

RFP Ref. No: NSIC/HO/NSSH/PMC/01/2021-22

Date of issue: 25.08.2021



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

Request for Proposal

For

**'Hiring of Project Management Consulting Firm for
Implementation of National SC-ST Hub (NSSH)'**

National Small Industries Corporation Ltd.
NSSH Division,
NSIC Bhawan, Okhla Industrial Estate
New Delhi - 110 020
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Table of Contents

Section No.	Particular
1.	7
1.1.	7
1.2.	7
1.3.	9
1.4.	9
2.	18
2.1.	18
2.2.	18
2.3.	21
2.4.	26
3.	30
3.1.	30
3.2.	32
3.3.	38
4.	40
5.	54
6.	55
7.	55
8.	55
9.	55
10.	56
11.	57
12.	58
13.	58
14.	58
16.	59
17.	59
18.	60
19.	62
20.	62
21.	62
22.	62

23. Suspension of work	63
24. Governance and Project Management	63
25. Indemnity Clause	64
26. Intellectual Property	64
27. Forms/Annexures	67
27.1. Form 1: Checklist of documents -RFP no. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021 for Hiring of Project Management Consulting Firm for Implementation of National SC - ST Hub (NSSH)	67
27.2. Form 2: Cover Letter-cum- Commercial compliance certificate -Proposal submission	69
27.3. Form 3: Profile of the Bidder	70
27.4. Form 4: Documental evidence in favour of Authorized signatory	71
27.5. Form 5: Turnover from operations & Tangible Net Worth in India for the period from FY 2017-18 to 2019-20	74
27.6. Form 6: Pre-Qualification Proposal	75
27.7. Form 7: Declaration for not being blacklisted	77
27.8. Form 8 : Declaration of 'non-involvement'	78
27.9. Form 9: Current resource strength as on March'2021	79
27.10. Form 10: Total value of Purchase / Work Orders received	80
27.11. Form 11: Purchase / Work Orders for category consideration	81
27.12. Form 12: Letter confirming 'No Deviation'	82
27.13. Form 13: Approach and Methodology	83
27.14. Form 14: Team Deployment Structure	84
27.15. Form 15 :Format of CVs of proposed Professionals (individuals)	85
27.16. Form 16: Financial Proposal	87
27.17. Form 17: Pre-Bid Query Format	88
27.18. Form 18: Agreement / Contract (to be executed by the successful bidder)	89
27.19. Form 20- Bid Security Declaration	98

Key Information

Request for Proposal (RFP) no. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021 for "Hiring of Project Management Consulting Firm for Implementation of National SC-ST Hub"

Scope of work	Providing professional manpower services for undertaking all activities and functions for implementation of National SC-ST Hub scheme of the Ministry of MSME, Gol as specified in RFP.
Tender document (e-Tendering portal)	Tender documents available at e-tendering portal : www.tenderwizard.com/NSIC, https://eprocure.gov.in, http://www.nsic.co.in/tenders.asp However, online bidding is to be done <u>only</u> on www.tenderwizard.com/NSIC
RFP type	Open
Date and time of availability of RFP for downloading	25.08.2021, 1500 hrs
Date & Time of Pre-Bid Meeting	31.08.2021, 12 Noon
Venue for Pre-Bid Meeting	Online meeting (Link will be shared with bidders)
Closing date and time for participation on e-tendering portal (Last date of submission of offer)	15.09.2021, 1500 hrs
Date and time of opening of Pre-qualification offer	15.09.2021, 1530 hrs
Date and time of opening of Technical Offer	20.09.2021, 1500 hrs
Date and time of Technical Presentation	24.09.2021, 1500 hrs
Date and time of opening of Financial Offer	28.09.2021, 1500 hrs
Bid Offer Validity (from End Date)	180 days
Ministry / State name	Ministry of Micro, Small & Medium Enterprise, Govt. of India
Department name	NA
Organization name	National Small Industries Corporation Ltd. (NSIC)
Office name	National Small Industries Corporation Ltd. (NSIC), Head Office, New Delhi
Item Category	Hiring of Project Management Consulting Firm for Implementation of National SC-ST Hub
Earnest Money Deposit	Earnest Money / Bid Security Deposit: NIL as per OM no. DPE/7(4)/2017-Fin (Part-I) dated 19.11.2020 of Department of Public Enterprises, Gol. <u>Bid Security Declaration</u> must be given by the bidders as per Form 20 of the RFP.
Bid Evaluation Method	Combined Quality-Cum-Cost-Based System (CQCCBS)

Period of contract	3 (three) years from date of signing of Contract or upto the date of continuation of implementation of NSSH scheme through NSIC or validity of National SC-ST Hub scheme, whichever is earlier. If required, the duration may be extended by another 2 (two) year based on team's performance during the contract period, with mutual consent at the same cost indicated in the financial proposal.
Minimum average annual turnover of the bidder	Rs.100 Crore during each of the last 3 financial years (FY 2017-18, 2018-19, 2019-20)
Years of past experience required	3 years
Past experience of similar services required	Yes , as per RFP
Documents required from the bidders	As per RFP
Bid to RA enabled	No
Cost of RFP document	Nil
Time allowed for technical clarifications during Technical evaluation	2 days
Estimated Bid Value	Rs. 1/-
Bid splitting	No applied
Bidder participation charges	Bidder has to pay participation charges of Tenderwizard as applicable
Performance Security (Performance Bank Guarantee)	Performance Bank Guarantee for 3% (three percent) as per OM no. DPE/7(4)/2017-Fin (Part-I) dated 19.11.2020 of Department of Public Enterprises, Govt. of India. The successful bidder has to furnish an unconditional irrevocable and continuing Performance Bank Guarantee of 3% (three percent) of the value of the contract as performance security and the same is required to be further extended on extension of the contract based on the required and performance of the bidder.
Office address and Contact Person for Queries	General Manager-SG, NSSH Division, National Small Industries Corporation Limited, NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020 Tel.011-26911109, Email: nsshsupport@nsic.co.in

Note :

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.

All bidders are requested to download, see and read very carefully the complete RFP documents to give best proposal at their end without any doubt.

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 NSIC and the Successful Bidder as stated in the draft contract set out in 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 (**Section-2**).
- 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, Expert IT Solutions, Media / IEC Expert, Sr. Consultants, Consultants.
- 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 organizations in the areas of vendor development, marketing assistance, capacity building etc. and excludes IT Hardware and Software networking etc.
- 14) "NSIC's Project" means the assignment for National SC-ST Hub (NSSH), an initiative of the Ministry of MSME, Govt. of India as described in this RFP.
- 15) "NSSH" means National SC-ST Hub (NSSH), an initiative of the Ministry of MSME, Govt.
- 16) "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 NSIC.
- 17) "PMC" means Project Management Consulting Firm, "PMU" means Project Management Unit where the successful bidder / PMC would deploy it's professionals
- 18) "RFP" means this document or Request for Proposal, along with any addenda/corrigenda that may be issued by the NSIC.
- 19) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in this RFP.
- 20) "Successful Bidder" means the Bidder selected at the end of the proposal evaluation process pursuant to this RFP.
- 21) "Terms of Reference" (TOR) means the document included in the RFP as Section 2 which explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the NSIC and the Consultant, and expected results and deliverables of the assignment.
- 22) "Track" refers to various functions / activities under National SC-ST Hub.

1. Instruction to the bidders

1.1. Introduction

1. NSIC will select an agency, in accordance with the method of selection specified in the sections Pre-Qualification Criteria (section 3.1), Criteria for technical selection (section 3.2) and Evaluation of Financial Proposals (section 3.3) of the RFP.

The Bidders are invited to submit their eligibility documents, Technical Proposal and Financial Proposal as per applicable sections and Forms for providing services to NSSH as specified in this RFP. The Proposal will be the basis for a Contract with the selected Agency.

2. RFP documents can be downloaded from our website www.nsic.co.in and also www.tenderwizard.com/NSIC and <https://eprocure.gov.in/eprocure/app> free of cost.
3. The **Earnest Money / Bid Security Deposit - NIL** as per OM no. DPE/7(4)/2017-Fin (Part-I) dated 19.11.2020 of Department of Public Enterprises, Govt. of India. **However Bid Security Declaration must be submitted by the bidders as per Form 20 of the RFP.**

The bids without **Bid Security Declaration** will be rejected.

4. The Bidder must submit an undertaking on its letter head that they have **not been blacklisted** by any Government Department (Central/ State/ Autonomous/PSU) in India. Self-declaration is required as per **Form-7**.
5. NSIC reserves the right to accept or reject any or all the quotations received in response to the above referred invitation, without assigning any reason.
6. **Consortium of Bidders is not allowed.**
7. **Subletting of the contract in part or full is not allowed.**
8. This RFP document is non-transferrable.

1.2. E-Tendering Procedure:

1. The complete Tender Document can be viewed / downloaded from the e- Tendering portal i.e. www.tenderwizard.com/NSIC and <https://eprocure.gov.in/eprocure/app> free of cost or link on Tender section of NSIC website i.e. www.nsic.co.in. Tender documents will be available online from DD/MM/YYYY.
2. A Bidder's Manual containing the detailed guidelines for e-Tendering system is also available on e-Tendering portal of NSIC i.e. www.tenderwizard.com/NSIC.
3. It is mandatory for all the bidders to have Class-III Digital Signature Certificate from any of the licensed Certifying Agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Tendering of NSIC.
4. It is mandatory for the bidders to get their firm/company registered with e- Tendering portal of NSIC, i.e. www.tenderwizard.com/NSIC to have user ID & password on payment of non-refundable annual registration charge. Registration charges are to be paid online using the e-payment gateway to ITI Limited on the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

5. Validity of Bidder's Registration on the e-Tendering portal.

Bidders may note the following:

- It shall be the sole responsibility of the bidder(s) to keep the registration valid up to the original/ extended date of submission of bid.
 - Bids can be submitted only during the validity of their registration.
6. NSIC may issue addendum(s)/ corrigendum(s) to the Tender documents. In such case, the addendum(s) /corrigendum(s) shall be issued and placed on website www.tenderwizard.com/NSIC at any time before the closing time of tender. The bidders who have downloaded the Tender documents from website must visit the website and ensure that such addendum(s)/ corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to check the web site for any such corrigendum/addendum till the time of closing of tender and ensure that bid submitted by them are in accordance with all the corrigendum/addendums.
7. The Tender documents should be submitted online on or before 15.09.2021, 1500 hrs, in the prescribed format given on the websites and bids received online shall be opened as per the schedule given at page no. 4 above. No other mode of Bid submission is acceptable. Detailed credentials as per the requirement of Pre-Qualification (eligibility criteria) and all the tender documents are to be submitted online.
8. Bidders cannot submit the Tender after the due date and time of e-bid submission. Time being displayed on e-procurement portal of NSIC ("Standard Time") shall be final and binding on the bidders. E-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.
9. The bidders are advised to submit their e-bids well before the e-bid due date. NSIC or Tender-wizard shall not be responsible for any delay in submission of e-bids for any reason whatsoever.
10. The complete application shall be signed by the Authorized Signatory of the bidder & submitted "online" and Bid Sheets should be filled and submitted "online" only. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in different file format (PDF, JPEG). Bidders can upload a single file of size 5 MB only but they can upload multiple files.

e-Tendering Registration queries	Registration help desk	011-49424365	twregdelhi@etenderwizard.com
DSC Queries	Help Desk	011-49424365	
For e-Tendering Queries	Help Desk	011-49424365	
	Mr. Saurabh Parashar	8800378607	saurabh.k@etenderwizard.com

1.3. Modification / Substitution / Withdrawal of Application:

In the event of modification/ substitution/ withdrawal of the Application, the bidder may modify, substitute or withdraw the documents of its Application after submission prior to the Application due date.

For withdrawal of the documents of the Application, the bidder will have to click on withdrawal icon at Tender Wizard and can withdraw its Application. However, it may be noted that once the bid has been withdrawn, bidder cannot participate again for the same e-tender. The bidder may modify or substitute the Bid documents of the Application after submission, provided that the bidder update the old documents submitted in the electronic form from the Tender Wizard and also upload the modified or substituted documents.

NOTE: Do not withdraw your bid in case of any modification/substitution of application. Withdrawal will not allow further participation / modification / substitution of application.

1.4. General Instructions and other conditions:

1. The Scope of Work, Evaluation Criteria, Bid Procedures and various clauses are prescribed in the RFP Document.
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 as 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.
3. **List of documents** - Bidders must submit all documents listed in the RFP as per **Form 1 "Checklist of documents"**.
4. Any application received incomplete or without all required documents, attachments and EMD-Bid Security Declaration shall not be considered. 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). Appropriate Forms / Tables have to be mandatorily filled in.
5. It may be noted that the costs of preparing the proposal are not reimbursable and NSSH is not bound to accept any of the proposals submitted.
6. The bidders are required to provide professional, objective, and impartial service and at all times will hold the NSIC's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own Corporate interests.
7. Bidder must observe the highest standards of ethics during the selection and execution of the contract. NSIC may reject a proposal at any stage if it is found that the bidder recommended for award has indulged in corrupt or fraudulent activities in competing for or in executing the

contract in question, and may also declare the bidder ineligible or black list the firm, either in definitely or for a stated period of time.

8. The Representative of NSIC is the General Manager-SG (NSSH), National Small Industries Corporation Limited, Government of India Enterprise and can be contacted at e-mail: nsshsupport@nsic.co.in
9. **Pre-bid meeting and clarification on bid documents-**
 - a) Pre-bid meeting will be held virtually/online in view of Covid-19 pandemic on the date mentioned in the RFP (refer page no.4). The detailed link and time will be communicated to the participating bidders. However any change in the pre-bid meeting shall be intimated to all the bidders.
 - b) The Bidder or his Authorized 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.
 - c) For Clarification on bid document, the prospective Bidder requiring any clarification on the Bid Document may submit their queries as per **Form 17**. Queries/ clarifications/ request for information pertaining to the RFP must refer to the specific sections and clauses of the RFP.
 - d) NSIC's responses to Bidder's queries/ clarifications will be furnished during the pre-bid meeting and thereafter on the e-tendering portal. NSIC will respond in writing, to any request for clarification to queries on the RFP, **if received through e-mail(nsshsupport@nsic.co.in) not later than the 2 working days before the date of the Pre-bid meeting.**
 - e) Based on discussions held during the pre-bid meeting, amendments / clarifications in the RFP Document (if any) will be hosted on the websites of NSIC (www.nsic.co.in) and e-tendering portal www.tenderwizard.com/NSIC.
 - f) Any modification / changes in the RFP, 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 on the e-tendering portal mentioned in the RFP.
 - g) NSIC is not obligated to respond to all queries.
 - h) No queries will be entertained after the pre-bid meeting.
 - i) Bidders shall not contact NSIC on any matter relating to their Proposals, from the time of Proposals submission to the time the Contract is awarded except for pre-bid meeting. NSIC 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 for pre-bid queries. All communications and/ or clarifications to be made by NSIC will be published on its e-tendering portal only.

