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National
Skill Development
Corporation

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Website: www.nsdcindia.org

NATIONAL COMPETITIVE BIDDING FOR NON-CONSULTING SERVICES

Bid No.: IFB/IT/2018/0014

**Selection of firm for providing Customer Relationship
Management (CRM) System.**

(in Two Envelopes: Technical & Financial Bids)

Name of the Non-Consulting Service	Selection of firm for providing Customer Relationship Management (CRM) System.
Period of commencement of Bidding Document	From: 18th April 2018
Pre-Bid Meeting	Date: 25th April 2018 Time: 11:30 hrs
Last Date and Time of Receipts of Technical and Financial Bids	Date: 9th May 2018 Time: 14:00 hrs
Date & Time of Opening of Technical Bids	Date: 9th May 2018 Time: 15:00 hrs
Date & Time of Opening of Financial Bids	Financial Bids of only Technically qualified firms will be opened. Date and time will be intimated to the qualified firms.
Place of Opening of Bids	National Skill Development Corporation 301, West Wing, Worldmark 1 Aerocity, New Delhi-110037 T: +011-47451600-10 F: +91-11-46560417 Email: procurement@nsdcindia.org Website: www.nsdcindia.org

INVITATION FOR BID

(IFB)

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National Skill Development Corporation

INVITATIONS FOR BIDS (IFB)

Selection of firm for providing Customer Relationship Management (CRM) System.

Date: 18th April 2018

Bid No.: IFB/IT/2017/0014

NSDC wishes to set up a Customer Relationship Management (CRM) System. The CRM will be the interface and repository of call information of interaction with candidate, potential candidate, training partner, training centers, etc.

Bidding will be conducted through National Competitive Bidding procedures as per NSDC Procurement Guidelines and is open to all eligible firms as defined in the *procurement guidelines*.

1. NSDC now invites bids in two envelopes (Technical Bids and Financial Bids) for providing the CRM.
2. Bidding document can be freely downloaded from NSDC website at <https://www.nsdcindia.org/active-tender> NSDC is using e-procurement, hence all bids (Technical and Financial) will be required to be uploaded on NSDC e-procurement system. Interested firms may obtain further information at the address mentioned below. *The firm would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.*
3. Bids shall be valid for a period of 120 days after Bid closing and must be accompanied by security of the amount specified for the work in the table below, drawn in favour of NSDC, payable at New Delhi. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 60 days beyond the validity of the bid. Bid Security along with Power of Attorney must be submitted in original before the last date and time of bid submission in the office of NSDC.
4. Bids must be must be uploaded on or before **14:00 hours on 9th May 2018**, and Technical Bids will be opened on the same day at **15:00 hours**, in the presence of the firms who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue. E-procurement system does not accept late bids, hence bidders are requested to submit their bids well in time to be accepted by the system.
5. Other details can be seen in the bidding documents.
6. The address for communication is as under:

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Section I. Instructions to Firms

Instructions to Firms (ITB)

A. General

1. **Scope of Bid**
 - 1.1 The Employer as defined¹ in Section II “Bidding Data Sheet” (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract are provided in the **BDS and the Particular Conditions of Contract**.
 - 1.2 The successful Firm shall be expected to complete the performance of the Services by the Intended Completion Date **specified in the BDS** and the PCC.
 - 1.3 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 Not Used

¹ See Section VII, “General Conditions of Contract,” Clause 1. Definitions.

3. Fraud and Corruption

3.1 As per F & C section of Procurement Guidelines of NSDC

4. Eligible Firms

4.1 This Competition process is open to all firms subject to meeting the technical and qualification as laid down in the IFB

4.2 A Firm shall not have a conflict of interest. All Firms found to have a conflict of interest shall be disqualified. A Firm may be considered to have a conflict of interest for the purpose of this bidding process, if the Firm:

- i. Directly or indirectly controls, is controlled by or is under common control with another Firm; or
- ii. Receives or has received any direct or indirect subsidy from another Firm; or
- iii. has the same legal representative as another Firm; or
- iv. has a relationship with another Firm, directly or through common third parties, that puts it in a position to influence the bid of another Firm, or influence the decisions of the Employer regarding this bidding process; or
- v. participates in more than one bid in this bidding process. Participation by a Firm in more than one Bid will result in the disqualification of all Bids in which such Firm is involved. However, this does not limit the inclusion of the same sub-Service Provider in more than one bid; or
- vi. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services that are the subject of the bid; or
- vii. any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation;
- viii. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
- ix. has a close business or family relationship with a professional staff of NSDC who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation

process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the NSDC throughout the procurement process and execution of the contract.

4.3 A Firm may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Firm shall be deemed to have the nationality of a country if the Firm is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-Service Providers or sub-consultants for any part of the Contract including related Services.

4.4 A Firm that has been sanctioned by the Government of India, or any other state governments in accordance with the above ITB 3.1, shall be ineligible to be prequalified for, bid for, or be awarded a contract.

