



Addendum – 1

Issued on : 02.09. 2016

of

Request for Proposal

for

**‘Hiring of Project Management Consulting Firm for
Implementation of National SC & ST Hub (NSSH)’**

Tender Reference: SIC / HO /SC-ST Hub/ 2016-17

Addendum -1 dated 02.09.2016 –Summary Sheet

SI No.	Para No.	Original RFP dated 24.8.2016 Clause/Amendment/Clarification	RFP Version 1.1 Clause/Amendment/Clarification
1	Definitions at Page no.3	“Arbitration” has the same meaning as under the Arbitration and Conciliation Act, 1996	<u>Amended as:</u> “Arbitration” has the same meaning as under the Arbitration and Conciliation (Amendment) Act, 2015
2	Table-1, S No. 1at Page No. 16	Limited Liability partnership or Partnership deed and Certificate of partnership	<u>With Addition of:</u> Limited Liability partnership or Partnership Partnership deed/Certificate of Incorporation in case of Limited Liability Partnership.
3	Para 3.38 at page No. 42,	An agreement on the letterhead of the Bidder is required to be submitted as per the enclosed format (Chapter 6) regarding non-involvement of any other entity or Government of India in respect of the present Contract.	<u>Replacement with:</u> An Undertaking on the letterhead of the Bidder is required to be submitted as per the enclosed format (Chapter 6) regarding non-involvement of any other entity or Government of India in respect of the present Contract
4	Para 4.6 Stage 2 at Sr no. 5 at Page No. 72,	Number of orders from Government/ Public Sector in India for domains listed below in the matrix; during the period 1.4.2013 to 31.3.2016; each PO for values greater than INR 1 crore only to be considered. Note: a)Mention of one domain in one order -Actual value of order to be considered for categorisation b)Mention of more than one domain in one order- i) Purchase order should specifically mention of named domains for services or deliverables for consideration.	<u>With addition of:</u> Number of orders from Government/ Public Sector in India for domains listed below in the matrix; during the period 1.4.2013 to 31.3.2016; each PO for values greater than INR 1 crore only to be considered. Note: a)Mention of one domain in one order -Actual value of order to be considered for categorisation b)Mention of more than one domain in one order-

ii)The Categorisation of domains in such order has to be defined by estimating value for each domain; value of such domains being limited to the cumulative value of order. The allocation considered for each order/domain has to be elaborated in Table T-4and

i) Purchase order should specifically mention of named domains for services or deliverables for consideration.
 ii)The Categorisation of domains in such order has to be defined by estimating value for each domain; value of such domains being limited to the cumulative value of order. The allocation considered for each order/domain has to be elaborated in Table T-4and **each domain @ INR 1 crore minimum; total value to be limited to PO value.**
 c) **Multiple orders for one domain- If same authority has issued multiple orders for similar assignment in one calendar year, then such orders can qualify for consideration of consolidated value as one single order.**

Scoring criteria for T -4 as per Matrix below : (Total Number of orders from Govt./PSU during 1.4.2013 – 31.3.2016)

Name of Domain	Total Number of projects in the specified domain		
	1 - 2	3 – 4	>4
Capacity building	1	2	3
Vendor development	2	3	4
Project management	1	2	3
Management of IT	1	2	2

				services				
				Strategy and business development	1	2	3	
5	Page No. 73 and 74	<u>The complete original page no. 73 and 74 are to be replaced as under:</u>						
		Sr. No.	Technical Selection Column (1)	Supporting Documents to be attached Column (2)	Marks Column (3)	Scoring &Criteria Column (4)		
		B. Proposed approach and methodology				Marks - 40		
		2.1	<p>Approach and methodology of the proposed NSSH project –</p> <p>The bidder must provide a write-up covering the proposed approach and methodology for all phases and components applicable for duration of the project.</p> <p>The evaluation criteria for this section is indicated in column (4).</p>	<p>Copy of documents for evaluation:</p> <p>a) A write-up (not more than 4,000 words) on the subject T - 5. In case the text written is more than 4,000 words then the first 4,000 words only will be considered for evaluation. Refer T-5 below</p> <p>b)In addition, the bidder will need to make a presentation covering the above subject. The entire team as listed as key</p>	40	<p>Marks will be awarded on the approach and methodology proposed along with the work plan for the proposed project:</p> <p>a)Overall understanding- (10 marks)</p> <p>b) Approach and Methodology- (10 marks)</p> <p>c) Work plan, roll-out of implementation and challenges - (5 marks)</p> <p>d) Technical presentation on</p>		

				<p>professional staff' is required to be present for the presentation and they are expected to make the presentation of their respective areas in the overall presentation of one hour which will be followed by 30 minutes of Q&A.</p>	<p>the project understanding and implementation/ roll out approach (15 marks)</p>
6	<p>Para 5.33.1 at Page No. 111 & 112</p>	<p>During the subsistence of this Contract or thereafter, in the event of any dispute, claim, question, or disagreement arising out of or in relation to this contract, disputes between the Parties shall include, without limitation of the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the parties shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto,</p>		<p><u>Replacement with:</u> During the subsistence of this Contract or thereafter, in the event of any dispute, claim, question, or disagreement arising out of or in relation to this contract, disputes between the Parties shall include, without limitation of the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the parties shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, shall endeavour to settle such dispute amicably and/or by Conciliation to be governed</p>	

		after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives to the other Party a thirty (30) days notice in writing, to refer the dispute to arbitration.	by the Arbitration and Conciliation (Amendment) Act, 2015 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives to the other Party a thirty (30) days notice in writing, to refer the dispute to arbitration.
7	Para 5.33.2 at Page No. 112	The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.	<u>Replacement with:</u> The Arbitration proceedings shall be governed by the Arbitration and Conciliation (Amendment) Act, 2015
8	Unnumbered Sub Para 1 of Para 5.33.2 at Page No. 112	The If any dispute or difference arises between Corporation and the selected bidder with regard to the contract meaning, interpretation or termination of this agreement, recovery of dues and effect of these presents or any part thereof the same shall be referred by either party to the Chairman-cum-Managing Director or Director (Finance) or Director(P&M) of the Corporation who shall refer the matter for adjudication to the sole arbitrator, who can be an employee serving or retired of the Corporation or of other Public Sector Undertaking or Law faculty member of Government universities or an advocate or a retired judge or any other person considered to be an expert on the subject. There shall be no objection to the said appointment of the arbitrator. The award of the sole arbitrator so appointed shall be final and binding on the parties to the agreement. The cost and expenses of arbitration shall be borne by the selected bidder.	<u>Replacement with:</u> That If any dispute arises between the ‘purchaser’/NSIC and the selected bidder/consultant with regard to the contract, meaning, interpretation or termination of the agreement, recovery of dues and effect of these presents or any part thereof the same shall be referred by either party to the Chairman-cum-Managing Director of the Purchaser/NSIC who shall appoint and refer the matter for adjudication to the Sole arbitrator and there shall be no objection to the said appointment of the arbitrator. The award of the sole arbitrator so appointed shall be final and binding on the parties to the agreement. The cost and expenses of arbitration shall be borne by the selected bidder/consultant.

9	Unnumbered sub para 2 & 3 of para 5.33.2 at Page No. 112	<p>In case, the arbitrator so appointed is transferred, dies, neglects, or refuses to act as an arbitrator or resigns or is otherwise unable to act for any reason whatsoever, it shall be lawful for the Chairman-cum-Managing Director or Director (Finance) or Director(P&M) to appoint another arbitrator in place of such arbitrator in the manner as aforesaid. Such other person shall be entitled to proceed with the reference from the stage where the earlier arbitrator left the proceeding.</p> <p>The venue of the Arbitration shall be at Delhi or at any other place where the Zonal/Branch Office/Technical Centre of the Corporation is situated, at the discretion of the Chairman-cum-Managing Director or Director (Finance) or Director (P&M) and the Court at the respective places shall have exclusive jurisdiction to decide the matter relating to the Arbitration referred to the above.</p>	<p>In case, the arbitrator so appointed dies, neglects, or refuses to act as an arbitrator or resigns or is otherwise unable to act for any reason whatsoever, it shall be lawful for the Chairman-cum-Managing Director to appoint another arbitrator in place of such arbitrator in the manner as aforesaid. Such other person shall be entitled to proceed with the reference from the stage where the earlier arbitrator left the proceeding.</p> <p>The venue of the Arbitration shall be at Delhi or at any other place where the Zonal/Branch Office/Technical Centre of the Corporation is situated, at the discretion of the Chairman-cum-Managing Director and the Court at the respective places shall have exclusive jurisdiction to decide the matter relating to the Arbitration referred to the above.</p>
10	Un-numbered sub para 4 of Para 6.1 at Page No. 147	AND WHEREAS, the Bank, at the request of NSIC, agreed to issue, on behalf of NSIC, Performance Guarantee as above, for Rs. (Enter amount here) only.	<p><u>Replacement with:</u> AND WHEREAS, the Bank, at the request of selected bidder, agreed to issue, on behalf of selected bidder, Performance Guarantee as above, for Rs. (Enter amount here) only in favour of NSIC.</p>
11	Unnumbered para 1 at Page No. 149	THIS CONTRACT is made on the day of , 2016 BETWEEN General Manager(NSSH), National Small Industries Corporation Limited, NSIC Bhawan, Okhla Industrial Estate New Delhi – 110 020 (which term or expression shall, unless excluded by or repugnant to the subject or context, shall mean its assigns).	<p><u>Replacement with:</u> THIS CONTRACT is made on the day of , 2016 BETWEEN, National Small Industries Corporation Limited, through General Manager (NSSH), NSIC Bhawan, Okhla Industrial Estate New Delhi – 110 020 (which term or expression shall, unless</p>

			excluded by or repugnant to the subject or context, shall mean its assigns).
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Note:

The bidders responding to this RFP are required to take the above addendum into consideration.



National Small Industries Corporation Limited
(A Government of India Enterprise)

Request for Proposal (Version 1.1)

for

**‘Hiring of Project Management Consulting Firm for
Implementation of National SC & ST Hub (NSSH)’**

Issued on : 02.09.2016

Ref No. SIC/HO/SC-ST HUB/2016-17

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Definitions –

- 1) “Arbitration” has the same meaning as under the Arbitration and Conciliation (Amendment) Act, 2015
- 2) “Authorized Representative,” means:
 - a) the Managing Director/ Chief Executive Officer/ Managing Partner of the Bidder having digital signature or,
 - b) a person having digital signature specifically authorized by the Board/ Partnership for signing and submitting the Proposal and execution of the Contract. Copy of such Board resolution must be provided.
- 3) “Bid Amount” means the sum of money quoted in the Financial Proposal by the Bidder.
- 4) “Bidder” means the firm submitting the proposal
- 5) “Bid Due Date” means the last date and time for submitting the Proposal as mentioned in Section-1 of this RFP.
- 6) “Consultant” means the Successful Bidder that signs the Contract.
- 7) “Contract” means the contract to provide deliverables listed in the RFP signed between the Purchaser and the Successful Bidder as stated in the draft contract set out in Chapter 7, RFP and the Proposal submitted by the Successful Bidder and all other attachments referred therein.
- 8) “Deliverables” means the deliverables for the project stated in the Terms of Reference (Chapter-4).
- 9) “Government sector” means central government, state government, PSUs or regulatory authorities in India.
- 10) “IT consulting” means consulting services in the IT sector with respect to system design, architecture, specifications and implementation strategy including testing to Go-Live.
- 11) “Key Professional Staff” means professionals provided by the Bidder who will lead the functional role/domains of Project Management, Capacity Building, IT Management & Monitoring and Evaluation (MIS), Strategy Development & Business Management and Vendor Development.
- 12) “Letter of Acceptance” means a written communication by the Successful Bidder formally accepting the Contract.
- 13) “Management consulting” means advisory or services comprising consultancy to organisations in the areas of vendor development, marketing assistance, capacity building etc. and excludes IT Hardware and Software networking etc.
- 14) “Proposal” means the Pre-qualification, Technical Proposal and the Financial Proposal along with supporting documents submitted by the Bidders for the subject RFP for consideration by Purchaser.
- 15) “Purchaser” means the National Small Industries Corporation Limited.
- 16) “Purchaser’s Project” means the assignment for NSSH as described in this RFP.

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- 17) "RFP" means this document or Request for Proposal, along with any addenda/corrigenda that may be issued by the Purchaser.
- 18) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in this RFP.
- 19) "Successful Bidder" means the Bidder selected at the end of the proposal evaluation process pursuant to this RFP.
- 20) "Terms of Reference" (TOR) means the document included in the RFP as Section 4 which explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Consultant, and expected results and deliverables of the assignment.

CHAPTER 1

Key Information and Dates

Office address	National Small Industries Corporation Ltd. (NSIC) NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110 020
Scope of work	Providing manpower services for undertaking all activities and functions for implementation of NSSH Hub – Scheme of Ministry of MSME, as specified in RFP.
Tender documents (e-tendering website and portal)	Tender documents available at e-tendering portal https://www.tcil-india-electronictender.com , https://eprocure.gov.in , http://www.nsic.co.in/tenders.asp <u>However, online bidding is to be done only on</u> https://www.tcil-india-electronictender.com
RFP type	Open
Date and time of availability of RFP for downloading	24 August, 2016 – 1500 hours
Pre-bid meeting	9 September 2016 – 1100 hours
Venue of pre-bid meeting	National Small Industries Corporation Limited (NSIC) NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110 020
Closing Date and Time for participation on e-procurement portal	23 September 2016 – 1300 hours
Last date and time for submission of Proposal (Bid Due Date)	23 September 2016 – 1400 hours
Date of opening bids for evaluating Eligibility	23 September 2016 – 1500 hours
Date of opening bids for evaluating Technical Proposal	30 September 2016 – 1500 hours
Date and time of Financial Proposal opening	20 October 2016 – 1500 hours
Expected date of signing of Contract	28 October 2016
Bid validity period	One hundred eighty days from the Bid Due Date

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Period of Contract	From date of signing Contract till end of financial year 2019-20. The duration may be extended by another year as may be needed.
Cost of RFP	NIL
Bidder Participation charges	Rs. 3,000 (Rupees Three Thousand only) for registration to be paid to TCIL online directly. Rs.7,000 (Rupees Seven Thousand only) for tender processing to be paid to TCIL online directly. Rs.3,000 (Rupees Three Thousand only) per participant to be paid to TCIL online directly, in case training is desired from TCIL(optional).
EMD	INR 5Lakhs (Indian Rupees Five Lakh only)
Performance Guarantee	10% of Bid Amount; calculated as total amount for the period from date of contract till financial year end of 2019-20; by considering the monthly amount quoted by the Bidder in the financial proposal.

The dates mentioned above are subject to change (pre-pone or post-pone). In case a change is made, it shall be notified on e-tendering portal.

CHAPTER 2

Background

A. Introduction to National Scheduled Caste and Scheduled Tribe Hub (NSSH)

In pursuance of the Budget Announcement 2016-17, Ministry of Micro, Small and Medium Enterprises has created a National Schedules Caste and Scheduled Tribes Hub (NSSH). The scheme would be implemented by the Ministry of MSME through National Small Industries Corporation Limited (NSIC), A Government of India Enterprise under Ministry of MSME.

NSIC has been working to promote, aid and foster the growth of micro, small and medium enterprises in the country. NSIC operates through countrywide network of offices and Technical Centres in the Country. NSIC has also set up Training cum Incubation Centres managed by professional manpower.

B. Guidelines for the creation of National Scheduled Caste and Scheduled Tribes Hub issued vide OM No.F.16(2)/2016-SME dated 25.7.2016 of Ministry of MSME

1. Title of the Project/Scheme

'National Scheduled Caste and Scheduled Tribe (SC/ST) Hub'

The National Scheduled Caste and Scheduled Tribe Hub (herein after referred to as the Hub) is set up to provide professional support to Scheduled Caste and Scheduled Tribe Entrepreneurs to fulfil the obligations under the Central Government Public Procurement Policy for Micro and Small Enterprises Order 2012, adopt applicable business practices and leverage the Stand Up India initiatives.

The objective of the announcement clearly is to promote "enterprise culture" amongst the SC / ST population. This would also enable Central Public Sector Enterprises (CPSEs) to fulfil the target, which the Government has kept for procurement by them. It has been laid down in the Public Procurement Policy 2012 that 20% of 20% i.e. 4% of procurement shall be done by Ministries, Departments and CPSEs from the enterprises owned by SC / ST. In addition, the Hub would also enable the Government to develop entrepreneurship among SC/ST population, which at present, is at very low level.

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2. This scheme would be implemented by the Ministry of MSME through National Small Industries Corporation (NSIC), a public sector undertaking under the administrative control of this Ministry.

3. The scheme is proposed to be applicable from the date of sanction till 31/3/2020

4. Total project cost is proposed to be Rs. 490 crore for the period from 2016-17 to 2019-20.

5. Justification for the Project

The Public Procurement Policy for Micro and Small Enterprises Order, 2012 of the Government of India provides that 20% of total procurement of goods and services by Central Ministries and CPSEs shall be made from the Micro and Small Enterprises (MSEs). 20% of such procurement from MSEs, i.e. 4% of total procurement of goods and services shall be made from Micro and Small Enterprises owned by SC & ST entrepreneurs.

Presently, less than 0.5% of total procurement of goods and services of CPSEs is made from enterprises owned by SC/ST. The purpose of the National SC/ST Hub is to enable SC/ST owned enterprises to participate more effectively in public procurement. The Hub would also enable the Government to develop entrepreneurship among SC/ST population.

The first task would be to gather data about SC/ST Enterprises. The SC/ST Hub would work with the CPSEs, industry associations and SC/ST Enterprises to effectively participate in public procurement. There is a need for networking, mentoring, handholding and provide soft interventions for SC/ST enterprises to enable them to supply to Government and CPSEs. The National SC/ST Hub in association with industry associations, incubators, mentors and CPSEs would work in this regard. The National SC/ST Hub Scheme would enable this task to be carried out effectively.

6. Structure of the National SC/ST Hub

A special cell would be created in NSIC with about 20 staff. This would be the core of SC/ST Hub. NSIC may also engage technical and managerial consultants to provide it support. The National SC/ST Hub would be working with industry associations, incubators, mentors, MSME-Development Institutes (MSME-DIs), District Industry Centres (DICs) and CPSEs to provide support to SC/ST enterprises. Additionally, 5 professionals/retired personnel/consultants would also be hired in the Ministry to support the Hub. They would, also however, be paid by NSIC and would part of NSIC Cell as such.

High Powered Monitoring Committee is proposed with participation from industry associations, incubators, mentors and other experts to monitor and guide the National SC/ST Hub. An Advisory Committee with an experienced industry representative as chair would work under this High Powered Committee.

7. Functions of National SC/ST Hub:

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The National SC/ST Hub would carry out the following functions:

(i) Collection, Collation and Dissemination of information regarding SC/ ST enterprises and entrepreneurs. The work could start immediately by capturing the data in MSME Data Bank. As regards, dissemination, help would be taken from MSME DIs & NSIC offices and various industry associations, especially DICCI.

(ii) Capacity among existing and prospective SC/ST entrepreneurs through skill training and EDPs.

(iii) Vendor Development involving CPSEs, NSIC, MSME-DIs and industry associations including DICCI.

(iv) Promoting participation of SC/ST entrepreneurs in exhibitions and organizing special exhibitions for this purpose.

(v) Mentoring and hand holding support to SC/ST entrepreneurs involving ex-bankers, industrialists, industry associations and other bodies for mentoring on the lines of similar scheme in NITI Aayog. This mentoring would involve support in marketing, quality improvement, etc.

(vi) Working with States as well as other organisations for SC/ST entrepreneurs so that these enterprises can benefit from all of them. The States and other Central Government organisations would continue to work in their existing areas of activities for development of SC/ST entrepreneurs. Policy advocacy with states for public procurement and development schemes.

(vii) Facilitating SC/ST entrepreneurs participating in public procurement, e-platform of DGS&D and monitoring the progress.

(viii) Facilitating credit linkages for SC/ST entrepreneurs.

(ix) The High Powered Monitoring Committee could include any other functions for the Hub.

8. This is a new scheme as the scheme evolves, the requirement of funds for various activities would emerge and change. Therefore, each activity, proposals would be submitted and forwarded by various organisations including NSIC to the Empowered Project Approval Committee chaired by Secretary, MSME for approval.

9. The National SC/ST Hub would begin operations as a Special Cell in NSIC. To begin with the following specific schemes/tasks would be undertaken by SC/ST Hub:-

(i) A Special Credit Linked Capital Subsidy Scheme (CLCSS) with 25% capital subsidy and overall investment ceiling of Rs.1 crore would be implemented for SC/ST enterprises. The additional investment would be on the same lines as the present CLCSS but without restriction on the sectors or machinery & technology.

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- (ii) A Marketing Assistance Scheme for SC/ST enterprises would be started. It would have the following components:-
- (a) Assistance for participation in international events outside India.
 - (b) Assistance for participation in domestic trade fairs.
 - (c) Assistance to trade fairs, events, buyer-seller meet, etc., especially focused on SC/ST enterprises.
 - (d) Other activities to support marketing for SC/ST enterprises.
- (iii) National Manufacturing Competitiveness Programme would have special focus on SC/ST enterprises with full grant for various activities for SC/ST enterprises.
- (iv) A special drive would be launched with industry associations, NSIC, MSME-DIs and States for registration of SC/ST enterprises with MSME Data Bank. Certain funds may be provided for this purpose.
- (v) For CPSEs undertaking annual procurement above Rs.500 crore, specific industry associations and mentor would be nominated for providing hand holding support to SC/ST enterprises. Review meeting of each of such CPSEs would be held in two months.
- (vi) There are a large number of incubators set up in various Government institutions with grant from Government of India. All such incubators would be requested to include at least two new SC/ST enterprises.
- (vii) Existing SC/ST enterprises, which are present suppliers of goods and services to CPSEs or large private industry and have turnover above Rs.10 lakhs, would be shortlisted to provide intensive mentoring and capacity building support.
- (viii) NSIC would make effort for registering SC/ST enterprises in their Single Point Registration Scheme for providing certification. No fee would be charged from SC/ST enterprises. Any SC/ST enterprise that would like to obtain mentoring support by a specific CPSE would need to apply to NSIC online on the Data Bank. An evaluation of the unit would be carried out by NSIC and the concerned CPSE. Based on these evaluations, the unit could be selected and provided intensive mentoring support by the SC/ST Hub and the concerned CPSE.
- (ix) ST enterprises face multiple challenges in supplying goods and services to CPSE. Often their size is quite small, making it difficult for CPSEs to undertake supplies from them. An effort in aggregating such ST enterprises for undertaking supplies to CPSE needs to be made. To begin aggregation, it could be done by Tribal Cooperative Marketing Development Federation of India Limited (TRIFED). State Governments would be encouraged to nominate their organizations dealing with tribals to undertake such aggregation. Necessary support to such organizations would be provided by the SC/ST Hub in that aggregation activity.

10. High Powered Monitoring Committee

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A High Powered Monitoring Committee would be formed with Minister for MSME as Chair. This Committee would provide guidance, review and monitor the work being done by the SC/ST Hub and various Ministries and organizations in the Government for SC/ST entrepreneurship development.

C. Scope of work

Through this RFP, NSIC intends to hire a management consulting firm to provide quality, professional, qualified consulting manpower to undertake implementation of various activities components, schemes of NSSH across the country towards meeting the objectives. Such Firm is expected to have experience in the required domains with set up for large government interventions or at PSUs by having deployed management practices successfully.

The terms of reference and other details are listed in the RFP.

CHAPTER 3

Instructions to Bidders

3.1 Introduction

NSIC will select an agency, in accordance with the method of selection specified in the sections Eligibility Criteria (4.8), Criteria for technical selection(4.9) and Evaluation of Financial Proposals (3.22) of the RFP.

The Bidders are invited to submit their eligibility documents, a Technical Proposal (as detailed in section 6.1) and a Financial Proposal (as detailed in section 6.3) for providing services to NSSH as specified in this RFP. The Proposal will be the basis for a Contract with the selected Agency.

