, Partnership or Firm (Public or Private) and shall sign with seal on all pages of the Tender Document. In case of the Tenderer nominating an Authorized Signatory on behalf of the Tenderer, the tender shall be accompanied by a certified copy of the power of attorney on a non-judicial stamp paper of requisite value duly executed in favour of the Authorized Signatory, by the bidder and must state specifically that he/she has authority to sign such tenders for and on behalf of other person or firm. NTSC Chennai reserves the right to accept or reject any offer, without assigning any reasons thereof.

Thanking you,

Yours faithfully,
Chief General Manager

SECTION 3

GENERAL INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1. "Corporation" or "NTSC" shall mean the NSIC Technical Services Centre (NTSC), Sector B-24 Guindy Industrial Estate Ekkaduthangal Chennai-600032 and shall include their legal representatives, successors and permitted assignees.
- 1.2. "External Agency" means the firm (proprietorship, partnership, company (public or private)) who is competent to provide the technical support.
- 1.3. "Competent Authority" means CGM, NTSC Chennai and his/her successors.
- 1.4. "Officer-in-charge" shall mean the officer of NSIC Technical Services Centre, Chennai not below the level of Deputy Manager, designated by "Competent Authority" as the case maybe, who shall supervise and be in-charge of such works.
- 1.5. "Technical Support" shall mean all activities as defined in the section "Scope of Work".

2. ELIGIBILITY OF BIDDERS

- 2.1. Tenderer should have minimum of 5 years experience in the field of providing technical support for conducting students engineering projects.
- 2.2. Tenderer should have MoUs with a minimum of **three (3)** colleges at least, for providing technical support.
- 2.3. Tenderer should have provided similar technical support for at least **three (3)** clients in Industries /Institutions as mentioned in clause 2.1.
- 2.4. Tenderer should have annual turnover above ₹ 5.00 lacs.
- 2.5. Tenderer should have own manufacturing or Fabrication unit for project kits in Chennai.
- 2.6. Tenderer shall have an Office, Training & Production facility in Chennai.
- 2.7. Tenderer shall not have any Near Relative working as an employee of NTSC, Chennai and shall submit a certificate vide Section 9.

3. SUBMISSION OF BIDS

- 3.1. The tender complete in all respects shall be submitted along with Tender Fee as stipulated in the Tender Notice. Tenders without the same will be out rightly rejected.
- 3.2. Tenders shall be submitted in two separate sealed envelopes in the following manner:

ENVELOPE – I (TECHNICAL BID)

Name of the Tender :
Tender Ref no. :
Due date & time of opening :
Addressed to : The Chief General Manager,
NSIC Technical Services Centre,
Sector B-24, Guindy Industrial Estate,
Ekkaduthangal, Chennai-600032

From:
Name & address
of the Tenderer :

ENVELOPE – II (PRICE BID)

Name of the Tender:
Tender No. :
Addressed to : Chief General Manager,
NSIC Technical Services Centre,
Sector B-24, Guindy Industrial Estate,
Ekkaduthangal, Chennai-32

From:
Name & address
of the Tenderer :

- 3.3. The sealed Technical Bid cover as well as sealed Price bid cover, complete in all respects, put together into a big cover closed and sealed should reach our office, at the above address latest by **3.00 P.M. on 18/12/2018**
- 3.4. All the pages of the tender, including its Annexures shall be serially numbered, on both sides of the sheets, signed at the end of each page and the total number of pages mentioned in the respective covering letter.
- 3.5. Tender documents shall invariably be signed and dated by the Tenderer or his/her duly authorized representative and shall be responsible for the satisfactory completion of the MoU. In case of authorized signatory he/she shall indicate the capacity in which he/she is signing the tender, and enclose the proof in the form of certified copy of the power of attorney on a non-judicial stamp paper of requisite value duly executed in favour of the Authorized Signatory by the bidder.
- 3.6. The "Technical bid" and "Price bid" shall be submitted in the format given above and shall contain the documents as per clause 3.7 and 3.8 of Section 3.
- 3.7. The **Technical Bid Sealed Envelope** shall contain the following documents:
 - 3.7.1. Receipt from Accounts Department of NSIC-TSC or UTR Number as Tender Fee payment vide Clause 1 of Tender Notice.
 - 3.7.2. Compliance Undertaking and Declaration vide Section 7 Clause 1.
 - 3.7.3. No Near Relationship certificate vide Section 9
 - 3.7.4. Tender Document Signed on all pages by Tenderer or Authorized Signatory.
 - 3.7.5. Registration details of the company /UAN.
 - 3.7.6. Company Profile with turn over details.