4.5 Not Used

4.6 Not Used.

4.7 Firms and individuals may be ineligible if so indicated in Section III and (a) as a matter of law or official regulations, the Indian Government prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of India prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 Firm shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request

5. Qualifications of the Firm

5.1 All firms shall provide in Section IV, "Letter of Service Provider's Bid, Qualification Information, Letter of Acceptance, and Agreement," a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential firms has been undertaken, only bids from prequalified firms shall be considered for award of Contract. These qualified firms should

submit with their bids any information updating their original prequalification applications. The update or confirmation should be provided in Section IV.

With the updated information the firm must continue to be qualified in accordance with the criteria laid down in the prequalification document. All firm shall also furnish the information for the following in Section IV irrespective of the firms being pre-qualified:

- (i) Power of Attorney.
- (ii) Evidence of access to or availability of credit facilities certified by bankers.
- (iii) Details as stipulated in clause 5.3 (g) to (j)

5.3 If the Employer has not undertaken prequalification of potential firms, all firms shall include the following information and documents with their bids in Section IV as part of their Technical Bids, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Firm; written power of attorney of the signatory of the Bid to commit the Firm;
- (b) total monetary value of Services performed for each of the last three years;
- (c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and addresses of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Firm, such as profit and loss statements and auditor's reports for the past three years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

- (h) authority to the Employer to seek references from the Firm's bankers;
- (i) information regarding any litigation, current or during the last three years, in which the Firm was/is involved, the parties concerned, and the disputed amounts; and awards;
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price. ***[for each the qualification and experience of the identified sub-Service Provider in the relevant field should be annexed.]***

5.4 Not used

5.5 To qualify for award of the Contract, the firm in its name should have, in the last three years, as **specified in the BDS**, the following experience and licenses:

- (a) annual volume of Services of at least the amount **specified in the BDS**;
- (b) experience as prime Service Provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 3 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as **specified in the BDS**;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) Not used
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.
- (f) A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 Not Used

5.7 Even though the firms meet the above qualifying criteria, they are subject to be disqualified if they have: -

- made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirement;

- record of poor performance such as abandoning the works or services, not properly completion or financial failures etc.;
- consistent history of litigation or arbitration awards against the firm or any partner of the joint venture.

6. One Bid per Firm

6.1 Each Firm shall submit only one Bid either individually or as a partner in a joint venture. A Firm who submits or participates in more than one Bid (other than as a sub-Service Provider or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Firm's participation to be disqualified.

7. Cost of Bidding

7.1 The Firm shall bear all costs associated with the preparation and submission of his Bid, and the Employer shall in no case be responsible or liable for those costs.

8. Site Visit

8.1 The Firm, at the Firm's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for providing the Services. The costs of visiting the Site shall be at the Firm's own expense.

B. Bidding Documents

9. Contents of Bidding Documents

9.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

	Invitation for Bids
Section I	Instructions to Firms
Section II	Bidding Data Sheet
Section III	Not Used
Section IV	Forms of Letter of Technical Bid, Qualification Information, Price Schedule, Letter of acceptance, Agreement.
Section V	NSDC Policy-Corrupt and Fraudulent Practices
Section VI	Activity Schedule
Section VII	General Conditions of Contract
Section VIII	Particular Conditions of Contract
Section IX	Performance Specifications and Drawings (if applicable) - Not Used
Section X	Security Forms

9.2 Unless downloaded directly from the Employer's website, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, or Addenda to the Bidding Documents in accordance with ITB 11. In case of any contradiction, documents downloaded directly from the Employer's website shall prevail.

9.3 The Firm is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid. Sections IV, VI, and X should be completed and returned with the Bid in the number of copies **specified in the BDS**.

10. Clarification of Bidding Documents

10.1 A prospective Firm requiring any clarification of the Bidding Documents may notify the Employer in writing at the Employer's address **indicated in the BDS**. The Employer shall respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response shall be uploaded on NSDC website, including a description of the inquiry, but without identifying its source. *the employer will upload the addenda on the website and it will be*

the responsibility of the firms [who downloaded the bid document] to search the website for any addenda). Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 11 and ITB 21.2.

11. Amendment of Bidding Documents

- 11.1 Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be uploaded on NSDC website. in accordance with ITB 10.1.
- 11.3 To give prospective firms reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

- 12.1 All documents relating to the Bid shall be in the English.

13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Firm shall comprise the following:
- (a) The Letter of Service Provider's Technical & Financial Bid (in the formats indicated in Section IV);
 - (b) Bid Security, in accordance with ITB Clause 17, if required;
 - (c) Priced Activity schedule;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Firm, in accordance with ITB 19.2;
 - (e) Qualification Information Form and Documents;
 - (f) Alternative offers where invited;

and any other materials required to be completed and submitted by firms, as **specified in the BDS**.

The documents listed in Section IV, VI, and X of sub-clause 9.1 shall be filled in without exception.

- 13.2 Firms bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid

together with any discounts offered for the award of more than one contract.