10. **Earnest Money / Bid Security Deposit: NIL as per OM no. DPE/7(4)/2017-Fin (Part-I) dated 19.11.2020 of Department of Public Enterprises, Gol. However, Bid Security Declaration must be submitted by the bidders as per Form 20 of the RFP.**
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 NSIC.
12. An undertaking on the letterhead of the bidder and signed by the authorized person, that the bidder will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document and at the cost submitted by the bidder in the financial proposal (the cost is not to be indicated in the undertaking). The above undertaking submitted by the bidder would be binding on them.
13. **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 NSIC, and NSIC will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
14. **Language of proposal** – The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposal exchanged between the Bidder and NSIC, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
15. **Bid Amount** –The bidder must indicate the total bid value inclusive of all taxes as applicable after working as per the Financial Proposal (Form-16 of RFP). The Form-16 is to capture the individual cost of the role positions and taxes thereon as applicable. The Bidder shall indicate the prices in the prescribed form for Financial Proposal (**Form16 of RFP**) in strict compliance with the format given. No revision in the bid amount shall be allowed. **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 Bid Amount shall be indicated in Indian Rupees (INR) only. Proposal submitted with an adjustable price quotation will be treated as non- responsive and rejected. The statutory variation in all taxes, except for GST, if any, or the imposition of a new tax within the Contract period shall be borne by the Consultant.
16. **Prices should not be indicated in the proposal section addressing "Pre-Qualification" nor "Technical" and should only be indicated in the 'Financial' proposal.**
Financial offer if indicated in Technical Offer would lead to rejection of the bid. NSIC will select successful bidder, in accordance with the method of selection specified in RFP. Prices in any form or by any reason before opening of the financial proposal should not be revealed.
17. **Taxes 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. NSIC shall

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

18. Amendment of Bid Document

- a. At any time prior to the Bid Due Date, NSIC 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.
- b. The amendment will be notified on the e-tendering portal and will be binding on the Prospective Bidders.
- c. In order to provide prospective Bidders reasonable time in which to take the amendment/ corrigendum/ addendum into account in preparing their bids, NSIC may, at its discretion, extend the Bid Due Date.
- d. NSIC 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.

19. No Deviation-Terms & conditions specified in the RFP shall be binding on the part of bidder. Any deviation/exception in any form may result in rejection of bid. The bidder should not take any exceptions/deviations anywhere in the bid. If any deviation/ exceptions mentioned are noticed, the proposal bid shall be rejected. Undertaking as per **Form 12** is to be provided by the bidder.

20. Blacklisting and Non-involvement - 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. Declaration in this regard as per **Form 7** is required to be submitted by the bidders.

An Undertaking on the letterhead of the Bidder is required to be submitted as per **Form 8** regarding non-involvement of any other entity or Government of India in respect of the present Contract.

21. Conflict of Interest - NSIC requires that successful bidder should provide professional, objective, and impartial advice and at all times hold NSIC's interests paramount, strictly avoid conflicts of interest with other assignments/job or their own corporate interests and act without consideration for future work.

Without limitations on the generality of the foregoing, successful bidder and its professionals, 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:

(a) **Conflicting Activities:** A bidding firm that has been engaged by NSIC 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 bidding firm 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 NSIC.

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

- The preparation of the Terms of Reference of the Assignment/job;
- The selection process for such Assignment/job; or
- 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 NSIC throughout the selection process and the execution of the Contract.

(d) The bidding firm has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NSIC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification or the termination of its Contract.

(e) No agency or current employees of NSIC shall work as Consultants under their own ministries, departments or agencies.

(f) **Unfair Advantage:** If a bidding firm could derive a competitive advantage from having provided consulting services related to the assignment in question, NSIC shall make available to all other bidders together with this RFP all information that would in that respect give such bidder any competitive advantage over competing bidders.

22. **Fraud and Corruption** - It is required that bidders participating in this RFP adhere to the highest ethical standards, both during the selection process and throughout the execution duration of the contract. The NSIC :

(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 NSIC, 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 bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

(c) the bidders shall be aware of the provisions on fraud and corruption.

23. **Validity of Proposal** - Period of validity of the proposal is **180 days** after the date of opening of Technical Proposal. Bidders will not be entitled during the said period of **one hundred eighty (180) days**, to revoke or cancel their Proposals or to vary the Proposals given or any term thereof. During this period, Bidders shall maintain the availability of professional staff nominated in the Proposal.

NSIC 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.

24. **Format and Signing of Proposal**

a) The Bidder shall provide all the information sought under this RFP. NSIC 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.

b) The Bidder shall submit the details of experience -Purchase Order or Work Order/Contract for each assignment/project as requested in **Form 10** and **Form 11**.

c) All typed documents and Forms must have the **Font size "12 pt"**.

d) 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 initialed by the person or persons signing the Proposal.

25. **Performance Security:**

a) Performance Bank Guarantee -The successful bidder has to furnish an unconditional irrevocable and continuing Performance Bank Guarantee of 3% (three percent) of the value of the contract as performance security and the same is required to be further extended on extension of the contract based on the required and performance of the bidder.

b) The Performance Bank Guarantee should remain valid for a period of **additional 60 days** beyond the completion of the period of contract.

- c) All expenses incurred in obtaining of such performance bank guarantee including extension, if any, shall be borne by the successful bidder.
 - d) In case of any extension, the Successful bidder shall be required to extend / renew the Performance Guarantee as may be requested by NSIC.
26. NSIC is however not bound to accept any tender or to assign any reason for non-acceptance. NSIC reserves its right to accept the tender either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
27. NSIC reserves the right to place an order for the full or part quantities under any items of work under scope of work.
28. Bidders submitting proposals will not be permitted to alter or modify their bids after uploading of bids.
29. NSIC reserves its right not to accept bids from bidders resorting to unethical practices or on whom investigation/enquiry proceedings has been initiated by Government Investigating Agencies / Vigilance Cell.
30. **Termination:** NSIC may terminate the Contract/Agreement executed with successful bidder in case of the occurrence of any of the events specified below:
- a. If the successful bidder becomes insolvent or goes into compulsory liquidation.
 - b. If the successful bidder, in the judgment of NSIC, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - c. If the successful bidder submits to NSIC false statement which has a material effect on the rights, obligations or interests of NSIC.
 - d. If the successful bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to NSIC.
 - e. If the successful bidder fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing.
 - f. In such an occurrence NSIC shall give a written advance notice of 30 days before terminating the Contract of the successful bidder.
31. **Local conditions -**
- a) 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.
 - b) 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.

- c) 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.
- d) 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 NSIC. In addition, neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by NSIC on account of failure of the Bidder to appraise themselves of local laws and conditions.

32. **Jurisdiction:** The court of competent jurisdiction shall alone have exclusive jurisdiction.

Terms of Reference

For

**'Hiring of Project Management Consulting Firm for
Implementation of National SC-ST Hub (NSSH)'**

2. Terms of Reference

2.1. Introduction - National SC-ST Hub

Union Finance Minister in the Budget Speech for FY 2016-17 had mentioned the constitution of National Scheduled Caste and Scheduled Tribe Hub (NSSH) in the Ministry of Micro, Small and Medium Enterprises in partnership with Industry Associations. The Scheme was launched by the Hon'ble Prime Minister in October 2016, with the objective to provide professional support to Scheduled Caste and Scheduled Tribe entrepreneurs to fulfill the obligations under the Central Government Public Procurement Policy for Micro and Small Enterprises (MSE) Order, adopt applicable business practices and leverage the Stand-Up India initiative.

National SC-ST Hub (NSSH) scheme is aimed at capacity enhancement of SC/ST entrepreneurs and promoting "entrepreneurship culture" amongst the SC / ST population. The Scheme is empowering the SC/ST population to participate in public procurement process and fulfill the mandated target of 4% procurement from SC/ST enterprises under Public Procurement Policy by the Ministries, Departments and CPSEs. The scheme is being implemented by the Ministry of MSME through **National Small Industries Corporation (NSIC)**, a public sector enterprise under the administrative control of this Ministry. The details of various sub-schemes / components under National SC-ST Hub are available at NSSH website www.scsthub.in.

The scheme has made a positive impact and has addressed critical issues of the SC/ST entrepreneurs to help them upgrade their skills and has enhanced their participation in the public procurement process which is evident from the steady increase in procurement uptake from SC/ST enterprises from CPSEs.

Through this RFP, NSIC intends to engage a management consulting firm to provide qualified and experienced consulting manpower to undertake implementation of various activities, components, sub-schemes of National SC-ST Hub towards meeting it's objectives.

2.2. Implementation of NSSH:

The Hub operates out of the National Small Industries Corporation (NSIC) headquartered in Delhi, supported by a special cell created for this purpose. Three committees have been formulated that help in the functioning of the Hub:

- **High Powered Monitoring Committee:** Minister of MSME is the chairperson of the committee. The committee members are representatives of various stakeholders including States, various Ministries, Industry associations & SC/ST entrepreneurs. Primarily, this committee monitors the overall activities of the Hub at the highest level.
- **Advisory Committee:** The Chairperson of this committee is Chairman, DICCI (Dalit Indian Chamber of Commerce & Industry). This committee works directly under the High-Powered

Monitoring Committee. It brings the industry and SC/ST entrepreneurs' perspective to the Hub with the purpose of developing an effective, mutually beneficial relationship between the target group and the government. It also helps in promoting affirmative action in private sector to encourage supplier diversity.

- **Empowered Project Approval Committee:** Secretary, Ministry of MSME chairs this committee. As the Hub is dynamic in nature and will evolve over the envisaged period, requirement of funds for various activities is likely to vary depending on the emphasis areas or changes in identified focus areas. This Committee would ensure such flexibilities with a view to accommodate changing requirements of SC/ST entrepreneurs.

Key functions of National SC-ST Hub are outlined below:

- Collection, Collation and Dissemination of information regarding SC/ ST enterprises and entrepreneurs.
- Capacity building among existing and prospective SC/ST entrepreneurs through skill training and EDPs.
- Vendor Development involving CPSEs, NSIC, MSME-DIs and industry associations
- Promoting participation of SC/ST entrepreneurs in exhibitions.
- 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.
- Working with States as well as other organisations for SC/ST entrepreneurs. Policy advocacy with states for public procurement and development schemes.
- Facilitating SC/ST entrepreneurs participating in public procurement, e- Platform of DGS&D and monitoring the progress.
- Facilitating credit linkages for SC/ST entrepreneurs.

To support the growth of entrepreneurship among SC/ST population and for effective last mile mobilization, various interventions in the areas of capacity building, market linkages, collaboration with State Governments, etc. have been introduced under NSSH scheme.

The approved existing sub-schemes / interventions under National SC-ST Hub as on date include:

- i. Special Credit Linked Capital Subsidy Scheme (SCLCSS) to provide assistance in the form of subsidy for capital investment in plant & machinery. There is provision for 25% capital subsidy to the SC/ST MSEs of manufacturing sector for procurement of plant & machinery against institutional finance (subsidy limited to maximum Rs. 25 lakh).
- ii. Capacity building of existing & aspiring SC/ST entrepreneurs by skill/ entrepreneurship development training programs through Government/ Autonomous training institutions

- iii. Distribution of toolkits under Capacity Building programme worth up to Rs. 20,000/- (including GST) per candidate for successfully completing training as a handholding support to initiate self-employment.
- iv. CPSE outreach – onboarding of dedicated nodal officers at CPSEs for supporting SC/ST entrepreneurs on their public procurement requirements and facilitating special vendor development programs for product/service mapping with SC/ST MSME suppliers.
- v. Subsidy for participation in domestic and international exhibitions / trade fairs to the SC/ST enterprises under Special Marketing Assistance Scheme (SMAS) to enhance competitiveness and marketability of their products / services and showcase the competencies of target beneficiaries.
- vi. Providing funds to State Government's nominated agencies for creation of an ecosystem focusing on the growth of SC-ST MSEs. States are empowered to utilize the allotted funds for developing market linkages, Vendor Development programs, SC-ST MSEs participation in Domestic/International exhibitions and skill development.
- vii. 100% subsidy to obtain NSIC's Registration under the Single Point Registration Scheme (SPRS) for government purchases with a nominal fee of Rs. 100/-.
- viii. Reimbursement of 100% annual membership fee for membership of the B2B portal (MSME Mart) of NSIC for SC/ST entrepreneurs. Subsidy of 80% is allowed to the entrepreneurs for renewal of membership.
- ix. Reimbursement of 50% or Rs. One lakh whichever is less (excluding applicable taxes) on performance bank guarantee charges paid by SC/ST MSEs for participation in tenders of Central/State Government and PSEs.
- x. Reimbursement of 50% or Rs. One lakh whichever is less (excluding applicable taxes) on bank loans processing fee / charges paid by SC/ST MSEs in availing business loans.
- xi. Reimbursement of 50% or Rs. One lakh whichever is less (excluding applicable taxes) on testing charges/fee of NABL accredited/ Government laboratories and BIS for raw material, semi-finished/finished products per financial year.
- xii. Reimbursement of 50% or Rs. 20,000/- whichever is less (excluding applicable taxes) in a financial year to SC/ST entrepreneur on membership fees charged by various Export Promotion Councils.
- xiii. Reimbursement of 90% or Rs. 1,00,000/- whichever is less (excluding applicable taxes) of the course fee for short term training programs conducted by top 50 management institutes identified by M/o Human Resource Development under National Institutes Ranking Framework (NIRF).

The above interventions / sub-schemes are under revision. Further, to provide handholding support to SC/ST entrepreneurs across their business lifecycle, 15 National SC-ST Hub Offices (NSSHOs) have been set up across the country at locations viz. Agra, Lucknow, Ludhiana, Mumbai, Pune, Kolkata, Patna, Bhubaneswar, Ranchi, Bangalore, Chennai, Guwahati, Shillong, Surat and Hyderabad. These NSSHOs are offering support to the SC-ST MSEs on bid participation, participation in special vendor

development programmes, CPSE connects, e-tender trainings, GeM, Udyam registration, finance facilitation, etc.

For more information on initiatives undertaken by NSSH for socio-economic development of ST-ST owned SMEs, please visit website: www.scsthub.in

2.3. Scope of work

Since inception of the scheme, the total number of SC/ST enterprises earning contracts from CPSEs has witnessed almost 3-fold increase i.e., 2,255 in FY 2017-18 to 6,779 in FY 2020-21 as per MSME Sambandh portal. NSSH is at a stage to scale up and intends to pivot as NSSH 2.0 in its next phase of implementation, where largely the Project Management Consultants (PMC) will be required to draw the strategic roadmap to increase the outreach of the scheme and accelerate the last mile impact. PMC will also be required to draw the blueprint for utilizing digital platforms and build sustainable frameworks across all tracks/interventions listed hereunder.

NSSH scheme intends to co-leverage inter and intra Ministry schemes to provide benefits on a hub-n-spoke model. The scheme is at a critical juncture to scale up and work at an aggregate level to expand the scope of the "Hub" by leveraging various schemes of other Ministries and Ministry of MSME i.e. MSE-CDP, SFURTI, PMEGP, CGTMSEASPIRE, IC, Stand up India, etc. in SC/ST dominant clusters to create a comprehensive database of SC/ST entrepreneurs at national level and address some of the persisting challenges faced by the existing entrepreneurs in terms of participation in public procurement, access to technology, infrastructure, marketing, etc. for holistic development of the ecosystem.