- 3.7.7. Self attested copy of PAN card.
- 3.7.8. Self attested copy of GST registration certificate.
- 3.7.9. Proof for at least 2 to 3 years experience in carrying out the similar types of work at colleges / Industries / Institutions/ Government organizations
- 3.7.10. List of Qualified and Experienced faculties with experience duration are to be specified.
- 3.7.11. Copies of MoUs with minimum 3 colleges.
- 3.7.12. Proof of having expertise in the quoted field (by establishment of centre of excellence/ labs/Workshops at colleges / Industries / Institutions/ Government organizations and developed a few projects).
- 3.7.13. The Power of attorney for the Authorized Signatory on non-judicial stamp paper.
- 3.7.14. Self attested copies of Audited balance sheet, P&L statement.
- 3.7.15. Copy of NSIC Registration Certificate should be submitted for seeking exemption from payment of Tender fees'.

3.8. The **Price Bid Sealed Envelope** shall contain the following documents:

- 3.8.1. Bid Proforma vide Section 6 Clause 1.
- 3.8.2. Price Schedule vide Section 6 Clause 2.

3.9.1 Bidders are instructed to visit NTSC and get themselves familiarize with existing facilities available at NTSC premises. Seek clarification and get themselves satisfied prior to submission of bid documents.

4. **PRE-BID MEETING**

- 4.1. A Pre-Bid meeting shall be conducted on **12/12/2018 4.00 p.m** to clarify the tender terms and conditions.

5. **ADDITIONAL / AMBIGUOUS CONDITIONAL BIDS**

- 5.1. Tenderers shall not stipulate any additional conditions other than those stipulated by this office in this tender and its Annexures. If any tender contains such additional conditions, which are at variance with the conditions of this tender or are in any way ambiguous or vague or uncertain or contains any price variation clause, **NTSC Chennai reserves the right to reject such Conditional tenders summarily.**

6. **BID COMPLIANCE**

- 6.1. Bid Compliance Undertaking & Declaration vide Section 7 shall be enclosed with Technical Bid.

7. **OPENING OF TENDER**

- 7.1. The Technical Bids shall be opened on **18/12/2018 at 5.00 p.m** by the Tender Opening Committee (TOC) in the presence of Bidders or their authorized representatives who present the Letter of Authorization for attending bid opening vide Section 8.
- 7.2. Price-Bids shall be opened only for those Tenderers whose Technical Bids are found to

be qualified as per tender terms and conditions.

- 7.3. At the time of Bid Opening, as per the request of the Tenderers, Bid details of each of the Tenderers shall be read out to all.
- 7.4. In two envelopes system, the bids will be opened in 2 stages i.e. the Technical bid shall be opened on the date of tender opening given in Tender Notice. The Price bid will not be opened on the Date of opening of technical bids in this case & sealed price bids will be handed over to NTSC Tender Evaluation Committee (TEC) or their Nominee for retention. Thereafter the TEC will evaluate Technical bids & the report of TEC will be approved by competent authority. The Price bids of those bidders who are approved to be technically compliant by the competent authority, will be opened by TOC in front of technically eligible bidders / authorized representatives by sending them a suitable notice.
- 7.5. The date fixed for opening of bids, if subsequently declared as holiday by the NTSC, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