14. Bid Prices

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section IX, based on the priced Activity Schedule, Section VI, submitted by the Firm.
- 14.2 The Firm shall fill in rates and prices (both in figures & words) for all items of the Services described in the Specifications (or Terms of Reference) Section IX and listed in the Activity Schedule, Section VI. Items for which no rate or price is entered by the Firm shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity schedule. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Firm.
- 14.4 Not Used
- 14.5 The rates and prices quoted by the Firm shall be subject to adjustment during the performance of the Contract if **provided for in the BDS** and the provisions of Clause 6.6 of the General Conditions of Contract. The Firm shall submit with the Bid all the information required under the Particular Conditions of Contract and of the General Conditions of Contract.
- 14.6 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Firm in the form of Appendix E to the Contract

15. Currencies of Bid and Payment

- 15.1 The lump sum price shall be quoted by the Firm entirely in Indian Rupees.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**. A bid valid for a shorter period shall be rejected by the employer as non-responsive.
- 16.2 In exceptional circumstances, prior to the expiry of the original bid validity, the Employer may request that the firms extend the period of validity for a specified additional period. The request and the firms' responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall be extended up to 60 days after the extended deadline of the extended bid validity period. A Firm may refuse the request without forfeiting the Bid

Security. A Firm agreeing to the request shall not be required or permitted to modify its Bid, except as provided in ITB Clause 16.3.

16.3 Not Used.

17. Bid Security

17.1 If **required in the BDS** the Firm shall furnish, as part of its Technical Bid, a Bid security, in original form for the amount shown in BDS for these particular Services.

17.2 This bid security shall be in favour of, as **specified in BDS**, in one of the following forms:

- A bank guarantee issued by a nationalized/scheduled bank located in India or a reputed bank located abroad in the form given in Section X; or
- Certified cheque or Bank draft payable to the employer as **specified in BDS**.
- If the institution issuing the guarantee is located outside India, it shall be counter signed by a Nationalized/Scheduled bank located in India, to make it enforceable.
- Fixed Deposit/Time Deposit certificates issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of the firm named in BDS and such pledging has been noted and suitably endorsed by the bank issuing the deposit certificate.
- Any other security **specified in BDS**

17.3 Bank guarantee issued as Bid security for the bid shall be valid for 45 days beyond the validity of the bid. ‘

17.4 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clause 17.1 to 17.3 above will be rejected by the Employer as non-responsive, pursuant to ITB Clause 27.1.

17.5 The Bid security of unsuccessful firm will be returned within 60 days of the end of the bid validity period specified in Sub-Clause 16.1& 16.2.

The Bid Security of successful firms will be discharged and returned when the firm has signed the Agreement and furnished the required Performance Security.

17.6 The Bid Security may be forfeited:

- (a) if a Firm withdraws/modifies/substitutes its bid during the period of bid validity specified by the Firm on the Letter of Service Provider's Bid, except as provided in ITB Sub-Clause 16.2; or
- (b) if the Firm does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.
- (c) if the successful Firm fails within the specified time to:
 - (i) sign the Contract Agreement; or
 - (ii) furnish the required performance security.

17.7 If a bid security is **not required in the BDS**, and

- (a) if a Firm withdraws its bid during the period of bid validity specified by the Firm on the Letter of Service Provider's Bid, or
- (b) if the successful Firm fails to: sign the Contract in accordance with ITB 34; or furnish a performance security in accordance with ITB 35;

the Employer may, **if provided for in the BDS**, declare the Firm ineligible to be awarded a contract by the Employer for a period of three years.

18. Alternative Proposals by Firms

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, firms wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition

to submitting the basic Bid, the Firm shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Firm conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When firms are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section IX. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

19. Format and Signing of Bid

19.1 The Firm shall prepare one original (Technical & Financial Bid) of the documents comprising the Bid as described in ITB Clause 13, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Firm shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Firm, pursuant to ITB Sub-Clause 5.3 (a) & 5.4 (d). A copy of the legally valid authorization as **specified in BDS** should be attached along with the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments such as interlineations, erasures or over writing have been made, shall be valid only if they are signed or initialed by the authorized person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Firm, in which case such corrections shall be signed or initialed by the person or persons signing the Bid.

19.4 The Firm shall furnish information as described in the Letter of Service Provider's Financial Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Firm is awarded the contract.

D. Submission of Bids

20. Submission, Sealing and Marking of Bids

20.1 Bidders will submit their bids in two envelopes, namely Technical Bids and Financial Bids which will be marked accordingly. Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the procedures **specified in the BDS**. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES."

20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS**;
- (b) bear the name and identification number of the Contract as **defined in the BDS** and PCC; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Firm to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Sub-mission of Bids

21.1 Bids must be received by the *Employer* at the address and no later than the date and time **indicated in the BDS**. Bidders submitting bids electronically (when permitted) shall follow the electronic bid submission procedures specified in the BDS against ITB 20.1.

21.2 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.

22. Late Bids

22.1 The *Employer* shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 21. Any

bid received by the *Employer* after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Firm.