3.1.1 The Scope of Work, Bid procedures and Contract terms are prescribed in the RFP Document.

The RFP Document includes:

Chapter 1: Key Information

Chapter 2: Background

Chapter 3: Instructions to bidders

Chapter 4: Terms of reference

Chapter 5: General terms and conditions

Chapter 6: Standard forms

Chapter 7: Draft contract

3.1.2 The Bidders are expected to examine all instructions, forms, terms and conditions, and specifications in the RFP and furnish all information as stipulated therein. This RFP together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all Information required by the RFP or submission of a Proposal not substantially responsive to the RFP in every respect will be at Bidder's risk and may result in the rejection of his Proposal. Bidders must submit all documents listed in section 3.8.¹

3.2 Purchaser's Representative

The Purchaser's Representative is the General Manager, National Small Industries Corporation Limited, Government of India Enterprise and can be contacted at E
Mail: scsthub@nsic.co.in

¹ **Please note:** The RFP forms the part of Contract to be signed between Purchaser and the Consultant.

3.3 Evaluation of Bids

3.3.1 It is proposed to have a three bid system for evaluation of this bid:

- a) Pre-qualification for eligibility
- b) Technical Proposal; and
- c) Financial Proposal.

3.3.2 Prices should not be indicated in the proposal section addressing ‘Eligibility’ nor ‘Technical’ and should only be indicated in the financial proposal. Purchaser will select a Consultant, in accordance with the method of selection specified in Section 3.27.2.

3.3.3 Bidders are encouraged to attend the pre-bid meeting specified in Section 3.24. Attending the pre-bid meeting is optional.

3.3.4 Please note:

- a) Defined terms in this RFP will override undefined terms used that may be similar in meaning.
- b) All references to time in this RFP will refer to Indian Standard Time.
- c) The term Proposal/ Bid has been used interchangeably in this RFP.
- d) Days – Working days at NSIC.
- e) Price in INR

3.4 Clarification on Bid Document

3.4.1 A prospective Bidder requiring any clarification on the Bid Document may submit his queries to the Purchaser's email address provided in Section 3.2. The queries must be submitted as per format provided in Section 6.9 and has been reproduced below.

Sl.No.	RFP Section Reference	RFP Clause/ Provision No.	Existing text of the clause/ provision in the tender	Clarification/ modification sought	Clarification/ modification provided by NSIC

3.4.2The Purchaser will respond in writing, to any request for clarification to queries on the RFP, received through email or in writing not later than the date of the Pre-bid meeting prescribed by the Purchaser in Chapter 1 of this bid document. Purchaser's response to all the queries (including the query but without identifying the source of inquiry) will be posted on e-tendering portal.

3.5 Cost of Bidding

The Bidders shall bear all costs associated with the preparation and submission of the Proposal, including cost of presentation and site visits for the purposes of clarification of the bids, if so desired by Purchaser, and Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.6 Language of Proposal

3.6.1 The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposal exchanged between the Bidder and the Purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

3.7 Amendment of Bid Document

3.7.1 At any time prior to the Bid Due Date, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by an amendment/ corrigendum/ addendum.

3.7.2 The amendment will be notified on the e-tendering portal and/or by e-mail to all the prospective bidders who have received the RFP and will be binding on them.

3.7.3 In order to provide prospective Bidders reasonable time in which to take the amendment/ corrigendum/ addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the Bid Due Date.

3.7.4 Purchaser may at any time during the bidding process request the Bidder(s) to submit revised Technical / Financial proposals and/or supplementary financial proposals without thereby incurring any liability to the affected Bidder or Bidders.

3.8 List of Documents to form part of the Bid Proposal for Pre-qualification, Technical bid and Financial bid

3.8.1 Each Bidder will submit the following documents listed in Table-1 as part of Pre-qualification proposal, Table-2 as part of the Technical Proposal and Table-3 as part of the Financial Proposal, duly completed and signed by the Authorized Representative, and all supporting documents/ attachments as specified in Chapter 6.

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3.8.2 Any application received incomplete or without all required documents and attachments will not be considered.

3.8.3 Each Bidder is also required to provide details such as the Page Reference of the Proposal and whether the supporting documents have been attached. The entire proposal has therefore to be serially numbered to enable referencing. (Page 1 to xxx with pages of annexures also forming part of the numbering).

3.8.4 Common requirements for eligibility and Technical Evaluation.

The supporting documents that are common to both sections must be submitted once while filling up the first stage of evaluation on the e-tendering system. However, page references in the appropriate tables/forms have to be mandatorily filed in.

All forms / documents to be submitted by the Bidder must be **digitally signed** by the Authorised Representative, and be on the official letterhead of the Bidders' firm.

Table-1: Checklist of documents for submission as part of proposal for evaluation of stage -1; Eligibility criteria

S. No	Eligibility Criteria	List of Documents or their details (if required)	Page Reference of the Proposal documents	Attached/ Uploaded Yes / No	Document title as per proposal submitted online
1	Valid Incorporation	Form E-1			
		Companies Certificate of incorporation AND Copy of the Memorandum and Articles of Association			
		OR			
		Limited Liability partnership or Partnership Partnership deed/Certificate of Incorporation in case of Limited Liability Partnership			
2	Annual Turnover	Form E-2			
		Audited financial statements stating the Bidders turnover in India for each of the financial years 2012-13 to 2014-15.			
		Letter of authorisation by the Board/ Partnership, authorizing the signatory, for signing the Proposal to be provided by Bidder			
3	Management Consulting Experience	Form E-3			
		Copies of work orders : 2013-14			
		Copies of work orders : 2014-15			
		Copies of work orders : 2015-16			
4	Resource strength	Form E4			

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5	Declaration - non-involvement / blacklisting	Form E5 Declarations if any			
6	Letter of Proposal submission	Form E6			
7	Confirming NO deviation	Form E7			
8	EMD	Submission of Draft to Purchaser's Representative – Xerox of Draft and Acknowledgment			
9	Technical Proposal	Submission of Technical Proposal with Documentation			
10	Financial Proposal	Submission of Financial Proposal with Documentation			

Note – For Serial 9 & 10, bidder is required to confirm submission only, no details to be attached in eligibility phase

Table 2: Checklist of documents for submission as part of proposal for evaluation of stage -2 : Technical criteria

Documents to be submitted for Technical proposal

S. No.	Technical Criteria	List of Documents or their details (if required)	Page Reference of the Proposal documents	Attached (Yes/No)	Document title as per proposal submitted online															
1	Proposal submission																			
1.1	Average of annual business turn over for the last three years.	T-1 for years 2012-13,2013-14 & 2014-15																		
1.2	Total Value of Purchase Orders received for providing management consulting services to government / public sector in India in last 3 years for the F.Y. 2013-14 to 2015-16	T – 2 Copies of work order/purchase order with complete Terms of Reference and indicating value there of for the years <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">2013-14</td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: center;">2014-15</td> <td></td> </tr> <tr> <td style="text-align: center;">2015-16</td> <td></td> </tr> </table>	2013-14		2014-15		2015-16		<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td style="width: 50px;"></td></tr> <tr><td></td></tr> <tr><td></td></tr> </table>				<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td style="width: 50px;"></td></tr> <tr><td></td></tr> <tr><td></td></tr> </table>				<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td style="width: 50px;"></td></tr> <tr><td></td></tr> <tr><td></td></tr> </table>			
2013-14																				
2014-15																				
2015-16																				
1.3	Value of largest single project in management consultancy.	T– 2 (serial 1) Copies of work order/purchase order with complete Terms of Reference for the subject order																		
1.4	No. of purchase orders; each greater than INR 1 Crore.	T –3 Copies of work order/purchase order with complete Terms of Reference																		
1.5	The bidder should have experience of working on projects with state/central government having Monitoring and Evaluation as a key component	T – 4 (i to v) Copy of work order/purchase order with complete Terms of Reference																		

S. No.	Technical Criteria	List of Documents or their details (if required)	Page Reference of the Proposal documents	Attached (Yes/No)	Document title as per proposal submitted online
2	Project approach and methodology and Work plan	T-5			
	CV of Project Management Expert	T - 6			
	CV of Strategy Development and Vendor Development Expert	T - 6			
	CV of Capacity Building Expert	T - 6			
	CV of IT Management, Monitoring and Evaluation Expert	T - 6			
	CV of Procurement Management Expert	T - 6			
	CV of Senior Consultant	T - 6			
	CV of Support Consultant	T - 6			

Table 3: Documents to be submitted for Financial Proposal

S. No.	Criteria	Requirement	List of Documents or their details (if required)	Page Reference of the Proposal documents	Attached (Yes/No)	Document title as per proposal submitted online
(1)	Financial Proposal (Section 6.3)	Financial proposal submission form	Fin 1			
		Cost of Manpower services	Fin 2			

3.9 Bid Amount

3.9.1 The Bidder shall indicate the prices in the prescribed form in strict compliance with the format given in Section 6.3.

3.9.2 It is mandatory that Unit rates should be indicated, where requested, as per the proforma prescribed in Section 6.3.

3.9.3 The cost of any other item / services, which are considered necessary for completion of the job, is deemed to have been included in Section 6.3.

3.10 Firm Price

3.10.1 Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account, whatsoever. The Bidder shall, therefore, indicate the prices as per format in Section 6.3. The Bid Amount shall be indicated in Indian Rupees (INR) only.

3.10.2 The Financial proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all cost for each consultant except for service tax which will be paid, at applicable rate, as extra which currently is 15%.

3.10.3 A Proposal submitted with an adjustable price quotation will be treated as non-responsive and rejected.

3.10.4 The Purchaser reserves the right to review and negotiate the price payable, with the selected Bidder, to incorporate downward revisions as applicable and necessary, at any time during the period of Contract.

3.10.5 The statutory variation in all taxes, except for service tax, if any, or the imposition of a new tax (except for GST) within the Contract period shall be borne by the Consultant.

3.10.6 Prices shall be written both in words and figures (wherever applicable). In the event of difference, the price in words shall be valid and binding.

3.11 Tax and Duties

Bidders shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. Purchaser shall deduct

applicable Indian income tax from the payments due to the Bidder under the Contract. Bidders are required to provide copy of PAN card and service tax registration along with their offer. The details of service tax registration and category of service tax shall be mentioned by the Successful Bidder in their invoice.

3.12 Bid Currency

Bidders shall submit Proposal only in Indian Rupees (INR).

3.13 Bid Security in the form of EMD

3.13.1 The Bidder shall furnish, as part of its bid, an EMD of the amount mentioned in Section 3.13.2.

3.13.2 An EMD of INR Five Lakhs (INR 5Lakhs) must be submitted in physical form to the Purchaser's Representative via a Demand Draft in favour of "National Small Industries Corporation Ltd." payable at New Delhi on or before the Bid Due Date and time. Its copy must be submitted online along with the RFP.

3.13.3 The EMD shall be denominated in Indian Rupees.

3.13.4 Purchaser shall have the right to reject any Proposals if the EMD has not been submitted by the Bid Due Date and Time.

3.13.5 No interest shall be payable by Purchaser for the sum deposited as EMD.

3.13.6 The EMD of unsuccessful Bidders will be returned within one month of signing of Contract.

3.13.7 The EMD will not be forfeited in case the Bidder withdraws the Proposal before the Bid Due Date.

3.13.8 EMD of Successful Bidder will be refunded to the Consultant on the signing of the Contract and on receipt of performance guarantee.

3.13.9 Any bid not secured in accordance with Section 3.13.1 will be rejected by the Purchaser as non-responsive.

3.13.10 The EMD will be forfeited by Purchaser in the following events:

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- a) If the Bidder submits incorrect information and documents.
- b) If the Bidder withdraws its Proposal after the Bid Due Date and Time.
- c) If the Bidder tries to influence the evaluation process.
- d) If the Bidder withdraws his Proposal before the final Award.
- e) If the Successful Bidder withdraws his Proposal between winning the bid and formal signing of Contract.

3.13.11 Without prejudice to the above, if the Successful Bidder fails to execute the Contract, the Bidders shall be disqualified for a period of 3 years from participating in any of the tender Proposals invited by Purchaser.

3.14 Period of Validity of Proposals

3.14.1 Proposals shall remain valid for 180 days after the date of opening of Technical Proposal.

3.14.2 Bidders will not be entitled during the said period of One Hundred and Eighty (180) days, to revoke or cancel their Proposals or to vary the Proposals given or any term thereof.

3.14.3 During this period, Bidders shall maintain the availability of professional staff nominated in the Proposal.

3.14.4 The Purchaser may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request in which case its Proposal will not be considered.

3.15 Format and Signing of Proposal

3.15.1 The Bidder shall provide all the information sought under this RFP. Purchaser will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.

3.15.2 The Bidder shall submit the Purchase Order or Work Order/Contract for each assignment/project as requested in Section 4.6.

3.15.3 The Bidder shall submit online only one set of Proposal along with one set of required documents in accordance with the guidelines defined in e- Tendering notice as provided in Section 3.24.17.

3.15.4 In case the Bidder needs to upload any written application with the Proposal, such document shall be typed and digitally signed by the Authorised Representative of the Bidder,

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with the exact name of the firm/company to whom the Contract is to be issued in the event of selection.

3.15.5 All typed documents must have the font and size as Times New Roman and 12 pt. respectively. This is also applicable to all the forms required to be submitted as per Chapter 4 and Chapter 6.

3.15.6 The entire Proposal along with all Annexures shall be serially numbered with each page clearly numbered and accordingly referenced wherever indicated in the Proposal.

3.15.7 The Proposal shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.

3.16 Revelation of Prices

Prices in any form or by any reason before opening of the financial proposal should not be revealed. If price change is envisaged due to any clarification, revised bid shall be solicited by the Purchaser. Indication of financial bid amount in any document before opening of financial proposal may lead to disqualifying the bid.

3.17 Terms and Conditions (applicable to Bidders)

Terms and conditions specified in the RFP will be binding and no deviations shall be permitted.

3.18 Local Conditions

3.18.1 It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors at the respective purchaser locations, sites and offices of the Purchaser which would have any effect on the performance of the Contract and / or the cost.

3.18.2 The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bids and entering into Contract. Obtaining such information shall be at Bidder's own cost.

3.18.3 Failure to obtain the information necessary for preparing the bids and/or failure to perform activities that may be necessary for designing an optimal solution before entering into Contract will in no way relieve the Successful Bidder from performing any work in accordance with the Bid document.

3.18.4 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the Contract as described in the Bid document.

3.18.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the RFP will be entertained by the Purchaser. In addition, neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Purchaser on account of failure of the Bidder to appraise themselves of local laws and conditions.

3.19 Headings

The headings of conditions hereto shall not affect the construction thereof.

3.20 Last Date for Receipt of Proposal

3.20.1 Proposals will be received by the Purchaser not later than the time and date specified in Chapter 1. In the event of the specified date for the receipt of Proposals being declared a holiday for the Purchaser, the Proposals will be received upto the appointed time on the next working day.

3.20.2 Any Proposal received by the Purchaser after the Bid Due Date and time prescribed by the Purchaser in Chapter 1, will be rejected.

3.20.3 The Purchaser may, at its discretion, extend the Bid Due Date by amending the RFP in accordance with Section 3.7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

3.21 Modification and Withdrawal of Proposals

3.21.1 The subject is detailed in 3.24.17

3.22 Contacting the Purchaser

3.22.1 Purchaser will not entertain any queries regarding this RFP or any related matter from the date of publication of this RFP and the Bid Due Date, except as per Section 3.24. All communications and/ or clarifications to be made by Purchaser will be published on its e-tendering portal only.

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3.22.2 As per Section 3.23, all Bidders must submit an official e-mail address to the Purchaser as part of the Proposal. All communication with the Bidder and the Successful Bidder after the Bid Due Date will be via this e-mail address.

3.22.3 Bidders shall not contact Purchaser on any matter relating to their Proposals, from the time of Proposals submission to the time the Contract is awarded.

3.22.4 Any efforts by a Bidder to influence Purchaser in Proposal evaluation, Proposal comparison or contract Award decisions will result in the rejection of the Proposal.

3.23 Address for Correspondence

The Bidder shall designate the official mailing address, e-mail address, phone and fax number to which all correspondence/communication shall be sent by the Purchaser.

3.24 Pre-bid Meeting

3.24.1 The pre-bid meeting will be held at the address given in Chapter 1.

3.24.2 The date and time of the pre-bid meeting will be as given in Chapter 1.

3.24.3 The Bidder or his Authorised representative(s) is advised to attend pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage by the Bidders in writing.

3.24.4 Bidders are requested to submit any queries/clarification/information pertaining to the RFP in writing delivered through e-mail to the Purchaser's Representative prior to date of pre-bid meeting. The queries/ clarifications must be in the format given in Section 3.4.1.

3.24.5 Queries/ clarifications/ request for information pertaining to the RFP must refer to the specific sections and clauses of the RFP.

3.24.6 Purchaser's responses to Bidder's queries/ clarifications will be furnished during the pre-bid meeting and thereafter on the e-tendering portal. Any modification of the Proposal, which may become necessary as a result of the pre-bid meeting/ queries/ clarifications, shall be conveyed through issue of an Addendum/ Amendment/ Corrigendum to the RFP.

3.24.7 Purchaser is not obligated to respond to all queries.

3.24.8 No queries will be entertained after the pre-bid meeting.

3.24.9 Any changes required to be made to the RFP pursuant to the pre-bid meeting will be placed as a corrigendum on the e-tendering portal.

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- 3.24.10** Preparation and Submission of Proposals is detailed herein.
- 3.24.11** Bidders are advised to submit quotations strictly based on the terms and conditions as stated in Chapter 5 and other requirements contained in the RFP and not to stipulate any deviations.
- 3.24.12** Each Bidder shall submit only one set of documents comprising the Proposal, in the manner stated in Section 3.15
- 3.24.13** The Bidder who submits more than one Proposal will be rejected. Alternative Proposals will not be accepted.
- 3.24.14** All Proposals must be signed by the Authorised Representative.
- 3.24.15** The Bidder is required to go through the RFP and furnish all details required to complete the Proposal. In particular, the Proposal must contain the documents listed in this RFP.
- 3.24.16** The bid process will have the following three parts:

Part I: Qualification for Eligibility

The Bidder must confirm eligibility against all the requirements. This would be a “Pass-Fail” test and only those bidders who meets each of these requirements will be shortlisted as qualified bidders. Technical Proposals of only those bidders who meet the pre-qualification criteria will be opened. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected summarily.

The details submitted, shall include following:

- i. List of documents mentioned in Table 1 of Section 3.8 and Section 3A

Part II: Technical Proposal

Technical proposal (un-priced proposal) shall contain un-priced proposal complete with all technical details as mentioned in Table 2 of Section 3.8 along with the completed forms as also detailed in Chapter 6.

The details submitted, shall include following:

- i. List of documents mentioned in Table 2 of Section 3.8
- ii. Information and documentary requirements stated therein and in Chapter 6.

Part III: Financial Proposal

Financial proposal (Bid Amount) shall be submitted in accordance with Table 3 of Section 3.8, Section 6.3.. All forms requested in Table 3 of Section 3.8 must be provided as also mentioned in Chapter 6.

Bid Amount must not have any conditions attached to it.

Important: Complete Proposal in all respect must be digitally signed by e-token of the Bidder.

3.24.17 E-tendering notes: Accessing/ Purchasing of Bid Documents

Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, NSIC has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

- Prequalification followed by Two Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on ElectronicTendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - Query to NSIC (Optional)
 - View response to queries posted by NSIC
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS

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– Opening of relevant Bid-Part

10. Post-TOE Clarification on ETS (Optional)

– Respond to *NSIC* Post-TOE queries

11. Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant part (ie Financial-Part)
(Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender[®] portal **<https://www.tcil-india-electronictender.com>**, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

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TCIL/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-11-26241790 (Multiple Telephone lines)</i> <i>Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792 (pl. contact in case of emergency during non-working hours)</i>
E-mail ID	<i>ets_support@tcil-india.com</i> <i>[Please mark CC: support@electronicstender.com]</i>

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
 - Prequalification Application
 - *Technical-Part*
 - *Financial-Part*
- *Submission of information pertaining Earnest Money Deposit (EMD)(Original copy of the EMD in the form of a DD).*
- *Submission of digitally signed copy of Tender Documents/ Addendum*

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Contact Persons Name : General Manager (NSSH), NSIC Limited, NSIC
Bhawan, Okhla Industrial Estate, New Delhi-20.

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- Original copy of the EMD in the form of a DD.
- Original copy of the letter of authorization shall be indicated by written power-of-attorney.
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Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter[®] functionality, the contents of both the 'ElectronicForms[®]' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms[®] for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms[®] and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms[®] is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms[®], the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms[®] and the 'Main-Bid', the contents of the ElectronicForms[®] shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Purchaser's Representative in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to NSIC office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through ‘ETS User-Guidance Center’ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take

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appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

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NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Minimum Requirements at Bidder's End

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

Vendors Training Program (optional)

The bidders may contact TCIL in this regard.

3.25 Opening of Proposals

3.25.1 Purchaser will follow a three-stage process of evaluation of the Proposals submitted.

3.25.2 Purchaser will evaluate only those bids received from bidders who qualify as per criteria laid out in Section 4.6 Stage 1.

3.25.3 Purchaser will then evaluate the Technical Proposal as per Section 4.6 Stage 2.

3.25.4 Purchaser will finally open the Financial Proposal of only those Bidders qualifying on the basis of technical criteria.

3.25.5 The Proposals submitted will be opened at the address given in Chapter 1.

3.25.6 Bidders are invited to be present at the time of the opening of the Proposals as per the dates provided in Chapter 1.

3.25.7 The relevant information pertaining to the Proposal, as Purchaser, at its discretion may consider appropriate, will be read out at the time of opening of the Proposals.

3.25.8 Unsolicited clarification to the Proposal and/or change in price during its validity period would render the Proposal liable for outright rejection.

3.25.9 To assist in the examination, evaluation and comparison of Proposals if it becomes absolutely necessary, Purchaser may, at its discretion, ask the Bidder for a clarification of its

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Proposal. The response shall be in writing or email and no change in the price or substance of Proposals shall be sought, offered or permitted.

3.25.10 The Purchaser retains the right to visit the referenced site submitted for evaluation as per technical criteria 2 to 5 and interface with senior level functionaries to establish veracity of the projects submitted. Such visit should be enabled by the Bidder without any extra cost. However, the cost for travel/ stay by the Purchaser team will be borne by the Purchaser.

3.26 Evaluation of Bids

3.26.1 The process for evaluation of the bids is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the Purchaser has adopted.

3.26.2 Evaluation Methodology

The Evaluation Methodology proposed to be adopted by the Purchaser will be Combined Quality Cum Cost Based System (CQCCBS) method of evaluation where Technical Bid Score will get a weightage of 80% and Financial Bid Score a weightage of 20%. The Proposal, that obtains the highest Total Score (T S) value, will be rated as the best evaluated Proposal.

3.26.3 Evaluation Process:

The evaluation process as detailed in RFP shall comprise of the following stages:

- a) Stage 1: Evaluation as per the Eligibility Criteria based on documents submitted as stated in Section 4.6 Stage 1.
- b) Stage 2 : Evaluation as per the Technical Criteria, Technical Presentation and Discussions with the key personnel proposed for the Project in the Technical Bid as stated in Section 4.6 Stage 2.
- c) Stage 3: Evaluation of the Financial proposal and finalizing CQCCBS score.