8. EVALUATION OF TENDER

8.1. PRELIMINARY EVALUATION

- 8.1.1. TEC shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed & sealed and whether the bids are generally in order.
- 8.1.2. TEC may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

8.2. CLARIFICATION OF BIDS

- 8.2.1. To assist in the examination, evaluation and comparison of bids, the TEC may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 8.2.2. If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However NTSC at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

8.3. EVALUATION OF SUBSTANTIALLY RESPONSIVE BIDS

- 8.3.1. The TEC shall determine the bid's responsiveness based on the contents of the bid itself without recourse to extrinsic evidence.
- 8.3.2. The TEC shall evaluate in detail only substantially responsive bids.
- 8.3.3. A substantially responsive bid is a bid which satisfies following conditions of the bid documents:
 - 8.3.3.1. It meets all the major technical clauses.
 - 8.3.3.2. It meets all the commercial clauses.
- 8.3.4. The TEC shall evaluate the price bids on the reasonableness of rates quoted at Section 6 Clause 2. The reasonableness of the rates obtained in the tenders

shall be assessed by comparing with the rates of previous procurement (wherever they are recent) and also current market trend for the same.

8.3.5. As per CVC guidelines, there should be no post-tender negotiations except with Tenderer shortlisted as L-1, OR, H-1 in case of Revenue Share, in certain exceptional situations like:

- 8.3.5.1. Procurement of proprietary Items / Services,
- 8.3.5.2. Items / Services with limited sources of supply and
- 8.3.5.3. Items / Services where there is suspicion of a cartel formation.

8.3.6. The justification and details of such negotiations should be duly recorded and documented without any loss of time.

9. **AWARD OF WORK**

- 9.1. **NTSC-CHENNAI** shall consider award of contract only to those eligible Bidders whose offers have been found technically, commercially and financially acceptable.
- 9.2. The work against the Tender is for XX Financial Years, Terms and Conditions of this Tender shall be operative for the period from the date of signing of MoU between NTSC and the Tenderer, extendable to further six months on same terms & conditions but subject to observation of limit in Section 3 Clause 12.
- 9.3. The work will be awarded to the Tenderer quoting the highest revenue share to NTSC only, from among the shortlisted, substantially responsive bids.
- 9.4. After award of contract to the approved Tenderer, the officer designated by the competent authority shall issue the work orders for commencement of the work.

10. **ISSUE OF LETTER OF INTENT (ADVANCE WORK ORDER)**

- 10.1. The issue of letter of intent shall constitute the intention of NTSC to enter in to the contract with the Tenderer. Letter of Intent will be issued as offer to the successful Tenderer.
- 10.2. The Tenderer shall within 15 days of issue of letter of intent, shall submit
 - 10.2.1. The Acceptance letter,
 - 10.2.2. **Security Deposit vide Section 4 Clause 10 , and Section 6 also.**
 - 10.2.3. MoU on Rs.100/- Non-Judicial Stamp paper vide Section 10.

11. **SIGNING OF MoU**

- 11.1. The signing of MOU shall constitute the award of contract on the successful Tenderer. The MOU with the successful Tenderer shall be signed by **NTSC, CHENNAI** within a week of submission of documents vide Section 10.

12. **NTSC's RIGHT TO ORDER ADDITIONAL QUANTITIES**

- 12.1. NTSC reserves the right to increase or decrease up to 30% of the quantity of services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract, for each Financial Year.

13. **NTSC's RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

- 13.1. NTSC Chennai does not bind itself to accept the lowest tender.
- 13.2. NTSC Chennai reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.

14. ANNULMENT OF AWARD

14.1. Failure of the successful Bidder to comply with the requirement of Section 3 Clause 11 & 12, shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security, if any, in which event, NTSC, Chennai may make the award to any other Tenderer, starting with H-2, at its discretion, after obtaining consent, or, call for new Tender.