23. Withdrawal, Substitution and Modification of Bids

- 23.1 A Firm may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 19.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 19 and ITB 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 21. Firms may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Firms.
- 23.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Firm on the Letter of Service Provider’s Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 17.6.
- 23.4 Firms may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause ITB 23.1 or included in the initial Bid

E. Bid Opening and Evaluation

24. Bid Opening (Technical & Financial; sequentially)

- 24.1 Except in the cases specified in ITB 22 and 23, the Employer shall publicly open the Technical Bids first; all bids received by the deadline, at the date, time and place **specified in the BDS** in the presence of Firms` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required, if electronic bidding is permitted in accordance with ITB 20.1, shall be as **specified in the BDS**.
- 24.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Firm. No bid withdrawal shall be

permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Firm. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

24.3 All other envelopes shall be opened one at a time, reading out: the name of the Firm and whether there is a modification, the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids (if permitted), the presence or absence of a bid security; and any other details as the *Employer* may consider appropriate. Only discounts and alternatives & modifications read out at bid opening shall be considered for evaluation. The Letter of Service Provider's Bid and the Activity Schedule are to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**. The Employer shall neither discuss the merits of any bid nor reject any bid at bid opening (except for late bids, in accordance with ITB 22.1).

24.4 The *Employer* shall prepare a record of the bid opening that shall include, as a minimum: the name of the Firm and whether there is a withdrawal, substitution, or modification; and the presence or absence of a bid security, if one was required. The Firms' representatives who are present shall be requested to sign the record. The omission of a Firm's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Firms.

24.5 **Financial Bids of only those firms will be opened who qualify the technical evaluation criteria attaining the minimum marks required. Those firms will be invited for public opening of the Financial Bids giving reasonable time for them to attend the financial bid opening. Financial Bids will be opened in the presence of the firms' representatives, who choose to attend the meeting.**

25. Confidentiality

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to firms or any other persons not

officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdown of prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change including any voluntary increase or decrease, in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with ITB Clause 28.

27. Examination of Technical Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of Technical Bids, the Employer shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required Bid Security in accordance with ITB Clause 17, if specified; and (d) is substantially responsive to the requirements of the Bidding Documents. (e) meets the minimum technical criteria marks

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Firm's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other firms presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by

correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors of Financial Bids

28.1 Financial Bids as determined to be substantially responsive, and technically qualified shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:

- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. ;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

28.2 The amount stated in the Financial Bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Firm, shall be considered as binding upon the Firm. If the Firm does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.6 (b).

29. Currency for Bid Evaluation

The currency for bid evaluation shall be Indian Rupees only.

30. Evaluation and Comparison of Financial Bids

30.1 The Employer shall evaluate and compare only the bids determined to be substantially responsive and passing the Technical criteria in accordance with ITB Clause 27.

30.2 In evaluating the financial bids, the Employer shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section VI, but including Day work, when requested in the Specifications (or Terms of Reference) Section IX;
- (b) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.4.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under GCC Clause 6.6, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

30.5 Where bids are invited for several lots, the Employer shall determine the application of discounts so as to minimize the combined cost of all the lots, pursuant to ITB Sub-Clause 30.2 (c).

31. Preference for Domestic Firms

Not used

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Employer shall award the Contract to the Firm whose Bid has been determined to be substantially responsive and technically qualified to the

Bidding Documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

31.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

**33. Employer’s
Right to Accept
any Bid and to
Reject any or all
Bids**

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

**34. Notification of
Award and
Signing of
Agreement**

34.1 The Bidder whose Bid has been accepted shall be notified of the award by the Employer prior to expiration of the Bid validity period in writing. This letter (hereinafter and in the GCC called the “Letter of Acceptance”) shall state the sum that the Employer shall pay the Service Provider in consideration of the execution, completion, and maintenance of the services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

34.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Firm furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.3.

34.3 The Agreement shall incorporate all agreements between the Employer and the successful Firm. It shall be kept ready in the office of the Employer for the signature of the Employer and the successful Firm, within 21 days following the Letter of Acceptance’s date. Within 21 days of receipt of letter of acceptance, the successful Firm shall sign the Agreement and deliver it to the Employer along with performance security in accordance with ITB Clause 35.1 and revised methodology of providing services.

35. Performance Security

35.1 Within 21 days or as mentioned in the Letter of Acceptance, the successful Firm shall sign the contract agreement and deliver to the Employer a Performance Security in the amount stipulated in the GCC and in the form (Bank Guarantee) **stipulated in the BDS**, in Indian Rupees.

35.2 If the Performance Security is provided by the successful Firm in the in the form of a Bank Guarantee or cashier's cheque/certified cheque/Bank Demand Draft, it shall be issued at the Firm's option, by a nationalized/scheduled bank located in India, or by a foreign bank acceptable to the Employer, through a correspondent bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture.'