Other sources of data may be sourced from affiliated organizations like MSME-DI offices, NI-MSME, KVIC, NSIC, State Governments, Industrial Associations, Sector Associations etc. to create and identify the MSMEs owned by SC-ST entrepreneurs.

The scheme has been impactful to promote the growth of SC-ST MSEs and has addressed critical issues of the SC/ST entrepreneurs to help them upgrade their skills and establish market linkages. Therefore, it is anticipated that outcome of scheme will be increased significantly in future through more participation of SC-ST MSEs to avail benefits of the scheme and its sub schemes.

It is expected from the PMC, that all the interventions are scaled up further to reach more beneficiaries across the country and leverage intra and inter Ministry schemes for the benefit of SC/ST entrepreneurs.

The overall scope envisages the team of consultants provided by the successful bidders taking the NSSH scheme implementation forward. The broad level scope of work across all tracks/interventions is defined as below. It is to be noted that these tracks are representative and not exhaustive. The functions of National SC-ST Hub will be governed by its guidelines and the consequent directives thereafter.

Track 1: CPSE Outreach and Public Procurement Support

To enhance the procurement from SC/ST entrepreneurs and to achieve the mandate of Public Procurement Policy, effective communication channel has been established with more than 150 CPSEs through dedicated nodal officers for procurement support. PMC is required to further design and develop a strategy to increase the public procurement process for SC/ST entrepreneurs as part of NSSH 2.0.

- Establish linkages between SC-ST MSMEs & CPSEs through demand supply mapping & organize targeted Special Vendor Development Programs.
- 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.
- Understand and build a strategy to leverage GeM, CPPP and CPSE procurement related portals for SC/ST entrepreneurs.
- Analysis of existing connects between MSEs and CPSEs.
- Develop touch point at each CPSEs for effective implementation.
- Track the procurement made by CPSEs from MSEs including SC-ST MSEs on a quarterly basis and necessary information relating to the requirement of CPSEs in terms of items required, quantity, specifications, last purchase price etc.
- Scrutiny of data on SC/ST MSMEs with respect to line of activity, scale of operations, geography etc.
- Mapping the MSE products with the past trends of CPSE procurement and annual procurement plan.
- Assist in establishment of formal communication with CPSEs to enable procurement from SC/ST MSEs.
- Build framework for sharing and validating SC/ST MSE data with CPSEs.
- Develop framework for Mentoring and hand holding support to SC/ST entrepreneurs.
- Continuous collaboration with CPSEs for SC-ST MSE onboarding.
- Identification and implementation strategy for SC-ST MSEs having potential to export for connecting with international buyers.

Track2: Implementation of existing sub-schemes

- Devise framework for effective Implementation, Monitoring, Reporting, Coordination, Efficiency and Effectiveness with outcome reports.
- Build strategy to enable large number of SC/ST owned enterprises to avail benefits under the sub-schemes of NSSH.
- Devising of MIS for weekly monitoring of activities undertaken by NSSH and other support offices.
- Promotion of existing schemes and sub-schemes through various channels.

- Digital enablement of reimbursement schemes for effective implementation and monitoring.
- Introduction of new interventions to cater to the needs of SC-ST owned MSEs.

Track3: Capacity Building

Capacity building is one of the key interventions to enhance the competitiveness of SC/ST entrepreneurs. PMC will be required to build the strategy to align SC/ST entrepreneurs' training requirements with courses in demand by businesses in clusters, enterprises and partners.

- Preparation and implementation of strategy to enable the SC/ST owned enterprises adopt the global best practices applicable to MSMEs in India.
- 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.
- Develop approach and methodologies to enhance marketing capabilities & competitiveness of the SC/ST owned MSEs and accordingly devise appropriate interventions.
- Preparation and implementation of strategy to enable a much larger number of SC/ST owned enterprises coming forward and availing National Manufacturing Competitiveness Program (NMCP) and Special Credit Linked Capital Subsidy Scheme (SCLCSS).
- Capacity building among existing & prospective entrepreneurs, skill training, EDPs through identified well established incubation centers and other institutions in India.
- Identification and facilitating demand-driven business and sector specific skill-based trainings through selected training institutions.
- Consultation with industry associations and other professional bodies to leverage their experience and insights for revising and developing course contents as per the market demand
- Assistance in leveraging existing government skill development initiatives and mapping the requirements with NSQF compliant courses.
- Consultation with subject matter experts, successful and interested SC/ST candidates' feedback to design and align relevant courses.
- Engage with domain specific institutions and evaluate their proposals based on relevance of course content, cost, duration, geography, scalability, and feasibility.
- Ensure practical experience by offering sector specific toolkits to successfully trained candidates.
- Linking high potential MSEs with successful entrepreneurs and incentivizing them to support such MSEs.
- Mentoring support to trained candidates through field experts, local SC-ST MSEs and incubators.
- Explore onboarding of non-profit and private organizations to provide training to improve effectiveness & outreach.
- Assistance in identification and implementation of "digital centralized monitoring system" to ensure quality and effectiveness of training programs.

- Plan regular surprise monitoring visits of training programs for effective implementation of the scheme.
- Adoption of app-based mechanism for real time monitoring of training programs
- Mentoring and handholding support involving states and associations including through third party agencies. 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.

Track4: Outreach & Promotional activities

With a view to enhance the reach of NSSH scheme and ensure larger participation of entrepreneurs even from remote areas, widespread media campaigns leveraging 360-degree media platforms to be launched across the country as well as in dominated SC/ST regions. The main objective is to promote entrepreneurship amongst the SC/ ST community and encourage them to avail benefits from the various interventions introduced under the scheme.

The proposed list of activities to be undertaken under outreach activities are:

a) Promotion using Electronic Media

- i. Audio-visual spots, short films, and broadcast activities on TV & social media
- ii. Audio Spots/Jingles, promotion via radio
- iii. Street theater such as Kala Jathas, street plays, folk songs, etc.
- iv. Talk shows, panel discussions and expert lectures on the issue in national as well as regional channels.
- v. Advertising via the Internet and mobile applications and mobile messages (SMS)

b) Promotion Through Print Media

- i. Commercial in newspapers and magazines
- ii. Showcasing events, especially success stories in the media
- iii. Publication of brochures, pamphlets, leaflets, flip charts, and so on
- iv. Emphasize the ingenuities of the Government, such as their schemes, technologies, sources, etc.

c) Outdoor Promotions

- i. Advertisements via digital display board, hoardings and banners at public places
- ii. Additionally, innovative roadshows and metro rail hush-ups

PMC may propose a media strategy to undertake NSSH related outreach activities to be conducted. If required, a specialized media agency may be on boarded to support scaling up of NSSH initiatives. PMC will support NSIC in onboarding the media agency. In addition, PMC will be required to carry out the following activities:

- Develop comprehensive media plan to create nationwide awareness campaign through promotional events, media campaigns, publicity to enhance capability among existing and prospective SC- ST entrepreneurs through skill trainings
- Create nationwide visibility of NSSH to extend its benefits to last mile and adopt collaborative approach to create awareness of the Hub
- Collaboration with State Governments for organizing State Conclaves and conducting activities for vendor development, skill development, market linkages, organizing awareness campaigns/trade fairs/exhibitions, etc.
- Facilitate common platforms to engage various stakeholders including, Industry Associations, Financial Institutions and State Governments through state conclaves
- Collaboration with Common Service Centers (CSCs), and Post Offices for promotion of scheme in SC/ST predominant geographical areas

Track 5: Digital enablement of effective implementation & monitoring of schemes

It is proposed to augment existing IT platform by integrating backend support and executive dashboard to monitor the performance of the scheme at various levels. Key features and functionalities to be included are outlined below:

- Collection, collation and dissemination of information about SC/ST enterprises.
- Leverage various schemes of other Ministries and Ministry of MSME i.e. MSE-CDP, SFURTI, PMEGP, CGTMSE ASPIRE, IC, Stand up India, etc. to create a comprehensive database of SC/ST entrepreneurs at national level Integration through API/ Database Integration.
- Dedicated window/ CPSE login on NSSH website to help CPSE identify relevant MSMEs to support procurement process.
- Dashboards and MIS reports – Frequent reports will be generated to highlight the progress under various initiatives of Hub. Executive dashboard providing real time information related to various activities of NSSH scheme.
- Centralized tracking mechanism for sub-schemes and other application forms.
- Omni channel backend support with virtual assistance.
- Tender Life Cycle Management.
- Assistance in implementation of digital eco system for meeting the business-related needs of SC/ST MSEs.
- Assistance in development of platform to connect with SC/ST MSEs and share relevant business-related information.
- Identification of functional requirements basis assessment of existing platform
- Develop technological framework to build digital solution catering need-based requirements and automation of processes.
- Leverage existing platform of Ministry of MSME to provide a medium to connect with SC/ST MSEs effectively.
- Offer business to business (B2B) services including business related information, tender notification, product cataloging and other services by leveraging B2B portal.

- Integrated Platform for complete life cycle management including multilingual backend support.

The general expectations from the PMC would be the preparation and implementation of action plan (annual as well as long term), its monitoring and course correction for achieving the objectives of the NSSH scheme.

In addition to the above, Project Management Consultant will be required to provide Project Management support to NSIC and Ministry of MSME with following activities:

- Devise approach and methodology to create a country-wide network of mentors for the existing SC/ST enterprises. These mentors will handhold aspiring and existing SC/ST entrepreneurs in enhancing their productivity and expand scale of operation.
- Monitor the progress of the scheme towards its targeted outcomes with proactive identification and measurement of the elements (processes, activities or outputs) that significantly affect the projects & activities in terms of quality and productivity and update NSIC/ MoMSME.
- Utilizing Subject Matter Professionals to evaluate the outcome and provide input on the level of quality, complexity of change and corresponding risk.
- Provide a nonbiased and ongoing assessment of each intervention/track to achieve their defined objectives by challenging assertions and proactively managing risk.
- Outlining phased approach that consists of standardized activities, performance metrics, deliverables, and milestones.
- Defining standardized project management disciplines and templates to manage the project
- Providing Progress Reports to NSIC/MoMSME.
- NSIC/ Ministry of MSME will review all the reports & deliverable and will keep a check on quality of work executed by the Project Management Consultant (PMC) through its team "Project Management Unit" (PMU).
- PMU will also consult NSIC to provide additional perspectives and insights on key issues and sample deliverables on an ongoing, need basis.
- In addition, team PMC will be accessible to NSIC/MoMSME's NSSH execution team as a sounding board through the duration of the assignment.

2.4. Required Team for Project Implementation Support

Through this RFP, NSIC intends to engage technical & managerial consultants (up to 15 professionals) with specific domain experience to provide requisite support for effective implementation and monitoring of the scheme. All the consultants deployed on the project will work on full time basis at the office and premises of NSSH cell located at NSIC, Delhi. They will be governed by the office timings, workdays, biometric attendance marking and all other processes and rules of NSIC.

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 bidder is expected to indicate the experience only with respect to business, industry, and government projects.

- I. Bidder to submit named CVs of Project Management Expert (Team Leader), Capacity building Expert, Expert - IT Solutions, Media Expert for bid evaluation. 1 representative CV for Senior Consultant as well as Consultant must be submitted for evaluation.
- II. Currently three experts are proposed beside Project Management Expert (Team Leader) viz. Capacity building Expert, Expert - IT solutions, Media Expert, however basis project's requirement there might be need for few other experts in the area of Finance, Public policy, Trade, Technology, Export- Import etc. Accordingly, NSIC may suggest to deploy additional experts for specific time duration or replace existing expert with the new one. Billing of the additional expert shall be based on man month rate provided for experts.

S. N.	Position	Role and responsibility
1	Project Management Expert (Team Leader) (one number)	<ul style="list-style-type: none"> ▪ Managing the team and the activities related to scheme implementation ▪ Oversee all transition and scaling activities covering various Tracks mentioned at section 2.3 above ▪ Responsible for deployment of Project Governance and Procedures ▪ Responsible for agreeing upon necessary macro-level inputs ▪ Responsible for all policies and procedures related to NSSH scheme implementation, ▪ Annual Action Plan, Budgeting and Forecasting ▪ Coordinate for all NSSH activities such as Capacity Building, Media Coordination, CPSE procurement related activities, E-tendering activities etc. across various locations ▪ Prepare and maintain process & system for monitoring progress and acceleration. ▪ Development of system and monitor NSSH outreach activities including Call Center, Toll Free and resolution of enquiries generated ▪ Coordinate with NSIC and Ministry of MSME for all the activities / work related to NSSH scheme implementation and monitoring
2	Capacity Building Expert (one number)	<ul style="list-style-type: none"> ▪ Develop strategy for capacity building by understanding the current status and desired objectives of the beneficiaries to be trained ▪ Assess the training need and develop a capacity building plan for identified entrepreneurs and enterprises

		<ul style="list-style-type: none"> ▪ Develop performance monitoring mechanism and KPIs for the trainers and organizations providing training ▪ Support NSIC / Ministry of MSME in evaluating proposals received from various training institutes ▪ Design framework for receiving feedback from the trained candidates and improvising the trainings as per the demand of the market ▪ Coordinate with institutions for conducting approved training programs and it's all related work
3	Expert- IT Solutions (one number)	<ul style="list-style-type: none"> ▪ Build the digital roadmap and design framework for integrating other schemes with NSSH on "hub" and "spoke" model ▪ Design solutions to provide enhanced service offerings and develop implementation framework ▪ Augmentations of functionalities offered through NSSH portal "scsthub.in" ▪ Design framework for laying /specification for requirement for all system, MIS etc. to enable initiate procurement & sub-contracting. ▪ Responsible for managing data capture, transition Management & operations for smooth functioning of IT System ▪ Timely updating of NSSH portal in respect of contents and functionalities ▪ Activities related to Call Center and Toll Free number ▪ Assist in IT Procurement functions
4	Media/IEC Expert (one number)	<ul style="list-style-type: none"> ▪ Build media and outreach strategy for NSSH ▪ Design a communications strategy plan that builds on the strategic priorities of Hub ▪ Conceptualize and develop media and promotional strategy and suggest tools to execute the same ▪ Facilitate national media partnerships/ alliances for better outreach and impact ▪ Manage media relations and networks and improving their interaction with the Ministry ▪ Create a strong voice with influencers to endorse the work undertaken by Ministry through its "Hub Scheme" ▪ Creation and Maintenance of Accounts/Handles/Channels on Twitter, Facebook, YouTube, Instagram and any other relevant platform related to the Hub Scheme ▪ Posting/curating content on social media platforms
5	Senior Consultant	<ul style="list-style-type: none"> ▪ Assist in the areas of Policy design / Monitoring & evaluation/ Establish market linkages/ Trade promotion/ Finance facilitation

	(4 numbers of professionals)	<ul style="list-style-type: none"> ▪ To be aligned with each expert for supporting in Project Management, Vendor Management and Capacity Building activities. ▪ Carry out secondary research and benchmarking for assistance in Training need assessment, formulation of vendor development framework, demand assessment etc.
6	Consultant (7 numbers of professionals)	<ul style="list-style-type: none"> ▪ Assist the experts in undertaking activities for effecting delivery across various interventions of NSSH ▪ Coordination with State Governments, Industrial Associations, etc. for all hub related activities.