SECTION 4

GENERAL CONDITIONS

Scope of work- *The Scope of the Knowledge Partner will be*

- A. **To provide Technological support** at NTSC, Chennai in their areas of expertise/Specialization Viz ., ***CNC/CIM/ROBOTICS/UAV/CAD CAM CAE/AI/Machine Learning / Industrial Automation in relevance to Mechanical, Aeronautical and allied Engineering field at NTSC,Chennai .***
- B. To assist in developing Innovative idea/product of the MSME/Village community/students on the above mentioned areas of engineering with emphasis on developing rural technologies and solutions .
- C. To develop and Conduct Short Term Skill training courses in line with NSQF/ Market demand in consultation & with the approval of NTSC Chennai on revenue sharing basis.

- 1. External Agency shall be responsible for all litigations, if any, arising from students/colleges with regard to all the projects being handled.
- 2. External Agency shall be solely responsible for meeting the faculty compliance like faculty attendance, faculty payment.
- 3. The External Agency shall be responsible for the discipline and conduct of their faculties / staff.
- 4. The External Agency shall be responsible to compensate the loss of any kind to NTSC, caused due to theft, damage or negligence by their faculties/staff.

5. **SUBCONTRACTS**

- 5.1. The External Agency shall not sub-contract the services.

6. **PROJECT FEES**

- 6.1. NSIC-TSC shall enroll the students, collect the fees for skill training courses as below
 - i) Short term courses of 40 hours and above @ Rs 75/- per hour plus GST as applicable by way of POS machine / net banking
- 6.2. The fee to be charged from the students for **Technological support extend towards developing students innovative ideas , workshop, seminar, high tech specialized courses, Finishing school etc** will be decided by the committee after the completion of tender process.

7. **VALIDITY OF OFFER**

- 7.1. Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 60 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 60 days, to revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing from the NTSC Chennai.

8. External Agency shall have the Revenue Share on per project basis. The revenue share shall be paid by NTSC Chennai to the External agency after completion of the project work which means assembling of components, testing of hardware, demonstration and viva by the student and on production of claim by the External agency.

9. **PAYMENT TERMS**

- 9.1. NTSC Chennai will release the payment after completion of the **skill training, development of innovative idea/product** against the submission of the bills with GST @ 18%. The payment will be released after deduction of TDS as applicable.
- 9.2. The GST collected by NTSC Chennai from students shall not be considered while calculating share of revenue for the each party. The GST will be directly deposited to the GST authorities by NTSC Chennai.
- 9.3. The duration of this MoU shall be XX FYs i.e. from the date of award of the work till XX and as is to be mentioned in the work order.
- 9.4. However the duration can be extended further for a period of up to 24 (Twenty four) months based upon satisfactory completion of the technical services, on the terms and conditions deemed fit by the NTSC Chennai.
- 9.5. **Either of the parties shall have the right to terminate the MoU by giving 3 months of notice.**

10. **BID SECURITY**

- 10.1. Security Deposit shall be submitted vide Section 6 as Bid Security to protect the interests of NTSC and indemnify NTSC against any loss due to the actions of the successful Tenderer.
- 10.2. The validity of Security Deposit shall be from the date of Award of work till **30-04-2020** i.e. one month after completion of the MoU.
- 10.3. The SD shall be discharged after completion of MoU in all respects and if no claim was preferred during the period of MoU.

11. **FORCE MAJEURE**

- 11.1. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

11.2. Provided, also that if the contract is terminated under this clause, NTSC shall be at liberty to take over from the External Agency at a price to be fixed by the NTSC, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the External Agency at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the External Agency may with the concurrence of the purchaser elect to retain.

12. TERMINATION FOR DEFAULT

12.1. The NTSC may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the External Agency, terminate this contract in whole or in part

12.1.1. If the External Agency fails to deliver any or all of the services within the time specified in this Tender, or, any extension thereof granted by NTSC;

12.1.2. If the External Agency fails to perform any other obligation(s) under the Contract; and

12.1.3. If the External Agency, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the NTSC may authorize in writing) after receipt of the default notice from the NTSC.