35.3 Failure of the successful Firm to comply with the requirements of ITB Sub-Clauses 35.1 and 34.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and employers may resort to awarding the contract to the next lowest evaluated responsive firm. Upon the successful Firm's, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the Employer shall promptly notify the name of the winning firm to each unsuccessful firm and shall discharge the Bid Securities of the unsuccessful firms pursuant to ITB Clause 17.5.

36. Advance Payment and Security

36.1 The Employer shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the BDS**. The Advance Payment shall be guaranteed by a Security. Section X "Security Forms" provides a Bank Guarantee for Advance Payment form.

37. Adjudicator /Disputes Review Expert

37.1 All disputes or grievances may be addressed to MD & CEO of NSDC.

Section II. Bidding Data Sheet

A. General	
ITB 1.1	The Employer is: <i>National Skill Development Corporation (NSDC)</i>
ITB 1.1	The name of the Services is: Selection of Firm for Providing and Managing Customer Relationship Management (CRM) System. The identification number of the Services is: IFB/IT/2017/0014
ITB 1.2	The Expected Contract Period – Three years from the date of signing of contract.
ITB 4.7	Only firms registered in India are eligible
ITB 5.2	Prequalification has not been undertaken.
ITB 5.3	The information required from firms in ITB Sub-Clause 5.3 is modified as follows: <i>Added: Separate Qualification and Technical Evaluation Criteria. Please refer Annexure – 1 & 2 at the end of BDS.</i>
ITB 5.4 (g)	Not Used
ITB 5.5	The previous financial years are: 2014 – 15; 2015 – 16; 2016-17.
ITB 5.5	The qualification criteria in ITB Sub-Clause 5.5 are modified as below in the following sub-sections: -
ITB 5.5(a), (b), (c), (f)	Annexure 1 & Annexure -2
ITB 5.5 (e)	Not used
ITB 5.6	Not used
B. Bidding Documents	

ITB 9.3 and 19.1`	<p>1. Technical Bid to be submitted as per format on https://nsdc.eproc.in/ProductNSDC/publicDash and Annexure -3</p>
	<p>2. Financial Bid be submitted as per format on https://nsdc.eproc.in/ProductNSDC/publicDash</p>
ITB 10.1	<p>For clarification purposes only, the Employer's address is:</p> <p>National Skill Development Corporation 301, West Wing, Worldmark 1 Aerocity, New Delhi-110037 T: +011-47451600-10 F: +91-11-46560417 e-mail: procurement@nsdcindia.org Website: www.nsdcindia.org Contact Person: Gopal Sharma and Ajay Kumar Jindal</p> <p>Requests for clarification should be received by the Employer no later than 10 days prior to deadline for submission of bids</p>
ITB 10.1 (a)	<p>Added the following as clause 10.1 (a):</p> <p>Pre Bid meeting: - The firm's designated representative is invited to attend a pre bid meeting which will take place as per details given below: -</p> <p>Date: 25th April 2018 Time: 11.30 Hrs (IST) Venue: NSDC Office, same as per ITB 10.1</p> <p>The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>Non-attendance at the pre-bid meeting will not be a cause for dis-qualification of a firm</p>
C. Preparation of Bids	
ITB 13.1	Not used
ITB 14.5	Not used

ITB 16.1	The Bid shall be valid for 120 days after the deadline for Bid submission specified in the BDS.
ITB 17.1	The amount of Bid Security shall be Rs. One Lakh only
ITB 17.2	Bid Security in the form of Bank Guarantee/Cashier's Cheque or Demand Draft issued by a nationalized/scheduled bank located in India and should be in favour of National Skill Development Corporation, New Delhi. Original copies of the Bid Security must be at NSDC office before the last date and time of submission.
ITB 18.1	Alternative bids are NOT permitted.
ITB 19.1	Bids are to be submitted on NSDC e-procurement portal as per process mentioned in Annexure 3 No other documents other than the original Bid Security and Power of Attorney will be accepted in Hard copies by NSDC. Bids submitted in Hard copies will be made non-responsive.
ITB 19.2	The written confirmation of authorization to sign on behalf of the Firm shall indicate: <i>(a) Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and must be submitted in original to NSDC office before the last date and time of bid submission.</i>
D. Submission of Bids	
ITB 20.2 (a)	The Employer's address for the purpose of Bid submission is https://nsdc.eproc.in/ProductNSDC/publicDash
ITB 20.2 (b)	Name and Identification number of the contract as given in ITB 1.1 above in this sheet.
ITB 20.2 (c)	Not Used
ITB 21.1	The deadline for submission of bids shall be: 9 th May 2018
E. Bid Opening and Evaluation	

ITB 24.1	<p>The bid opening shall take place at: https://nsdc.eproc.in/ProductNSDC/publicDash</p> <p>Date: 9th May 2018; Time: 15:00 hrs.</p> <p>Only Technical Bids will be opened. Financial Bids will be opened at a designated time later after evaluation with prior intimation to qualified bidders.</p>
ITB 24.3	Not Used
F. Award of Contract	
ITB 35.1	The Performance Security acceptable to the Employer shall be in the Standard Form of Bank Guarantee and for an amount of 5% of the contract price.
ITB 36.1	Advance is not Allowed. Not Applicable.
ITB 37.1	All grievances must be addressed to MD & CEO of NSDC.