3.26.4 Evaluation of Technical Bid

- a) Prior to the evaluation and comparison of Proposals, Purchaser will determine substantial responsiveness of each Proposal to the RFP documents. A substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP

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without material deviations or reservations. Purchaser's determination of Proposal's responsiveness is to be based on the contents of the Proposal itself without recourse to the extrinsic evidence.

b) A Proposal determined as substantially non-responsive will be rejected by Purchaser and may not subsequently be allowed to be made responsive by the Bidder by correction of the non-conformity.

c) A Proposal shall be considered non-responsive and rejected, if deviations are made to the following provisions of RFP by the Bidder:-

i. Scope of Work and Completion Period/ Timeline as specified in the RFP in Chapter 4.

ii. Period of validity of Proposals as per Section 3.14.

iii. Force Majeure as per Section 5.39

iv. Resolution of Dispute/ Arbitration as per Section 5.33

v. Schedule of Payments specified in Section 5.22

vi. Any advance sought by the Bidder.

vii. Any other condition(s) specifically stated in the RFP document elsewhere that non-compliance of the clause leads to rejection of the Proposal.

d) The Technical Evaluation of the responses of the Bidders will be evaluated, based on Technical criteria as per Section 4.6 in this RFP.

e) The Technical evaluation shall involve:

i) Evaluation of the Technical Bids

ii) Technical presentation by Bidders. The objective of this step is to give bidders the opportunity to explain the proposed approach and enable the purchaser to gain more information about the bidders, their proposed solution and ascertain deployment of the manpower capabilities of the entire team towards their ability to deliver the project as required in the RFP.

iii) Technical discussions with the Key Professional Staff proposed for the Project in the Technical Bid.

f) Marks will be awarded as per Section 4.6 Stage 2.. The maximum total marks are 100.

g) The minimum technical score for qualification is 60% of the total 100 marks allotted for technical evaluation. In addition, the bidder must score at least 70% in criterion:

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Profile of Key Professional Staff. The bidders who do not meet the above two criteria will be technically disqualified and will not be considered for financial evaluation.

h) Proposals not conforming to technical requirements as mentioned in Section 4.6 will be rejected.

i) Conditional Proposals will be liable for rejection.

j) Evaluators of Technical proposals shall not have access to the Financial proposals. Financial proposals of acceptable Bidders shall be opened only after carrying out the technical evaluation in full conformity with the provisions of the RFP.

k) The Purchaser may use the services of an Evaluation Committee for Technical Evaluation.

l) The Purchaser reserves the right to waive any of the technical specification during Technical Evaluation if in NSIC's opinion it is found to be minor/ deviation or acceptable deviation.

m) Technical scoring will be done as detailed in Section 4.6. Such scores recorded out of 100 marks will be a proportion to 80 % of that score.

n) For example: If bidder A gets 80 marks in technical evaluation, bidder A will score 64 out of 80. If bidder B gets 60 marks in technical evaluation, accordingly his score will be 48 out of 80.

3.26.5 Evaluation of Financial Proposals

a) The Purchaser will notify the Bidders that have secured the minimum qualifying mark, to enable the Bidders to attend the opening of the Financial proposals on the date given in Chapter 1.

b) If there is a discrepancy between words and figures, the amount in words will prevail.

c) Relevant price information and the rates/charges shall be quoted in Indian Rupees (INR) only.

d) The Financial proposal shall be opened by the Purchaser through the Evaluation Committee/ its officials and in the presence of representatives of the bidder. The bidder who has quoted the lowest will be given 100% of marks in financial evaluation and the other bids will be given percentage of marks that are inversely proportional to their prices.

e) For example: If bidder A quotes 50 lakhs which is the lowest price quoted, then the bidder will score 100% marks in financial evaluation i.e. 20 marks. If bidder B quotes 100, bidder B will score percentage which is inversely proportional to the lowest Financial bidder, i.e. Bidder B gets $(50/100)*20=10$ marks in financial evaluation.

3.26.6 Combined Quality and Cost Evaluation

a) The overall score will be calculated as weighted score of technical and financial i.e. 80% as technical score + 20% as financial score. The bidder having the maximum overall score (i.e. 80% of technical score + 20% of financial score) shall be ranked as H-1 bidder.

For example: If a bidder has a technical score of 80 and quotes the lowest financial bid, the total score would be = 80% of 80 + 100% of 20 = 64+20= 84.

b) No commitment to accept lower or any bid:

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Purchaser may abort the entire process at any stage without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for Purchaser's action.

c) Contacting Purchaser

- i. No bidder shall contact Purchaser on any matter relating to its Proposal, from the time of opening of Financial proposal to the time the Contract is awarded.
- ii. Any effort by a bidder to influence Purchaser's decision on Proposal evaluation, Proposal comparison or contract award may result in the rejection of the bidder's Proposal.

d) Award of Contract: The Proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by proposal securing lesser marks as H-2, H-3 etc. The bidder scoring the highest combined marks (H1) will be awarded the Contract. In the event two or more Proposals have the same score in the final ranking, The Proposal with the higher technical score shall be ranked first.

e) The name of the Successful Bidder will be published on the Purchaser's website.

3.27 Clarifications

When deemed necessary, during the Proposal Evaluation process, the Purchaser may seek clarifications or ask the Bidders to make Technical presentations on any aspect(s) from any or all the Bidders. However, that would not entitle the Bidder(s) to change or cause any change in the substance of the bid submitted or price quoted.

3.28 Post Qualification and Award Criteria

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3.28.1 The best evaluated Proposal according to CQCCBS scoring will be considered first for award of contract by the purchaser.

3.28.2 The Purchaser will award the Contract to the Successful Bidder whose bid has been determined as the best evaluated Proposal as per the evaluation criteria defined in this RFP, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

3.28.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Proposal, in which event; the Purchaser will proceed to the next Best Evaluated Proposal to make a similar determination of that Bidder's capabilities to perform satisfactorily. Purchaser's Right to Vary Scope of Contract at the time of Award

3.28.4 The Purchaser may at any time, by a written order given to the Bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.

3.29 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

3.29.1 The Purchaser reserves the right to accept any Proposal, and to annul the Bid process and reject all Proposals at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

3.29.2 The Purchaser reserves the right to negotiate the financials with the selected Bidder and seek revised financial proposal.

3.30 Notification of Award

3.30.1 Prior to the expiration of the period of bid validity, pursuant to Section 3.14, the Purchaser will notify the Successful Bidder by an email sent to the official email of the Bidder that its Proposal has been accepted.

3.30.2 The notification of award will constitute the formation of the Contract.

3.30.3 Upon the Successful Bidder's furnishing of performance security pursuant to Section 3.34, the Purchaser may notify each unsuccessful Bidder and will discharge its EMD, pursuant to Section 3.13.

3.31 Signing of Contract

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3.31.1 At the same time as the Purchaser notifies the Successful Bidder that its Proposal has been accepted, the Purchaser will send the Bidder the Contract Form (Section 7) provided in the RFP, incorporating all agreements between the parties.

3.31.2 Within 7 days of receipt of the Contract Form, the Successful Bidder shall sign and date the Contract and return it to the Purchaser.

3.32 Performance Security

3.32.1 Within 7 days of the receipt of notification of award from the Purchaser, the Successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the form of a Contract Performance Bank Guarantee as per the format prescribed at Section 6.8.

3.32.2 Failure of the Successful Bidder to comply with the requirement of Section 3.34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may award the Contract to the next best evaluated Bidder or call for new Proposal.

3.33 Confidentiality during the bidding process

3.33.1 Information relating to evaluation of Proposals and recommendations concerning awards shall be disclosed to the Bidders who submitted the Proposals to the extent mentioned in the RFP and the same shall not be disclosed to other person(s) not officially concerned with the process, until the award of Contract.

3.33.2 The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of Purchaser's fraud and corruption policy.

3.34 Bidder related conditions

3.34.1 The Bidder shall prepare the Proposals based on details provided in the RFP. It must be clearly understood that the details that are included in the RFP are intended to give the Bidder an idea about the scope and magnitude of the work and are not in any way exhaustive and guaranteed by Purchaser.

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3.34.2 The Bidder is expected to ensure that the solution proposed by him meets the conceptual design, performance requirements and other requirements in the RFP. Performing of any activity required to design an optimal solution shall be at Bidder's own cost.

3.34.3 The Bidder must propose a team best suited to meet the requirements of the Purchaser.

3.34.4 If at any stage during the currency of the Contract, the team proposed does not help to meet the conceptual design, performance requirements/timelines, and other requirements of RFP, the Bidder shall replace the team proposed by the Bidder in his Proposal in order to meet the said objectives/targets. All such provisions shall be made by the Bidder within the contract price, at no extra cost to the Purchaser and without any impact to the Purchaser whatsoever.

3.35 Availability of Key Professional Staff/Experts

3.35.1 The Consultant shall not be allowed to substitute Key Professional Staff member(s) given in the Proposal after the Bid Due Date.

3.35.2 If it is established that Key Professional Staff were included in the Proposal without confirming their availability, the firm may be disqualified.

3.35.3 During execution of the Contract, if for unavoidable reasons, the Consultant proposes substitution of a member of Key Professional Staff, the same may be allowed by the Purchaser, without any prejudice to the timelines. However, in such a situation also, the Key Professional Staff member(s) proposed for substitution shall have qualifications and experience equal to or better than the Key Professional Staff member(s) earlier working for the assignment, and must be approved by Purchaser.

3.35.4 In case of requirement of any professional staff/ expert beyond the contract period of 39 months, upto a maximum of 12 months, the Bidder is obliged to provide the same at the cost indicated in the financial proposal (Section 6.3) for the required period stated by the Purchaser.

3.36 Consortium/Subcontracting related conditions

The Bidder will have sole responsibility for execution of the Terms of Reference, as specified in Chapter 4 of this RFP. No Consortium formation or subcontracting with other firms will be allowed for submission of the Proposal. However, the bidder may deploy individual experts, who are subcontractors of the bidder, for execution of particular activities under Terms of Reference.

3.37 Rejection Criteria

Besides other conditions and terms highlighted in the RFP, Proposals may be rejected under following circumstances:

3.37.1 General Rejection Criteria

- a) Proposals received through Post/ Fax /Email.
- b) Proposals which do not confirm unconditional validity of the bid as prescribed in the RFP.
- c) If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process
- d) Any effort on the part of a Bidder to influence the Purchaser's Proposal evaluation, Proposal comparison or contract award decisions
- e) Proposals received by the Purchaser after the Bid Due Date prescribed by the Purchaser, under Section 3.20.
- f) Proposals without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

3.37.2 Technical Rejection Criteria

- a) Technical proposal containing financial proposal.
- b) Failure to furnish all information required by the RFP or submission of a Proposal not substantially responsive to the RFP in every respect.
- c) Bidders not quoting for the complete Scope of Work as indicated in the RFP, addendum (if any) and any subsequent information given to the Bidder.
- d) If the Proposal does not confirm to the timelines indicated in the RFP.
- e) Bidder's absence from Technical Proposal presentation
- f) Failure to adhere to the Submission Forms specified for Technical Bid response.

3.37.3 Financial Rejection Criteria

- a) Incomplete Financial proposal
- b) Financial proposal that do not conform to the format.

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- c) Financial proposals in any currency other than Indian Rupees

3.38 Undertaking to be Filled, Duly signed and submitted along with the Technical Proposal

An Undertaking on the letterhead of the Bidder is required to be submitted as per the enclosed format (Chapter 6) regarding non-involvement of any other entity or Government of India in respect of the present Contract.

3.39 Submission of Forged Documents

3.39.1 Bidders are required to furnish the complete and correct information / documents required for evaluation of their Proposals. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Proposals and forfeiture of EMD.

3.39.2 In case, the information / document furnished by the Consultant forming basis of evaluation of his Proposal is found to be false /forged after the notification of award or signing of Contract, Purchaser shall have full right to terminate the Contract and get the remaining job executed at the risk & cost of such Consultant without any prejudice to other rights available to Purchaser under the Contract such as forfeiture of Performance Guarantee, withholding of payment etc.

3.39.3 In case this issue of submission of false document comes to the notice after execution of work, Purchaser shall have full right to forfeit any amount due to the Consultant along with forfeiture of Performance Guarantee furnished by the Consultant.

3.39.4 Further, such Consultant shall be put on Purchaser's blacklist, debarring it from future business with Purchaser.

3.40 Conflict of Interest

3.40.1 Purchaser requires that Consultant provide professional, objective, and impartial advice and at all times hold Purchaser's interests paramount, strictly avoid conflicts of interest with other assignments/job or their own corporate interests and act without consideration for future work.

3.40.2 Without limitations on the generality of the foregoing, Consultants, and any of their affiliates, will be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

3.40.3

a) **Conflicting Activities:** A firm that has been engaged by the Purchaser to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

b) **Conflicting Assignments:** A Consultant or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with this or another assignment of the Purchaser.

c) **Conflicting Relationships:** A Consultant that has a business or family relationship with a member of the Purchaser's staff who is directly or indirectly involved in any part of:

- i. The preparation of the Terms of Reference of the Assignment/job;
- ii. The selection process for such Assignment/job; or
- iii. Supervision of the Contract may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Purchaser throughout the selection process and the execution of the Contract.

d) Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Purchaser, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.40.4 No agency or current employees of the Purchaser shall work as Consultants under their own ministries, departments or agencies.

3.40.5 Unfair Advantage: If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Purchaser shall make available to all other Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

3.41 Fraud and Corruption

3.41.1 It is required that Consultants participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Purchaser:

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- a) defines, for the purpose of this paragraph, the terms set forth below as follows:
- i.** “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or another party in the selection process or in contract execution;
 - ii.** “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii.** “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
 - iv.** “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- b) will reject a proposal for award, if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

3.41.2 The Consultants shall be aware of the provisions on fraud and corruption.

CHAPTER 4

Terms of Reference

The chapter addresses the following

- a) Overview of scope of work based on requirements of National Scheduled Caste and Scheduled Tribe Hub (NSSH) : This section provides the context and rationale for the services expected from the Consultant firm.
- b) Payment schedule and Timelines: This section provides the payment schedule and timelines.
- c) Key Professional Staff: This section provides the requirements of the key professional staff
- d) Eligibility Evaluation, Technical Evaluation and Financial Evaluation: This section provides the break-up of the marks according to which the Bidder would be evaluated.
- e) Forms: Formats are provided for each respective evaluation criteria which are to be filled by the bidder for the purpose of evaluation. This section provides the format for the Technical Forms to be filled by the Bidder for the purpose of technical evaluation.

4.1 Overview of scope of work based on NSSH requirements

The Project is expected to be completed by end of financial year 2019-20. The overall scope of the project envisages the team of consultants provided by the successful bidders taking the NSSH Project forward. The scope broadly covers the functions listed below. It is to be noted that this list of functions is representative and not exhaustive. The functions of the Hub will be governed by the guidelines of National SC/ST Hub issued vide office memorandum no.F.16(2)2016-SME Dated 25.7.2016 and the consequent directives thereafter and those that may be published from time to time :

Function 1 :

Facilitating Participation of SC/ST entrepreneurs in public procurement by Central Ministries, CPSEs and State by Organizing by organizing state/ regional level meetings with the industry associations from time to time.

1. Background

- i. Government of India has introduced a Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 which is notified under MSMED Act 2006. It has come into force with effect from 1st April 2012. Under the Policy, every Central Government Ministries, Departments and Public Sector Undertakings shall procure minimum of 20 per cent of their total annual value of goods or services from Micro and Small Enterprises every year with effect from 01-04-2015 onwards. Out of 20 per cent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 per cent (i.e., 4 per cent out of 20 per

cent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs.

- ii. The following is laid down in PP Policy in respect of price quotations:
 - a. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply **at least** 20 per cent of total tendered value.
 - b. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity).
- iii. The Ministries or Departments or Public Sector Undertakings shall also prepare Annual Procurement Plan for purchases and upload the same on their official website so that Micro and Small Enterprises may get advance information about requirement of procurement agencies.
- iv. **Enhancing participations of Micro and Small Enterprises including those owned by Scheduled Castes or Scheduled Tribes in Government procurements.** — For enhancing participation of Scheduled Castes or Scheduled Tribes in Government procurement, the Central Government Ministries, Departments and Public Sector Undertakings shall take following steps, namely:-
 - a. Special Vendor Development Programmes or Buyer-Seller Meets shall be conducted by Departments/Public Sector Undertakings for Scheduled Castes or Scheduled Tribes;
 - b. Outreach programmes shall be conducted by National Small Industries Corporation to cover more and more Micro and Small Enterprises from Scheduled Castes or Scheduled Tribes under its schemes of consortia formation; and
 - c. National Small Industries Corporation shall open a special window for Scheduled Castes or Scheduled Tribes under its Single Point Registration Scheme (SPRS).
- v. Although the overall of MSEs in public procurement in 2015-16 was 27%, the share of SC/ST owned units was just 0.5%.

2. Objectives

- i. To help SC/ST owned units achieve their share of at least 4% of total procurement being made by Central/State Governments, CPSEs and other government agencies.
- ii. To prepare a strategy for intervention with buying organizations.
- iii. To prepare strategy for intervention through industry associations to sensitize, encourage and enable the SC/ST owned units for participation in Public Procurement Process.

- iv. To design the intervention models, types, numbers with mechanism to monitor the efficacy of each.
- v. Facilitating SC/ST Entrepreneurs' participation in Public Procurement through the e-platform of DGS&D and monitoring the progress
- vi. Facilitating SC/ST Entrepreneurs in getting the mentoring support by specific CPSE matching the products / services of such Entrepreneurs.
- vii. Aggregation of ST Enterprises for undertaking supplies to CPSEs through Tribal Cooperative Marketing Development Federation of India Limited (TRIFED) and Organizations nominated by State Govts. dealing with Tribals.

3. General Expectations

- i. Preparation and implementation of strategy to encourage participation of SC/ST owned units in procurement processes of Central Government, its Departments and Public Sector Undertakings as per the mandate of the Public Procurement Policy 2012 i.e. at least 4% of the total procurement made by Central Government Ministries, Departments and Public Sector Undertakings should be from SC/ST owned enterprises.
- ii. The share of SC/ST owned units in public procurement should reach 1% by 2016-17, 2% by 2017-18 and 4% by 2018-19. The target of 2019-20 should not only be to maintain the 4% share but also to exceed the same.
- iii. Develop approach and methodology to create a master data (product/service matrix) of buying agencies and its mapping with the supplier data i.e. MSME Databank and there after implement the same. Study for sector-wise analysis and recommendations to SC/ST owned units.
- iv. Identifying, through selection criteria, agencies including industry associations for carrying out the interventions i.e. VDPs and Buyer-Seller Meets etc. to achieve the objective with measurement and financial model.

Function 2 :

Collection, collation and dissemination of information about SC/ST enterprises by engaging agencies and also through branch offices of NSIC/MSME-DIs.

1. Background

- i. The Udyog Aadhaar Memorandum (UAM) is the only prevailing means of registering an MSME in India as per the MSMED Act-2006. It has more than 11 lakh MSME units registered since inception in September-2015 till July-2016 and out of which about 1.5 lakh units currently belong to SC/ST category. Unit level data under UAM is available.
- ii. Prior to UAM, Entrepreneurs' Memorandum (EM -II) filed with the office of concerned General Manager at the District Industries Centre (DIC) was the means of registration for MSMEs. There were 21.96 lakh units who filed EM-II during 2007-2015 out of which around 2 lakh units may be belonging to SC/ST category. Unit level data is not available for all units with EM-II.

- iii. The system of SSI registration was prevalent before 2007 and 15.63 lakh units have been issued such registrations. Considering this to be an old data, many units with SSI registrations by now would either be closed or would have upgraded to EM-II/UAM. It is estimated that around 0.25 lakh SC/ST owned units may still be functional and require to be brought to UAM.
- iv. The current information about the units available in the UAM data is the latest but on bare minimum parameters. Accordingly, an MSME databank (www.msmedatabank.in) has been created with a view to gather information about an MSME unit on a much larger set of parameters. The MSME databank therefore needs to be enriched. As on date, the MSME Databank has only 334 entries of SC/ST owned enterprises.
- v. The UAM data is growing with the passage of time and the immediate priority for NSSH is to bring the units in UAM on to the MSME Databank. Simultaneously, the task of bring on board the MSME databank would continue for units having EM-II/SSI registrations and not yet upgraded to UAM. The size of data in SSI registration and EM-II registration is fixed. The unit level data on EM-II and SSI registrations is not available centrally but is available with respective State/UT governments. This legacy data may not be available in soft form.
- vi. It is equally important that the data available with MSME databank gets disseminated to all bulk buyers from the Central/State Governments, Departments and CPSEs.

2. Objectives

- i. To have a consolidated data of SC/ST owned enterprises updated on MSME Databank.
- ii. Ensure availability of data of MSME units owned by SC/STs with CPSEs, Industry Associations and all bodies at large.
- iii. To develop methodology and model for collecting and collating data of SC/ST owned units by engaging Agencies under filed offices of NSIC and MSME-DIs.
- iv. To develop a financial model for executing the above.

3. General Expectations

- i. Preparation and implementation of strategy to encourage registration of SC/ST owned units in UAM database by way of filing UAM through field level activity.
- ii. Preparation and implementation of strategy for collection of detailed data on SC/ST owned units registering them in www.msmedatabank.in through filed level activity. This would include implementation and strategy for approaching industry associations to gather the data available with them of SC/ST owned MSMEs and collate the same in MSME Databank through filed level activity
- iii. Preparation and implementation of strategy for publicity and dissemination of this data so as to make the same available to buying agencies i.e. Central / State governments and CPSEs by adopting global best practices.

- iv. Design and implement monitoring and control system to achieve entry of data of 1.5 lakh SC/ST owned units, presently having UAM, in MSME Databank and also for mobilization of SC/ST owned units available in legacy data to file UAM; thereafter the details of such units are added in MSME databank.
- v. To maintain the MSME Databank updated with respect to data of SC/ST owned units being added in UAM database with a maximum time lag of three months. Alongside devise a delivery model for dissemination of this information with the target beneficiaries namely the Central and State Governments, CPSEs and State owned PSEs at plant level i.e. wherever purchase decisions are undertaken.

Function 3 :

Capacity building among existing & prospective entrepreneurs, skill training, EDPs through identified well established incubation centres and other institutions in India.

1. Background

- i. MSMEs in India are mostly of proprietorship in nature and the entrepreneurs in the sector are working as the jack of all trades. This problem gets further amplified in enterprises owned by SC/ST entrepreneurs. While the government, as a bulk buyer, is making policy interventions to ensure that SC/ST owned enterprises are given a fair share in the public procurement policy, it is equally important for such enterprises to be able to adopt the applicable best practices and the latest skills.
- ii. The majority of the workforce in SC/ST owned enterprises is unskilled or semi-skilled. There exists an acute need to identify and improve the skill sets of SC/ST entrepreneurs as well as the workforce employed with them.
- iii. Entrepreneurship is abysmally low in the SC/ST population of the country and the same needs to be addressed by providing incubation opportunities to prospective SC/ST entrepreneurs. Besides channelizing youth vigour to productive purposes, youth involvement in entrepreneurial activities would have a multiplier effect in uplifting the SC/ST community from being takers to becoming givers.

2. Objectives

- i. To enable existing and prospective entrepreneurs through interventions and development programmes of Central/State Govts.
- ii. Such programmes would cover technology, commerce, finance, management, information technology, behavioural science and other key areas to improve organizational delivery at SC/ST owned enterprises.
- iii. To study, advise and adopt the global best practices with adoption methodologies/practices with reference to MSME sector in India.
- iv. To enable SC/ST Entrepreneurs getting access to incubation facilities in various institutions set up with grant from Govt. of India.

3. General Expectations

- i. Preparation and implementation of strategy to enable the SC/ST owned enterprises adopt the global best practices applicable to MSMEs in India. .
- ii. Preparation and implementation of strategy for identification of global best practices and the identification of skill providers, training institutions and incubation centres across India through which the SC/ST entrepreneurs would be exposed to the global best practices and provided trained in identified disciplines.
- ii. Devise approach and methodology to identify the applicable best practices which the SC/ST entrepreneurs should adopt. To devise approach and methodology to identify a network of training providers, incubators and other institutions thorough which the capacity building programmes could be delivered to SC/ST enterprises.
- iv. Devise approach and methodology to mobilize the SC/ST enterprises to come forward and avail various interventions of capacity building and have a measurement and control system.