12.2. **In the event the NTSC terminates the contract in whole or in part pursuant to Para 12 the** NTSC may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the External Agency shall be liable to the NTSC for any excess cost for such similar goods. However the External Agency shall continue the performance of the contract to the extent not terminated.

13. TERMINATION FOR INSOLVENCY

13.1. The NTSC may at any time terminate the Contract by giving written notice to the External Agency, without compensation to the External Agency. If the External Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NTSC.

14. ARBITRATION

If any dispute or differences arises between the parties with regard to the construction, meaning and effect of these presents or any part thereof or any other matter under these presents, the same shall be referred to the CMD of NSIC/NTSC who shall refer the matter for adjudication to the Sole-Arbitrator. There shall be no objection to the said appointment of the Arbitrator if he happens to be an employee of NTSC/NSIC. The verdict given by the sole arbitrator will be final and binding on both the parties. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. The venue of the arbitration will be at the premises of NTSC. The arbitration proceeding will be in English language.

SECTION 5

TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

1.1. ROLES & RESPONSIBILITIES OF EXTERNAL AGENCY

1. External Agency shall do the marketing / mobilizing of students from various Engineering /Polytechnic Colleges to train minimum of 300 candidates through **skill training courses** 300 candidates in **workshop/seminars** for this financial year 2018-19 and 300 candidates in **Internship** for this financial year 2018-19. Additional quantities may be ordered subject to a maximum of 30% at the discretion of NTSC.
2. External Agency shall provide all components, accessories, application kits, study material and associated softwares.
3. External Agency shall be solely responsible till the completion of training/ and development .
4. The External agency shall be **Knowledge Partner** for any particular Technology/product/Project developed by them and have legal rights/ proprietary rights on it and provide skill training (40 hours and above), workshop, seminars and Technical support for developing innovative ideas of Students at NSIC Technical Services Centre, Sector B-24, Guindy Industrial Estate, Ekkaduthangal, Chennai – 600032.Also to conduct etc.
5. The External agency shall develop and establish the necessary infrastructure at NTSC,Chennai.
6. External Agency shall provide competent and sufficient number of trainers to impart theoretical and practical training as per individual project requirement **at NTSC Chennai premises only**.
7. External Agency shall ensure the safety of trainees during the practical training on the equipments/tools.
8. External Agency shall ensure the Training with latest advanced technology in Mechanical , Aeronautical and in related multi-disciplinary areas.
9. External Agency shall be solely responsible for meeting the faculty compliance like faculty attendance, faculty payment.
10. External agency shall prepare the schedule of the theory and practicals of the projects work.
11. External Agency arranged staff/faculty shall be made available at NSIC TSC premises from 10.00 am to 5.00pm, only.

1.2. Roles and Responsibilities of NTSC Chennai

1. NTSC shall be solely responsible for administration of the students, maintain the students database.
2. NTSC shall provide classrooms, labs and other available facilities to ensure smooth training.
3. NTSC shall maintain the record of the tools, components, kits and accessories supplied by the agency to carry out the engineering project work.

4. NTSC shall enroll the students; collect the Project fee inclusive of GST 18% with student's batch size of 3 or 4, based on technology used, by way of POS machine/ net banking.
5. NTSC shall be responsible for issuing of certificates to the students after successful completion of the project work with demonstration and the viva conducted by NTSC.

2. **SCHEDULE OF REQUIREMENTS**

- 2.1. For FY 2018-19
- 2.2. Students Batch Size: 10 or more.
- 2.3. Additional quantities up to a maximum of 30% may be ordered in each Financial Year at the discretion of NTSC.