Annexure – 1

Eligibility Criteria	Documents to be submitted
The Firm should have been in operation in India for at least Four years as on 31st March 2018,	Certificate of Incorporation or any other proof of establishment of business.
The minimum average annual turnover for the Firm shall be at least INR 2 crores during the last three financial years. (2014-15, 2015-16, 2016-17)	Audited Financial statements
The Firm must have a Proven track record of development and managing at least 2 CRM for organizations having a contract value of at least Rs. 30 lakhs in any of the last 4 years as on 31 st March 2018	Work Orders/ contract value/ Letter of completion from clients
A Firm should not be blacklisted or de-barred by Central or any State Government or any other government firm.	Undertaking by the firm

Technical Evaluation Criteria

The firms which meet the Eligibility criteria mentioned above will only be evaluated for Technical Evaluation & Presentation. Bidders will be technically evaluated based on submission of technical proposal, documentary proof and Presentation.

- a) Technical Qualification.
 1. Firm will be evaluated for its technical capabilities as per the format provided below.
 2. Firm must pass the technical criteria with minimum of 70 marks to be eligible for considering their Financial Proposals to be opened.
- b. Financial Evaluation
 1. Financial Proposals of qualified Technical firm will be opened and the Lowest evaluated will be awarded the Agreement as per the terms and conditions

S. No.	Particulars	Maximum Score	Documents Required
1	Implementing and Managing CRM for any client in India with over 100 licenses (for each client) during the last 4 years on the date of publication of Bid Document.	15	Copies of WO/PO/Contract or completion Certificate with complete Scope of Work
	3 or more clients - 15 Marks		
	2 clients - 10 Marks		
	1 clients - 5 Marks		
2	Should have experience in completion of contract worth Rs. 30 lakh or more	15	Copies of WO/PO/Contract or completion Certificate with complete Scope of Work
	3 or more clients - 15 Marks		
	2 clients - 10 Marks		
	1 clients - 5 Marks		

S. No.	Particulars	Maximum Score	Documents Required
3	<p>Each question carries equal marks (marks 5 each) The firm is suggested to make live demo at allotted presentation time and date with adequate evidence/ documentation if the below parameters are supported by the product offered by them.</p> <p>i. Capability to get integrated with CTI (Computer Telephony Integration)</p> <p>ii. Capability to get integrated with SMS, Email and Chat</p> <p>iii. Capability to get integrated with the social media</p> <p>iv. Storage of data in server located in India</p> <p>v. Edit workflow</p> <p>vi. Creation of new form and rendering the same for all devices</p> <p>vii. Interface to design custom report and chart/ graph and Dashboard customization</p> <p>viii Availability of Knowledge Management for the FTE (Full Time Executive)</p>	40	
4	Suggested project Methodology	10	Copies to be uploaded and explained during presentation
5	Solution Proposed	10	Copies to be uploaded and explained during presentation
6	Life Cycle Support framework	10	Copies to be uploaded and explained during presentation
	Total Score	100	

* Presentation date and time will be announced later.

NOTE: Bidders must ensure that no financial information related to the assignment is provided in the Technical part of the Bids. NSDC will make such bids Non-Responsive and their bids will not be considered for any further evaluation.

INSTRUCTIONS TO APPLICANTS- Annexure 3

DEFINITIONS:

- a. C1 India Private Limited: Service provider to provide the e-Tendering Software and facilitate the process of e-tendering on Application Service Provider (ASP) model.
- b. NSDC e-Procurement Portal: An e-tendering portal of National Skill Development Corporation (“NSDC”) introduced for the process of e-tendering which can be accessed on <https://nsdc.eproc.in>.

Pre-requisites:

- (i) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With **Both DSC Components, i.e. Signing & Encryption**) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSDC. Bidders can see the list of licensed CA’s from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-7291981138 for DSC related queries or can email at kartik.sehgal@c1india.com
- (ii) To participate in the online bidding, it is mandatory for the Applicants to get themselves registered with the NSDC e-Tendering Portal (<https://nsdc.eproc.in>)
- (iii) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- (iv) For helpdesk please contact Help Desk Nos. +91-124-4302033 / 36 / 37
- (v) Participant are requested to email their issues to helpdesk at nsdcsupport@c1india.com This will help serving the participant better
- (vi) The amendments/ clarifications to the tender, if any, will be posted on the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- (vii) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- (viii) It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Skill Development Corporation nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.
- (ix) Bid Security and Power of Attorney must be submitted to NSDC in original before the last date and time of bid submission.

Section III. NOT USED

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**Section IV. Forms of Letter of Service Provider's
Technical Bid, Letter of Service Provider –Financial Bid,
Price Schedule, Qualification Information, Letter of
Acceptance, and Agreement (Form of Contract)**

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1. Letter of Service Provider – Technical Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

IFB No.: IFB/IT/2017/0014

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) the Technical Bid, and
- (b) the Financial Bid

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 11;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to execute in conformity with the bidding document the following Services: *[insert a brief description of the Services to be provided]*
- (d) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 of days from the date fixed for the Bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (f) **One Bid Per Firm:** We are not submitting any other Bid(s) as an individual Firm or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member,
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any state or central government.