- III. As per the above table, 15 resources are proposed for the project including 4 Senior Consultants and 7 Consultants. However, in due course of time, NSIC can go for scaling up/ scaling down the total number of resources at all levels and also interchangeability in terms of numbers (without deviating the criteria) at different levels. In case of interchangeability as per requirement, the number of senior consultants may be enhanced (e.g. from 4 to 6) by same reduction of the number of Experts (refer table above) and vice-versa. Similarly, number of Consultants may be enhanced by reduction in the same number of Sr. Consultants. The billing will be done accordingly on actual basis.
- IV. Bidder to submit man-month rates for each profile with the Financial Bid. Primary resource requirement is defined in the above table and financial proposal should be based on this requirement only.

3. Bid Evaluation Process

As part of the evaluation, the Technical Proposal submitted shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria as per the **pre-qualification criteria** as prescribed in **section 3.1** of the RFP document. Only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the Technical Criteria set out in this **section 3.2** of the RFP document. **The minimum technical score for qualification is 70% of the total 100 marks allotted for technical evaluation.** In addition, the bidder must score **at least 70% in criterion: Profile of Key Professionals**. The bidders who do not meet the above two criteria will be technically disqualified and will not be considered for financial evaluation. The bid evaluation will be undertaken by NSIC. The decision of NSIC shall be final.

The competitive bids shall be evaluated in the following steps:

- Step 1 –Pre-Qualification
- Step 2 – Technical Proposal
- Step 3 – Financial Proposal

Final Evaluation: Final evaluation of the bid will be based upon the final technical scoring and financial scoring through **Combined Quality-Cum-Cost-Based System (CQCCBS)** where Technical Bid Score will get a weight age of 70% and Financial Bid Score a weight age of 30%. The Proposal, that obtains the highest Combined Score (**S**) value, will be rated as the best evaluated Proposal.

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; NSIC will proceed to the next Best Evaluated Proposal to make a similar determination of that Bidder's capabilities to perform satisfactorily.

3.1. Pre-Qualification

The evaluation will involve validating the documents submitted in the prescribed format. Documents without valid proof will be invalid and will not be considered for eligibility. NSIC reserves the right to accept or reject proof of credentials at its sole discretion without having to give reasons to the bidders thereof. **Only those bidders meeting the eligibility criteria will be considered for further stages of evaluation.**

Only those bidders who fulfill the criteria mentioned in the table below are eligible for technical evaluation. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

S. No.	Basic Criteria	Specific Criteria	Supporting documents to be submitted
A	Valid incorporation	▪ The Bidder firm/entity	Copy of Certificate of

		<p>(Company/Partnership/LLP) that is submitting the tender must be registered as a Corporate Body with the Registrar of Companies in India for atleast 5 years.</p> <ul style="list-style-type: none"> ▪ The bidder should have been operational for at least 5years. 	incorporation and Copy of PAN card.
B	Financial Strength-Turnover and Net Worth	<p>The bidder should have a minimum annual turnover of Rs. 100 Crore (Hundred Crore only) during each of the last 3 financial years viz. FY 2017-18, 2018-19 and 2019-20.</p> <p>The Bidder should have Positive net worth (tangible) as on 31st March 2020.</p>	<ul style="list-style-type: none"> ▪ Proof of turnover of the Company for the last 3 years duly certified by the Chartered Accountant / Auditor. (Form 5). Turnover should not include "Other Income". ▪ Copy of audited Balance Sheets and Profit & Loss Statements for FY 2017-18, FY 2018-19 and FY 2019-20 (Only relevant pages). ▪ Chartered Accountant's / Auditor's certificate certifying tangible net worth as on 31stMarch 2020.
C	Non-blacklisted and Non-involvement	<ul style="list-style-type: none"> • 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. • Undertaking for non-involvement 	Undertaking from authorized signatory (Form 7 and Form 8)
D	Previous experience	Bidder must be providing 'Management Consulting / Advisory Services' to	Certified copies of Work Orders/ Contracts

		Government/ Public Sector in India, through assignments, valued at minimum INR 30,00,00,000 (INR Thirty Crores) during 3 years from FY 2018-19 to FY 2020-21.	(Form 10 and Form 11)
E	Authorized Signatory	The bidder must submit letter of authorization by the Board/ Partnership firm/LLP, authorizing the signatory, for signing the Proposal	Board resolution / Power of Attorney authorizing the signatory to sign on behalf of the agency (Form 4)
F	Manpower strength	The bidder should have minimum 200 numbers consulting professionals in the company's rolls as on 31.03.2021	Proof of number of regular consulting professionals with the Company duly certified by the HR department or other equivalent authority in the Company (Form 9)

***Note1: The bidders are compulsory required to submit the above mentioned forms in pre-qualification bid alongwith Form no 2, 3 and 20 as mentioned in Section 27.1. Bidders need to ensure compliance to all the eligibility criteria points as mentioned above.**

Note2: - No bid shall be acceptable under no circumstance without Bid Security Declaration Form as per Section 27.19 FORM No. 20.

The Bidders need to comply with all the eligibility criteria as mentioned above. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal. The Bidder is required to provide proof for each of the points for eligibility evaluation. Pre-Qualification bid not accompanied with relevant proof documents from the bidders will not be considered for further evaluation.

Any assumptions made by the bidders in response of this RFP will be at their own risk and costs. NSIC will not be liable for any such assumptions / representations made by the bidders. NSIC's decision will be final. NSIC reserves the right to disqualify the bidder who does not submit sufficient proof of their credentials as prescribed in the eligibility criteria.

3.2. Technical Proposal

Bidders shall have to enclose documentary evidence in support of following mentioned parameters. In the absence of such supporting documents as detailed in relevant Forms and annexure of the RFP, the bid will be rejected summarily.

Technical bids will be opened as per the schedule stipulated by NSIC in the RFP and will be evaluated as per the following matrix.

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			50	
1	Average of annual business from Indian operations- Turnover for last 3 financial years: 2017-18; 2018-19; 2019-20 (INR Crores)	As per Form 5	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 / Work orders received for providing 'Consulting / Advisory Services' to Government/ Public Sector in India, in last three FYs :2018-19; 2019-20; 2020-21: <u>Orders of minimum INR 1 Crore and above are only to be considered.</u>	As per Form 10	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 / advisory services : Order value in INR Crores during last 3 FYs : 2018-19; 2019-20; 2020-21 from Government/ PSU in India Note: If same authority has issued multiple orders for same assignment in one financial year, then such orders can qualify for consideration of consolidated value as one single order	Serial number 1 of Form 10	5	1: INR 1 – 3 Crores 2: > INR 3 – 5 Crores 3: > INR 5 – 7Crores 4: > INR 7 -10 Crores 5: > INR 10 Crores
4	Categorization of orders in management consultancy/ advisory services received during the period 1.4.2018 to 31.3.2021; each order above INR 1 crore; issued by Government /PSU only;		10	

	<p>Note: If same authority has issued multiple orders for same assignment in one financial year, then such orders can qualify for consideration of consolidated value as one single order.</p> <p>a) each PO valued above Rs. 1 crore only to be considered and</p> <p>b) categorization based on value (INR).</p>	As per Form 10		
Scoring criteria as per Matrix below (Maximum Marks-10):				
Number of Purchase Orders		Categorisation : Value of Individual order in INR Crores		
		Rs.1 Cr to Rs.3 Cr	>Rs.3 Cr to Rs.5 Cr	>Rs.5 Cr
1 – 3		1	2	3
4 – 6		4	5	6
7 and higher		7	8	10
5	<p>Number of Purchase / Work Orders from Government/ Public Sector in India for domains listed below in the matrix; during the period 1.4.2018 to 31.3.2021; each PO for values equal to or greater than INR 1 crore only to be considered.</p> <p>Note:</p> <p>a) Mention of one domain in one order -Actual value of order to be considered for categorization</p> <p>b) Mention of more than one domain in one order-</p> <p>i) Purchase order should specifically mention of named domain(s) for services or deliverables for consideration.</p> <p>ii) The Categorization of domain(s) in such order has to be defined by estimating value for each domain; value of such domain(s) being limited to the cumulative value of order. The allocation considered for each domain has to be elaborated in Form 11(for scoring each domain should have apportioned value of minimum INR 1 Crore in the orders have multiple domains).</p> <p>c) Multiple orders for one domain- If same authority has issued multiple orders for similar assignment in same financial year, then such orders can qualify for consideration of consolidated value as one single order. For</p>	Form 11	25	Score as per matrix given below

scoring minimum INR 1 Cr required.			
Scoring criteria as per Matrix below : (Total Number of orders from Govt./PSU during 1.4.2018 – 31.3.2021)			
Name of Domain	Total Number of projects in the specified domain		
	Number of Work Orders		
	1 - 2	3 - 4	>4
	Score		
Industrial development / MSME Ecosystem	1	3	4
Market linkages / strategy	2	3	4
Capacity building / Skill Development	1	3	4
Social welfare / Community Development /	2	3	4
Financial solutions / Financial inclusion	1	2	3
Project Management Unit / Cell	1	2	3
IT solutions	1	2	3

S.N.	Description	Documentary Evidence to be Provided	Maximum Marks
(B) Proposed Approach and Methodology			
1	<p><u>Adequacy of the proposed approach and methodology in response to the Scope of work</u></p> <p>The bidder must demonstrate its understanding of the assignment through a detailed approach and methodology with respect to the tasks as given in the Scope of work.</p> <p>1.Understanding of Scope of Work-10marks</p> <p style="text-align: center;">&</p> <p>2. Approach and Methodology – 10 marks</p> <p>(As part of this section, It is recommended to provide your proposal in 4000 words (Understanding of scope of work, write-up for approach and methodology.) In case the document is more than 4000 words, only the first 4000 words will be considered) (Refer Form 13.)</p> <p>Presentation-10 marks</p> <p>(The bidder will also need to make a presentation covering the above subject. The entire team as listed as key professional staff (Project Manager and Experts) is required to be present for the presentation the overall presentation of one hour which will be followed by 30 minutes of Q&A.)This</p>		30

	<u>presentation in PPT also must be uploaded.</u>		
S.N.	Description	Documentary Evidence to be Provided	Maximum Marks
(C) Profile of Key Professionals			
1	Qualification and Competence of the core team for the assignment as per the table 3.2.1.	Curriculum Vitae (CVs)	20
Total Marks (A+B+C)			100

Table 3.2.1. : Profile of Key Professionals

S. No	Position
1	<p>Project Management Expert (Team Leader)</p> <ul style="list-style-type: none"> ▪ Educational Qualification (Minimum): 2 years full time - MBA/ PG Diploma/ Masters in Management or Economics from a Govt. recognized university/ institute. ▪ Experience: <ul style="list-style-type: none"> ○ Minimum experience of 10 years in development / facilitation and strengthening/ monitoring of government project / scheme. (1 Mark) ○ At least 5 years of experience working with Central/ State Govt./ PSUs on National Priority programme/ MSME eco system development/ Industrial Development/ Incubation support/ Start up eco-system. ○ Should have managed a team of at least 10 Technical and Managerial professionals in last 3 years as team leader.
2	<p>Capacity Building Expert</p> <ul style="list-style-type: none"> ▪ Educational Qualification (Minimum): 2 years full time - MBA/ PG Diploma / Masters in Management from a Govt. recognized University or Institution. ▪ Experience: <ul style="list-style-type: none"> ○ Minimum experience of 10 years in conducting capacity building/ training programs. ○ At least 5 years of experience of working with central/state government projects in conducting capacity building training programs in the field of MSME development/ Industrial Development/ Start up programme/ Incubation support. ○ Experience of minimum 1 (one) project as team leader with Central Government for Capacity Building/ Skill development/ Training of MSMEs/ Industrial Development.

3	<p>Solution Expert- IT</p> <ul style="list-style-type: none"> ▪ Educational Qualification (Minimum): 2 years full time-MBA-IT / M Tech/ MCA and B. Tech in Information Technology/ Computer Science (Preferably PMP/ Prince 2 and ITIL certified) from a Govt. recognized University or Institution. ▪ Experience: <ul style="list-style-type: none"> ○ Minimum experience of 10 years related to projects of IT Strategy / IT management /Transformation / Digital enablement/ System implementation. ○ Should have experience of minimum 5 projects with Central/State Govt./ PSUs for digital transformation/ system reforms/ solution implementation . ○ Should have demonstrated leading an IT assignment for development, implementation and rollout management for one Govt. project.
4	<p>Media Expert</p> <ul style="list-style-type: none"> ▪ Educational Qualification (Minimum): 2 years full time - MBA or PG Diploma in Management or Mass Communication/ Master's in Mass Communication with Bachelor's in journalism/ Mass Communication from a Govt. recognized University or Institution. ▪ Experience: <ul style="list-style-type: none"> ○ Minimum experience of 10 years with at least 5 years of experience working with projects of central/ State government/ PSUs on Media/ Outreach/ IEC related activities. ○ Should have experience of minimum 3 projects with Central Govt./ State Government/ PSUs in handling awareness creation/ media strategy/ branding/ content development/ website and social media management related activities . ○ Should have experience of minimum 2 projects with Central Govt. in managing/ creating / executing nationwide awareness campaigns on government initiatives/ schemes in last 5 years.
5	<p>Senior Consultant</p> <ul style="list-style-type: none"> ▪ Educational Qualification (Minimum): 2 years full time - MBA/ PG Diploma in Management / Masters in Management or Economics from a Govt. recognized University or Institution. ▪ Experience: <ul style="list-style-type: none"> ○ Minimum 8years of experience. ○ Should have experience of working for at least one project in the Government sector with responsibility for implementing system and practices towards achieving objectives.
6	<p>Consultant</p> <ul style="list-style-type: none"> ▪ Educational Qualification (Minimum):

	<p>2 years full time - MBA / PG Diploma in Management /Masters in Management or Economics/ B. Tech. or B.E. from Govt. recognized University or Institution.</p> <p>▪ Experience:</p> <ul style="list-style-type: none"> ○ Minimum 4 years of experience. ○ Should have experience of working for at least one project in the Govt. Sector and should have implemented one system.
	<p>Total Marks - 20</p>

Note :

1. **The minimum Qualification and Experience mentioned above against each role position are mandatory.**
2. The Key professionals whose CVs have been submitted in the Technical Bid should be deployed under this project. **Bidders must submit information as per Form no 14 and 15 as mentioned at Section 27.1 along with above mentioned documents.**
3. **The professionals with higher experience may be preferred but should be of age 45 years or below for role at serial no. 1 and 40 years or below for roles at serial 2 to 6.**

The minimum technical score (S_T) for qualification is 70% of the total 100 marks allotted for technical evaluation. In addition, the bidder must score **FULL 100%** in criterion **“(C) Profile of Key Professionals”** for which details are given at Table 3.2.1. **The proposals with CVs that do not match with requirements will be out rightly rejected.**

The bidders who do not meet the above two criteria will be technically disqualified and will not be considered for financial evaluation. **The presentation (PPT) should be limited to 10 slides.**

3.3. Financial Proposal

The bidders who are technically compliant i.e. passing the Technical Score (S_T) as above in the Technical evaluation shall be eligible for Phase-3 Evaluation of Financial Proposal.