Function 4 :

Vendor development, National Manufacturing Competitiveness Programme (NMCP) for SC/ST enterprises, Credit Linked Capital Subsidy Scheme (CLCSS) for SC/ST enterprises

1. Background

- i. The following Schemes are presently being implemented by the Ministry of MSME for existing MSMEs:
 - a. National Manufacturing Competitiveness Programme (NMCP) by o/o DC-MSME
 - b. Credit Linked Capital Subsidy Scheme (CLCSS) by o/o DC-MSME
 - c. Single Point Registration Scheme (SPRS) by NSIC Ltd. a CPSE under Ministry of MSMEs

The detailed guidelines of these schemes are available on <http://dcmsme.gov.in> and <http://www.nsic.co.in>

- ii. National Manufacturing Competitiveness Programme (NMCP) was launched in 2005 with an objective to support the Small and Medium Enterprises (SMEs) in their endeavour to become competitive. NMCP has the following components:
 - a. Lean Manufacturing Competitiveness Scheme for MSMEs;
 - b. Promotion of Information & Communication Tools (ICT) in MSME sector;
 - c. Technology and Quality Up gradation Support to MSMEs;
 - d. Design Clinics scheme for MSMEs;
 - e. Enabling Manufacturing Sector to be Competitive through Quality Management Standards (QMS) and Quality Technology Tools (QTT);
 - f. Marketing Assistance and Technology Up gradation Scheme for MSMEs;
 - g. National campaign for building awareness on Intellectual Property Rights (IPR);

- h. Support for Entrepreneurial and Managerial Development of SMEs through Incubators.
 - i. Bar Code under Market Development Assistance (MDA) scheme.
- iii. The **Credit Linked capital Subsidy Scheme (CLCSS)** aims at facilitating technology up-gradation by providing 15 per cent upfront capital subsidy up to a maximum cap of ₹ 15.00 lakhs (i.e., maximum investment in approved machinery Rs 1.00 crore) to MSE units including tiny, khadi, village and coir industrial units on institutional finance availed by them for induction of state-of-the-art or near state-of-the-art technology for up-gradation of the present technology level to a substantially higher one involving improved productivity, and/or improvement in quality of product and/or improved environmental condition including work environment. It would also include installation of improved packaging technique as well as anti-pollution measures, energy conservation machinery, in-house testing and on-line quality control. Presently, the Scheme facilitates subsidy to 51 sub-sectors/products including Khadi and Village Industries. As the Scheme progressed, the list of products/sub-sectors has been expanded by inducting new technologies/products/sub-sectors.
- iv. The Government is the single largest buyer of a variety of goods. With a view to increase the share of purchases from the small-scale sector, the Government Stores Purchase Programme was launched in 1955-56. NSIC registers Micro & small Enterprises (MSEs) under Single Point Registration scheme (SPRS) for participation in Government Purchases. The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under “Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012” .The units under SPRS also get the Tender Sets free of cost and are exempt from payment of Earnest Money Deposit (EMD).

2. Objectives

- i. To enable existing SC/ST entrepreneurs get benefits under these Schemes.
- ii. To suggest modifications in these existing schemes, specifically to cater to for SC/ST enterprises, both in terms of increased scale of assistance as well as changes in eligibility criteria.

3. General Expectations

- i. Preparation and implementation of strategy to enable a much larger number of SC/ST owned enterprises coming forward and availing schemes of NMCP, CLCSS and SPRS.
- ii. Develop approach and methodology to modify the existing schemes of NMCP, CLCSS and SPRS exclusively for SC/ST entrepreneurs and also to identify and mobilize suitable beneficiaries from SC/ST enterprises to avail these schemes with a measurement and control system.

Function 5 :

Marketing Assistance

1. Background

- i. The Ministry of MSME, its attached office (o/o DC MSME), autonomous organization (KVIC) and CPSE (NSIC) are implementing various schemes with theme marketing assistance. Such schemes provide varied nature of financial support, in the form of subsidy, to micro and small enterprises. The nature of activities covered in these schemes are participation in exhibitions in India/abroad, business delegations abroad and holding International seminars and conferences in India.
- ii. All these schemes have varied patterns of assistance and components. It is envisaged to design and implement an umbrella scheme by the name of Marketing Assistance Scheme for SC/ST Entrepreneurs under NSSH.

2. Objectives

- i. To enhance marketing capabilities & competitiveness of the target MSMEs.
- ii. To showcase the competencies of target MSMEs.
- iii. To update target MSMEs about the prevalent market scenario and its impact on their activities.
- iv. To provide platform to MSMEs for interaction with large institutional buyers.

3. General Expectations

- i. Preparation and implementation of strategy to enable a much larger number of SC/ST owned enterprises coming forward and availing the marketing assistance scheme for promoting their business in India and abroad.
- ii. Develop approach and methodologies to marketing needs of SC/ST owned MSMEs and accordingly propose a Marketing Assistance Scheme for SC/ST Entrepreneurs and to identify and mobilize suitable beneficiaries from SC/ST enterprises to avail the proposed Scheme with a measurement as well as financial control system

Function 6 :

Mentoring and Handholding Support involving States and Associations including through third party agencies.

1. Background

- i. The objective of Stand-Up India initiative of the government is to facilitate bank loans between Rs 10 lakh and Rs 1 Crore to at least one Scheduled Caste (SC) or Scheduled Tribe (ST) borrower and at least one woman borrower per bank branch for setting up a Greenfield enterprise. This enterprise may be in manufacturing, services or the trading sector. In case of non-individual enterprises at least 51% of the shareholding and controlling stake should be held by either an SC/ST or Woman entrepreneur.

- ii. The existing SC/ST entrepreneurs also need mentoring and support in running and expanding their scale of operations.

2. Objectives

- i. To leverage stand-up India initiative exclusively for new/aspiring SC/ST entrepreneurs.
- ii. To extend mentoring & handholding to existing SC/ST entrepreneurs involving ex-bankers, industrialists, states, industry associations including through third party agencies.
- iii. Facilitating credit linkages for SC/ST Entrepreneurs.

3. General Expectations

- i. All aspiring and existing SC/ST entrepreneurs may be offered mentoring & handholding services.
- ii. Report on approach and methodologies to create a linkage between NSSH and www.standupmitra.in (Portal for Stand-up India) for SC/ST Entrepreneurs.
- iii. Report on approach and methodology to create a country-wide network of mentors for the existing SC/ST enterprises. The work would include laying down selection criteria for mentors and mentees, define the of areas including credit facilitation for mentors and define success criteria for mentorship

Function 7 :

Awareness Generation and publicity of the scheme through print media and electronic media through the professional agencies.

1. Background

- i. Various activities and interventions under NSSH would be carried out under Function 1 through 6 during the next three and a half years till 2020.
- ii. It is important to reach out to the public at large including the target beneficiaries about all the developments under NSSH.
- iii. It is envisaged to provide wide and sustained publicity of NSSH through print and electronic media.

2. Objectives

- i. To ensure publicity and awareness of all activities and interventions under NSSH to the target beneficiaries i.e. SC/ST population of the country especially among the existing or aspiring entrepreneurs.
- ii. To prepare success stories under various interventions of NSSH for wider circulation of the same in print and electronic media.

3. General Expectations

- i. It is envisaged to spread the awareness of NSSH initiative among general public, target groups and Industry.

- ii. A media consulting firm may be subcontracted for this work to have an optimal mix of media that includes news print, brochures, TV ads, FM radio jingles, outdoor, online etc.
- iii. Develop a Media Strategy for achieving the objective and appoint a Media Consulting Firm for implementing the media strategy for the entire duration of assignment. Develop measurement as well as financial measurement system.

4.4 Time lines and Payment Schedule

The project will start immediately after signing of the contract and is expected to be completed by end of financial year 2019-20. Should it be necessary, the engagement as per the contracted terms may be extended by one more financial year. The quantum of resources required may vary with time and Purchaser shall notify the Contractor of the same. Payments shall be made on the basis of actual deployment of team. The bills shall be raised at the end of every quarter starting 31.12.2016.

4.5 Team Profile and Key Professional Staff

The team deployed at NSSH will comprise of Consultants defined as Key Professional Staff having specific domain experience and other consultants who are professionally qualified and experienced as under. All the consultants deployed on the project will work on full time basis at the office and premises of NSSH. They will be governed by the office timings, work days, biometric attendance marking and all other processes and rules at NSSH. The period of deployment will be from date of Contract till end of financial year 2019-20.

While the profiles are representatives of the Consulting resources, it may be noted that experience related to academic/research will not be considered as part of the overall experience. The consultant is expected to indicate the experience only with respect to business, industry and government projects.

4.5.1 The Minimum experience is indicated. Consultants with higher experience may be preferred but should be of age 40 or below for roles at serial 2 to 6 and 45 years or below for role at serial 1 in the table below:

Key Profiles - Consulting resources required for the project		
While specifics for respective roles are detailed below, it is expected that each candidate shall demonstrate professional integrity by modelling the GoI/GFR values and ethical standards.		
1.	Position	Project Management
a)	Role and responsibility	<ul style="list-style-type: none"> • Act as single point of contact for review meetings with NSIC (Purchaser) • Responsible for deployment of Project Governance and Procedures in consultation with Purchaser • Responsible for successful delivery of deliverables which will be defined from time to time; also budgeting and forecasting.

		<ul style="list-style-type: none"> • Oversee all transition and scaling activities • Responsible for agreeing upon necessary macro-level inputs from Purchaser • Responsible for allocating resources, forecasting and demand management of services for Purchaser during phases of the project after securing approval from Purchaser. • Own and be responsible for all policies and procedures implemented by Consultant with due quality assurance and diligence. • Participate in all fortnightly/monthly project meetings and project review meetings
b)	Qualification	<ul style="list-style-type: none"> • Post-Graduate in Management/Economics
c)	Experience	<ul style="list-style-type: none"> • Overall experience of minimum 10 years • Experience of working with State or Central Govt; should have at least 5 years' experience of working for the government sector project as Project Lead. • Should have experience of leading a team of minimum 10 members.
2.	Position	Strategy Development and Vendor Development
a)	Role and responsibility	<ul style="list-style-type: none"> • Leading discussions with industry associations, PSUs, government bodies and other associated bodies • Develop overall strategy for the NSSH and for achieving the overall objectives. • Develop implementation strategy and deploy for pan India. • Develop strategy for linkages of enterprises with the PSUs • Develop overall framework for vendor development • Develop marketing strategy which shall include the B2B meetings, workshops etc.
b)	Qualification	<ul style="list-style-type: none"> • Post-Graduation in Management
c)	Experience	<ul style="list-style-type: none"> • The expert should have at least 10years of experience in development/facilitation/strengthening projects of similar complexity and size. • The expert should have experience of working in at least one project related to vendor development/development of incubation centre/Common facility centre/providing marketing linkages like in MSME or similar
3.	Position	Capacity Building
a)	Role and responsibility	<ul style="list-style-type: none"> • Develop strategy for capacity building by understanding current status and desired objectives and therefore the interventions proposed • Assess the training need and develop a capacity building plan for identified entrepreneurs and enterprises • Develop internal capacity building mechanism and training programmes to the identified staff • Develop performance monitoring mechanism and KPIs for the trainers and organisations providing training

		<ul style="list-style-type: none"> Review the institutional mechanism and fund flow pattern of the department Assess the organization capabilities and roles and responsibilities Recommend institutional mechanism in keeping with the above
b)	Qualification	<ul style="list-style-type: none"> Post-Graduation in Management; preferably with HR as elective
c)	Experience	<ul style="list-style-type: none"> The expert should have at least 10 years of experience in conducting capacity building and training programs The expert should have at least 5 years of experience in organizational structuring and institutional strengthening The expert should have experience of working in one institutional strengthening, organizational structuring and capacity building project for Central/State Government/PSU
4.	Position	Procurement Management
a)	Role and responsibility	<ul style="list-style-type: none"> Responsible for covering desired services for procurement from SC/ST Entrepreneurs Study and understand the procurement processes of the PSUs and vendors Enable procurement process amongst the SC/ST enterprises and buying agencies Facilitate enterprises on public procurement and its linkages with the CPSEs in regular intervals Design tender and contract documents and provide procurement management support. Thereafter monitor performance
b)	Qualification	<ul style="list-style-type: none"> Post-Graduation in Management
c)	Experience	<ul style="list-style-type: none"> Overall experience of 10 years in procurement, policy adoption programmes, procurement as per GFIR Rules; preferably for procuring services of over Rs. One crore. The expert should have experience of preparation of monitoring and evaluation system.
5.	Position	IT Management, Monitoring and Evaluation
	Role and responsibility	<ul style="list-style-type: none"> Responsibility for deriving the criteria road map for NSSH. Responsible for designing the overall architecture and that of portal of NSSH. Responsible for laying /specification for requirement for all system, MIS etc. to enable initiate procurement & sub contracting. Responsible for bid Management for RFP for IT System. Responsible for managing data capture, transition Management & operations for smooth functioning of IT System
b)	Qualification	<ul style="list-style-type: none"> Post-Graduation
c)	Experience	<ul style="list-style-type: none"> Minimum 10 years of working in IT Management/Implementation/IT strategy. Should have demonstrated leading a IT assignment for development, implementation and roll out management for one

		project preferably in Govt./PSU.
6.	Position	Senior Consultant
a)	Role and responsibility	<ul style="list-style-type: none"> • Work with stakeholders for effecting delivery of a subject target / service / operation • Lead a team and monitor NSSH/ Contractors/ assigned with specific job • Prepare and maintain process & system for monitoring progress and acceleration. • Implement systems with team as directed
b)	Qualification	<ul style="list-style-type: none"> • Post Graduate in Management
c)	Experience	<ul style="list-style-type: none"> • Minimum 8 years of experience • Should have experience of working for at least one project in the Government sector with responsibility for implementing systems and practices towards achieving objectives
7.	Position	Consultant
a)	Role and responsibility	<ul style="list-style-type: none"> • Assist the experts and Senior Consultants in undertaking assignments for effecting delivery • Participate as team member in working with and for deliberation with NSSH.
b)	Qualification	<ul style="list-style-type: none"> • Engineer / MBA /Master in Economic or similar
c)	Experience	<ul style="list-style-type: none"> • Minimum 4 years of experience • The consultant should have experience of working for at least one project in the govt. Sector and should have implemented one system

4.6 Evaluation : Stage 1 : Eligibility Criteria for qualification

Sl.N o.	Eligibility Criteria	Requirement	Supporting documents and forms to be submitted (as stated in..)
1	Valid incorporation	The firm/entity (Company/Partnership/LLP) that is submitting the tender must be registered as a Corporate Body with the Registrar of Companies in India for at least 5 years.	Form E1
2	Turnover	Bidder must have turnover of more than INR 100,00,00,000 (INR One Hundred Crores) during each of the last three financial years (FY2012-13, FY2013-14, FY2014-15) from operations in India.	Form E2

3	Management consulting experience	Bidder must be providing 'Management Consulting / Advisory Services' to Government/ Public Sector in India, through assignments, valued at minimum INR 30,00,00,000 (INR Thirty Crores) during the three years for the period from 2013-14 to 2015-16.	Form E3
4	Professional Staff on bidders roles	The bidder must show full-time resource strength of minimum 200 numbers of management consulting professionals in the companies rolls as on 31-March-2016.	Form E4
5	Past-record	Bidder should not be blacklisted by any State/Central Govt. or PSUs due to unsatisfactory performance, breach of general or specific instructions, corrupt /fraudulent or any other unethical business practices	Form E5 Declaration with details, if any

PART 4: FORMS

FORM:E-1

Profile of the Bidder

[Provide here details of organization of your firm/entity for this assignment as detailed in Table 1 Sr-1, as per format below.]

- 1. Name of Firm/Entity:**

- 2. Type of Entity**[Company/Partnership/LLP]:

- 3. Year of Incorporation/Registration in India:**

- 4. Specify which of the following documents have been attached:**
 - (A) Companies:
Certificate of incorporation, AND
Copy of the Memorandum and Articles of Association
OR
 - (B) Partnerships:
Certificate of registration
OR
 - (C) Limited liability partnership:
Certificate of registration and partnership deed

(Requirement: The documents attached must be certified by the Authorised Representative)

- 5. A brief write up about the Bidder:**[in not more than 1000words]

FORM:E-2

Turnover from operations in India for the period from 2012-13 to 2014-15

[Using the format below, provide information of the turnover of your firm as detailed in Table 1 Sr-2, below]

Table E-2: Turnover from operations in India for the period from 2012-13 to 2014-15	
Financial Year	Turnover from operations in India (in INR Crore)
2012-13	
2013-14	
2014-15	

Note : Supporting documents to be attached:

- **Audited financial statements of the Bidder from financial years 2012-13 to 2014-15. (Only main/relevant pages of balance sheet and P & L; without schedules; to be provided. Documents to have evidence of signing by Auditors).**

Experience of providing Management Consulting services to Govt./PSU in India through purchase orders received during the period 2013-14 to 2015-16

[Using the format below provide information on each Management Consulting assignment for which your firm/entity, has received a Purchase order or a work order for providing consulting service as detailed in Table 1 Sr-3]

TableE-3 (i) :Management Consulting Orders : Purchase orders received for the period 2013-14							
Sl.N o.	Client Name	Client Type*	Management Consulting Domain**	Purchase Order No.	Purchase Order date	Purchase Order value(INR Crore)	Page No. of Proposal
1							
N							
		Total value of the Orders in the financial year					

TableE-3 (ii) :Management Consulting Orders : Purchase orders received for the period 2014-15							
Sr. No.	Client Name	Client Type*	Management Consulting Domain**	Purchase Order No.	Purchase Order date	Purchase Order value(INR Crore)	Page No. of Proposal
1							
n							
		Total value of the Orders in the financial year					

TableE-3 (iii) :Management Consulting Orders : Purchase orders received for the period 2015-16							
Sl.N o.	Client Name	Client Type*	Management Consulting Domain **	Purchase Order No.	Purchase Order date	Purchase Order value(INR Crore)	Page No. of Proposal
1							
n							
		Total value of the Orders in the financial year					

TableE-3:Management Consulting Orders : Summary of Purchase orders received for the period 2013-14 to 2015-16		
Sl.No.	Financial Year	Value of Purchase Orders
E-3 (i)	2013-14	
E-3 (ii)	2014-15	
E-3 (iii)	2015-16	
Total	Total value of the Orders	

	<p>Note : Supporting documents to be attached:</p> <p>Supporting documents to reach of the projects are required to be attached as under:</p> <ul style="list-style-type: none"> - Copies of Purchase order or work order or documentary evidence of award of the contract for each line item, for each of the three years. - Brief details up for each project mentioned in this Format as detailed below is required for the purpose of consideration. <p>*Government(central or state government)/PSU/regulatory authority ** Detail the domain considered for falling in the category of Management Consultancy eg Strategy, OrganisationDesign,HumanResourceConsulting,FinanceorProjectManagement, etc.(State as applicable) to substantiate the project being categorized as Management Consultancy project.</p>
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Each form is applicable for only one Purchase Order/ assignment. Therefore, bidder is required to fill one for each assignment]

Name of the client:
Address of client :
Purchase Order No. & Date :
Name of the assignment:
Location within country
Value of services provided by your firm under the contract (in INR):
Specify if the assignment is completed and rolled out
Brief narrative description of project to describe how this assignment qualifies for categorization.:

FORM:E-4

Current resource strength of the organization for management consulting professionals in the companies roles as on 31-March-2016

[Using the format below, provide information of the management consulting professionals as per Table 1 Sr-4]

TableE-4:Current resource strength of the organization for management consulting	
Numbers (Numeric)	Number of professional staff (in words)

FormE-5

Declaration of ‘non-involvement’ as per *Table 1 Sr-5*

(To be provided on Bidder’s Letter Head)

General Manager (NSSH)
National Small Industries Corporation Ltd.
NSIC Bhawan, Okhla Industrial Estate
New Delhi – 110 020

Dear Sir,

We hereby confirm that we are not under any “liquidation”, any “court receiver- ship” or similar proceedings and “bankruptcy”.

We further confirm that, we have not been blacklisted nor kept under holiday by any Government (central/state)/Public sector undertaking/Regulatory authority in India.

We also confirm that the forms of this RFP have not been modified nor altered.

We agree that if any information given above is found to be in correct, the Proposal may be rejected.

Yours faithfully,

Authorised Representative Name and signature:	
Name of firm: Address:	
Date:	

FORME-6

Letter of Proposal submission

(To be provided on Bidder's Letter Head)

To:

General Manager (NSSH)
National Small Industries Corporation Ltd.
NSIC Bhawan, Okhla Industrial Estate
New Delhi – 110 020

Dear Sir,

We, the undersigned, offer to provide the services for NSIC /NSSH in accordance with your Request for Proposal (RFP) dated 24.8.2016 **due on 23.9.2016** at 3 p.m. We hereby submit our Proposal, which includes the Eligibility Criteria, Technical Proposal & Financial Proposal.

We hereby declare that all the statements made in the Proposal are true and accept that any mis-interpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and we recognise and accept that it will form part of the Contract along with the RFP to be issued in consonance with this RFP.

We understand that you are not bound to accept any proposal you receive.

Authorised Representative Name and signature:	
Name of firm: Address:	
Date:	

FORM E -7
Letter confirming ‘no deviation’
(To be provided on Bidder’s Letter Head)

To:

General Manager (NSSH)
National Small Industries Corporation Ltd.
NSIC Bhawan, Okhla Industrial Estate
New Delhi – 110 020

Dear Sir,

We ,the undersigned, offer to provide the services for NSIC/NSSH in accordance with your Request for Proposal dated 24.8.2016.

We understand that any deviation/exception in any form may result in rejection of bid.

We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exceptions mentioned or noticed, our bid may be rejected.

Yours faithfully,

Authorised Representative Name and signature:	
Name of firm: Address:	
Date:	

Form E-8

Checklist of documents for submission as part of proposal for evaluation of stage -1; Eligibility criteria

S. No	Eligibility Criteria	List of Documents or their details (if required)	Page Reference of the Proposal documents	Attached/ Uploaded Yes / No	Document title as per proposal submitted online
1	Valid Incorporation	Form E-1			
		Companies Certificate of incorporation AND Copy of the Memorandum and Articles of Association			
		OR			
		Limited Liability partnership or Partnership Partnership deed and Certificate of partnership			
2	Annual Turnover	Form E-2			
		Audited financial statements stating the Bidders turnover in India for each of the financial years 2012-13 to 2014-15.			
		Letter of authorisation by the Board/ Partnership, authorizing the signatory, for signing the Proposal to be provided by Bidder			
3	Management Consulting Experience	Form E-3			
		Copies of work orders : 2013-14			
		Copies of work orders : 2014-15			
		Copies of work orders: 2015-16			
S. No	Eligibility Criteria	List of Documents or their details (if required)	Page Reference of the	Attached/ Uploaded Yes / No	Document title as per proposal

			Proposal documents		submitted online
4	Resource strength	Form E4			
5	Declaration - non-involvement / blacklisting	FormE5 Declarations if any			
6	Letter of Proposal submission	Form E6			
7	Confirming NO deviation	Form E7			
8	EMD	Submission of Draft to Purchaser's Representative – Xerox of Draft and Acknowledgment			
9	Technical Proposal	Submission of Technical Proposal with Documentation			
10	Financial Proposal	Submission of Financial Proposal with Documentation			

4.6 Stage 2 : Evaluation criteria and scoring for technical selection

Table -2: Evaluation criteria and scoring for Technical Evaluation				
Sr. No.	Technical Selection Column (1)	Supporting Documents to be attached Column (2)	Marks Column (3)	Scoring :Criteria Column (4)
A. Profile of Bidder and past experience			40	
1	Average of annual business from Indian operations- Turn-over for last three years: 2012-13; 2013-14; 2014-15 (INR Crores)	T-1 (use data of E-2)	5	1: INR 100 – 150 Crores 2: INR 151 - 200 Crores 3: INR 201 – 250 Crores 4: INR 251 : 300 Crores 5 : >INR300 Crores
2	Total value of Purchase orders received for providing ‘Management Consulting’ services to Government/ Public Sector in India, in last three years; for the period from 2013-14 to 2015-16: Orders of minimum INR 1 Crore and above are only to be considered.	T-2	5	1: INR 30 – 50 Crores 2: >INR 50 – 75 Crores 3: >INR 75 – 100 Crores 4: >INR100 – 150 Crores 5: >INR 150 Crores
3	Value of largest single Order in management consultancy : Order value in INR Crores during the period 1.4.2013 to 31.3.2016 by Government/ PSU in India Note: If same authority has issued multiple orders for same assignment in one calendar year, then such orders can qualify for consideration of consolidated value as one single order	Serial number 1 of the list in table T-2	5	1: INR 1 – 3 Crores 2: > INR 3 – 5 Crores 3: > INR 5 – 7 Crores 4: > INR 7 -10 Crores 5: > INR 10 Crores
4	Categorisation of orders in management consultancy received during the period 1.4.2013 to 31.3.2016; each order above INR 1 crore; issued by Government /PSU only; Note: If same authority has issued multiple orders for same assignment in one calendar year, then such orders can qualify for consideration of consolidated value as one single order.	T 3	10	As per matrix below