- (h) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (i) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, or any other Bid that you may receive; and
- (j) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (k) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely “Prevention of Corruption Act 1988.”; and

Name of the Firm: *[insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Firm:** *[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Firm

** : Person signing the Bid shall have the power of attorney given by the Firm to be attached with the Bid

2. Letter of Service Provider's Financial Bid

The Firm must prepare the Letter on stationery with its letterhead clearly showing the Firm's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

.....
Date: _____

Invitation for Bid No.: _____

To: *(Insert name of the Employer)*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Firms (ITB 11);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer in accordance with ITB 4.7 & ITB 5.7;
- (d) We offer to execute in conformity with the Bidding Documents the contract for providing the following service.
_____;

- (e) The total price of our Bid, excluding any discounts offered in item (d) below is:
_____ *[both in words and figures]*;

total price of the Bid ***[insert the total price of the bid in words and figures]***;

- (f) The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered.]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

_____;

- (g) We require advance payment equal to.....as provided in ITB clause 36.1;

- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

- (i) We are not participating, as a Firm, in more than one bid in this bidding process in accordance with ITB 6.1;
- (j) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:³

Name of Recipient	Address	Reason	Amount
.....
.....

- (k) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or any collusive arrangements with competitors;
- (l) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely “Prevention of Corruption Act 1988”;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) If awarded the contract, the person named below shall act as Service Provider’s Representative: _____

Name of the Firm* **insert complete name of person signing the Bid**

Name of the person duly authorized to sign the Bid on behalf of the Firm** **insert complete name of person duly authorized to sign the Bid**

Title of the person signing the Bid **insert complete title of the person signing the Bid**

Signature of the person named above **insert signature of person whose name and capacity are shown above**

Date signed **insert date of signing** day of **insert month**, **insert year**

* In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Firm

** Person signing the Bid shall have the power of attorney given by the Firm to be attached with the Bid Schedules.

³If none has been paid or is to be paid, indicate “none”.

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Financial Bid

Details of Quoted Price (in INR) by the Firm

S. No.	Particulars	INR
1	One-time cost (Customization and deployment of the Application)	
2	Subscription cost including user support (Remaining contract period) 1. Per User license cost for 120 agents	Total cost= per user cost x 120 agents x contract time (months)
3	Any other cost (Specify in detail) a) b)	
GST @.....% Other Taxes (if any)		
Total		

NOTE:

1. Subscription Cost per User cost to remain constant during the duration of the contract tenure.
2. Taxes will be extra and not considered for evaluation purposes.
3. Third party reimbursement is on actual after prior approval of NSDC.
4. Platform should be scalable with respect to the future requirements.
5. During the maintenance phase, the vendor would be required to accommodate minor changes in requirements within the larger scope of work defined. A change is denoted as a minor change if the same can be developed within 10 working days in a month. If the effort required to implement a change is in excess of 10 days, a detailed effort estimate will be obtained from the vendor for implementing the change.
6. Rate Card for change requests: Firms will provide Cost of resources for major change requests . This cost includes any development work that is needed in the system to fulfil new unforeseen major changes in future. This cost will not be considered in computation of Financial Bid.

THE COST OF CHANGE REQUEST..... INR PER HOUR

2. Qualification Information

Notes on Form of Qualification Information

The information is to be filled in by individual bidders. The following pages will be used for purposes of post-qualification as provided for in Clause 5 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

2.1 Individual Firms Qualification										
1	(i) Constitution or legal status of Firm (ii) Place of registration: (iii) Principal place of business: (iv) Power of attorney of signatory of Bid					[attach copy] [attach]				
Total annual volume of services provided and payments received in the last three years preceding the year in which bids are invited. (<i>Attach certificate from Chartered Accountant</i>)					Year (Rs.) 2016 -2017 2015 -2016 2014 -2015					
(A) Services performed as prime Service Provider (<i>in the same name and style</i>) on providing services of a similar nature and volume over the last three years.										
	Project Name	Name of Employer	Description of Service	Contract No.	Value of contract	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any	
(B) Activities executed as prime Service Provider (<i>in the same name and style</i>) in the last three years: ⁴										
	Year	Name of the Work	Name of Employer*	Quantity of activities performed@			Remarks* (indicate contract Ref)			
				1	2	3				
	2016 -2017 2015 -2016 2014 -2015									

[@ The items or activities for which date is requested should tally with that specified in ITB 5.5(b)]