NSIC seeks the bidder to quote “Total cost for the assignment”. If there is a discrepancy between words and figures, the amount in words shall prevail. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services.

Each Financial Proposal will be assigned a Financial Score (S_F).

The lowest Financial Proposal (F_M) will be given a Financial Score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial Proposal)

Combined and final evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$\mathbf{S = S_T \times T_w + S_F \times F_w}$$

Where S is the combined score, and **T_w** and **F_w** are weights assigned to **Technical Proposal (T_w)** and **Financial Proposal (F_w)**, which shall be **0.70** and **0.30** respectively.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (**H-1**) will be considered for award of contract and will be called for negotiations, if required.

The second ranked bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws.

Note :- In case of same marks scored by two or more bidders as H-1 (as per Combined Quality-Cum-Cost-Based System), the first opportunity will be given to be Bidder with highest Technical Score.

4. General Terms and conditions

a) Performance of duties and services by the Consultant

- i. 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.
- ii. Consultant firm shall in all professional matters act as a faithful advisor to NSIC 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.
- iii. 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 NSIC.
- iv. 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 NSIC.

b) Scope of work

- i. Scope of Work shall be as defined and specified in Terms of Reference of this document.
- ii. 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 NSIC.
- iii. The successful bidder is required to provide such services and support as NSIC 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 NSIC, in order to meet its business requirements.

c) Key performance measurement:

Unless specified by NSIC 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 this RFP / the contract and Terms of Reference as laid down in **Section 2** of this RFP.

d) Commencement and progress

- i. The Successful bidder shall commence work on the NSSH Project within seven (7) days from the date of **issuance of award/work order**.
- ii. 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 tender document.
- iii. 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.
- iv. 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 NSIC and shall, at all times, support and safeguard NSIC's legitimate interests in any dealings with Third parties.

e) Sub-contracting / Consortium: The Bidder will have sole responsibility for execution of the Terms of Reference, as per this RFP. **No Consortium formation or subcontracting with other firms will be allowed** for submission of the Proposal.

f) Successful bidder's obligations:

i. 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. The Successful bidder shall at all times be liable and responsible for any/ all acts, omissions or defaults of the contract (s) and shall indemnify the NSIC in respect thereof. The Successful bidder shall also be the sole point of contact for all matters relating to the RFP/ this Contract.

ii. 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 NSIC.

iii. **Team profile and Key Professional Staff:**

a. The requirements for Team profile and Key Professional Staff are outlined in Terms of Reference (Section 2).

b. The Consultant shall not be allowed to substitute Key Professional Staff member(s) given in the Proposal after the Bid Due Date. If it is established that Key Professional Staff were included in the Proposal without confirming their availability, the firm may be disqualified.

c. The team deployed by the successful bidder at NSSH will comprise of Professionals defined as Key Professionals having specific domain experience and professionally qualified appropriate to the task they are required to perform under this Contract as at section 2.4 and 3.2 (table 3.2.1). 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 contract will be 3 (three) years from date of signing of Contractor continuation of NSSH scheme with NSIC, whichever is earlier, renewable to next 2 years at the same cost as per financial proposal, if needed, on mutual consent.**

d. 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.

e. The Minimum qualification and experience of the professionals are indicated at section 3.2 (table 3.2.1). The professionals with higher experience may be preferred but should be of **age 40 years or below** for roles at serial 2 to 6 and **45 years or below for role at serial 1** in the table 3.2.1.

f. Successful bidder shall ensure that the Services are performed through the efforts of the Key Professionals, in accordance with the terms hereof and to the satisfaction of NSIC. Nothing in this Contract relieves the Successful bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the RFP and directions and requirements of NSIC and as stated in this Contract and the Bid to the extent accepted by NSIC and the successful bidder 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.

iv. 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 organization, Successful bidder shall promptly inform NSIC in writing, and shall provide a replacement of equal or superior quality with the approval of the NSIC.
- b. 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 NSIC and without any impact to the NSIC whatsoever.
- c. 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.
- d. 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 NSIC. 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 by the successful bidder with a laptop for working. However, facilities for office seating, printing / consumables will be provided by NSSH.
- e. The NSIC'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 NSIC's Representative the person in question has misconduct
- f. Or his / her deployment is otherwise considered undesirable by NSIC's Representative. The Successful bidder shall forthwith remove and shall not again deploy the person without the written consent of NSIC's Representative.
- g. The NSIC'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 NSIC's Representative request and may accede to or disregard it. NSIC'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

- reference to all related Services, milestones and their progress during the implementation phase on a monthly basis.
- ii. Formats for all above-mentioned reports and their dissemination mechanism shall be discussed and finalized by NSIC including periodicity and dissemination mechanism for such reports.
 - iii. Successful bidder shall ensure that the respective solution teams involved in the execution of Services are part of such meetings.
 - iv. The performance of the successful bidder and progress of implementation shall be reviewed by Ministry of MSME, Govt. of India on regular basis.
 - v. 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 NSIC in accordance with the Contract.
 - vi. NSIC reserves the right to inspect and monitor/assess the progress/performance of the Services at any time during the course of the Contract. NSIC may demand and upon such demand being made, the Successful bidder shall provide documents, data, material or any other information which NSIC may require, to enable it to assess the progress/performance of the Service.
 - vii. At any time during the course of the Contract, NSIC 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 NSIC and the Successful bidder undertakes to cooperate with and provide to the Successful bidder / any other agency appointed by the NSIC, 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.
 - viii. 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 NSIC's representative shall so notify the Successful bidder in writing.
 - ix. 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 NSIC or its representative that the actual progress of work does not conform to the approved programme the Successful bidder shall produce at the request of NSIC'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
 - x. The submission seeking approval by NSIC or NSIC's representative of such programme shall not relieve the Successful bidder of any of his duties or responsibilities under the Contract.

h) Programme of Work

- i. Within 10 calendar days after the signing of this Contract the Successful bidder shall submit to NSIC 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 NSIC's Representative and to furnish in writing the arrangements and methods proposed to be made for carrying out the Services. NSIC 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 NSIC's Representative of a programme shall not relieve the Successful bidder of any of his duties or responsibilities under the Contract.

- II. However, if the Successful bidder's work plans necessitate a disruption/ shutdown in NSIC'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.

i) Adherence to safety procedures, rules regulations and restriction

- i. 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 NSIC shall be applicable in the performance of this Contract and Successful bidder's team shall abide by these laws.
- ii. 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 NSIC during the execution of the work. NSIC's employee also shall comply with safety procedures/policy.
- iii. 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.

j) Contract Administration:

- i. No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
- ii. 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:
 - 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
 - bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- iii. 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.
- iv. For the purpose of execution or performance of the obligations under this Contract, NSIC'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 NSIC'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.

k) NSIC's Obligations

- i. NSIC shall appoint a PMC and a nodal officer (NSIC's Representative) for monitoring the implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Successful bidder .
- ii. NSIC 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.

- iii. NSIC'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. NSIC shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of NSIC is proper and necessary.
 - iv. NSIC 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.
 - v. NSIC 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 fulfillment of the scope of work.
- l) Audit :** The Successful bidder shall keep and maintain until 5 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 NSIC. The Successful bidder shall on request provide NSIC or NSIC's representative's access to all such records as may be requested by NSIC in connection with the Contract.

m) Information Security

- i. The Successful bidder and/ Key Professional Staff/ representatives/ employees etc. acknowledge that Ministry of MSME's / NSIC's business data and other NSIC proprietary information or materials, whether developed by NSIC or being used by the NSIC 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 NSIC; 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.
- ii. 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 NSIC, whichever is earliest, return any and all information provided to the Successful bidder by the NSIC or by any third party in connection with this Contract, including any copies or reproductions, both hardcopy and electronic.

n) Ownership and Retention of Documents:

All documents relating to NSIC's project (National SC-ST Hub) shall be owned exclusively by NSIC. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by NSIC, the Successful bidder shall deliver to NSIC all documents provided by or originating from NSIC 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 NSIC at no additional cost. The Successful bidder shall not, without the prior written consent of NSIC store, copy, distribute or retain any such documents.

o) Ownership of Data

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

p) Representations and Warranties

In order to induce NSIC 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:

- 1) 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 NSIC may approve, maintain a registered office within the territory of INDIA.
- 2) 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 NSIC under this contract.
- 3) 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.
- 4) 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 fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless NSIC specifies to the contrary, the Successful bidder shall be bound by all the terms of the Proposal/RFP/Contract.
- 5) 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 fulfill the scope of work stipulated in the RFP and this Contract.
- 6) 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.
- 7) 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 fulfill the scope of work stipulated in the RFP and this Contract.
- 8) That the Successful bidder /Consultant's team (PMC) shall use such assets of NSIC, as NSIC 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.
- 9) 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 NSIC indemnified in relation thereto.
- 10) 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.
 - 11) That all conditions precedent under the Contract have been satisfied.
 - 12) 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 .
 - 13) 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.
 - 14) 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 NSIC, which may directly or indirectly have a bearing on the Contract or the project.
 - 15) 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 NSIC indemnified in relation thereto.

q) Events of Default by the Successful bidder

- (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:
 - i. the Successful bidder / Successful bidder 's team has failed to perform any instructions or directives issued by NSIC which it deems proper and necessary to execute the scope of work or provide services under this Contract; and/or
 - ii. the Successful bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by NSIC 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 NSIC; and / or
- iii. the Successful bidder / Successful bidder 's team has failed to adhere to any amended directions, instructions, modifications, notifications or clarifications as issued by NSIC during the term of this Contract and which NSIC deems proper and necessary for the execution of the scope of work under this Contract; and / or
 - iv. 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
 - v. 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
 - vi. the Successful bidder /Successful bidder 's team has failed to comply with or is in breach or contravention of any applicable laws; and/ or
 - vii. the Successful bidder / Successful bidder 's team has failed to comply with or adhere to any of the terms &conditions of this contract.
- (2) Where there has been an occurrence of such defaults inter alia as stated above, NSIC 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.
- (3) Where despite the issuance of a default notice to the Successful bidder by NSIC the Successful bidder fails to remedy the default to the satisfaction of the Successful bidder , NSIC may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to NSIC.

r) Consequences of Event of Default

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

- 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 NSIC 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.
- 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:
 - i. shall specify the nature of the failure; and
 - ii. 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 .
- 3) Require replacement of any of the Successful bidder's team member(s) with another suitable member(s) where NSIC 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 NSIC, who shall execute such Contracts with NSIC as NSIC 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 NSIC 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 NSIC may also identify and effect replacement at risk and cost of the successful bidder.

- 4) Terminate the Contract in part or in full.
- 5) Retain such amounts from the payment due and payable by NSIC to the Successful bidder as may be required to offset any losses caused to NSIC as a result of such event of default and the Successful bidder shall compensate NSIC for any such loss, damages or other costs, incurred by NSIC 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.
- 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 NSIC under law and further the contract can be performed by filing suit of specific performance of contract under Indian Contract Act, 1872.
- 7) Require the Successful bidder to make all such payments as may be incurred / losses borne by NSIC 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 NSIC for all such costs incurred by NSIC in this regard.

s) Liabilities

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. 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.

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 4 (t) i.e. "Deductions for non-performance/fraud". The aggregate liability of the Successful bidder to NSIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract price.

t) Deductions for non-performance/fraud

- I. NSIC has the right to deduct specified amounts from the Bid Amount on account of deviation from the timelines specified in **Section- 12 and 13** have not been met (deductions stipulated below will be determined for each deliverable separately).
- II. Pursuant to a finding, after the Award has been made, that the Successful bidder provided incorrect details while submitting the Proposal, NSIC may decide to terminate the contract and may recover the amount upto 3% (three percent) of the Bid Amount from the Performance Guarantee.
- III. In case of any other deviation/ error, NSIC will, consequent to an enquiry, have the right to recover the amount upto 3 % (three percent) of the Bid Amount from the Performance Guarantee.

- IV. NSIC 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. NSIC 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.

u) Short Closure

For any reason whatsoever, NSIC may decide to short close the contract by giving **3 (three) months'** notice in writing to the successful bidder. NSIC is obliged to make payments only for the subject period of engagement with no further liabilities.

v) 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 NSIC which it shall do at its discretion. However, in event of that all legal/ contractual obligations shall be binding on Successful bidder only.

w) Termination

- i) NSIC 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:
1. Where NSIC 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.
 2. Where it comes to NSIC's attention that the Successful bidder (or the Consultant's team) is in a position of actual conflict of interest with the interests of NSIC, in relation to any of terms of the Successful bidder's Proposal, the RFP or this Contract.
 3. 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, NSIC 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.
 4. **Termination for Insolvency:** NSIC 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 NSIC.

5. **Termination for convenience:** NSIC, may by a written notice sent to the Successful bidder, terminate the contract, in whole or in part at any time. The notice for such termination may specify that the termination is for NSIC'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.

ii) The Successful bidder may, subject to approval by NSIC, terminate this Contract before the expiry of the term by giving the NSIC a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract by citing reasons and sound cause.

X) Consequences of Termination

a) In the event of termination of this Contract pursuant to **Section 4.Y.2**, [whether consequent to the stipulated Term of the Contract or otherwise] NSIC 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 NSIC 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.

b) 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 firm/entity is threatened/has ceased, or for any other reason, whatsoever, NSIC through re-determination of the consideration payable to the Successful bidder as agreed mutually by NSIC 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 NSIC and satisfactorily performed by the Successful bidder up to the date of termination. Without prejudice to any other rights, NSIC may retain such amounts from the payment due and payable by NSIC to the Successful bidder as may be required to offset any losses caused to the NSIC 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 NSIC for any such loss, damages or other costs, incurred by NSIC. 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 NSIC.

c) Nothing herein shall restrict the right of NSIC 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 NSIC under law.

d) 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.

y) Contract agreement and Change / Modification in contractual terms

- 1) **Contract agreement** - 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.
- 2) **Change / Modification in contractual terms-** Any modification of or addition to the Contract shall not be binding unless made in writing and agreed by and between both the parties to the contract both NSIC and the Successful bidder.

z) General - others

(I) Relationship between the Parties

- a) Nothing in this Contract constitutes any fiduciary relationship between NSIC and Successful bidder /Consultant's team or any relationship of employer employee, principal and agent, or partnership, between NSIC 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) NSIC has no obligations to the Successful bidder's team except as agreed under the terms of this Contract.

(II) 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 NSIC notifies the Successful bidder of its release from those obligations.

(III) Governing Law

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

(IV) 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.

(V) 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 **Section4** are fulfilled to the satisfaction of NSIC.

(VI) 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.

(VII) Penalty

In the event of delay in meeting the timeline specified for positioning satisfactory consulting resources, NSIC 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.

(VIII) Liquidated Damages

(a) 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, NSIC may without prejudice to any other right or remedy available to NSIC as under the Contract:

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

AND / OR

- 2) Terminate the contract or a portion or part of the work thereof. NSIC 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 NSIC.

(b) NSIC 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 NSIC'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.

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

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

5. Preliminary Examination of Proposals

NSIC will examine the proposals to determine whether they are complete, whether the documents have been properly signed and whether the offers are generally in order. Any proposals found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, will be rejected by NSIC and shall not be included for further consideration.