	<p>a) each PO valued above Rs. 1 crore only to be considered and</p> <p>b) categorisation based on value (INR).</p>																						
4 (cont.)	<p>Scoring criteria for T -3 as per Matrix below: (score to be awarded = (10) * (marks scored)/ 25)</p> <table border="1"> <thead> <tr> <th rowspan="2">Number of Purchase Orders</th> <th colspan="3">Categorisation : Value of Individual order in INR Crores</th> </tr> <tr> <th>1 - 3</th> <th>>3 – 5</th> <th>>5</th> </tr> </thead> <tbody> <tr> <td>1 - 3</td> <td>1</td> <td>2</td> <td>3</td> </tr> <tr> <td>4 - 6</td> <td>4</td> <td>5</td> <td>6</td> </tr> <tr> <td>7 and higher</td> <td>7</td> <td>8</td> <td>10</td> </tr> </tbody> </table>				Number of Purchase Orders	Categorisation : Value of Individual order in INR Crores			1 - 3	>3 – 5	>5	1 - 3	1	2	3	4 - 6	4	5	6	7 and higher	7	8	10
	Number of Purchase Orders	Categorisation : Value of Individual order in INR Crores																					
		1 - 3	>3 – 5	>5																			
	1 - 3	1	2	3																			
	4 - 6	4	5	6																			
7 and higher	7	8	10																				
5.	<p>Number of orders from Government/ Public Sector in India for domains listed below in the matrix; during the period 1.4.2013 to 31.3.2016; each PO for values greater than INR 1 crore only to be considered. Note:</p> <p>a)Mention of one domain in one order -Actual value of order to be considered for categorisation</p> <p>b) Mention of more than one domain in one order-</p> <p>i) Purchase order should specifically mention of named domains for services or deliverables for consideration.</p> <p>ii) The Categorisation of domains in such order has to be defined by estimating value for each domain; value of such domains being limited to the cumulative value of order. The allocation considered for each order/domain has to be elaborated in Table T-4 and each domain @ INR 1 crore minimum; total value to be limited to PO value.</p> <p>c) Multiple orders for one domain- If same authority has issued multiple orders for similar assignment in one calendar year, then such orders</p>	T-4	15	Score as per matrix given below																			

	can qualify for consideration of consolidated value as one single order.																																		
	<table border="1"> <tr> <td colspan="4" data-bbox="316 405 1414 472">Scoring criteria for T -4 as per Matrix below : (Total Number of orders from Govt./PSU during 1.4.2013 – 31.3.2016)</td> </tr> <tr> <td data-bbox="316 472 1034 573" rowspan="2">Name of Domain</td> <td colspan="3" data-bbox="1034 472 1414 539">Total Number of projects in the specified domain</td> </tr> <tr> <td data-bbox="1034 539 1166 573">1 - 2</td> <td data-bbox="1166 539 1283 573">3 –4</td> <td data-bbox="1283 539 1414 573">>4</td> </tr> <tr> <td data-bbox="316 573 1034 611">Capacity building</td> <td data-bbox="1034 573 1166 611">1</td> <td data-bbox="1166 573 1283 611">2</td> <td data-bbox="1283 573 1414 611">3</td> </tr> <tr> <td data-bbox="316 611 1034 649">Vendor development</td> <td data-bbox="1034 611 1166 649">2</td> <td data-bbox="1166 611 1283 649">3</td> <td data-bbox="1283 611 1414 649">4</td> </tr> <tr> <td data-bbox="316 649 1034 687">Project management</td> <td data-bbox="1034 649 1166 687">1</td> <td data-bbox="1166 649 1283 687">2</td> <td data-bbox="1283 649 1414 687">3</td> </tr> <tr> <td data-bbox="316 687 1034 725">Management of IT services</td> <td data-bbox="1034 687 1166 725">1</td> <td data-bbox="1166 687 1283 725">2</td> <td data-bbox="1283 687 1414 725">2</td> </tr> <tr> <td data-bbox="316 725 1034 763">Strategy and business development</td> <td data-bbox="1034 725 1166 763">1</td> <td data-bbox="1166 725 1283 763">2</td> <td data-bbox="1283 725 1414 763">3</td> </tr> </table>				Scoring criteria for T -4 as per Matrix below : (Total Number of orders from Govt./PSU during 1.4.2013 – 31.3.2016)				Name of Domain	Total Number of projects in the specified domain			1 - 2	3 –4	>4	Capacity building	1	2	3	Vendor development	2	3	4	Project management	1	2	3	Management of IT services	1	2	2	Strategy and business development	1	2	3
Scoring criteria for T -4 as per Matrix below : (Total Number of orders from Govt./PSU during 1.4.2013 – 31.3.2016)																																			
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Strategy and business development	1	2	3																																

Sr. No.	Technical Selection Column (1)	Supporting Documents to be attached Column (2)	Marks Column (3)	Scoring &Criteria Column (4)
B. Proposed approach and methodology			Marks - 40	
2.1	<p>Approach and methodology of the proposed NSSH project –</p> <p>The bidder must provide a write-up covering the proposed approach and methodology for all phases and components applicable for duration of the project.</p> <p>The evaluation criteria for this section is indicated in column (4).</p>	<p>Copy of documents for evaluation:</p> <p>a)A write-up (not more than 4,000 words) on the subject T - 5. In case the text written is more than 4,000 words then the first 4,000 words only will be considered for evaluation. Refer T-5 below</p> <p>b) In addition, the bidder will need to make a presentation covering the above subject. The entire team as listed as key professional staff” is required to be present for the presentation and they are expected to make the presentation of their respective areas in the overall presentation of one hour which will be followed by 30 minutes of Q&A.</p>	40	<p>Marks will be awarded on the approach and methodology proposed along with the work plan for the proposed project:</p> <p>a)Overall understanding- (10 marks)</p> <p>b) Approach and Methodology- (10 marks)</p> <p>c) Work plan, roll-out of implementation and challenges - (5 marks)</p> <p>d) Technical presentation on the project understanding and implementation/roll out approach (15 marks)</p>

Criteria No. (1)	Designation/Role Col (2)	Supporting Documents Col (3)	Marks Col (4)	Scoring Criteria Col (5)
	Key professional staff	Marks -20		
1	Project Management	T-6	4	Named CV to be provided - as mentioned in Section 4.5
2	Strategy development and Vendor Development	T-6	3	Named CV to be provided - as mentioned in Section 4.5
3	Capacity building	T-6	3	Named CV to be provided - as mentioned in Section 4.5
4	IT management, monitoring and evaluation	T-6	3	Named CV to be provided - as mentioned in Section 4.5
5	Procurement Management	T-6	3	Named CV to be provided - as mentioned in Section 4.5
6	Senior Consultant	T-6	2	Representative CV to be provided - as mentioned in Section 4.5
7	Support Consultant	T-6	2	Representative CV to be provided - as mentioned in Section 4.5
<p>A total of 7 CVs (Form T -6) will be evaluated and these will be assessed using the scoring methodology as given below. 5 CVs will be specific with names whilst 2 CVs will be representative.</p>				

Scoring criteria for evaluating the CVs –

Evaluated Criteria	Supporting evidences	% Score awarded
Excellent	Requirements submitted and supported by very high standards and excellent evidence of ability to support and exceed contract requirements. No reservations at all about acceptability	100
Very Good	Requirements submitted and supported by very good evidence of ability to support and exceed contract requirements, but fails just short of 'Excellent'	80
Good	Requirements submitted and supported by good evidence of ability to support and exceed contract requirements	70
Satisfactory	Requirements submitted and supported by satisfactory evidence of ability to support contract requirements. Generally good with some reservations	50
Poor	Requirements submitted and supported marginally acceptable or weak evidence of ability to support contract requirement – Basic compliance only – Clarification may be required	20
Very Poor	Requirements submitted but not supported by evidence to demonstrate ability to comply with contract requirements – fails to meet the minimum requirements	10
No submission	Information has not been submitted or is unacceptable/ complete failure to address the requirement	0

Note. Marks awarded will be proportioned to second place of decimal, as per allocation of maximum marks

Table T-1

Average of Annual Business from operations in India for the period from 2012-13 to 2014-15

[Using the format below, provide information of the turnover of your firm as detailed in form E-2)

Data from Table E-2: Turnover from operations in India for the period from 2012-13 to 2014-15	
Financial Year	Turnover from operations in India (in INR Crore)
2012-13	(a)
2013-14	(b)
2014-15	(c)
Total-(d)	(a+b+c)
Average	(d) divided by 3

Note : The turnover data must be consistent with details in form E-2 of eligibility criteria.

Table T-2

Total value of Purchase orders received for providing ‘Management Consulting’ services to Government/ Public Sector in India, in last three years; for the period from 2013-14 to 2015-16; Orders of minimum INR 1 Crore and above are only to be considered.

Using the format below provide information on each Management Consulting assignment for which your firm/entity, has received a Purchase order or a work order for providing consulting service

Note : List the orders in the descending value with the highest value order on top and the orders of value Rs. 1 crore in the last.

Table T-2 : Purchase orders received						
Sl.No.	Client Name	Client Type*	Management Consulting project**	Contract dated	Contract value(INR Crore)	Page No. of Proposal
1						
n						
	Total value of the projects					
<p>Note : Supporting documents to be attached:</p> <p>Supporting documents for each of the projects are required to be attached as under:</p> <ul style="list-style-type: none"> - Copies of Purchase order or work order or documentary evidence of award of the contract for each line item, for each of the three years. - Brief write up for each project mentioned in the Form E3 Pg 3 is required as detailed on next page. - For the purpose of eligibility, complete data required in this form, must be provided or each of the listed projects for each of the three years. <p>*Government(central or state government)/PSU/regulatory authority ** Detail the domain considered for falling in the category of Management Consultancy; eg Strategy, Organisation Design, Human Resource Consulting, Finance or Project Management, etc.(State as applicable) to substantiate the project being categorized as Management Consultancy project.</p>						

Table T-3

Total number of orders, each above Rs 1 crore, for projects in management consultancy for which Purchase orders have been issued during the period 1.4.2013 to 31.3.2016 by Government /PSU only;

Using data of Table T-2, indicate the number of list of projects qualifying under the categories based on value of the purchase order. The matrix is reproduced as under for submitting the details:

Number of Projects	Value of Purchase orders in INR Crores		
	1 – 3	>3 – 5	>5
1 – 3	A	B	C
4 – 6	D	E	F
7 and higher	G	H	I

For each (A) to (I) create separate tables as under:

Table T – 3, Category A : Purchase orders received :						
Sl.N o.	Client Name	Client Type*	Management Consulting project**	Contract dated	Contract value(INR -Crore)	Page No. of Proposal
1						
N						
	Total value of the projects					

Note: Separate tables for A to I.

Table T-4

Categorisation of purchase orders issued by Government/ Public Sector in India for domains listed below during the period 1.4.2013 to 31.3.2016

Using data of Table T-2, indicate the number of orders qualifying under the categories based on value of the purchase order. The matrix is reproduced as under for submitting the details

Scoring criteria for T-4 as per Matrix below : (Number of Projects for PO form Govt./PSU during 1.4.2013 – 31.3.2016)			
Name of Domain	Number of orders in the specified domain		
	1 - 2	3 – 4	>4
Capacity building			
Vendor development			
Project management			
Management of IT services			
Strategy and business development			

For each domain create separate tables as under:

Table T – 4 (i)						
Purchase orders to be considered for category; Capacity building						
Sl.No.	Client Name	Purchase Order No.	Purchase Order Date	Contract value(INR -Crore)	Apportioned Value for consideration (INR – Crore)	Page No. of Proposal
1						
n						
Total number of Orders for consideration						

Purchase orders to be considered for category;	Number of orders in the specified domain		
	1 - 2	3 – 4	>4
Capacity building			

Table T – 4 (ii)						
Purchase orders to be considered for category; Vendor development						
Sl.No.	Client Name	Purchase Order No.	Purchase Order Date	contract value(INR -Crore)	Apportioned Value for consideration (INR – Crore)	Page No. of Proposal
1						
n						
Total number of Orders for consideration						

Purchase orders to be considered for category;	Number of orders in the specified domain		
	1 - 2	3 – 4	>4
Vendor development			

Table T – 4 (iii)						
Purchase orders to be considered for category; Project management						
Sl.No.	Client Name	Purchase Order No.	Purchase Order Date	contract value(INR -Crore)	Apportioned Value for consideration (INR – Crore)	Page No. of Proposal
1						
n						
Total number of Orders for consideration						

Purchase orders to be considered for category;	Number of orders in the specified domain		
	1 - 2	3 – 4	>4
Project management			

Table T – 4 (iv)						
Purchase orders to be considered for category; Management of IT services						
Sl.No.	Client Name	Purchase Order No.	Purchase Order Date	Contract value(INR -Crore)	Apportioned Value for consideration (INR – Crore)	Page No. of Proposal
1						
n						
Total number of Orders for consideration						

Purchase orders to be considered for category;	Number of orders in the specified domain		
	1 - 2	3 – 4	>4
Management of IT services			

Table T – 4 (v)						
Purchase orders to be considered for category; Strategy and Business Development						
Sr.No.	Client Name	Purchase Order No.	Purchase Order Date	Contract value(INR -Crore)	Apportioned Value for consideration (INR – Crore)	Page No. of Proposal
1						
n						
Total number of Orders for consideration						

Purchase orders to be considered for category;	Number of orders in the specified domain		
	1 - 2	3 – 4	>4
Strategy and Business Development			

T-5

Description of Approach, Methodology, Work Plan, deployment and roll out for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested to present your Technical Proposal (not exceeding 4000 words for the write-up for approach, methodology, work plan, deployment and roll out covering all components. In case the document is more than 4000 words, only the first 4000 words will be considered.

b) Technical approach and methodology:

- i. In this part, understanding of the scope of work, deployment of global best practice, project governance and monitoring and challenges with respect to implementation can be exhibited.
- ii. The problems being addressed and their importance, and the approach that would be adopted can be addressed.

c) Work plan:

- i. In this part, the structure and composition of your team (key professional staff and other team members) along with broad manpower planning may be exhibited.

Curriculum Vitae for Proposed Consultant

(A total of 7 CVs must be submitted as per the technical criteria)

1. Proposed Position in the Project [only one candidate shall be nominated for each position]:

2. Expertise:

3. Name of Individual: _____

4. Date of Birth: _____

5. Expected commitment duration in months _____

6. Nationality: _____

7. Education [List in reverse order]:

Year of completion	College/University (Name)	Degree/ Diploma (Name)	Grades

8. Professional certifications:

Year awarded	Title	Subject

9. Experience:

Total work experience	Number of years
Relevant experience for the position applied	Number of years
	Area of expertise

10. Employment Record [Starting with present position and last 4 firms, list in reverse order]:

Year (start)	Year (end)	Organisation name	Position held

11. Relevant work undertaken that best illustrates the experience as required for the Role (provide maximum of 3 citations)

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks as required for the role listed in “Key Professional Staff” whose CV and experience would be evaluated.]

Project name	Year	Duration (in months)	Role in the project	Expertise demonstrated (maximum 50 words)	Team size managed (if applicable)	Value of project (INR)
1						
n						

12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to the disqualification or disqualification of the Bidder, from the assignment.

[Signature of staff member]

[Signature of the authorized representative]

Date: _____

Checklist of documents for submission as part of proposal for evaluation of stage -2 : Technical criteria

Documents to be submitted for Technical proposal

S. No.	Technical Criteria	List of Documents or their details (if required)	Page Reference of the Proposal documents	Attached (Yes/No)	Document title as per proposal submitted online															
1.1	Average of annual business turn over for the last three years.	T-1 for years 2012-13,2013-14 & 2014-15																		
1.2	Total Value of Purchase Orders received for providing management consulting services to government / public sector in India in last 3 years for the F.Y. 2013-14 to 2015-16	T – 2 Copies of work order/purchase order with complete Terms of Reference and indicating value there of for the years <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>2013-14</td> <td></td> </tr> <tr> <td>2014-15</td> <td></td> </tr> <tr> <td>2015-16</td> <td></td> </tr> </table>	2013-14		2014-15		2015-16		<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> </table>				<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> </table>				<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> </table>			
2013-14																				
2014-15																				
2015-16																				
1.3	Value of largest single project in management consultancy.	T– 2 (serial 1) Copies of work order/purchase order with complete Terms of Reference for the subject order																		
1.4	Number of purchase orders; each greater than INR 1 Crore.	T–3 Copies of work order/purchase order with complete Terms of Reference																		
1.5	Detail the experience of working on projects with state/central government having Monitoring and Evaluation as a key component	T – 4 (i to v) Copy of work order/purchase order with complete Terms of Reference																		
1.6	Project approach and methodology and Work plan	T - 5																		

S. No.	Technical Criteria	List of Documents or their details (if required)	Page Reference of the Proposal documents	Attached (Yes/No)	Document title as per proposal submitted online
	CV - Project Management	T - 6			
	CV - Strategy Development and Vendor Development	T - 6			
	CV - Capacity Building	T - 6			
	CV - IT Management, Monitoring and Evaluation	T - 6			
	CV - Procurement Management	T - 6			
	CV - Senior Consultant	T - 6			
	CV - Support Consultant	T - 6			

CHAPTER 5

General Terms and Conditions

5.1 Performance of duties and services by the Consultant

5.1.1 Consultant firm shall perform its services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said assignment.

5.1.2 Consultant firm shall in all professional matters act as a faithful advisor to Purchaser, and will provide all the expert commercial/technical advice and skills which are normally required for the class of services for which it is engaged.

5.1.3 Consultant firm, the Project Team, and the Consultant employees shall carry out all their responsibilities in accordance with the best professional standards and Consultant shall prepare and submit deliverables and documents /reports etc. in due time and in accordance with the requirements of the Purchaser.

5.1.4 Consultant firm will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of Purchaser, as detailed at para 3.35.3.

5.2 Interpretation

5.2.1 In this Contract unless the context otherwise requires:

- (a) the headings of the Sections, Clause, Appendices, Schedules, Attachments and Annexures in the Contract are inserted for convenient reference only and shall not affect the meaning and/ or interpretation of this Contract;
- (b) unless otherwise specified a reference to a clause number is a reference to all of its sub- clauses;
- (c) a reference to the singular includes the plural and vice-versa;
- (d) a reference to a gender shall include any other gender;
- (e) the word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- (f) unless categorically specified, reference to a Section, Clause, sub-clause, Appendix, Schedule, Attachment or Annexure shall be to a Section, Clause, Sub-clause,

Appendix, Schedule, Attachment or Annexure of this Contract, including any amendments or modifications to the same from time to time;

(g) all Appendices, Schedules, Annexures and Attachments form an integral part of this Contract/ Agreement. In an event of conflict between any provision of the Clause and any provision of the Appendix, Schedule, Attachment or Annexure, the provision of the Clause shall prevail;

(h) a reference to a person includes a partnership and a body corporate;

(i) a reference to any legislation/regulation having force of law includes legislation/regulation time to time repealing, replacing, modifying, supplementing or amending that legislation;

(j) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

(k) in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

(l) any reference to time shall, except where the context otherwise requires and specifies, be construed as a reference to the time in India. Any reference to the Calendar shall be construed as reference to the Gregorian Calendar.

(m) unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last day of such period;

(n) the rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply;

(o) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, modified, substituted, assigned or novated from time to time.

(p) if the Contract / Service Specification include more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

5.3 Conditions Precedent

5.3.1 The Contract is subject to the fulfilment of the following conditions precedent to be satisfied by the successful bidder.

- a) Furnishing by the successful bidder, an unconditional, irrevocable and continuing Bank Guarantee for a sum of 10% of the Bid Amount, in a form and manner specified in Section 6.8 of this Contract and acceptable to Purchaser and which would remain valid for a period of three months beyond the expiry of Contract. In case of any delays or similar reasons, the Performance Guarantee may need to be renewed from time to time as stipulated by Purchaser, till three months beyond the completion of the contract.
- b) Furnishing of such other documents as Purchaser may specify/ demand.
 - i. Purchaser reserves the right to waive any or all of the conditions specified in Clause 5.3.1 above in writing and no such waiver shall affect or impair any right, power or remedy that Purchaser may otherwise have.
 - ii. In the event that any of the conditions set forth in Clause 5.3.1 hereinabove are not fulfilled within 7 days from the date of this Contract, or such later date as may be mutually agreed upon by the parties, the Purchaser may terminate this Contract.

5.4 Scope of work

5.4.1 Scope of Work shall be as defined and specified in Terms of Reference (Chapter 4) of this contract.

5.4.2 The successful bidder is required to provide such services and support as Purchaser may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements.

5.5 Key Performance Measurements

Unless specified by Purchaser to the contrary, the successful bidder shall deliver the goods, perform the Services and carry out the obligations & scope of work in accordance with the terms of the Tender / this contract and Terms of Reference as laid down in Section 4.4 of this RFP.

5.6 Commencement and progress

5.6.1 The successful bidder shall subject to the fulfilment of the conditions precedent set out in Section 5.3 above, commence the performance of its obligations in a manner as specified in Chapter 4 (Terms of Reference). The Successful bidder shall commence work on the Purchaser's Project within seven (7) days from the date of signing of contract.

5.6.2 The Successful bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

5.6.3 The Successful bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Tender / this Contract, Scope of Work and Service specifications and that the Successful bidder's team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.

5.6.4 The Successful bidder shall perform the activities / services and carry out its obligations under the tender / this Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Successful bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to Purchaser and shall, at all times, support and safeguard Purchaser's legitimate interests in any dealings with Third parties.

5.7 Sub – Contract

This is not permitted.

5.8 Successful bidder's obligations

5.8.1 The Successful bidder shall in no manner whatsoever be relieved of its obligations and/or liabilities, in respect of the services/ obligations under this Contract so sub contracted. The Successful bidder shall at all times be liable and responsible for any/ all acts, omissions or defaults of the sub-contract (s), and shall indemnify the Purchaser in respect thereof. The Successful bidder shall also be the sole point of contact for all matters relating to the RFP/ this Contract.

5.8.2 It will be the Successful bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of the RFP, this Contract and directions of the Purchaser.

5.8.3 Team profile and Key Professional Staff: The requirements for Team profile and Key Professional Staff are outlined in Chapter 4 – Terms of Reference (Section 4.5). The Successful bidder shall ensure that the Key Professional Staff and team members are competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. Successful bidder shall ensure that the Services are performed through the efforts of the Key Professional Staff and team members, in accordance with the terms hereof and to the satisfaction of Purchaser. Nothing

in this Contract relieves the Successful bidder from its liabilities or obligations under this Contract to provide the Services in accordance with Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by Purchaser and the vendor shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.

5.8.4 Project management: Successful bidder shall be responsible for project management and works as per the terms specified in Chapter 4. Successful bidder's obligations shall cover project work, facilitation and enablement monitoring of all ongoing tracks of Purchaser programme through implementation of robust project management procedures for its own operations.

5.8.5 Successful bidder's representative: The Successful bidder's Representative(s) shall have all powers required for the execution of scope of work and performance of services under this contract. The Successful bidder's Representative(s) shall liaise with Purchaser's Representative and the PMC for the proper coordination and timely completion of the Services and on any other matters pertaining to the Services. He will extend full co-operation to Purchaser's representative and the PMC in the manner required by them for supervision/inspection/observation of the equipment/goods/ material, procedures, performance, progress, reports and records pertaining to the Services. He shall also have complete charge of the Successful bidder's personnel engaged in the performance of the Services and to ensure compliance of rules, regulations and safety practice.

5.8.6 The Successful bidder shall be responsible on an on-going basis for coordination with other vendors of the Purchaser in order to resolve issues and oversee implementation of the same. The Successful bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.

5.8.7 Reporting Progress

- a) Successful bidder shall monitor progress of all the activities related to the execution of this contract and shall submit to Purchaser, at no extra cost, progress reports with reference to all related Services, milestones and their progress during the implementation phase on a weekly basis.

- b) Formats for all above-mentioned reports and their dissemination mechanism shall be discussed and finalized by the Purchaser including periodicity and dissemination mechanism for such reports.

- c) Successful bidder shall ensure that the respective solution teams involved in the execution of Services are part of such meetings.