2.4. **Table of Requirements: for 2018-19 from the date of Signing MOU.**

S.NO:	NAME	QUANTITY No of trainees
1	Marketing and Mobilizing of students from various Engineering and Polytechnic Colleges for providing the short term skill up grading training courses in CNC/CIM/ROBOTICS/UAV/CAD CAM CAE/AI/Machine Learning / Industrial Automation in relevance to Mechanical, Aeronautical and allied Engineering branches for the FY 2018-19 (from date of signing MoU) and by providing technical support.(In one or more areas)	300 .
2	Marketing and Mobilizing of students from various Engineering and Polytechnic Colleges for providing Internship/ seminars/Workshops/ in CNC/CIM/ROBOTICS/UAV/CAD CAM CAE/AI/Machine Learning / Industrial Automation in relevance to Mechanical, Aeronautical and allied Engineering branches for the FY 2018-19 (from date of signing MoU) and by providing technical support. .(In one or more areas)	300
3	Marketing and Mobilizing of students from various Engineering and Polytechnic Colleges for providing the short term skill up grading training courses in CNC/CIM/ROBOTICS/UAV/CAD CAM CAE/AI/Machine Learning / Industrial Automation in relevance to Mechanical, Aeronautical and allied Engineering branches for the FY 2019-2020 (from 1/4/2019) and by providing technical support.(In one or more areas)	600
4	Marketing and Mobilizing of students from various Engineering and Polytechnic Colleges for providing Internship/ seminars/Workshops/ in CNC/CIM/ROBOTICS/UAV/CAD CAM CAE/AI/Machine Learning / Industrial Automation in relevance to Mechanical, Aeronautical and allied Engineering branches for the FY 2018-19 (from date of signing MoU) and by providing technical support. .(In one or more areas)	600

SECTION 6

PRICE BID

1. BID PROFORMA

From

.....
<complete address of the purchaser>

.....
.....

To

.....
<complete address of the Bidder>

.....
.....

Bidder's Reference No:..... Dated.....

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment / clarification / addenda Nos. Datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver all the Goods and Services as per SOR (vide Section 5 Clause 2) in conformity with the said conditions and specifications of Tender & MoU for the sum shown in the schedule of prices attached herewith and made part of the Price Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 60 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you a Security Deposit for a sum of Rs.50,000/- without interest for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the Tender & MoU in accordance with the delivery schedule specified in the Section 3 (General Instructions to Bidders).
7. Until a formal work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20...

Witness

Signature.....

Name

Address

Signature

Name

In the capacity of

Duly authorized to sign the bid for and on

behalf of

2. PRICE SCHEDULE

S.NO:	NAME	QUANTITY	NTSC (REVENUE SHARE %)	TENDERER (REVENUE SHARE %)
1.	(A)Marketing and Mobilizing of students from various Engineering Colleges (B)Providing all components, accessories application kits with associated softwares, study material, and (C) Conducting Theory & Practical classes for the stipulated duration at NTSC Chennai premises FY 2018-19 (from date of signing MoU for a total of 300 students	PER TRAINING COURSE/ INTERNSHIP		

2.1. The Revenue Share Percentage is for Completion of

- 2.1.1. 300 short term skill up grading training & 300 Internship & Workshops, seminars in FY 2018-19, and
- 2.1.2. Additional quantities up to a maximum of 30% may be ordered in each Financial Year at the discretion of NTSC.
- 2.1.3. It is inclusive of GST@18%.

SECTION 7

BID COMPLIANCE UNDERTAKING & DECLARATION

1. The purpose of the following Bid Compliance Undertaking and Declaration is to confirm that the Tenderer has understood “All the terms & conditions of Tender & Specifications of work”.
2. The following document shall preferably be typed in Firm / Company Letterhead.

(A) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I / We fail to enter into the agreement & commence the work in time, the Security Deposit given by us will stand forfeited to the NTSC.

(B) The Tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, NTSC reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the Security Deposit amount pending with NTSC. In addition, NTSC may debar the Tenderer from participation in its future tenders.

Date:

.....

Signature of Tenderer

Place:

.....