Initial Proposal scrutiny will be held and **incomplete** details as given below will be treated as non-responsive, if Proposals:

- Are not submitted in as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period, however if requested, grace period of 15 days may be allowed.

6. Right to vary scope of contract at the time of award

NSIC may at any time, by a written order given to the bidder, make changes within the general scope of the contract.

7. Right to accept any offer and reject any or all offer

NSIC reserves the right to accept any offer, and to annul the Tender process and reject any or all offers 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 NSIC's action.

8. Canvassing/Contacting

Any effort by a Bidder to influence NSIC in its decisions on offer evaluation, offer comparison or Award of Contract may result in the rejection of the Bidder's Offer. No Bidder shall contact NSIC on any matter relating to its offer, from the time of opening of Technical bid to the time the Contract is awarded.

9. Confidentiality

- (a) **Confidentiality during the bidding process-** 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.

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 NSIC's fraud and corruption policy.

(b) Confidential information

- i. All information (whether written/tangible or oral/Intangible) furnished by NSIC 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.
- ii. A line of information is closed in writing or email or other tangible electronic storage medium, shall be clearly marked "Confidential" by NSIC.
- iii. All confidential information disclosed or all or visually, shall be so indicated the time of disclosure, and, will be reduced in writing by NSIC within ten(10)working days after such disclosure in compliance with the requirements of section hereinabove.
- iv. The term confidential information does not, however, include any information which:
 1. Was or became available to the Successful bidder on an on-confidential basis from a source (other than NSIC) 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;
 2. Was or became publicly available as a matter of law or otherwise without any disclosure by the Successful bidder or Consultant's Representatives;

3. Was or is developed by the Successful bidder or Consultant's Representatives without reference to any information received from NSIC in connection with this Agreement;
4. Has been approved for release in writing by an authorized representative of NSIC; and
5. Is not marked or otherwise identified as "confidential".

(c) Terms of Confidentiality

- (i) The Successful bidder (on behalf of itself and its Representatives/ agents/ employees):
 1. acknowledges the confidential and proprietary nature of the information;
 2. shall keep the information confidential and will not without the prior written consent of NSIC, 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
 3. will not use any information other than for the purpose contained within the contract terms.
- (ii) The Successful bidder may however reveal confidential information:
 1. 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.
 2. 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;
 3. If it is required for the purposes of audit of the Successful bidder.
- iii. The Successful bidder shall be responsible for any breach of confidentiality by any of its employees/agents/ representatives.
- iv. Successful bidder and/ or its agents/ employees/ representatives shall not (unless provided for elsewhere in the contract), without prior written consent from NSIC, 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.
- v. 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 NSIC to preserve the confidentiality of the Information. The Successful bidder shall however, immediately notify NSIC promptly so that NSIC may seek a protective order or other appropriate remedy.

10. Dispute Resolution

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

That If any dispute arises between 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 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.

- c) Arbitration proceedings shall be held at Delhi, India.
- d) The Arbitration proceeding shall be governed by the substantive laws of India.
- e) The proceedings of Arbitration shall be in English language.
- f) 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.
- g) **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.

11. 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 NSIC which it shall do at its discretion. However, in event of that all legal/ contractual obligations shall be binding on Successful bidder only.

12. Duration of the assignment

The duration of assignment will be 3 (three) years from date of signing of Contract or upto the date of continuation of implementation of NSSH scheme through NSIC or validity of National SC-ST Hub scheme, whichever is earlier. If required, the duration may be extended by another 2 (two) year based on team's performance during the contract period, with mutual consent at the same cost indicated in the financial proposal.

13. Payment Terms

The payments to the awarded agency will be made basis following milestones:

- a) Advance payment demand will not be considered.
- b) The quantum of resources required may vary with time and NSIC shall notify the successful bidder about the same.
- c) Payment shall be made on quarterly basis through PFMS on submission of **monthly progress report** and **original invoice** on the basis of actual deployment of team.
- d) In the event of NSIC 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 NSIC 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 NSIC or the Successful bidder
- e) GST shall be paid as applicable.
- f) Currency: The price is payable in local currency i.e. Indian Rupees.
- g) Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in the Work Order.

14. Deductions

- a) NSIC 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 4.Z.VIII** and on account of delay in submission of deliverables as stated in **Section 4.Z.VII**.
- 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 NSIC may have paid or incurred, for which under the provisions of the Contract, the Successful bidder is liable, the same shall be deducted by NSIC 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 NSIC to the Successful bidder on chargeable basis.

15. 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 NSIC 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 NSIC/Successful bidder .
- b) NSIC 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.

16. Arbitration

- a) If any dispute or differences arises between NSIC and the bidder with regard to construction, meaning, interpretation, difference, disputes and termination of this Tender Document, the same shall be referred to the sole arbitrator appointed by CMD of NSIC. There shall be no objection by any party for appointment of such person as Arbitrator. The award of the Arbitrator so appointed shall be final and binding on the parties to this Tender Document/ Agreement.
- b) The Venue of Arbitration shall be at Delhi.

17. Rejection Clause

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

(I) 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/ documents provided by the Bidder are found to be incorrect / misleading/ forged of any kind at any stage / time during the Bidding Process
- d) Any effort on the part of a Bidder to influence the NSIC's Proposal evaluation, Proposal comparison or contract award decisions
- e) Proposals received by NSIC after the Bid Due Date.
- f) Proposals without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

(II) 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.

(III) Financial Rejection Criteria

- a) Incomplete Financial proposal
- b) Financial proposal that do not conform to the format.
- c) Financial proposals in any currency other than Indian Rupees

Apart from the above,

- i. Any condition put forth by the bidder non-conforming to the Proposal requirements shall not be entertained at all and such Proposal shall be rejected.
- ii. If a Proposal is not responsive and not fulfilling the conditions, it will be rejected by NSIC and shall not subsequently be accepted even if it is made responsive by the bidder by correction of the non-conformity. No further communication will be made in the regards.

18. Force Majeure

The Term "Force Majeure" shall include, without limitation, acts of nature, fire, explosion, storm, or other similar occurrence; order or acts of military or civil authority; national emergencies, insurrections, riots, wars, strikes, work stoppages, or other labour disputes, supplier failures, shortages, breach, delays or raw water resource not being available/ getting defunct / altered/ non-usable or any act beyond the control of human being.

- a) NSIC 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 NSIC or the Successful bidder as the case may be is unable to render such performance by an event of Force Majeure.
- b) In this agreement Force Majeure means any event or circumstance or a combination of events and circumstances, which satisfy all the following conditions:-
 - I. materially and adversely affects the performance of an obligation;
 - II. are beyond the reasonable control of the affected party;
 - III. such party could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill or care;
 - IV. 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
 - V. or any consequence of which have an effect described above at **section 18(a)**

c) Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in **Section 18(a)** :

- I. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
- II. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- III. 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
- IV. any fire, which is not the effect of natural element:
- V. any event or circumstances of a nature analogous to any events set forth in paragraphs (I) to (V) of **Section 18(c)** above within India.

d) 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 18**;
 - III. the date of commencement and estimated cession 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 18** 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 10**.

- e) **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.
- f) **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.

19. Rectification period

- a) All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.
- b) No deviation from such conditions shall be made without NSIC'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 NSIC's) are guaranteed to be of the best quality of their respective kinds.
- c) 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.

20. Notices

Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, e-mail confirmed in writing. Such notice shall be effective when delivered or on the notice's effective date, whichever is later.

21. Bidders to inform themselves

Bidders are considered to have:

- a) Examined this RFP, any documents referenced in this RFP and any other information made available by NSIC 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

22. Bidders acknowledgment

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 this RFP; and

- b) They do not rely upon any warranty or representation made by or on behalf of NSIC, 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.

23. Suspension of work

- a) The Successful bidder shall, if ordered in writing by the NSIC / 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 NSIC may consider suitable compensation to the Successful bidder on case to case basis, to the extent of work completed, subject to fulfillment 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 NSIC to terminate the Contract with mutual consent.
- b) In the event that the NSIC 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 NSIC 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.

24. Governance and Project Management

(I) 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 NSIC 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 NSIC's implementation effectively and in a timely manner.
 - iv. **Continuous Improvement:** Implement a model to facilitate continuous improvement in NSIC's infrastructure and working.
 - v. **Agency Change Management :** Facilitate implementation of NSIC 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.

(II) 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 NSIC's requirements and program objectives
 - ii. The Governance body shall approve the policies and procedures for implementation within the NSIC.

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.

(III) Project Management

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

(IV) 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.

(V) Project Closing

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

25. Indemnity Clause

Bidder shall indemnify and will be liable to protect and save NSIC against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfill the scope of this project.

26. Intellectual Property

- a) 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 NSIC shall have no right whatsoever on such Intellectual Property Rights.
- b) 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).
- c) Any / all Intellectual Property owned by NSIC 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 NSIC and the Successful bidder or its sub-contractors shall have no right whatsoever on such Intellectual Property.
- d) After the execution date NSIC shall exclusively own/ have rights/ title and have right in perpetuity to use all Intellectual Property that:
- I. are newly created and developed by the Successful bidder during execution of this Contract and/ or for the exclusive use of NSIC or primarily in connection with NSIC's Assets;
 - II. was developed exclusively or primarily for the conduct of NSIC's / NSSH Project or in connection with NSIC's Assets;
 - III. arose from funding by NSIC, or exclusively or primarily for the benefit of/ the conduct of, NSIC's Project or in connection with NSIC's Assets.
- e) If NSIC 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 NSIC, prior to termination of this Contract and which may be assigned by NSIC 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 NSIC.
- f) If NSIC 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 NSIC 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 NSIC.
- g) 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 NSIC 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.

27. Forms/Annexures

27.1. Form 1: Checklist of documents -RFP no. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021 for Hiring of Project Management Consulting Firm for Implementation of National SC - ST Hub (NSSH)

S. N.	Particulars	List of Documents or their details (if required)	Page Reference of the Proposal documents	Attached/ Uploaded Yes / No
1	Cover Letter	Cover Letter - cum - Commercial compliance certificate -Proposal submission as per Form -2		
2	Company Profile	Company Profile (Form-3)		
3	Valid incorporation, PAN Card and GST	Copy of company's PAN Card		
		Copy of company's GST registration		
		Company's Certificate of incorporation AND Copy of the Memorandum & Articles of Association		
		OR Limited Liability partnership or Partnership -Certified copy of registered partnership Deed		
4	Authorization	Power of Attorney / Board Resolution as per Formats provided at Form 4 (as applicable) authorizing the signatory for signing the RFP Proposal to be provided by Bidder :		
5	Annual Turnover	Annual Turnover from operations in India for the period FY 2017-18, 2018-19 and 2019-20 (Form 5)		
		Audited financial statements of the Bidders for each of the Financial Years 2017-18, 2018-19, 2019-20 (without schedules)		
		Chartered Accountant'/Auditor certificate certifying tangible net worth as on 31 st March 2020. (Form 5)		
6	Pre-qualification	Pre-Qualification Proposal (Form 6)		
		Declaration for not being blacklisted (Form 7)		
		Declaration of 'non-involvement' (Form 8)		
		Current resource strength of the bidder organization (Form 9)		
7	Management Consulting / Advisory service Experience	As per (Form 10)		
		As per (Form 11)		
		Copies of work orders : 2018-19		
		Copies of work orders : 2019-20		

		Copies of work orders : 2020-21		
8	Confirming No Deviation	Letter confirming 'No Deviation' as per (Form 12)		
9	EMD	Bid Security Declaration required as per (Form-20)		
10	Technical Proposal	Submission of Technical Proposal with Documentation - Approach and Methodology as per (Form 13)		
		Team Deployment Structure as per (Form 14)		
		Format of CVs of proposed professionals (individuals) (Form 15)		
11	Financial Proposal	Submission of Financial Proposal as per (Form 16)		
12	Pre Bid Query	Pre-Bid Query as per (Form 17)		
13	Agreement / Contract	Agreement / contract to be executed by the successful bidder as per (Form 18)		
14	Performance Bank Guarantee	Submission of Performance Bank Guarantee by the successful bidder as per (Form 19)		

Declaration:

1. We confirm that we will abide by all the Terms and Conditions contained in the RFP.
2. We hereby unconditionally accept that NSIC can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if NSIC observes any misrepresentation of facts on any matter at any stage, NSIC has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is **valid for a period of 180 days after the date of opening of Technical Proposal.**
5. We confirm that we have noted the contents of the RFP and have ensured that there is **no deviation** in filing our response to the RFP and that NSIC will have the right to disqualify us in case of any such deviations.

Place:

Date:

Seal and signature of the bidder

27.2. Form 2: Cover Letter-cum- Commercial compliance certificate -Proposal submission

(On the Letterhead of the bidder)To,

The General Manager-SG (NSSH)
National Small Industries Corporation Limited
NSIC Bhawan, Okhla Industrial Estate,
New Delhi- 110 020

Sub: RFP no. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021 for Hiring of Project Management Consulting Firm for Implementation of National SC - ST Hub (NSSH)

Dear Sir,

We, the undersigned, offer to provide our services for NSIC/NSSH in accordance and conformity with your Request for Proposal (RFP) no. **NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021** whereby submit our Proposal, which includes the Eligibility Criteria, Technical Proposal, Financial Proposal and all documents as mentioned in the RFP.

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 after having examined the RFP documents including all Forms/Annexures the receipt of which is hereby duly acknowledged, the undersigned, offer to provide the services to NSIC as mentioned in the above RFP document in conformity with the said RFP documents in accordance with the Technical and Financial Offer and made part of this RFP.

- We understand that the above RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.
- We have read, understood and accepted the Terms/Conditions/ Rules mentioned in the RFP.
- I / We undertake that our financial offer is in conformity with the RFP requirement.
- I / We agree to abide by this bid for a period of 180 days (after the date of opening of Technical Proposal).and it shall remain binding upon us and may be accepted by NSIC, any time before the expiry of this period.
- Until a formal contract is prepared and executed, this RFP, together with NSIC's written acceptance thereof and NSIC's notification of award, shall constitute a binding contract between us.
- We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- We have never been barred/ black-listed by any regulatory / Statutory Authority / PSU/ Government undertaking in India.
- We also understand that the whole bidding exercise may be scrapped without assigning any reason and it is acceptable to us.
- This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- We also agree to abide by any changes in the statutory laws.

We certify that all the information have been provided as sought by NSIC in the said RFP. We also understand that NSIC has the exclusive right to reject this offer in case NSIC is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and NSIC reserves the right to reject the offer if anything is found incorrect.

We understand that NSIC is not bound to accept our offer / proposal.

Place:

Date:

Seal and signature of the bidder

27.3. Form 3: Profile of the Bidder

[Provide here details of organization of your firm/entity for this assignment :

1. Name of Firm/Entity:
2. Type of Entity[Company/Partnership/LLP]:
3. Year of Incorporation/Registration in India:
4. CIN number (in case of company) :
5. PAN number :
6. GST registration number :
7. Registered Office address :
8. Official mail for correspondence :
9. Specify which of the following documents have been attached:

Companies:

Certificate of Incorporation AND
Copy of the Memorandum and Articles of Association

OR

Partnerships:

Certificate of registration and Partnership Deed

OR

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]

Place:

Date:

Seal and signature of the bidder

27.4. Form 4: Documental evidence in favour of Authorized signatory

Documental evidence demonstrating that the representative is an Authorized signatory of the bidder and is duly authorized to sign.