- d) Three level committees as stated in Section 5.45.3 shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by Purchaser later, to oversee the progress of the project.
- e) All the goods, services and manpower to be provided / deployed by the Successful bidder under the Contract and the manner and speed of execution and maintenance of the Services and services are to be conducted in a manner to the satisfaction of Purchaser in accordance with the Contract.
- f) Purchaser reserves the right to inspect and monitor/assess the progress/performance of the Services at any time during the course of the Contract. Purchaser may demand and upon such demand being made, the Successful bidder shall provide documents, data, material or any other information which Purchaser may require, to enable it to assess the progress/performance of the Service.
- g) At any time during the course of the Contract, Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Successful bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Successful bidder undertakes to cooperate with and provide to the Successful bidder / any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Such audit shall not include Successful bidder 's books of accounts.
- h) Should the rate of progress of the Services or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the Services by the stipulated time, or is in deviation to RFP requirements/ standards, the Purchaser's representative shall so notify the Successful bidder in writing.
- i) The Successful bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the Services by the prescribed time or to ensure compliance to RFP requirements. The Successful bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to Purchaser or Purchaser's representative that the actual progress of work does not conform to the approved programme the Successful bidder shall produce at the request of Purchaser's representative a revised programme showing the modification to the approved programme necessary to ensure completion of the Services within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- j) The submission seeking approval by Purchaser or Purchaser's representative of such programme shall not relieve the Successful bidder of any of his duties or responsibilities under the Contract.

5.8.8 Programme of Work

- a) Within 10 calendar days after the signing of this Contract the Successful bidder shall submit to Purchaser for its approval a detailed programme showing the sequence, procedure and method in which he proposes to carry out the Services as required by the Purchaser's Representative and to furnish in writing the arrangements and methods proposed to be made for carrying out the Services. Purchaser and the Successful bidder shall discuss and agree upon the work procedures to be followed for effective execution of the Services and the team which the Successful bidder intends to deploy shall be clearly specified. Approval by Purchaser's Representative of a programme shall not relieve the Successful bidder of any of his duties or responsibilities under the Contract.
- b) However, if the Successful bidder's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the Successful bidder to develop/adhere such a work plan shall be to his account.

5.8.9 Successful bidder's Team for the project

- a) The Successful bidder should to the best of his efforts, avoid any change in the team members proposed for execution of this contract or replacement of any manpower resource appointed. If the same is however unavoidable, due to circumstances such as the resource leaving the Successful bidder's organisation, Successful bidder shall promptly inform Purchaser in writing, and shall provide a replacement of equal or superior quality with the approval of the Purchaser.
- b) In case of replacement of any manpower resource, the Successful bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.
- c) The Successful bidder shall be responsible for the deployment, at registered office premises of all its employees required for the execution of the work. All the successful bidder s / employees will work out of the premises / location of NSSH in NCR. Any outstation work requirements will be reimbursed as per provisions by the Purchaser. The Successful bidder s team will maintain office timings and presence as per rules of NSSH and have to be present in NSSH office and adopting bio-metric attendance system. Each consultant shall be equipped with a lap top for working. However facilities for office seating, printing / consumables will be provided by NSSH.
- d) The Purchaser's Representative may at any time object to and require the Successful bidder to remove any authorized representative or employee of the

Successful bidder or any person(s) of the Successful bidder 's team, if, in the opinion of Purchaser's Representative the person in question has misconduct

e) or his / her deployment is otherwise considered undesirable by Purchaser's Representative. The Successful bidder shall forthwith remove and shall not again deploy the person without the written consent of Purchaser's Representative.

f) The Purchaser's Representative may at any time object to and request the Successful bidder to remove any of Successful bidder 's authorized representative including any employee of the Successful bidder or his team or any person(s) deployed by Successful bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Successful bidder shall consider Purchaser's Representative request and may accede to or disregard it. Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Successful bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Successful bidder to remove that person from deployment on the work, which the Successful bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of Purchaser's Representative.

g) Purchaser's Representative shall state to the Successful bidder in writing his reasons for any request or requirement pursuant to this clause.

h) The Successful bidder shall promptly replace every person removed, pursuant to this Section, with a competent substitute with the approval of, and at no extra cost to the Purchaser.

5.8.10 Adherence to safety procedures, rules regulations and restriction

- a) Successful bidder 's team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Successful bidder 's team shall abide by these laws.
- b) The Successful bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Successful bidder's Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.

- c) The Successful bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

5.9 Contract administration

5.9.1 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.

5.9.2 Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:

- a) exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and
- b) bind his or her Party in relation to any matter arising out of or in connection with this Contract.

5.9.3 The Successful bidder shall be bound by all undertakings and representations made by the authorized representative of the Successful bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

5.9.4 For the purpose of execution or performance of the obligations under this Contract, Purchaser's representative would act as an interface with the nominated representative of the Successful bidder. The Successful bidder shall comply with any instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the RFP.

5.10 Purchaser's Obligations

5.10.1 Purchaser shall appoint a PMC as detailed in Section 5.45.3 and a nodal officer (Purchaser's Representative) for monitoring the implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Successful bidder.

5.10.2 Purchaser shall ensure that timely approval is provided to the Successful bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.

5.10.3 Purchaser's Representative shall interface with the Successful bidder , to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of Purchaser is proper and necessary.

5.10.4 Purchaser may provide on Successful bidder 's request, particulars/information/ or documentation that may be required by the Successful bidder for proper planning and execution of work and for providing services covered under this contract and for which the Successful bidder may have to coordinate with respective vendors.

5.10.5 Purchaser reserves its right to amend any of the terms and conditions in relation to the Contract and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

5.11 Audit

The Successful bidder shall keep and maintain until 3 years after the end of the Contract term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure, and all payments made by Purchaser. The Successful bidder shall on request provide Purchaser or Purchaser's representative's access to all such records as may be requested by Purchaser in connection with the Contract.

5.12 Payments

5.12.1 Purchaser shall make payments to the Successful bidder only at the times and in the manner set out in the Payment schedule as specified in this contract (refer to Section 4.4) subject to the fulfilment of the Successful bidder s obligations herein. Purchaser will make all efforts to make payments to the Successful bidder within 21 days of receipt of full and complete invoice(s) (ready for payment) along with all necessary supporting documents.

5.12.2 Purchaser shall make all payments under this Contract, as set out in the Payment clause to the Successful bidder only and shall not be liable to make any payments or for any other related obligation under this contract to any other party including but not limited to the Successful bidder 's sub-contractor(s) / vendors or any other member of Successful bidder 's team or any sub-contractor(s) / third party engaged by the Successful bidder in any way connected with the discharge of the Successful bidder 's obligation under the Contract and in any manner whatsoever. The Successful bidder shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.

5.12.3 Payment shall be paid at the times and in the manner set out in the Schedule of payments as specified under to Section 4.4 against value of contract.

5.12.4 In the event of Purchaser noticing at any time that any amount has been disbursed wrongly to the Successful bidder or any other amount is due from the Successful bidder to Purchaser, Purchaser may without prejudice to its rights recover such amounts by other means after notifying the Successful bidder or deduct such amount from any payment falling due to the Successful bidder. The details of such recovery, if any, will be intimated to the Successful bidder. The Successful bidder shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of Purchaser or the Successful bidder.

5.12.5 Deductions:

a) Purchaser shall be at liberty to deduct such amounts from the invoices raised by the Successful bidder as calculated by application of the provisions for liquidated damages as specified in Section 5.30 and on account of delay in submission of deliverables as stated in Section 5.29.

b) All payments to the Successful bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the Successful bidder is liable, the same shall be deducted by Purchaser from any dues to the Successful bidder. All payments to the Successful bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by Purchaser to the Successful bidder on chargeable basis.

5.12.6 Duties, Taxes and Statutory levies:

a) Should the Successful bidder fail to submit returns/pay taxes on time as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the Successful bidder shall pay the same. Successful bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against Purchaser/Successful bidder.

b) Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Successful bidder at the rates in force, from the amount due to the Successful bidder and pay to the concerned tax authority directly.

5.13 Intellectual Property Rights

5.13.1 Any/ all Intellectual Property Rights owned by the Successful bidder prior to the execution date and/ or applied for prior to the execution date (“herein after referred to as “pre-existing IPR”) shall strictly vest with the Successful bidder or its sub-contractor(s) as the

case maybe and Purchaser shall have no right whatsoever on such Intellectual Property Rights.

5.13.2 Any/ All Intellectual Property Rights modified by the Successful bidder during the Contract Term, which is not related to work within this contract, shall also exclusively vest with the Successful bidder or its sub-contractor(s).

5.13.3 Any / all Intellectual Property owned by Purchaser prior to the execution date and/ or any Intellectual Property Right applied for prior to the execution date (“herein after referred to as “pre-existing IP”) shall strictly vest with Purchaser and the Successful bidder or its sub-contractors shall have no right whatsoever on such Intellectual Property.

5.13.4 After the execution date Purchaser shall exclusively own/ have rights/ title and have right in perpetuity to use all Intellectual Property that:

- a) are newly created and developed by the Successful bidder during execution of this Contract and/ or for the exclusive use of Purchaser or primarily in connection with Purchaser’s Assets;
- b) was developed exclusively or primarily for the conduct of Purchaser’s Project or in connection with Purchaser’s Assets;
- c) arose from funding by Purchaser, or exclusively or primarily for the benefit of/ the conduct of, Purchaser’s Project or in connection with Purchaser’s Assets.

5.13.5 If Purchaser desires, the Successful bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Successful bidder , the same shall be acquired in the name of the Purchaser, prior to termination of this Contract and which may be assigned by Purchaser to the Successful bidder for the purpose of execution of any of its obligations under the terms this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of Purchaser.

5.13.6 If Purchaser desires, the Successful bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Successful bidder , the same shall be acquired in the name of the Successful bidder , prior to termination of this Contract and which may be assigned by the Purchaser to the Successful bidder for the purpose of execution of any of its obligations under the terms this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.

5.13.7 The Successful bidder shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/ third party and Successful bidder shall keep the Purchaser indemnified against all costs, expenses and liabilities. Howsoever, arising out of any illegal or unauthorized use (piracy) or misuse/ breach of terms of contract or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by Successful bidder as per the terms of the indemnification clause.

5.14 Information security

a) The Successful bidder and/ Key Professional Staff/ representatives/ employees etc. acknowledge that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by the Purchaser pursuant to any license agreement with a third party, or generated /mobilized during this project; (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the Purchaser; and the Successful bidder along with its agents/ sub-contractor(s)/ Key Professional Staff/ representatives/ employees etc., agree to use such information with all reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall under no circumstance be less than that used by the Successful bidder to protect its own proprietary information. The Successful bidder shall use such information only for the purpose of performing the services under this contract.

b) The Successful bidder shall, upon termination of this agreement for any reason, or upon ending of the term of the contract or upon demand by the Purchaser, whichever is earliest, return any and all information provided to the Successful bidder by the Purchaser or by any third party in connection with this Contract, including any copies or reproductions, both hardcopy and electronic.

5.15 Ownership and Retention of Documents

All documents relating to Purchaser's project shall be owned exclusively by Purchaser. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by Purchaser, the Successful bidder shall deliver to Purchaser all documents provided by or originating from Purchaser and all documents produced by or from or for the Successful bidder in the course of performing the services, unless otherwise directed in writing by Purchaser at no additional cost. The Successful bidder shall not, without the prior written consent of Purchaser store, copy, distribute or retain any such documents.

5.16 Ownership of Data

By virtue of this Contract, the Successful bidder / Successful bidder 's team may have access to personal information of Purchaser and/or a third party or any resident. Purchaser shall

have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the resident that may be in the possession of the Successful bidder or Successful bidder 's team in the course of performing the Services under this Contract.

5.17 Representations and Warranties

5.17.1 In order to induce Purchaser to enter into this Contract, the Successful bidder hereby represents and warrants as of the date hereof. The following representations and warranties shall survive the term and termination hereof:

- a) The Successful bidder is a private company limited by shares/ public company limited by shares/ partnership/ limited liability partnership incorporated/ registered under the laws of India and has been properly constituted and is in continuous existence since incorporation. The Successful bidder shall at all point of time, during the term of contract and during such extended period as the Purchaser may approve, maintain a registered office within the territory of INDIA.
- b) That the Successful bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by Purchaser under this contract.
- c) That the Successful bidder is not involved in any litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance of its obligations or delivery of Services under this Contract.
- d) That the representations and warranties made by the Successful bidder in its Proposal, RFP and Contract are and shall continue to remain true and correct throughout the term of this Contract and Successful bidder shall fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless Purchaser specifies to the contrary, the Successful bidder shall be bound by all the terms of the Proposal/RFP/Contract.
- e) That the Successful bidder and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the RFP and this Contract.
- f) That the Successful bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced.

g) That the Successful bidder and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the RFP and this Contract.

h) That the Successful bidder /Consultant's team. shall use such assets of Purchaser as Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Proposal, RFP or this Contract. The Successful bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

i) That the Successful bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted/patented process/ product free from all claims, titles, interests and liens thereon and shall keep Purchaser indemnified in relation thereto.

j) That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.

k) That all conditions precedent under the Contract have been satisfied.

l) That neither the execution and delivery by the Successful bidder /Successful bidder's Team of the Contract nor the Successful bidder's/Successful bidder team's compliance with or performance of the terms and provisions of the Contract (i) shall contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Successful bidder, (ii) shall conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Successful bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) shall violate any provision of the Memorandum and Articles of Association/ partnership deed of the Successful bidder.

m) That the Successful bidder certifies that all registrations, recordings, filings and notarisation of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Successful bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

n) That the Successful bidder confirms that there has not and shall not occur any execution, amendment or modification of any of its agreement/ contract/ sub-contract without the prior written consent/ approval of Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

o) That the Successful bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the performance of the project under this contract and regarding the same the Successful bidder does not, so far as the Successful bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Successful bidder is aware, none of the Intellectual Property Rights owned or enjoyed by the Successful bidder or which the Successful bidder is licensed to use, which are material in the context of the Successful bidder 's business and operations for the performance of this contract are being infringed nor, so far as the Successful bidder is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Successful bidder by any person. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and the Successful bidder shall keep Purchaser indemnified in relation thereto.

5.18 Events of Default by the Successful bidder

5.18.1 The failure on the part of the Successful bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Successful bidder . The events of default as mentioned above may include but not restricted to inter-alia the following:

a) the Successful bidder / Successful bidder 's team has failed to perform any instructions or directives issued by Purchaser which it deems proper and necessary to execute the scope of work or provide services under this Contract; and/or

b) the Successful bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by Purchaser from time to time, despite being served with a default notice which laid down the specific deviance on the part of the Successful bidder / Consultant's team to comply with any stipulations or standards as laid down by Purchaser; and / or

c) the Successful bidder / Successful bidder 's team has failed to adhere to any amended directions, instructions, modifications, notifications or clarifications as issued by Purchaser during the term of this Contract and which Purchaser deems proper and necessary for the execution of the scope of work under this Contract; and / or

- d) the Successful bidder / Successful bidder 's team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the RFP and this Contract; and / or
- e) there is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Successful bidder ; and / or
- f) the Successful bidder /Successful bidder 's team has failed to comply with or is in breach or contravention of any applicable laws; and/ or
- g) the Successful bidder / Successful bidder 's team has failed to comply with or adhere to any of the terms &conditions of this contract.

5.18.2 Where there has been an occurrence of such defaults inter alia as stated above, Purchaser shall issue a notice of default to the Successful bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

5.18.3 Where despite the issuance of a default notice to the Successful bidder by Purchaser the Successful bidder fails to remedy the default to the satisfaction of the Successful bidder , Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to Purchaser.

5.19 Consequences of Event of Default

Where an Event of Default subsists or remains uncured Purchaser shall be entitled to:

5.19.1 Impose any such obligations and conditions and / or issue any directions / notifications / clarifications as may be necessary to inter alia ensure smooth continuation of the project and the services which the Successful bidder shall be obliged to comply with that may include re-determination of the consideration payable to the Successful bidder as agreed mutually by Purchaser and Successful bidder or through a third party acceptable to both parties. The Successful bidder shall in addition take all available steps to minimize loss resulting from such event of default.

5.19.2 Suspend all payments to the Successful bidder under the Contract by a written notice of suspension to the Successful bidder , provided that such notice of suspension:

- a) shall specify the nature of the failure; and
- b) shall request the Successful bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Successful bidder .

5.19.3 Require replacement of any of the Successful bidder 's team member(s) with another suitable member(s) where Purchaser deems necessary. The Successful bidder shall in such case terminate forthwith all their agreements/ contracts/ other arrangements with such member(s) and find suitable replacement for such outgoing member(s) with another member(s) to the satisfaction of Purchaser, who shall execute such Contracts with Purchaser as Purchaser may require. Failure on the part of the Successful bidder to find a suitable replacement and/or terminate all agreements/contracts with such member(s), shall amount to a breach of the terms hereof and Purchaser in addition to all other rights, have the right to claim damages and recover from the Successful bidder all losses/ or other damages that may have resulted from such failure; and Purchaser may also identify and effect replacement at risk and cost of the successful bidder.

5.19.4 Terminate the Contract in part or in full.

5.19.5 Retain such amounts from the payment due and payable by Purchaser to the Successful bidder as may be required to offset any losses caused to Purchaser as a result of such event of default and the Successful bidder shall compensate Purchaser for any such loss, damages or other costs, incurred by Purchaser in this regard. Nothing herein shall effect the continued obligation of the Successful bidder and Successful bidder 's team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

5.19.6 Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, recover such other costs/losses and other amounts from the Successful bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to Purchaser under law.

5.19.7 Require the Successful bidder to make all such payments as may be incurred / losses borne by Purchaser in getting such work done through any third party as a result of any default on the part of the Successful bidder . Successful bidder agrees to compensate Purchaser for all such costs incurred by Purchaser in this regard.

5.20 Purchaser's Bankers

PUNJAB NATIONAL BANK, NSIC BHAWAN, OKHLA, NEW DELHI-110020.

5.21 Successful bidder 's Representative

5.21.1

- a) Successful bidder shall nominate the Project Manager specified in the Bid/Proposal as the representative who will be the contact person between Purchaser and

Successful bidder for the performance of the Contract. This nomination shall be done within seven(7) days after the coming into force of the Contract. Successful bidder shall notify Purchaser in writing prior to the appointment of a new representative. Successful bidder Representative may be replaced only with Purchaser's consent after getting approved his CV's from Purchaser.

- b) Purchaser shall be at liberty to object to any nomination and to require Successful bidder to remove Successful bidder Representative for good causes. Successful bidder shall re-place immediately such person by competent substitute at no extra cost to Purchaser.

5.21.2 Successful bidder Representative shall be entitled to act on behalf of Successful bidder with respect to any decisions to be made under the Contract.

5.22 Schedule of payments

The deliverables, timelines and payment schedule has been provided in Section 4.4.

5.23 Liabilities

5.23.1 Without prejudice to any express provision in the Contract, Successful bidder shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this Contract.

5.23.2 Successful bidder shall remain liable for any damages due to its gross negligence within the next twelve (12) months after the issuance of the provisional completion certificate of the Contract.

5.23.3 The grounds of liability and the right to impose liability on the Successful bidder under the Contract shall not be limited by or to, anything contained in Section 5.24.

5.23.4 The aggregate liability of the Successful bidder to Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract price.

5.24 Deductions for non-performance/fraud

5.24.1 Purchaser has the right to deduct specified amounts from the Bid Amount on account of deviation from the timelines specified in Chapter 4 (Section 4.4) have not been met (deductions stipulated below will be determined for each deliverable separately).

5.24.2 Pursuant to a finding, after the Award has been made, that the Successful bidder provided incorrect details while submitting the Proposal, Purchaser may decide to terminate the contract and may recover the amount upto 10 percent of the Bid Amount from the Performance Guarantee.

5.24.3 In case of any other deviation/ error, Purchaser will, consequent to an enquiry, have the right to recover the amount upto 10 percent of the Bid Amount from the Performance Guarantee.

5.24.4 Purchaser will not deduct/ recover any amount from the Bid Amount without first giving a written notice to the Successful bidder of the reason for intending to do so, and giving the Successful bidder an opportunity to provide an oral and a written response. Purchaser will then provide to the Successful bidder a letter containing its reasons, the arguments of the Successful bidder and the final grounds for making the deduction.

5.25 Short Closure

For any reason whatsoever, the purchaser may decide to short close the contract by giving **three months notice** in writing to the successful bidder. The purchaser is obliged to make payments only for the subject period of engagement with no further liabilities.

5.26 General

5.26.1 Relationship between the Parties

- a) Nothing in this Contract constitutes any fiduciary relationship between Purchaser and Successful bidder /Consultant's team or any relationship of employer employee, principal and agent, or partnership, between Purchaser and Successful bidder .
- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- c) Purchaser has no obligations to the Successful bidder 's team except as agreed under the terms of this Contract.

5.26.2 Survival

The provisions of the clauses of this Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, warranties, disputes, and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Purchaser notifies the Successful bidder of its release from those obligations.

5.26.3 Governing Law

This Contract shall be governed in accordance with the laws of India as applicable from time to time.

5.26.4 Waiver

- a) Any waiver of any provision of the Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b) A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c) The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

5.27 Completion of Contract

Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the RFP and only after the obligations mentioned in Section 5.8 are fulfilled to the satisfaction of Purchaser.

5.28 Severance

In the event any provision of this Contract is prohibited by the applicable law or held to be invalid/ void/ unlawful or unenforceable under any applicable law/by a court, that provision shall, to the extent required, be severed from this agreement and be rendered as ineffective, without modifying the remaining provisions/ clauses of this Contract. The remaining provisions of this Contract shall remain in full force and any severance shall not affect the validity or enforcement of this Contract.

5.29 Penalty

In the event of delay in meeting the timeline specified for a positioning satisfactory consulting resources, the Purchaser at its discretion may levy a penalty on the Successful bidder proportionate to twice the estimated value of providing resources for the defaulting period. Payment shall accordingly be made.

5.30 Liquidated Damages

5.30.1 If the Successful bidder fails to complete the entire Services before the scheduled completion date or the extended date or if Successful bidder repudiates the Contract before completion of the Work, Purchaser may without prejudice to any other right or remedy available to Purchaser as under the Contract:

- a) Recover from the Successful bidder , as liquidated damages and not by way of penalty the Performance Guarantee.

AND / OR

- b) Terminate the contract or a portion or part of the work thereof. Purchaser shall give 30 days' notice to the Successful bidder of its intention to terminate the Contract and

shall so terminate the Contract unless during the 30 days' notice period, the Successful bidder initiates remedial action acceptable to Purchaser.

5.30.2 Purchaser may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Successful bidder in its hands (which includes Purchaser's right to claim such amount against Successful bidder's Bank Guarantee) or which may become due to the Successful bidder. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the Services or from any other obligations and liabilities under the Contract.

5.30.3 In event of any Purchaser location not available for installation/commissioning due to any reason attributable to Purchaser, such Purchaser locations shall be excluded for the purpose of computing liquidated damages.

5.30.4 Delay not attributable to the Successful bidder will be considered for exclusion for the purpose of computing liquidated damages.

5.31 Performance Guarantee

5.31.1 Successful bidder shall submit to Purchaser an "unconditional, irrevocable and on first demand guarantee" from any Indian scheduled commercial bank and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

5.31.2 The value of Performance Guarantee shall be Ten percent of Bid amount for the due performance of the Contract. The Performance Guarantee shall be valid for a period of three months beyond the expiry of the Contract. The format of Performance Guarantee is attached in Section 6.8. All expenses incurred in obtaining of such guarantee shall be borne by the Successful bidder.

5.31.3 In case of any extension, the Successful bidder shall be required to extend the Performance Guarantee as may be requested by Purchaser.