Name of Tenderer

Along with date & Seal

SECTION 8

LETTER OF AUTHORIZATION TO ATTEND BID OPENING

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on (date) in the Meeting Room, O/o

We hereby authorize Mr. / Ms.& Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative Signature of the alternative Representative

.....
Name of the Representative Name of the alternative Representative
on behalf of the Bidder on behalf of the Bidder

.....
Signature of Bidder/ Officer authorized to sign
Above Signatures Attested

- Note** 1: Only one representative will be permitted to attend the Bid opening.
 2: Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION 9

NO NEAR RELATIONSHIP CERTIFICATE

(To be typed on Letterhead and submitted in Technical Bid)

"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in NTSC unit as per details given in Tender document. In case at any stage, it is found that the information given by me is false/incorrect, NTSC shall have the absolute right to take any action as deemed fit / without any prior intimation to me."

Date:

Place:

.....
Signature of Tenderer

.....
Name of Tenderer
Along with date & Seal

SECTION 10

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (“MOU”) is made on this ___ day of _____ at Chennai by and between NSIC-Technical Services Centre (herein after referred as “NTSC”), one of the Technical Centres of National Small Industries Corporation, a Government of India Enterprise under the Ministry of MSME, having its registered office at Sector B- 24, Guindy Industrial Estate, Ekkaduthangal, Chennai-6000032, which expression, unless repugnant to the context, shall mean and include its successors, assigns and authorized representative of First Part

AND

M/s. XXXXXXX. having its office at _____ which expression, unless repugnant to the context shall mean and include its successors and assigns of the Second Part

NSIC-Technical Services Center located at B- 24 Guindy Industrial Estate, Ekkaduthangal, Chennai-6000032, is one of the Technical Services Centers of National Small Industries Corporation (NSIC), where the Skill development training / Entrepreneurship Development Training is being imparted through various training programs.

M/s. XXXXXX focuses on _____ imparting relevant skills for the operations of equipments/project kits like ZZZZ etc., with an aim to make the trainees employable in industry after completion of the training.

Imparting relevant skills for carrying out the academic projects for engineering students with an aim to make the trainees employable in industry after completion of the training. Whereas NSIC-TSC engages XXXXXX. as **Knowledge Partner** for the Technical support to conduct the skill training /Internship to the students of various engineering and polytechnic colleges and

- a) To assist in developing Innovative idea/product of the MSME/Village community/students on the above mentioned areas of engineering from concept to commercialization with emphasis on developing rural technologies and solutions .
- b) To develop and Conduct Short Term Skill training courses in line with NSQF/ Market demand in consultation & with the approval of NTSC Chennai on revenue sharing basis.

agree through this MOU with the intention of both being legally bound to accept the following terms and conditions:

1. M/s. XXXXX and NTSC have jointly agreed to finalize the project title and lesson plan to carryout the engineering projects.
2. M/s. XXXXX agrees to indemnify NTSC and keep the NTSC harmless and indemnified at all time against all losses, damages, action, costs, charges or expenses suffered/incurred

by NTSC arising out of any activity or its agent/trainer/personnel during the subsistence of this MOU.

3. M/s. XXXXX shall be responsible for all litigations, if any, arising from students/colleges with regard to all the projects being handled.
4. NSIC-TSC and M/s. XXXXX shall share the revenue collected by NSIC-TSC from the collection of course fee from trainees enrolled for academic engineering projects. The total course fee collected shall be shared among NTSC and M/s. XXXXX in the ratio of sharing on ---- : ---- basis respectively. The GST collected by NTSC from trainees shall not be considered while calculating share of revenue for the each party.
5. NTSC shall make the payment to M/s. XXXXX. after deduction of statutory taxes, if applicable.