The authorization shall be in the form of a written **power of attorney** or copy of **board resolution** or in any other form demonstrating that the representative has been duly authorized to sign.

Please provide **Power of Attorney / Board Resolution** in the format provided below:

Format of Power of Attorney
(for Partnership / LLP firm)

Know all men by these presents, We, _____ [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms. _____ [name], son/ daughter/ wife of _____ [name], who is presently employed with us and holding the position of _____ [designation] as our true and lawful attorney (hereinafter referred to as the – Authorized Representative), with power to sub- delegate, in writing, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal in response to the **RFP no. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021** floated by National Small Industries Corporation Limited , New Delhi , a Govt. of India Enterprise for National SC-ST Hub including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the Work Order with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

He / She be and is hereby also authorized for signing aforesaid RFP documents as well as to complete all required formalities in respect of aforesaid RFP and our firm M/s. (firm name) is fully responsible for along with all act of him/her as well.

In witness whereof we, _____ [name of organization], the above named principal have executed this power of attorney on this _____ [date in words] day of _____ [month] _____ [year in yyyy format].

For [name and registered address of organization]
[Signature] [Name]
[Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness] Accepted

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

(Format – Board Resolution – to be printed on company's letter head)

Extract of the Resolution passed at the meeting no..... dateof the Board of Directors of M/s. ---
----- (Name of Company) held on ----- (date and day), at its
Registered Office situated at ----- (complete Address) having its CIN
no.

We hereby certify that the following resolution was passed at the aforesaid meeting and the same has
been recorded in the minute's book of our company for the purpose

"Resolved that to participate in **RFP no. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021** floated
by National Small Industries Corporation Limited , New Delhi , a Govt. of India Enterprise for National
SC-ST Hub, the following official be and is hereby authorized, to obtain Digital Signature Certificate
Class-3 Signing and Encryption Name: _____ (Applicant) Designation: -----
whose signature as per our record is attested herein under for signing all RFP documents as well as
to complete all required formalities in respect of aforesaid RFP and we M/s. (company
name) are fully responsible for along with all act of him/her as well including but not limited to signing
and submission of all applications, proposals and other documents and writings, participating in pre-
bid and other conferences and providing information/ responses to the Authority, representing us in all
matters before the Authority and undertakings consequent to acceptance of our proposal and
generally dealing with the Authority in all matters in connection with or relating to or arising out of our
Proposal for the said Project and/or upon award thereof to us until accepting the Work Order with the
Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to
be done by our said Authorized Representative pursuant to and in exercise of the authorization given
by this Board Resolution and that all acts, deeds and things done by our said Authorized
Representative in exercise of the powers hereby conferred shall and shall always be deemed to have
been done by us.

FURTHER RESOLVED THAT, a copy of the above resolution duly certified as true by designated
director / authorized signatory of the company

(Signature of Official authorized for signing RFP documents)

For M/s..... Ltd.

(Signature & name of the Director who is attesting signature of the authorized official)

Din No.....

Date

(Affix Seal of the Company here)

27.5. Form 5: Turnover from operations & Tangible Net Worth in India for the period from FY 2017-18 to 2019-20

Using the format below, provide information of the turnover of your firm, **duly certified by the Chartered Accountant / Auditor**

Turnover from operations in India for the period from FY 2017-18 to 2019-20	
Financial Year	Turnover from operations in India (in INR Crore)
2017-18 (a)	
2018-19 (b)	
2019-20 (c)	
Total (a+b+c)	
Average (a+b+c) / 3	
Tangible Net worth of the bidder firm as on 31.03.2020	
Note : Supporting documents to be attached:	
<ul style="list-style-type: none"> - Audited financial statements of the Bidder from financial years 2017-18 to 2019-20. (Only main/relevant pages of Balance Sheet and P & L; without schedules; to be provided. <u>Documents to have evidence of signing by Auditors</u>). - The turnover data must be in consistent with the Audited Balance Sheets / P & L 	

Place:

Date:

Seal and signature of the bidder

Seal & signature of Chartered Accountant / Auditor (with UDIN)

27.6. Form 6: Pre-Qualification Proposal**(On the Letterhead of the bidder)**

To,

General Manager-SG (NSSH)
National Small Industries Corporation Limited,
NSIC Bhawan,
Okhla Industrial Estate,
New Delhi- 110 020

Dear Sir,

Reference: RFP no. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021

S. No.	Basic Criteria	Specific Criteria	Supporting documents to be submitted
A	Valid incorporation	<ul style="list-style-type: none"> ▪ The Bidder 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 atleast 5 years. ▪ The bidder should have been operational for at least 5years. 	Copy of Certificate of incorporation and Copy of PAN card.
B	Financial Strength-Turnover and Net worth	<p>The bidder should have a minimum annual turnover of Rs. 100Crore (Hundred Crore only) for each of the last 3 financial years viz. FY 2017-18, 2018-19 and 2019-20.</p> <p>The Bidder should have Positive net worth (tangible) as on 31st March 2020.</p>	<p>Proof of turnover of the Company for the last 3 years duly certified by the Chartered Accountant / Auditor (Form 5).</p> <p>Copy of audited Balance Sheets and Profit & Loss Statements for FY 2017-18, FY 2018-19 and FY 2019-20.</p> <p>Chartered Accountant's / Auditor's certificate certifying tangible net worth as on 31stMarch 2020.</p>
C	Bidder should not be blacklisted by any Government agencies/ Department/ PSUs in India and not involved in unlawful activities	The bidder must submit a declaration that the firm is not blacklisted by any State / Central Government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices	Undertaking from authorized signatory (Form 7 and Form 8)
D	Previous	Bidder must be providing 'Management	Certified copies of Work

	experience	Consulting / Advisory Services' to Government/ Public Sector in India, through assignments, valued at minimum INR 30,00,00,000 (INR Thirty Crores) during 3 years from FY 2018-19 to FY 2020-21.	Orders / contract As per Form 10
E	Authorized Signatory	The bidder must submit letter of authorization by the Board/ Partnership, authorizing the signatory, for signing the Proposal	Board resolution/ Power of Attorney authorizing the signatory to sign on behalf of the bidder (Form 4)
G	Manpower strength	The bidder should have minimum 200 regular consulting professionals on their payrolls	Proof of number of regular consulting professionals with the Company duly certified by the HR department or other equivalent authority in the Company (Form 9)

****All documents should be on company's letter head and sealed & signed by authorized signatory.***

Place:

Date:

Seal and signature of the bidder

27.7. Form 7: Declaration for not being blacklisted

(To be submitted on the letter head of the Bidder)

To,
General Manager-SG (NSSH)
National Small Industries Corporation Limited
NSIC Bhawan,
Okhla Industrial Estate,
New Delhi- 110 020

Sir,

With reference to the **RFP No. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021**, we hereby declared and confirmed that we have not been blacklisted due to unsatisfactory performance, breach of general or specific instructions, corrupt /fraudulent or any other unethical business practices by any Government Department (Central/State/Autonomous/PSU) in India.

Yours sincerely,

Signature of the Bidder with stamp

Name:

Designation:

Date:

27.8. Form8 : Declaration of 'non-involvement'

(To be provided on Bidder's Letter Head)

To,

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

Dear Sir,

With reference to the **RFP No. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021**, we hereby confirm that we are not under any "liquidation", any "court receiver- ship" or similar proceedings and "bankruptcy".

We hereby declare that we are neither involved nor would in any manner involve ourselves in any anti-India activities, unlawful or illegal activities including in Human Trafficking, Hawala, etc. It is also certified that we have not been convicted for, or involved in, bribery, corruption or fraud. If such information is found later, we are aware that we would become ineligible to take part in the above RFP process.

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 no. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021** 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,

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

27.9. Form 9: Current resource strength as on March'2021

(Current resource strength of the bidder for consulting professionals in the bidder companies roles as on 31-March-2021)

[Using the format below, provide information of the consulting professionals]

Current resource strength of the bidder organization for consulting / advisory services in the company's payroll as on 31.03.2021	
Numbers (Numeric)	Number of professional staff (in words)

Place:

Date:

Seal and signature of the bidder

Certified by HR

27.10. Form 10: Total value of Purchase / Work Orders received

(Total value of Purchase / Work Orders received for providing 'Management Consulting / Advisory Services' to Government/ Public Sector in India, in last 3 (three) years; for the period from FY 2018-19 to 2020-21; Orders of minimum INR 1 Crore and above are only to be considered.)

Previous Experience : 'Management Consulting / Advisory Services' to Government/ Public Sector in India, through assignments, valued at minimum INR 30,00,00,000 (INR Thirty Crores) during 3 years from FY 2018-19 to FY 2020-21

Using the format below provide information on each Management Consulting / Advisory Services assignment for which your firm/entity, has received a Purchase work order as under :

Note: List the orders in the descending value with the highest value order on top in the last 3 financial years (FY 2018-19, 2019-20 and 2020-21).

Purchase / Work orders received							
S.N.	FY	Client Name	Client Type*	Project name	Purchase / Work Order dated	Purchase / Work Order value (INR Crore)	Order copy at Page No.
1							
N							
	Total value						
Note : Supporting documents to be attached:							
<ul style="list-style-type: none"> • Orders of minimum INR 1 Crore and above are only to be considered. • 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. • 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. • *Government(central or state government)/PSU/regulatory authority 							

Place:

Date:

Seal and signature of the bidder

27.11. Form 11: Purchase / Work Orders for category consideration

(Refer Form-10, Purchase / Work Orders should be placed in the same serial as in Form-10 under Form-11)

S.N.	Client name	Purchase / Work Order No.	Total Purchase / Work Order value (INR - Crore)	Apportioned value of Purchase / Work Order (INR Crores)						
				Industrial development / MSME Ecosystem	Market linkages / strategy	Capacity building / Skill Development	Social welfare / Community Development /	Financial solutions / Financial inclusion	Project Management Units / Cell	IT solution
1										
2										
.										
	Total									

Note: Domain Categories:

1. Industrial development / MSME Ecosystem
2. Market linkages / strategy
3. Capacity building / Skill Development
4. Social welfare / Community Development
5. Financial solutions / Financial inclusion
6. Project Management Unit / Cell
7. IT solutions

Place:

Date:

Seal and signature of the bidder

27.12. Form 12: Letter confirming 'No Deviation'

(To be provided on Bidder's Letter Head)

To:

General Manager-SG (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) No. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021.**

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:	

27.13. Form 13: Approach and Methodology

[Understanding of the Terms of Reference and Approach & Methodology are key components of the Technical Proposal. It is required to present your write up for Technical Proposal within 4000 words (**duly sealed and signed**) covering all components. In case the document is more than 4000 words, only the first 4000 words will be considered]

Various components under the Section can be divided into below components:

1. Understanding of Terms of Reference (TOR)

In this sub Section the Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the objectives laid down in the TOR.

2. Approach & Methodology

In this sub Section you should explain your approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Section should highlight the problems being addressed and their importance, and explain the technical approach proposed to address them. Proposed methodology should be detailed and compatibility with the proposed approach should be highlighted.

It should also cover other aspects as under:

- i. In this part, deployment of global best practice, project governance, 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.

27.14. Form 14: Team Deployment Structure

The project requires a well experienced and diversified team with role & responsibility mentioned at **section 2.4** and qualification & experience as mentioned at **table 3.2.1**. The composition of the proposed Project Management Unit team should be reflective of the required skills and experience as per the scope of work.

S. No.	Name of Staff	Experience (Years)	Area of Expertise	Role Position

Place:

Date:

Seal and signature of the bidder

27.15. Form 15 :Format of CVs of proposed Professionals (individuals)

1	Proposed Position in the project (only one candidate shall be nominated for each position)																										
2.	Expertise																										
3.	Name of the individual	Mr. / Ms.																									
4.	Date of Birth (dd/mm/yyyy)																										
5.	Expected commitment duration in months for NSSH																										
6.	Nationality																										
7.	Social category (General / SC/ ST/ OBC)																										
8.	Education (List in reverse order - Graduation and above)																										
	<table border="1"> <thead> <tr> <th>Degree</th> <th>Name of College</th> <th>Grades</th> <th>Year of Completion</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Degree	Name of College	Grades	Year of Completion																						
Degree	Name of College	Grades	Year of Completion																								
9.	Other Training /Professional Certifications:																										
	<table border="1"> <thead> <tr> <th>Year awarded</th> <th>Title</th> <th>Certifying body /institution</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Year awarded	Title	Certifying body /institution																							
Year awarded	Title	Certifying body /institution																									
10.	Languages known:																										
11.	Experience [<u>Starting with present position</u> , list in reverse order every employment held by proposed member <u>after attaining minimum educational qualification</u> criteria , giving for each employment (see format here below): <table border="1"> <thead> <tr> <th>Total work experience</th> <th>Number of years and Area of expertise</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Relevant experience for the position applied</td> <td>Number of years :</td> </tr> <tr> <td>Area of expertise :</td> </tr> </tbody> </table>		Total work experience	Number of years and Area of expertise	Relevant experience for the position applied	Number of years :	Area of expertise :																				
Total work experience	Number of years and Area of expertise																										
Relevant experience for the position applied	Number of years :																										
	Area of expertise :																										
12.	Employment record [<u>Starting with present position</u> , and last 4 firms, list in reverse order) <table border="1"> <thead> <tr> <th>From</th> <th>To</th> <th>Organization Name</th> <th>Position Held</th> <th>Area of Expertise</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		From	To	Organization Name	Position Held	Area of Expertise																				
From	To	Organization Name	Position Held	Area of Expertise																							
13.	Relevant work undertaken that best illustrates the experience as required for the Role (provide																										

maximum of 3 citations)						
[Among the assignments in which the proposed professional has been involved, indicate the following information for those assignments that best illustrate professional's capability to handle the tasks as required for the role listed in "Key Professional" whose CV and experience would be evaluated.]						
Project name and Organization,	Duration of the project (From and To)dd/mm/yy	Employer of the candidate	Role in the project	Expertise demonstrated (maximum 50 words)	Team size managed (if applicable)	Value of project (Rs. Cr)
1						
n						

Note :

- (1) Certified copies of the above credentials in respect of all the professionals would be required to be submitted by the successful bidder after award of the contract.
- (2) Project Manager CV must showcase details of Team Size Managed for each project (Where applicable).

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.

Place:

Date:

(Signature of Proposed Individual)

(Signature of the bidder's authorized representative)

27.16. Form 16: Financial Proposal**(On letterhead of the bidder)**

To,

General Manager-SG (NSSH)
National Small Industries Corporation Limited
NSIC Bhawan, Okhla Industrial Estate,
New Delhi - 110 020

Sub: RFP no. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021

Dear Sir,

We, the undersigned, offer to provide services to the NSSH in accordance with above referred RFP titled "Hiring of Project Management Consultant for implementation of National SC & ST Hub (NSSH)" dated 25.08.2021 due on 15.09.2021, 1500 hrs.