5.32 Confidentiality

5.32.1 Confidential Information

a) All information (whether written/tangible or oral/intangible) furnished by the Purchaser or any third party to the Successful bidder or Consultant's Representatives/employees/agents, in connection with this Contract, and all analyses, compilations, studies or other information documents or materials prepared by Successful bidder or Consultant's Representatives/ employees/ agents etc, in relation

to information obtained by the Successful bidder in connection to and under the purview of this Contract shall be considered Confidential Information.

b) A line of information is closed in writing or email or other tangible electronic storage medium, shall be clearly marked “Confidential” by the Purchaser.

c) All confidential information disclosed or all or visually, shall be so indicated the time of disclosure, and, will be reduced in writing by the Purchaser within ten(10)working days after such disclosure in compliance with the requirements of Section 5.32.1(b)hereinabove.

d) The term confidential information does not, however, include any information which:

- i. Was or became available to the Successful bidder on an on-confidential basis from a source (other than the Purchaser) which, to the best of Successful bidder ’s knowledge after reasonable enquiry, is not known to be bound by confidentiality clause/agreement, fiduciary obligation or other legal or contractual restriction that may prohibit disclosure of such information;
- ii. Was or became publicly available as a matter of law or otherwise without any disclosure by the Successful bidder or Consultant’s Representatives;
- iii. Was or is developed by the Successful bidder or Consultant’s Representatives without reference to any information received from the Purchaser in connection with this Agreement;
- iv. Has been .approved for release in writing by an authorized representative of the Purchaser; and
- v. Is not marked or otherwise identified as “confidential” in accordance with Section5.32.1(b)

5.32.2 Terms of Confidentiality

a) The Successful bidder (on behalf of itself and its Representatives/ agents/ employees):

- i. acknowledges the confidential and proprietary nature of the information;
- ii. shall keep the information confidential and will not without the prior written consent of Purchaser, disclose any information to any person (including, without limitation, any member of the media, or any other individual, corporation, partnership, limited liability company, Government agency, or group) in any manner whatsoever, and
- iii. will not use any information other than for the purpose contained within the contract terms.

b) The Successful bidder may however reveal confidential information:

- i. To those of Successful bidder ’s Representatives/ employees/ agents:
 - who need to know the information for performing Successful bidder ’s obligations under this Contract;
 - who are informed by the Successful bidder of the confidential nature of the information and this Contract; and

- who are bound by confidentiality obligations in terms of an Agreement.
- ii. If it is required to be disclosed by any decree or order of a government authority, court or statutory law/regulation, by judicial/ quasi judicial bodies, statutory bodies, and any other applicable provisions of this Agreement;
- iii. If it is required for the purposes of audit of the Successful bidder .

c) The Successful bidder shall be responsible for any breach of confidentiality by any of its employees/agents/ representatives.

d) Successful bidder and/ or its agents/ employees/ representatives shall not (unless provided for elsewhere in the contract), without prior written consent from Purchaser, disclose to any person the fact of this Contract or the information existing therein or which has been made available, that the Successful bidder is considering the transaction, or that discussions or negotiations are taking place or have taken place concerning the transaction or any term, condition or other fact relating to this contract, the transaction thereof or such discussions or negotiations, including, without limitation, the status thereof.

e) In the event that Successful bidder is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the confidential information or matters contemplated, then the Successful bidder shall furnish only that portion of the confidential information which is legally required. The Successful bidder will otherwise reasonably cooperate with Purchaser to preserve the confidentiality of the Information. The Successful bidder shall however, immediately notify Purchaser promptly so that Purchaser may seek a protective order or other appropriate remedy.

5.33 Dispute Resolution

5.33.1 During the subsistence of this Contract or thereafter, in the event of any dispute, claim, question, or disagreement arising out of or in relation to this contract, disputes between the Parties shall include, without limitation of the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the parties shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation (Amendment) Act, 2015 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives to the other Party a thirty (30) days notice in writing, to refer the dispute to arbitration.

5.33.2 The Arbitration proceedings shall be governed by the Arbitration and Conciliation (Amendment) Act, 2015.

That If any dispute arises between the ‘purchaser’/NSIC and the selected bidder/consultant with regard to the contract, meaning, interpretation or termination of the agreement, recovery of dues and effect of these presents or any part thereof the same shall be referred by either party to the Chairman-cum-Managing Director of the Purchaser/NSIC who shall refer the matter for adjudication to the Sole arbitrator and there shall be no objection to the said appointment of the arbitrator. The award of the sole arbitrator so appointed shall be final and binding on the parties to the agreement. The cost and expenses of arbitration shall be borne by the selected bidder/consultant.

In case, the arbitrator so appointed dies, neglects, or refuses to act as an arbitrator or resigns or is otherwise unable to act for any reason whatsoever, it shall be lawful for the Chairman-cum-Managing Director to appoint another arbitrator in place of such arbitrator in the manner as aforesaid. Such other person shall be entitled to proceed with the reference from the stage where the earlier arbitrator left the proceeding.

The venue of the Arbitration shall be at Delhi or at any other place where the Zonal/Branch Office/Technical Centre of the Corporation is situated, at the discretion of the Chairman-cum-Managing Director and the Court at the respective places shall have exclusive jurisdiction to decide the matter relating to the Arbitration referred to the above.

5.33.3 Arbitration proceedings shall be held at Delhi, India.

5.33.4 The Arbitration proceeding shall be governed by the substantive laws of India.

5.33.5 The proceedings of Arbitration shall be in English language.

5.33.6 It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.

5.33.7 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s)/ arbitration (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

5.34 Assignment

Successful bidder shall not have the right to assign or transfer the benefit and obligations of the Contract or any part thereof to the third party without the prior express approval in writing of Purchaser which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Successful bidder only.

5.35 Termination

5.35.1 Purchaser may, terminate this Contract in whole or in part by giving the Successful bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- a) Where Purchaser is of the opinion that there has been such Event of Default on the part of the Successful bidder / Consultant's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Successful bidder to respect any of its commitments with regard to any part of its obligations under its Proposal, the RFP or under this Contract.
- b) Where it comes to Purchaser's attention that the Successful bidder (or the Consultant's team) is in a position of actual conflict of interest with the interests of Purchaser, in relation to any of terms of the Successful bidder's Proposal, the RFP or this Contract.
- c) Where the Successful bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Successful bidder, any failure by the Successful bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Successful bidder or the happening of any such events that are adverse to the commercial viability of the Successful bidder. In the event of the happening of any events of the above nature, Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
- d) **Termination for Insolvency:** Purchaser may at any time terminate the Contract by giving written notice to the Successful bidder, without compensation to the Successful bidder, if the Successful bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Purchaser.
- e) **Termination for convenience:** The Purchaser, may by a written notice sent to the Successful bidder, terminate the contract, in whole or in part at any time for its convenience. The notice for such termination may specify that the termination is for Purchaser's convenience, the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

5.35.2 The Successful bidder may, subject to approval by Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract.

5.36 Consequences of Termination

5.36.1 In the event of termination of this Contract pursuant to Section 5.37, [whether consequent to the stipulated Term of the Contract or otherwise] Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Successful bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile Successful bidder in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/ termination hereof.

5.36.2 Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Successful bidder /Consultant's team or due to the fact that the survival of the Successful bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, Purchaser through re-determination of the consideration payable to the Successful bidder as agreed mutually by Purchaser and Successful bidder or through a third party acceptable to both parties may pay the Successful bidder for those goods that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by Purchaser and satisfactorily performed by the Successful bidder up to the date of termination. Without prejudice to any other rights, Purchaser may retain such amounts from the payment due and payable by Purchaser to the Successful bidder as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any acts/omissions of the Successful bidder . In case of any loss or damage due to default on the part of the Successful bidder in performing any of its obligations with regard to executing the scope of work under this Contract, the Successful bidder shall compensate Purchaser for any such loss, damages or other costs, incurred by Purchaser. Additionally, the Successful bidder 's team and/or all third parties appointed by the Successful bidder shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the Successful bidder 's Proposal, the RFP and this Contract, in an identical manner as were being performed before the collapse of the Successful bidder as described above in order to execute an effective transition and to maintain business continuity of Purchaser.

5.36.3 Nothing herein shall restrict the right of Purchaser to invoke the Performance Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Purchaser under law.

5.36.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

5.37 Change/Modification in contractual terms

Any modification of or addition to the Contract shall not be binding unless made in writing and agreed by both Purchaser and the Successful bidder .

5.38 Contract agreement

5.38.1 The Contract agreement will be on non-judicial stamp paper of appropriate value and will be required to be signed within 7 days from the date of issuance of notification of award. The cost of stamp paper is to be borne by Successful bidder , and its enclosures shall constitute the Contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

5.39 Force Majeure

5.39.1 Purchaser or the Successful bidder as the case may be are entitled to suspend or excuse their respective performance of their respective obligations under this agreement to the extent that Purchaser or the Successful bidder as the case may be is unable to render such performance by an event of *Force Majeure*.

5.39.2 In this agreement *Force Majeure* means any event or circumstance or a combination of events and circumstances, which satisfy all the following conditions:-

- a) materially and adversely affects the performance of an obligation;
- b) are beyond the reasonable control of the affected party;
- c) such party could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill or care;
- d) do not result from the negligence or misconduct of/ from/ by such party/ their representatives/ employees/ agents as the case may be, or the failure of such party to perform its obligation hereunder; and
- e) or any consequence of which have an effect described in Section 5.39.1

5.39.3 Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Section 5.39.1:

- a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
- b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- c) nuclear explosion, radioactive and chemical contamination or ionising radiation, directly affecting the area, unless the source and the cause of explosion, contamination, radiation or hazardous thing is brought to or near the area by the

Successful bidder or anyone affiliated to Successful bidder or any contractor or sub-contractor of Successful bidder or any of their employees or servants or agents

d) any fire, which is not the effect of natural element:

e) any event or circumstances of a nature analogous to any events set forth in paragraphs a) to e) of Section 5.39.3 above within India.

5.39.4 Procedure for force majeure

1. If a party claims relief on account of or under the Force Majeure event, then such party claiming to be effected by the Force Majeure event, immediately on becoming aware of the Force Majeure event must give notice thereof and describe in detail herein under:

i. the Force Majeure event (s) that have occurred;

ii. the obligations affected as described in Clause Section 5.39;

iii. the date of commencement and estimated cessation of such event of Force Majeure; and

iv. the manner in which the Force Majeure event(s) affect the party's obligations under this contract/ agreement

v. No party shall be able to suspend or excuse the non-performance of its obligations herein unless such party has given the notice specified above.

2. The affected party shall have the right to suspend the performance of obligations affected as described in Section 5.39 upon delivery of the notice of the occurrence of Force Majeure event.

3. The time for performance by the affected party of any obligation or compliance by the affected party with any time limit affected by Force Majeure, and for the exercise of any right affected thereby, shall be extended by the period during which such Force Majeure continues and by such additional period thereafter as is necessary to enable the affected party to achieve the level of activity prevailing before the event of Force Majeure.

4. The party receiving the claim and relief under the Force Majeure shall, if it wishes to dispute the claim, give a written notice of dispute to the party making the claim within 50 days of receiving of the notice of claim. If the notice of claim is contested within fifteen days as stated above, all the parties to this agreement shall be deemed to have accepted the validity of the claim. If any party disputes the claim, the parties shall follow that procedure set forth in Section 5.33.

5.39.5 Mitigation: The party claiming to be affected by Force Majeure shall take all reasonable steps to prevent/ reduce to a minimum and mitigate the effect of such Force Majeure.

5.39.6 Termination due to Force Majeure: If Force Majeure event continues for more than 365 days, either party shall have the right to terminate this agreement by giving a notice of termination in respect thereof.

5.40 Rectification period

5.40.1 All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

5.40.2 No deviation from such conditions shall be made without Purchaser's agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Successful bidder pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by Purchaser's) are guaranteed to be of the best quality of their respective kinds.

5.40.3 Successful bidder shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within thirty (30) days of observance of mistake.

5.41 Notices

5.41.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

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

5.42 Bidders to inform themselves

5.42.1 Bidders are considered to have:

- a) Examined this RFP, any documents referenced in this RFP and any other information made available by Purchaser to Bidders for the purpose of responding;
- b) Examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Proposal;
- c) Undertaken their own professional advice in respect of this RFP, any other information provided to Bidders and the RFP process generally, as appropriate;

- d) Satisfied themselves as to the correctness and sufficiency of their Proposal including submitted prices; and

5.43 Bidder acknowledgements

5.43.1 Proposals are submitted on the basis that Bidders acknowledge:

- a) They do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than amendments in accordance with, Chapter 3(Section 3.21); and
- b) They do not rely upon any warranty or representation made by or on behalf of Purchaser, except as are expressly provided for in this RFP, but they have relied entirely upon their own inquiries and inspection in respect of the subject of their Proposal.

5.44 Suspension of Work

- a) The Successful bidder shall, if ordered in writing by the Purchaser/ its Representative, temporarily suspend the Services or any part thereof for such specified/ ordered period and time. The Successful bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of such temporary suspension of the Services as aforesaid. The Purchaser may consider suitable compensation to the Successful bidder on case to case basis, to the extent of work completed, subject to fulfilment of other conditions of this contract. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid shall be granted to the Successful bidder, if written request for the same is made and that the suspension was not consequent to any default or failure on the part of the Successful bidder. In case the suspension of Services, is not consequent to any default or failure on the part of the Successful bidder, and lasts for a period of more than 2 months, the Successful bidder shall have the option to request the Purchaser to terminate the Contract with mutual consent.
- b) In the event that the Purchaser suspends the progress of work for any reason not attributable to the Successful bidder for a period in excess of 30 days in aggregate, rendering the Successful bidder to extend his performance guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the Successful bidder producing the requisite evidence from the bank concerned.

5.45 Governance and Project Management

5.45.1 Governance

- a) **Introduction:** Governance shall ensure successful implementation of the project. It is expected that the Governance Processes shall assist in successful performance its roles and delivery of quality work products.

- b) **Key governance objectives:** The governance objectives are categorized as under:
- i. **Strategic control:** Enable management of the Successful bidder contract through reporting mechanism to ensure that the Deliverables and Services by the Successful bidder are submitted timely and of the highest order.
 - ii. **Security:** The data at the Purchaser is protected from unauthorized access by both entities; within the Agency and those outside.
 - iii. **Risk and Issue Management:** Identify and manage risks involved with Purchaser's implementation effectively and in a timely manner.
 - iv. **Continuous Improvement:** Implement a model to facilitate continuous improvement in Purchaser's infrastructure and working.
 - v. **Agency Change Management :** Facilitate implementation Purchaser's services and transformational programs to meet anticipated changes in business requirements including improved service performance.
 - vi. **Compliance to Policy and external compliance requirements:** Ensure that all applicable Policies related to GFR are complied.

5.45.2 Key governance processes

Key governance processes that shall be set up during the project are as below.

a) **Agency policies and procedures**

- i. Successful bidder shall prepare the key policies and procedures, duly aligned with Purchaser's requirements and program objectives
- ii. The Governance body shall approve the policies and procedures for implementation within the Purchaser.

b) **Quality assurance**

The Successful bidder shall design and implement multiple tiers of quality assurance for delivery of quality of services by the Successful bidder

c) **Governance of Change**

The change management procedures shall enable both scheduled and non-scheduled changes. This should have accompanying impact analysis.

d) **MIS and Reporting:**

This will involve reporting at desired periodic reporting as well as consolidated reporting at the end of each calendar month.

5.45.3 Governance Structure

A three tier Governance structure shall enable management as under:

a) **Project Governance Committee**

A high level Governance Committee comprising representatives of NSSH, representatives of Ministry of MSME and senior officials of the Successful bidder (including Project Manager) shall be formed for the purpose of this contract. This committee shall meet at intervals of three months, or as decided by the NSSH later, to

oversee the progress of the project and to address all the issues relating to Contract administration or policy that the Steering Committee may recommend for consideration of the Project Governance Committee.

b) Project Steering Committee

A high level Steering Committee comprising representatives of NSSH, and senior officials of the Successful bidder (including Project Manager) shall be formed for the purpose of this contract. This committee shall meet every fortnight for the initial six months, and later at intervals as decided by the NSSH, to oversee the progress of the project and to address all the issues relating to Contract administration or policy that the Project Management Committee may recommend for consideration of the Project Steering Committee and also to seek guidance and approvals, as may be required of the Project Governance Committee.

c) Project Management Committee

A Project Management Committee comprising representatives of NSIC, and officials of the Successful bidder (including Project Manager) shall be formed for the purpose of this contract. This committee shall meet every week to oversee the progress of the project and to address all the issues relating to Contract administration and governance as specified above. The Committee may recommend for consideration of issues to the Project Steering Committee and also to seek their guidance and approvals, as may be required.

5.45.4 Project Management

Project Management of those projects where Successful bidder has direct delivery responsibility as outlined in various parts of Section 4 (Terms of Reference).

5.45.5 Project management framework to be adopted by Successful bidder

The overall project management framework that should be implemented by the Successful bidder should cover project initiation, project planning, project execution, monitoring and control and finally project Closing.

Each of the project management framework should address the principal subjects; namely Scope Management, Time Management, Quality Management, Human Resource Management, Communication Management, Risk Management, Procurement Management and Integration Management.

a) Project Closing

The Successful bidder team will complete the due diligence and obtain the signoff from Purchaser for the completion of all deliverables and obligations of the project.

CHAPTER 6

Standard Forms

FORM: E-1

Profile of the Bidder

[Provide here details of organization of your firm/entity for this assignment as detailed in Table 1, Sr-1, as per format below.]

6. Name of Firm/Entity:

7. Type of Entity [Company/Partnership/LLP]:

8. Year of Incorporation/Registration in India:

9. Specify which of the following documents have been attached:

(A) Companies:

Certificate of incorporation, AND

Copy of the Memorandum and Articles of Association

OR

(B) Partnerships:

Certificate of registration

OR

(C) Limited liability partnership:

Certificate of registration and partnership deed

(Requirement: The documents attached must be certified by the Authorised Representative)

10. A brief write up about the Bidder:[in not more than 1000 words]

FORM:E-2

Turnover from operations in India for the period from 2012-13 to 2014-15

[Using the format below, provide information of the turnover of your firm as detailed in Table 1 Sr-2, below]

Table E-2: Turnover from operations in India for the period from 2012-13 to 2014-15	
Financial Year	Turnover from operations in India (in INR Crore)
2012-13	
2013-14	
2014-15	

Note : Supporting documents to be attached:

- **Audited financial statements of the Bidder from financial years 2012-13 to 2014-15. (Only main/relevant pages of balance sheet and P & L; without schedules; to be provided. Documents to have evidence of signing by Auditors).**

Experience of providing Management Consulting services to Govt./PSU in India through purchase orders received during the period 2013-14 to 2015-16

[Using the format below provide information on each Management Consulting assignment for which your firm/entity, has received a Purchase order or a work order for providing consulting service as detailed in Table 1 Sr-3]

TableE-3 (i) :Management Consulting Orders : Purchase orders received for the period 2013-14							
Sl.N o.	Client Name	Client Type*	Management Consulting Domain**	Purchase Order No.	Purchase Order date	Purchase Order value(INR Crore)	Page No. of Proposal
1							
N							
Total value of the Orders in the financial year							

TableE-3 (ii) :Management Consulting Orders : Purchase orders received for the period 2014-15							
Sl.N o.	Client Name	Client Type*	Management Consulting Domain**	Purchase Order No.	Purchase Order date	Purchase Order value(INR Crore)	Page No. of Proposal
1							
n							
Total value of the Orders in the financial year							

TableE-3 (iii) :Management Consulting Orders : Purchase orders received for the period 2015-16							
Sl.No.	Client Name	Client Type*	Management Consulting Domain **	Purchase Order No.	Purchase Order date	Purchase Order value(INR Crore)	Page No. of Proposal
1							
n							
		Total value of the Orders in the financial year					

TableE-3:Management Consulting Orders : Summary of Purchase orders received for the period 2013-14 to 2015-16		
Sl.No.	Financial Year	Value of Purchase Orders
E-3 (i)	2013-14	
E-3 (ii)	2014-15	
E-3 (iii)	2015-16	
Total	Total value of the Orders	

	<p>Note : Supporting documents to be attached:</p> <p>Supporting documents for each of the projects are required to be attached as under:</p> <ul style="list-style-type: none"> - Copies of Purchase order or work order or documentary evidence of award of the contract for each line item, for each of the three years. - Brief details up for each project mentioned in this Format as detailed below is required for the purpose of consideration. <p>*Government(central or state government)/PSU/regulatory authority ** Detail the domain considered for falling in the category of Management Consultancy; e.g. Strategy, Organisation Design, Human Resource Consulting, Finance or Project Management etc. (State as applicable) to substantiate the project being categorized as Management Consultancy project.</p>
--	--

Each form is applicable for only one Purchase Order/ assignment. Therefore, bidder is required to fill one for each assignment]

Name of the client:
Address of client :
Purchase Order No. & Date :
Name of the assignment:
Location within country
Value of services provided by your firm under the contract (in INR):
Specify if the assignment is completed and rolled out
Brief narrative description of project to describe how this assignment qualifies for categorization.:

FORM:E-4

Current resource strength of the organization for management consulting professionals in the companies roles as on 31-March-2016

[Using the format below, provide information of the management consulting professionals as per Table 1 Sr-4]

TableE-4:Current resource strength of the organization for management consulting	
Numbers (Numeric)	Number of professional staff (in words)

FormE-5

Declaration of ‘non-involvement’ as per Table 1 Sr-5

(To be provided on Bidder’s Letter Head)

General Manager (NSSH)
National Small Industries Corporation Ltd.
NSIC Bhawan, Okhla Industrial Estate
New Delhi – 110 020

Dear Sir,

We hereby confirm that we are not under any “liquidation”, any “court receiver- ship” or similar proceedings and “bankruptcy”.

We further confirm that, we have not been blacklisted nor kept under holiday by any Government (central/state)/ Public sector undertaking/Regulatory authority in India.

We also confirm that the forms of this RFP have not been modified nor altered.

We agree that if any information given above is found to be incorrect, the Proposal may be rejected.

Yours faithfully,

Authorised Representative Name and signature:	
Name of firm: Address:	
Date:	

FORME-6

Letter of Proposal submission

(To be provided on Bidder's Letter Head)

To:

General Manager (NSSH)
National Small Industries Corporation Ltd.
NSIC Bhawan, Okhla Industrial Estate
New Delhi – 110 020

Dear Sir,

We, the undersigned, offer to provide the services for NSIC/NSSH in accordance with your Request for Proposal (RFP) dated **24.8.2016 due on 23.9.2016**, at 3p.m. We hereby submit our Proposal, which includes the Eligibility Criteria, Technical Proposal & Financial Proposal and requisite EMD.

We hereby declare that all the statements made in the Proposal are true and accept that any mis-interpretation contained in it may lead to our disqualification.

Our Proposal is binding up on us and we recognise and accept that it will form part of the Contract along with the RFP to be issued in consonance with this RFP.

We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorised Representative Name and signature:	
Name of firm: Address:	
Date:	

FORM E -7
Letter confirming 'no deviation'
(To be provided on Bidder's Letter Head)

To:

General Manager (NSSH)
National Small Industries Corporation Ltd.
NSIC Bhawan, Okhla Industrial Estate
New Delhi – 110 020

Dear Sir,

We, the undersigned, offer to provide the services for NSIC/NSSH in accordance with your Request for Proposal dated **24.8.2016**.

We understand that any deviation/exception in any form may result in rejection of bid.

We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/ exceptions mentioned are noticed, our bid may be rejected.

Yours faithfully,

Authorised Representative Name and signature:	
Name of firm: Address:	
Date:	

Form E-8

Checklist of documents for submission as part of proposal for evaluation of stage -1; Eligibility criteria

S. No	Eligibility Criteria	List of Documents or their details (if required)	Page Reference of the Proposal documents	Attached/ Uploaded Yes / No	Document title as per proposal submitted online
1	Valid Incorporation	Form E-1			
		Companies Certificate of incorporation AND Copy of the Memorandum and Articles of Association			
		OR			
		Limited Liability partnership or Partnership Partnership deed and Certificate of partnership			
2	Annual Turnover	Form E-2			
		Audited financial statements stating the Bidders turnover in India for each of the financial years 2012-13 to 2014-15.			
		Letter of authorisation by the Board/ Partnership, authorizing the signatory, for signing the Proposal to be provided by Bidder			
3	Management Consulting Experience	Form E-3			
		Copies of work orders : 2013-14			
		Copies of work orders : 2014-15			
		Copies of work orders: 2015-16			
S. No	Eligibility Criteria	List of Documents or their details (if required)	Page Reference of the	Attached/ Uploaded Yes / No	Document title as per proposal

			Proposal documents		submitted online
4	Resource strength	Form E4			
5	Declaration - non-involvement / blacklisting	FormE5 Declarations if any			
6	Letter of Proposal submission	Form E6			
7	Confirming NO deviation	Form E7			
8	EMD	Submission of Draft to Purchaser's Representative – Xerox of Draft and Acknowledgment			
9	Technical Proposal	Submission of Technical Proposal with Documentation			
10	Financial Proposal	Submission of Financial Proposal with Documentation			

Note – For Serial 9 & 10, bidder is required to confirm submission only, no details to be attached in eligibility phase

Table T-1

**Average of Annual Business from operations in India for the period
from 2012-13 to 2014-15**

[Using the format below, provide information of the turnover of your firm as detailed in form E-2)

Data from Table E-2: Turnover from operations in India for the period from 2012-13 to 2014-15	
Financial Year	Turnover from operations in India (in INR Crore)
2012-13	(a)
2013-14	(b)
2014-15	(c)
Total-(d)	(a+b+c)
Average	(d) divided by 3

Note : The turnover data must be consistent with details in form E-2 of eligibility criteria.