Roles and Responsibilities of M/s. XXXXX

1. M/s. XXXXX shall do the marketing / mobilizing of students from various Engineering /Polytechnic Colleges to carry out 100 numbers of engineering projects for the financial year 2018-19. Additional quantities may be ordered subject to a maximum of 30% at the discretion of NTSC.
2. M/s. XXXXX shall provide all components, accessories, application kits, study material and associated softwares. In case of any Engineering project requiring replacement of kits against any malfunction or fault or damage, till the completion of the demonstration of the projects at college by the students, the same shall be provided by the External Agency at its own cost.
3. M/s. XXXXX shall be solely responsible till the completion and demonstration of each project by the students.
4. M/s. XXXXX shall provide Technical support for conducting engineering projects of Students at NSIC Technical Services Centre, Sector B-24, Guindy Industrial Estate, Ekkaduthangal, Chennai – 600032.
5. M/s. XXXXX shall provide competent and sufficient number of trainers to impart theoretical and practical training as per individual project requirement **at NTSC Chennai premises only**.
6. M/s. XXXXX shall ensure the safety of trainees during the practical training on the equipments/tools.
7. M/s. XXXXX shall ensure the engineering projects with latest advanced technology in Mechanical areas etc.
8. M/s. XXXXX shall be solely responsible for meeting the faculty compliance like faculty attendance, faculty payment.
9. M/s. XXXXX shall prepare the schedule of the theory and practicals of the projects work.
10. M/s. XXXXX arranged staff/faculty shall be made available at NSIC TSC premises from 10.00 am to 5.00pm, only.
11. M/s. XXXXX shall have the Revenue Share of ___ per project. The revenue share shall be made by NTSC to the party after successful completion of the project on production of claim by the party.
12. M/s. XXXXX shall be solely responsible for meeting the faculty compliance like faculty attendance, faculty payment

Roles and Responsibilities of NSIC-TSC Chennai:

1. NTSC shall be solely responsible for administration of the students, maintain the students database.
2. NTSC shall provide classrooms, labs and other amenities to ensure smooth training.
3. NTSC shall maintain the record of the tools, components, kits and accessories supplied by the agency to carry out the engineering project work.
4. NTSC shall enroll the students; collect the Project fee inclusive of GST 18% with student's batch size of 3 or 4, based on technology used, by way of POS machine/ net banking.
5. NTSC shall be responsible for issuing of certificates to the students after successful completion of the project work with demonstration and the viva conducted by NTSC.
6. NTSC and M/s. XXXXX shall share the revenue collected by NTSC from the collection of course fee from trainees enrolled for academic engineering projects. The total course fee collected shall be shared among NTSC and M/s. XXXXX in the ratio of sharing on ____:____ basis. The GST collected by NTSC from trainees shall not be considered while calculating share of revenue for the each party.

MUTUAL COVENANTS OF THE PARTIES:

1. This MOU shall not constitute the appointment of either party as the legal representative of agent of the other party. No party to this MOU shall have any right or authority to create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party to this MOU.
2. No modification(s) or amendment(s) shall be valid and effective unless such modification or amendment is agreed to in writing by both the parties and duly signed and executed by persons specially empowered in this behalf by the respective parties.
3. During the tenure of the MOU, parties hereto may terminate the MOU, either for breach of the terms and conditions of the MOU or otherwise by giving 3 months advance written notice to the other party, within which period all financial reconciliations are to be completed by and between the parties. Any such terminations shall not affect the smooth course/training completion of the existing batch of trainees.
4. If any dispute or differences arises between the parties with regard to the construction, meaning and effect of these presents or any part thereof or any other matter under these presents, the same shall be referred to the CMD of NSIC/NTSC who shall

refer the matter for adjudication to the Sole-Arbitrator. There shall be no objection to the said appointment of the Arbitrator if he happens to be an employee of NTSC/NSIC. The verdict given by the sole arbitrator will be final and binding on both the parties. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. The venue of the arbitration will be at the premises of NTSC. The arbitration proceeding will be in English language.

This MOU shall be initially valid upto XX YY from the date of signing the MOU .

In WITNESS WHERE OF the parties have hereunto executed this MOU on the date, month, and year first above written

For the XXXXXXXXXX

For NSIC Technical Services Centre,
Chennai

(ZZZZ)

(CGM)

Witness

Witness

1.

1.

2.

2.