Our Financial Proposal is for the sum of [Insert amount(s) in both words and figures]. This amount is exclusive of GST as applicable (presently ----- %) under this Contract.

We hereby confirm that our 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. 180 days (after the date of opening of Technical Proposal).

We understand that NSIC is not bound to accept any Proposal NSIC receives. The costs indicated below are final and we, the Respondent, agree to provide services as detailed in the above referred RFP :

S. N.	Role Positions	No. of Resources	Man-month Rate (Rs./month) excluding GST as applicable	Total cost per month excluding GST as applicable (Rs.)
A	B	C	D	E = C x D
1	Project Management Expert (Team Leader)	1		
2	Capacity building Expert	1		
3	Expert – IT solutions	1		
4	Media/IEC Expert	1		
5	Senior Consultant	4		
6	Consultant	7		
7	Total	15		
8	GST		@ -----	
9	Grand Total (including GST)			

Total Cost excluding GST (Rupees in words) Per Month: _____

Grand Total (Cost + GST) Per Month: Rs. _____ (in words _____)

Yours faithfully,

Signature of Authorized Signatory
Designation: Company's stamp / seal

Note: Overhead expenses towards tour, travels and conveyance will be settled as per the norms of NSIC.

27.17. Form 17: Pre-Bid Query Format

Reference: RFP no. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021

S. No.	Page No.	Section	RFP Clause / Provision no.	Existing text of clause / provision in the tender	Remarks/Query

Place:

Date:

Seal and signature of the bidder

27.18. Form 18: Agreement / Contract (to be executed by the successful bidder)

(To be stamped in accordance with stamp act)

AGREEMENT

"RFP No. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021 for Hiring of Project Management Consulting firm for Implementation of National SC-ST Hub"

THIS AGREEMENT is made on the ----- day of -----, 2021 BETWEEN, National Small Industries Corporation Limited, (NSIC) a Government of India Enterprise duly registered under Companies Act, 1956 through its General Manager-SG (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 M/s ----- (successful bidder), constitution as ----- (as applicable) registered under the Companies Act 1956 / Partnership Act ----- having its registered office at ----- (complete address) (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 its ----- (Director / Partner or as applicable) of the "Successful bidder".

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

WHEREAS NSIC is desirous of engaging M/s ----- (successful bidder) as Consultant for providing its services as per **RFP No. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021** for "Hiring of Project Management Consulting Firm for Implementation of National SC-ST Hub".

And WHEREAS Successful bidder has agreed to provide its services to NSIC for NSSH as per the scope of work and terms and conditions contained in the aforesaid RFP issued by NSIC, and the Proposal submitted by the Successful bidder, for the period stipulated in this agreement.

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

1. Contract documents

All documents forming part of the agreement (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 agreement, the agreement shall prevail. The agreement shall be read as a whole.

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

1.1. Interpretation

1.1.1. Language

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

1.1.2. Amendment

No amendment or other variation of the agreement shall be effective unless it is in writing, is dated, expressly refers to the agreement and is signed by a duly authorized representative of NSIC and Successful bidder after mutual consent to the agreement.

1.1.3. Independent Consultant

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

Subject to the provisions of the agreement, 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 NSIC, and nothing contained in the agreement shall be construed to create any contractual relationship between any such employees, representatives, and the NSIC.

1.1.4. No waiver

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

Any waiver of a Party's rights, powers, or remedies under the agreement 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 agreement 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 agreement.

1.2. Notices

1.2.1. Unless otherwise stated in the agreement, all notices to be given under the Contract shall be sent by electronic mail to the e-mail address of the other 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 the date of 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.

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

1.3. Time for commencement

The Successful bidder shall commence work on the National SC-ST Hub (**NSSH**) project which is an initiative of the Ministry of MSME, Govt. of India through NSIC within seven (7) days from the date of issuance of award/work order, and the Successful bidder shall thereafter proceed with the NSSH project in accordance with the time schedule specified in the RFP. The duration of assignment will be 3 (three) years from date of signing of this Contract or upto the date of continuation of implementation of NSSH scheme through NSIC or validity of National SC-ST Hub scheme, whichever is earlier. If

required, the duration may be extended by another 2 (two) year based on team's performance during the contract period, with mutual consent at the same cost indicated in the financial proposal.

The Successful bidder shall complete the NSSH project in accordance with the time schedule specified in the aforesaid RFP, subject to modifications made with the prior written consent of NSIC

1.4. Successful bidder's responsibilities

The responsibilities of the Successful bidder after the signing of the agreement will be governed by the aforesaid RFP and this agreement.

1.5. NSIC's Responsibilities

- a) The NSIC shall ensure the accuracy of all information and/or data to be supplied by the NSIC to the Successful bidder, except when otherwise expressly stated in the agreement.
- b) The NSIC will be responsible for timely submission of all resources, information, and decision making under its control that are necessary to reach an agreed and finalised project plan.
- c) the NSIC shall use its best endeavors to assist the Successful bidder in obtaining in a timely and expeditious manner all permissions necessary for the execution of the agreement 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.

1.6. Terms of Payment

- a) The Successful bidder's requirement for payment shall be made to the NSIC, accompanied by an invoice describing, as appropriate, the payment milestone/details.
- b) The Contract price of Rs. ----- (Rs. ----- in words) plus tax shall be paid as specified in the aforesaid RFP. No payment made by NSIC herein shall be deemed to constitute acceptance by NSIC of any service deliverable required in the RFP.
- c) The currency for payment would be Indian Rupees (INR).
- d) Undisputed payments will be made promptly by the NSIC, but in no case later than thirty (30) 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 aforesaid RFP dated **25.08.2021**. The breach of any provision of this agreement may also result in the application of penalties provided under the RFP.
- f) It is clarified here that the NSIC shall pay for the deliverables stated in the terms of reference of the aforesaid RFP.
- g) The payments to the Successful bidder would be made by NSIC after deducting all applicable taxes at the time of payment.

1.7. Payment Schedule

NSIC will make payments to the Successful bidder based on the milestones/ progress achieved by the Successful bidder as given in the aforesaid RFP:

Before making payments, NSIC will have the right to verify the quality of the deliverables listed in the RFP and its conformity with the requirements.

1.8. Confidential information

1.8.1. The rights and obligations of Parties in this section will be as per aforesaid RFP.

1.8.2. Rights of NSIC and Successful bidder :

- a) The Successful bidder shall not use the NSIC's / NSSH project data/ information gathered 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 NSIC's / NSSH project under the Contract will remain solely with the NSIC. The Successful bidder shall be entitled to use such proprietary information only during the term and only for the purposes of performing the NSSH project.

1.9. Guarantee

The Successful bidder guarantees that it shall complete the NSSH project within the time periods specified in the aforesaid RFP and/or the agreed and finalised period agreed by NSIC. It is accepted that by us M/s _____ (successful bidder) shall provide Performance Bank Guarantee for 3% of Bid Amount as performance security; calculated as total contract amount for 3 (three) years from date of contract; by considering the monthly amount quoted by the Bidder in the financial proposal. The same required to be further extended on extension of the contract.

1.10. Representation and warranties of the Successful bidder

The Successful bidder warrants and represents to the NSIC that:

- a) It is duly registered company / partnership firm (as applicable) and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this agreement and to carry out the transactions contemplated hereby.
- b) It is a competent provider of the professional service as required in the aforesaid RFP.
- c) It has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this agreement and to validly exercise its rights and perform its obligations under this agreement.
- 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 agreement 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 agreement 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 agreement.
- g) The execution, delivery and performance of this agreement shall not conflict with, result in the breach of, or 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 agreement 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 NSIC 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 agreement or for influencing or attempting to influence any officer or employee of NSIC in connection therewith.

1.11. Representation and warranties of the NSIC

1.12. NSIC represents and warrant to the Successful bidder that:

- a) It has full power and authority to execute, deliver and perform its obligations under this agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this agreement exercise its rights and perform its obligations, under this agreement 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 agreement and to validly exercise its rights and perform its obligations under this agreement.
- c) It has the financial standing and capacity to perform its obligations under the agreement.
- d) It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this agreement or matters arising there under including any obligation, liability or responsibility hereunder
- e) This agreement 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 agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof
- f) The execution, delivery and performance of this agreement 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 agreement.
- 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 NSIC's ability to perform its obligations under this agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this agreement.
- 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.

1.13. Transfer of ownership

The NSSH project will be transferred to the NSIC at zero cost on the completion of the NSSH project.

1.14. Assignment

The rights and obligations of Parties under this section will be as per **section 11** of the aforesaid RFP.

1.15. Deductions for non-performance and penalties

The rights and obligations of Parties under this section will be as per **section 4.t** and **4.z.VII** of the RFP.

1.16. Suspension of work

The rights and obligations of Parties under this section will be as per **section 24** of the RFP.

1.17. Liabilities

The rights and obligations of Parties under this section will be as per **section 4.s** of the RFP.

1.18. Governing law

The rights and obligations of Parties under this section will be as per **section 4.z.III** of the RFP.

1.19. Dispute resolution

The rights and obligations of Parties under this section will be as per **section 10** of the RFP.

1.20. Termination

The rights and obligations of Parties under this section will be as per **section 4.w** of the RFP.

1.21. Force majeure

The rights and obligations of Parties under this section will be as per **section 18** of the RFP.

1.22. Indemnity

The rights and obligations of Parties under this section will be as per **section 25** of the RFP.

1.23. Arbitration

The rights and obligations of Parties under this section will be as per **section 16** of the RFP.

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

For and on behalf of [name of Successful bidder]	For and on behalf of [National Small Industries Corporation Ltd.]
[Authorized Representative]	[Authorized Representative]
Witness for successful bidder :	Witness for NSIC :
1.	1.
2.	2.

Place :

Form 19: Performance Bank Guarantee

(To be stamped in accordance with stamp act)

RFP Number: NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021

Bank Guarantee number:

Date of Issue :

Date of validity :

Claim validity date :

This Performance Guarantee is made at New Delhi on this Day of (Enter month), 2021 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 / partnership firm registered under the partnership Act -----, having its registered office at -----
----- (Successful bidder 's address), herein after called (short name of the company) has accepted Letter of Award / Intent issued by NSIC ("LOI") pursuant to an offer made by NSIC vide letter No. -----
-----dated -----(-----reference number and date of bidder's offer letter) in response to the **RFP no. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021** issued by the NSIC for "Hiring of Project Management Consulting Firm for Implementation of National SC-ST Hub", M/s ----- [bidder's name] has agreed to provide the services as set out in the aforesaid RFP dated 25.08.2021 and agreement dated ----- entered into between NSIC and M/s -----
- (successful Bidder) AND WHEREAS, NSIC has agreed to avail the services from M/s -----
----- (Successful bidder 's name) on the terms and conditions laid down in the agreement dated ----- and **RFP no. NSIC/HO/NSSH/PMC/01/2021-22 dated 25.08.2021** issued by NSIC and subsequent Addendum and Corrigendum issued thereafter.

AND WHEREAS, in accordance with terms and conditions of the agreement dated ----- and aforesaid RFP, M/s ----- is required to furnish a Performance Bank Guarantee for a sum of Rs.----- (Enter amount here) for due performance of their obligations as laid down in the aforesaid RFP, guaranteeing payment of the said amount of Rs.----- (Enter amount here) only to NSIC, if M/s ----- (successful bidder) fails to fulfil its obligations under the Contract / agreement and RFP. Such Performance Bank Guarantee is required to be valid upto ----- (Enter period here). In the event of failure, on the part of M/s ----- (successful bidder), to fulfil its commitments / obligations in respect of providing the services under the Contract / agreement, NSIC shall be entitled to invoke and encash this Performance Bank Guarantee.

Page 1 of 3

Bank Guarantee number:

Date of Issue :

AND WHEREAS, the Bank, at the request of M/s ----- (successful bidder), has agreed to issue, on behalf of M/s ----- (successful bidder), the Performance Bank 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 award dated ----- for obtaining the services as per aforesaid RFP, we, the Bank, hereby unconditionally and irrevocably guarantee that M/s ----- (successful bidder) shall fulfil its commitments and obligations in respect of such services under the Contract/ agreement and in the event of M/s ----- (successful bidder) failing to perform / fulfil its commitments / obligations in respect of such services under the Contract / agreement, we, the Bank, shall on written demand(s), as and when lodged by NSIC (online / offline), without protest or demur or without reference to M/s ----- (successful bidder) and notwithstanding any contestation or existence of any dispute whatsoever between M/s ----- (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 M/s ----- (successful bidder) has failed to fulfil its commitments / obligations in respect of such services under the Contract/ agreement 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 or any other forum as the case may be.

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

1. Any neglect or forbearance on the part of NSIC, to M/s ----- (successful bidder), or any indulgence of any kind shown by NSIC, to M/s ----- (successful bidder) or any change in the terms and conditions of the Contract/ agreement dated ----- shall not, in any way, release or discharge the Bank from its liabilities under this Performance Bank Guarantee.

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

3. This Performance Bank 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 M/s ----- (successful bidder).

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

Bank Guarantee number:

Date of Issue :

5. This guarantee shall be governed by and construed in accordance with the laws of India.

6. Notwithstanding anything contained herein above:

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

(b) This Performance Bank Guarantee shall be valid until ----- (DD / MM/ YYYY).

(c) The Bank is liable to pay the guaranteed amount or any part thereof under this Performance Bank Guarantee if and only if NSIC serves the Bank claim or demand (online / offline).

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

(e) The guarantor, the bank ----- has, under its constitution, powers to give this guarantee and Mr. / Ms. (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 authorized official.

7. This Bank Guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing bank through Structured Financial Messaging System (SFMS) to the banker of NSIC as per details mentioned below through SFMS and authenticated by the said NSIC's bank.

Name of Account Holder	The National Small Industries Corporation Limited
Account Number	0602002100319130
IFSC CODE	PUNB0060200
Bank Name	Punjab National Bank
Bank Address	NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020

Further, the amount on invocation of the Bank Guarantee shall be remitted to NSIC's account number 0602002100319130 with Punjab National Bank, NSIC Bhawan, Okhla Industrial Estate, New Delhi (IFSC PUNB0060200) under written intimation to NSSH Division, NSIC, Okhla Industrial Estate, New Delhi.

Signed and Delivered

(Signature of Bank Authorized Signatory with employee code and Bank Seal)

Name :

Designation :

Date of issue :

27.19. Form 20- Bid Security Declaration

(On letter head of the bidder)

To
General Manager-SG, NSSH Division,
National Small Industries Corporation Limited,
NSIC Bhawan, Okhla Industrial Estate,
New Delhi - 110020

Reference: RFP No. NSIC/HO/NSSH/PMC/01/2021-22 dtd. 25.08.2021 For "Hiring of Project Management Consulting Firm for Implementation of National SC-ST Hub (NSSH)".

I/We , irrevocably declare as under:

I/We understand that, as per Clause 3 of 1.1 on Page No 7 (EMD Declaration) of RFP conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Three years from the date of disqualification as may be notified by you (without prejudice to NSIC's rights to claim damages or any other legal recourse) if,

- 1) I am /we are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revise, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by NSIC, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Security Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

Note: - No bid shall be acceptable under no circumstance without **Bid Security Declaration Form**