Table T-2

Total value of Purchase orders received for providing ‘Management Consulting’ services to Government/ Public Sector in India, in last three years; for the period from 2013-14 to 2015-16; Orders of minimum INR 1 Crore and above are only to be considered.

Using the format below provide information on each Management Consulting assignment for which your firm/entity, has received a Purchase order or a work order for providing consulting service

Note : List the orders in the descending value with the highest value order on top and the orders of value Rs. 1 crore in the last.

Table T-2 : Purchase orders received						
Sl.No.	Client Name	Client Type*	Management Consulting project**	Contract dated	Contract value(INR Crore)	Page No. of Proposal
1						
n						
Total value of the projects						
<p>Note : Supporting documents to be attached:</p> <p>Supporting documents for each of the projects are required to be attached as under:</p> <ul style="list-style-type: none"> - Copies of Purchase order or work order or documentary evidence of award of the contract for each line item, for each of the three years. - Brief write up for each project mentioned in the Form E3 Pg 3 is required as detailed on next page. - For the purpose of eligibility, complete data required in this form, must be provided for each of the listed projects for each of the three years. <p>*Government(central or state government)/PSU/regulatory authority ** Detail the domain considered for falling in the category of Management Consultancy; eg Strategy, Organisation Design, Human Resource Consulting, Finance or Project Management, etc.(State as applicable) to substantiate the project being categorized as Management Consultancy project.</p>						

Table T-3

Total number of orders, each above Rs 1 crore, for projects in management consultancy for which Purchase orders have been issued during the period 1.4.2013 to 31.3.2016 by Government /PSU only;

Using data of Table T-2, indicate the number of list of projects qualifying under the categories based on value of the purchase order. The matrix is reproduced as under for submitting the details:

Number of Projects	Value of Purchase orders in INR Crores		
	1 – 3	>3 – 5	>5
1 - 3	A	B	C
4 - 6	D	E	F
7 and higher	G	H	I

For each (A) to (I) create separate tables as under:

Table T – 3, Category A : Purchase orders received :						
Sl.N o.	Client Name	Client Type*	Management Consulting project**	Contract dated	Contract value(INR -Crore)	Page No. of Proposal
1						
n						
	Total value of the projects					

Note: Separate tables for A to I.

Table T-4

Categorisation of purchase orders issued by Government/ Public Sector in India for domains listed below during the period 1.4.2013 to 31.3.2016

Using data of Table T-2, indicate the number of orders qualifying under the categories based on value of the purchase order. The matrix is reproduced as under for submitting the details

Scoring criteria for T-4 as per Matrix below : (Number of Projects for PO form Govt./PSU during 1.4.2013 – 31.3.2016)			
Name of Domain	Number of orders in the specified domain		
	1 - 2	3 – 4	>4
Capacity building			
Vendor development			
Project management			
Management of IT services			
Strategy and business development			

For each domain create separate tables as under:

Table T – 4 (i)						
Purchase orders to be considered for category; Capacity building						
Sl.No.	Client Name	Purchase Order No.	Purchase Order Date	Contract value(INR -Crore)	Apportioned Value for consideration (INR – Crore)	Page No. of Proposal
1						
n						
Total number of Orders for consideration						

Purchase orders to be considered for category;	Number of orders in the specified domain		
	1 - 2	3 – 4	>4
Capacity building			

Table T – 4 (ii)						
Purchase orders to be considered for category; Vendor development						
Sl.No.	Client Name	Purchase Order No.	Purchase Order Date	Contract value(INR -Crore)	Apportioned Value for consideration (INR – Crore)	Page No. of Proposal
1						
n						
Total number of Orders for consideration						

Purchase orders to be considered for category;	Number of orders in the specified domain		
	1 - 2	3 – 4	>4
Vendor development			

Table T – 4 (iii)						
Purchase orders to be considered for category; Project management						
Sl.No.	Client Name	Purchase Order No.	Purchase Order Date	Contract value(INR -Crore)	Apportioned Value for consideration (INR – Crore)	Page No. of Proposal
1						
n						
Total number of Orders for consideration						

Purchase orders to be considered for category;	Number of orders in the specified domain		
	1 - 2	3 – 4	>4
Project management			

Table T – 4 (iv) Purchase orders to be considered for category; Management of IT services						
Sl.No.	Client Name	Purchase Order No.	Purchase Order Date	Contract value(INR -Crore)	AppORTIONED Value for consideration (INR – Crore)	Page No. of Proposal
1						
n						
Total number of Orders for consideration						

Purchase orders to be considered for category;	Number of orders in the specified domain		
	1 - 2	3 – 4	>4
Management of IT services			

Table T – 4 (v) Purchase orders to be considered for category; Strategy and Business Development						
Sl.No.	Client Name	Purchase Order No.	Purchase Order Date	Contract value(INR -Crore)	AppORTIONED Value for consideration (INR – Crore)	Page No. of Proposal
1						
n						
Total number of Orders for consideration						

Purchase orders to be considered for category;	Number of orders in the specified domain		
	1 - 2	3 – 4	>4
Strategy and Business Development			

T-5

Description of Approach, Methodology, Work Plan, deployment and roll out for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested to present your Technical Proposal (not exceeding 4000 words for the write-up for approach, methodology, work plan, deployment and roll out covering all components. In case the document is more than 4000 words, only the first 4000 words will be considered.

d) Technical approach and methodology:

- i. In this part, understanding of the scope of work, deployment of global best practice, project governance and monitoring and challenges with respect to implementation can be exhibited.
- ii. The problems being addressed and their importance, and the approach that would be adopted can be addressed.

e) Work plan:

- i. In this part, the structure and composition of your team (key professional staff and other team members) along with broad manpower planning may be exhibited.

Curriculum Vitae for Proposed Consultant

(A total of 7 CVs must be submitted as per the technical criteria)

1. Proposed Position in the Project [only one candidate shall be nominated for each position]:

2. Expertise:

3. Name of Individual:

4. Date of Birth: _____

5. Expected commitment duration in months _____

6. Nationality: _____

7. Education [List in reverse order]:

Year of completion	College/University (Name)	Degree/ Diploma (Name)	Grades

8. Professional certifications:

Year awarded	Title	Subject

9. Experience:

Total work experience	Number of years
Relevant experience for the position applied	Number of years
	Area of expertise

10. Employment Record [Starting with present position and last 4 firms, list in reverse order]:

Year (start)	Year (end)	Organisation name	Position held

11. Relevant work undertaken that best illustrates the experience as required for the Role (provide maximum of 3 citations)

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks as required for the role listed in “Key Professional Staff” whose CV and experience would be evaluated.]

Project name	Year	Duration (in months)	Role in the project	Expertise demonstrated (maximum 50 words)	Team size managed (if applicable)	Value of project (INR)
1						
n						

12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to the disqualification or disqual of the Bidder, from the assignment.

[Signature of staff member]

[Signature of the authorized representative]

Date: _____

T-7

**Checklist of documents for submission as part of technical proposal
for evaluation of stage -2 : Technical criteria**

Documents to be submitted for Technical proposal

S. No.	Technical Criteria	List of Documents or their details (if required)	Page Reference of the Proposal document	Attached (Yes/No)	Document title as per proposal submitted online
1.1	Average of annual business turn over for the last three years.	T-1 for years 2012-13,2013-14 & 2014-15			
1.2	Total Value of Purchase Orders received for providing management consulting services to government / public sector in India in last 3 years for the F.Y. 2013-14 to 2015-16	T – 2 Copies of work order/purchase order with complete Terms of Reference and indicating value thereof for the years			
		2013-14			
		2014-15			
		2015-16			
1.3	Value of largest single project in management consultancy.	T– 2 (serial 1)			
		Copies of work order/purchase order with complete Terms of Reference for the subject order			
1.4	Number of purchase orders; each greater than INR 1 Crore.	T –3			
		Copies of work order/purchase order with complete Terms of Reference			
1.5	Detail the experience of working on projects with state/central government having Monitoring and Evaluation as a key component	T – 4 (i to v)			
		Copy of work order/purchase order with complete Terms of Reference			
1.6	Project approach and methodology and Work plan	T - 5			

S. No.	Technical Criteria	List of Documents or their details (if required)	Page Reference of the Proposal document	Attached (Yes/No)	Document title as per proposal submitted online
	CV - Project Management	T - 6			
	CV - Strategy Development and Vendor Development	T - 6			
	CV - Capacity Building	T - 6			
	CV - IT Management, Monitoring and Evaluation	T - 6			
	CV - Procurement Management	T - 6			
	CV - Senior Consultant	T - 6			
	CV - Support Consultant	T - 6			

Fin –1

**Financial proposal submission form –
(as discussed in section 3.26.5)**

(To be provided on Bidder's Letter Head)

[Location, Date]

To:

General Manager (NSSH),
National Small Industries Corporation Ltd.,
NSIC Bhawan,
Okhla Industrial Estate,
New Delhi – 110 020

Dear Sir,

We, the undersigned, offer to provide services to the NSSH in accordance with your RFP titled "Hiring of Project Management Consultant for Creation of National SC & ST Hub (NSSH) in the Ministry of MSME" dated **24.8.2016 due on 23.9.2016**, at 3 p.m

Our attached Financial Proposal is for the sum of **[Insert amount(s) in both words and figures]**. This amount is exclusive of service tax as applicable under this Contract.

We hereby confirm that the Financial Proposal is unconditional and we acknowledge that any condition attached to the Financial Proposal shall result in rejection of our Financial Proposal.

Our Financial Proposal shall be binding on us, up to expiration of the validity period of the Proposal, i.e. up to the duration/date indicated in section 3.14.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorised signature

Name and title of signatory:

Stamp of the Firm

(Name of firm and Address)

Fin – 2

Deployment cost for resource team of key professional staff and other team members

Cost of services for Key Professional Staff and other team members engaged for project as stated in preceding Chapters:

Resource (Key Professional Staff and other team members)	Number of Units (per month)	Unit rate (per month - INR)	Total per month (INR)
A. Key Professional Staff for			
1. Project Management	1		
2. Strategy Development and Vendor Development	1		
3. Capacity Building	1		
4. Procurement Management	1		
5. IT management, Monitoring and Evaluation	1		
B. Other Consulting staff			
1. Senior Consultant	3		
2. Support Consultant	7		
Total cost for one month of deployment for set of above professionals with numbers			

Amount in words:

Note:

Authorised signature

Name and title of signatory:

Stamp of the Firm

(Name of firm and Address)

Fin-3

Table 3: Documents to be submitted for Financial Proposal

S. No.	Criteria	Requirement	List of Documents or their details (if required)	Page Reference of the Proposal document	Attached (Yes/No)	Document title as per proposal submitted online
(1)	Financial Proposal (Section 6.3)	Financial proposal submission form	Fin 1			
		Cost of Manpower services	Fin 2			

6.1 Format of Performance Guarantee

(as required under section 5.31 of the RFP)

This Performance Guarantee is made at New Delhi on this Day of (Enter month), 2015 by (Enter name of bank issuing the bank guarantee) having its registered office at (Enter address of the bank (hereinafter called the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, shall mean and include, its successors and assigns) in favour of National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110 020

WHEREAS (Successful bidder 's name) a company registered under the Companies Act, 1956, having its registered office at (Successful bidder 's address) has accepted LOI issued by NSIC (“LOI”) pursuant to an offer made by NSIC vide letter No. (reference number and date of vendor's offer letter) in response to the RFP issued by the NSIC for (purpose of RFP) [Vendor's name] has agreed to implement [purpose of RFP] as set out in Contract dated [Insert] entered between NSIC and Successful Bidder AND WHEREAS, NSIC has agreed to procure the products / avail the services from (Successful bidder 's name).

AND WHEREAS, in accordance with terms and conditions of the Contract dated (Enter date here), is required to furnish a Performance Guarantee for a sum of Rs. (Enter amount here) for due performance of their obligations as regards (Enter purpose of Performance Guarantee here), guaranteeing payment of the said amount of Rs. (Enter amount here) only to NSIC, if the Successful bidder fails to fulfil its obligations under the Contract in respect of Contract. Such Performance Guarantee is required to be valid for a total period of (Enter period here) months. In the event of failure, on the part of the Successful bidder , to fulfil its commitments / obligations in respect of availing the services under the Contract, NSIC shall be entitled to invoke the Performance Guarantee.

AND WHEREAS, the Bank, at the request of selected bidder, agreed to issue, on behalf of selected bidder, Performance Guarantee as above, for Rs. (Enter amount here) only in favour of NSIC.

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of NSIC having agreed to entrust the Successful bidder for services as per this RFP, we, the Bank, hereby unconditionally and irrevocably guarantee that Successful bidder shall fulfil its commitments and obligations in respect of such services under the Contract and in the event of Successful bidder failing to perform / fulfil its commitments / obligations in respect of such services under the Contract, we, the Bank,, shall on demand(s), from time to time from NSIC, without protest or demur or without reference to Successful bidder and notwithstanding any contestation or existence of any dispute whatsoever between Successful bidder and NSIC, pay NSIC, forthwith the sums so demanded by NSIC, in each of the demands, subject to a cumulative maximum amount of Rs.(Enter amount here) only.

2. Any notice / communication / demand from NSIC, to the effect that Successful bidder has failed to fulfil its commitments / obligations in respect of such services under the Contract shall

be conclusive, final and binding on the Bank and shall not be questioned by the Bank in or outside the court, tribunal, authority or arbitration as the case may be.

We, the Bank, HEREBY FURTHER AGREE & DECLARE THAT:

1. Any neglect or forbearance on the part of NSIC, to Successful bidder , or any indulgence of any kind shown by NSIC, to Successful bidder or any change in the terms and conditions of the Contract shall not, in any way, release or discharge the Bank from its liabilities under this Performance Guarantee.

2. This Performance Guarantee herein contained shall be distinct and independent and shall be enforceable against the Bank, notwithstanding any Performance Guarantee now or hereinafter held by NSIC, at its discretion.

3. This Performance Guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of this guaranteeing by and / or on behalf of the Bank or by merger or amalgamation or any change in the Constitution or name of the Successful bidder .

4. This guarantee shall not be affected by any change in the constitution of NSIC, or NSIC or winding up / liquidation of NSIC, whether voluntary or otherwise.

5. Notwithstanding anything contained herein above:

(a) The Bank’s overall liability under this Performance Guarantee shall not exceed Rs. (Enter amount here) only.

(b) This Performance Guarantee shall be valid for a total period of (Enter period here) months i.e. up to (Enter date here)

(c) The Bank is liable to pay the guaranteed amount or any part thereof under this Performance Guarantee if and only if NSIC serves the Bank claim or demand on or before (Enter date here)

(d) Thereafter the Bank shall stand discharged from all its liability under this Performance Guarantee and all your rights under this Performance Guarantee shall stand extinguished, irrespective of the fact whether the Performance Guarantee in original is returned back to us or not.

(e) The guarantor has, under its constitution, powers to give this guarantee and Mr. (Signatories) Official(s) / Manager(s) of the Bank who has / have signed this guarantee has/have powers to do so. IN WITNESS WHEREOF the Bank has caused these presents to be signed at the place and on the date, month and year first hereinabove written through its duly authorised official.

Signed and Delivered

CHAPTER 7

Draft Contract to be signed by the Selected Bidder

“Hiring of Project Management Consulting firm for Implementation of National SC & ST Hub in the Ministry of MSME”

THIS CONTRACT is made on the day of , 2016 BETWEEN, National Small Industries Corporation Limited, through General Manager (NSSH), NSIC Bhawan, Okhla Industrial Estate New Delhi – 110 020 (which term or expression shall, unless excluded by or repugnant to the subject or context, shall mean its assigns).

AND XXXX, a company registered under the Companies Act, 1956 having its registered office at XXXXXXXX (hereinafter referred to as the “Successful bidder”, (which term or expression, unless excluded by or repugnant to the subject or context, shall include its permitted assigns) represented by XXXXXXXX “Successful bidder”.

Successful bidder and NSIC shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

WHEREAS NSIC has engaged M/s XXXX as Consultant for developing and implementing transformation plan for NSIC.

And WHEREAS Successful bidder has agreed to develop and implement the transformation plan for NSIC as per the scope of work and terms and conditions given in the RFP issued by NSIC, and the Proposal submitted by the Successful bidder , for the period stipulated in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

7.1 Contract documents

All documents forming part of the Contract (and all parts of these documents) are intended to be read as a whole and complementary to each other. The RFP, subsequent clarifications, and the Proposal submitted by the Successful bidder shall form part of this Contract. In case of any conflict between the RFP and the Contract, the Contract shall prevail. The Contract shall be read as a whole.

This Contract, including its schedules annexure, forms, represents the entire Contract between the Parties as noted in this clause.

7.2 Interpretation

7.2.1 Language

All Contract documents, all correspondence, and communications to be given shall be written in English.

7.2.2 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of Purchaser and Successful bidder to the Contract.

7.2.3 Independent Consultant

The Successful bidder shall be an independent entity performing the contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the Parties to the Contract.

Subject to the provisions of the Contract, the Successful bidder shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, engaged by the Successful bidder in connection with the performance of the Contract shall be under the complete control of the Successful bidder and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract shall be construed to create any contractual relationship between any such employees, representatives, and the Purchaser.

7.2.4 No waiver

No relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

Any waiver of a Party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorised representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

Severability in any provision or condition of the Contract is prohibited by law or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

7.3 Notices

7.3.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be sent by electronic mail to the e-mail address of the relevant Party.

- a) Any notice delivered by electronic mail shall be deemed to have been delivered on the date of its dispatch.
- b) Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
- c) Either Party may change its postal, electronic mail, address or addressee for receipt of such notices by ten (10) days' notice to the other Party in writing.

7.3.2 Notices shall be deemed to include any approvals, consents, instructions, orders, and certificates to be given under the Contract.

7.4 Time for commencement

The Successful bidder shall commence work on the Purchaser's Project within seven (7) days from the date of issuance of award/work order, and the Successful bidder shall thereafter proceed with the Purchaser's Project in accordance with the time schedule specified in the RFP.

The Successful bidder shall complete the Purchaser's Project in accordance with the time schedule specified in the RFP, subject to modifications made with the prior written consent of Purchaser.

7.5 Successful bidder 's responsibilities

The responsibilities of the Successful bidder after the signing of the Contract will be governed under Chapters 3, 4, 5 of the RFP and this Contract.

7.6 Purchaser's responsibilities

- a) The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Successful bidder , except when otherwise expressly stated in the Contract.
- b) The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an agreed and finalised project plan.
- c) If requested by the Successful bidder , the Purchaser shall use its best endeavours to assist the Successful bidder in obtaining in a timely and expeditious manner all permissions necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Successful bidder or the personnel of the Successful bidder , as the case may be, to obtain.

7.7 Terms of payment

- a) The Successful bidder's request for payment shall be made to the Purchaser through its e-mail mentioned in the Proposal, accompanied by an invoice describing, as appropriate, the payment milestone.
- b) The Contract price shall be paid as specified in section 7.8 of the Contract. No payment made by the Purchaser herein shall be deemed to constitute acceptance by Purchaser of any service deliverable required in Chapter 4.
- c) The currency for payment would be INR.
- d) Undisputed payments will be made promptly by the Purchaser, but in no case later than twenty one (21) days after submission of a valid invoice by the Successful bidder subject to compliance of financial milestone.
- e) All payments are subject to the application of penalties defined and provided for in the RFP. The breach of any provision of this Contract may also result in the application of penalties provided under the RFP.
- f) It is clarified here that the Purchaser shall pay for the deliverables stated in accordance with the payment schedule specified in section 7.8.
- g) The payments to the Successful bidder would be made in accordance with all applicable taxes at the time of payment.

7.8 Payment Schedule

Purchaser will make payments to the Successful bidder based on the milestones achieved by the Successful bidder as given in Section 4.4 of the RFP:

Before making payments, Purchaser will have the right to verify the quality of the deliverables listed in Chapter 4 of the RFP and its conformity with the requirements set out in Chapter 4.

7.9 Confidential information

7.9.1 The rights and obligations of Parties in this section will be as per Section 5.32 of the RFP.

7.9.2 Rights of Purchaser and Successful bidder :

- a) The Successful bidder shall not use the Purchaser's Project data/ information gathered in Chapter 4 of the RFP for any other purpose other than for providing the Contract deliverables.
- b) All rights, title and interest in and to, and ownership in, Information gathered while conducting the Purchaser's Project under the Contract will remain solely with the Purchaser. The Successful bidder shall be entitled to use such proprietary information only during the term and only for the purposes of performing the Purchaser's Project.

7.10 Guarantee

The Successful bidder guarantees that it shall complete the Purchaser's Project within the time periods specified in Section 4.4 of the RFP and/or the agreed and finalised Contract.

7.11 Representation and warranties of the Successful bidder

The Successful bidder warrants and represents to the Purchaser that:

- a) It is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Contract and to carry out the transactions contemplated hereby.
- b) It is a competent provider of the service of providing management and IT consulting.
- c) It has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Contract and to validly exercise its rights and perform its obligations under this Contract.
- d) From the effective date, it will have the financial standing and capacity to undertake the Contract in accordance with the terms of this Contract.
- e) This Contract has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract shall be legally valid, binding and enforceable against it in accordance with the terms hereof
- f) The information furnished in the Proposal is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Contract.
- g) The execution, delivery and performance of this Contract shall not conflict with, result in the breach of, constitute a default by any of the terms of its memorandum and articles of association or any applicable laws or any covenant, contract, arrangement, understanding, decree or order to which it is a Party or by which it or any of its properties or assets is bound or affected.
- h) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Contract or which individually or in the aggregate may result in any impairment of its ability to perform any of its obligations under this Contract.
- i) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality which may result in any adverse effect on its ability to perform its obligations under this Contract and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Contract.

- j) It has complied with applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an adverse effect on its ability to perform its obligations under this Contract.
- k) No representation or warranty by it contained herein or in any other document furnished by it to Purchaser in relation to the required consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading
- l) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Contract or for influencing or attempting to influence any officer or employee of Purchaser in connection therewith.

7.12 Representation and warranties of the Purchaser

Purchaser represents and warrant to the Successful bidder that:

- a) It has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Contract, exercise its rights and perform its obligations, under this Contract and carry out the transactions contemplated hereby.
- b) It has taken all necessary actions under applicable laws to authorize the execution, delivery and performance of this Contract and to validly exercise its rights and perform its obligations under this Contract.
- c) It has the financial standing and capacity to perform its obligations under the Contract.
- d) It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Contract or matters arising there under including any obligation, liability or responsibility hereunder
- e) This Contract has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Contract shall be legally valid, binding and enforceable against it in accordance with the terms thereof
- f) The execution, delivery and performance of this Contract shall not conflict with, result in the breach of, constitute a default under required by any of the applicable laws or any covenant, contract, arrangement, understanding, decree or order to which it is a Party or by which it or any of its properties or assets is bound or affected
- g) There are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Contract.
- h) It has no knowledge of any violation or default with respect to any order, writ, injunction

or any decree of any court or any legally binding order of any government instrumentality which may result in any adverse effect on the Purchaser's ability to perform its obligations under this Contract and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Contract.

- i) All information provided by it in the RFP in connection with the Contract is, to the best of its knowledge and belief, true and accurate in all material respects
- j) In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under the Contract.

7.13 Transfer of ownership

The Purchaser's Project will be transferred to the Purchaser at zero cost on the completion of the Purchaser's Project.

7.14 Assignment

The rights and obligations of Parties under this section will be as per section 5.34 of the RFP.

7.15 Deductions for non-performance and penalties

The rights and obligations of Parties under this section will be as per section 5.24 of the RFP.

7.16 Suspension of work

The rights and obligations of Parties under this section will be as per section 5.45 of the RFP.

7.17 Liabilities

The rights and obligations of Parties under this section will be as per section 5.23 of the RFP.

7.18 Governing law

The rights and obligations of Parties under this section will be as per section 5.26.3 of the RFP.

7.19 Dispute resolution

The rights and obligations of Parties under this section will be as per section 5.33 of the RFP.

7.20 Termination

The rights and obligations of Parties under this section will be as per section 5.35 of the RFP.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Successful bidder]

[Authorized Representative]