2.4	Proposed sub-contracts and firms: Refer to ITB Clause 5.3 (j) and GCC Clause 3.5 and 4				
	Sections of the Services	Value of subcontract	Sub-Service Provider (name and address)	Experience in similar services	
	Note: <i>The capability of the sub-Service Provider will also be assessed (on the same lines as for the main Service Provider) before according approval to him.</i>				
2.5	Financial reports or the last three financial years: Balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.				
	Year	Balance Sheets	P&L Statements	Auditor's Report	Others
	2016-17				
	2015-16				
	2014-15				
2.6	Not used				
2.7	Not used				
2.8	Information on current litigation in which the Firm is involved.				
	Name of Other party(s)	Cause of dispute	Litigation where (Court or Arbitration)	Amount involved	Remarks regarding present status
	1	2	3	4	5
2.9	Proposed Program (Service work method and schedule): The firm should attach descriptions, as necessary, to comply with the requirements of the bidding documents. <i>[Refer Clause 5. 1]</i>				

2.10	Statement of Compliance under the requirements of Sub-Clause 5.3 of ITB.
2.11	Financial Statements Summary: Not Used
2.12	Not used
2.13	<i>Not used</i>

3. Letter of Acceptance

[letterhead paper of the Employer]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 34 and 35. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Firm only after evaluation of bids has been completed]

[date]

Identification No and Title of Contract: **IFB/IT/2018/0014** and *[title of the Contract]*

To: *[insert name and address of the Service Provider]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and IFB/IT/2018/0014]* for the Contract Price *[insert amount in numbers and words]* as corrected and modified⁵ in accordance with the Instructions to Firms is hereby accepted by our Firm.

We note that as per your bid, you do not intend to subcontract any component of services.

[OR]

We note that as per your bid, you propose to employ M/s. as sub-Service Provider for executing

[Delete whatever is inapplicable]

You are hereby requested to furnish Performance Security, in the form detailed in ITB Clause 35.1 for an amount of Rs. within 21 days of the receipt of this letter of acceptance, valid upto 60 days from the date of completion of contract failing which action as stated in ITB Clause 35.3 will be taken.

We have reviewed the proposed methodology submitted by you along with the bid in response to ITB Clause 5.1 and our comments are given in the attachment. You are requested

to submit a revised Program as per Clause 2.2. of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Yours faithfully,

Authorized Signature.....

Name and Title of Signatory.....

Name of Firm.....

⁵ Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

Issue of Notice to proceed with the Services

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Service Provider)

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 35.1, insurance policy as per GCC 3.4, methodology as stated in letter of acceptance and signing of the contract agreement for providing the Services of _____ at a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

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4. Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

“...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid;
- (c) the Particular Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices:

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Sub-Service Providers

Appendix D: Not used

Appendix E: Breakdown of Contract Price in Rupees as per Financial Bid

Appendix F: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Section V. - Fraud and Corruption

(Section V shall not be modified)

Section 5. NSDC Policy – Corrupt and Fraudulent Practices

1.1 It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, firms/suppliers/contractors/consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:

- a. Proposal for award may be rejected, if it determines that the firm, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- b. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;
- c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and "Fraudulent Practice", mean following:

"corrupt practice" means offering, giving, receiving, or soliciting anything of value to influence the action of NSDC's official(s) in the procurement process or in the contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among firms (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non- competitive levels.

Part 2 – Activity Schedule

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Section VI. Activity Schedule

Background

Customer relationship management (CRM) technology has become increasingly relevant in the development sector as citizens have become accustomed to high levels of service and convenience. Performance-driven government represents a shift toward processes that address citizen needs efficiently and effectively, delivering the highest return on investments.

The National Skill Development Corporation India (NSDC) was setup as a one of its kind Public Private Partnership Company with the primary mandate of catalyzing the skills landscape in India. It aims to

- Upgrade skills to international standards through significant industry involvement and develop necessary frameworks for standards, curriculum and quality assurance
- Enhance, support and coordinate private sector initiatives for skill development through appropriate Public-Private Partnership (PPP) models; strive for significant operational and financial involvement from the private sector
- Play the role of a "market-maker" by bringing financing, particularly in sectors where market mechanisms are ineffective or missing
- Prioritize initiatives that can have a multiplier or catalytic effect as opposed to one-off impact.

To have the optimum efficacy in its work, NSDC Intends to hire a CRM services provider with the support service. The CRM will be the repository of call information of interaction with candidate, potential candidate, training partner, training center, etc.

The CRM will be used by the NSDC call centers located in different locations in India.

Usage Overview

CRM interface will have two types of users:

Call center agents :

- Inbound and Outbound Call
All inbound and outbound call should be accessible from CRM and will be accessible for analysis. All call will be tagged based on action taken and workflow will be applicable.

The call center will be operational from 9 AM to 6 PM on all working days. Any call received beyond this duration will be responded using an automated recorded voice. Data of all missed calls must be accessible to the agent in a well-defined workflow so that the caller can be contacted.

- Automated Messaging
Each call will be responded with a concluding SMS/ WhatsApp message indicating the details of issue raised or information provided. SMS gateway will be provided.
- Email
The CRM will also be integrated with the support email ID and any query raised to be responded using the same channel.
- Chat
The CRM should be equipped with a chat engine and log all interaction. API of chat to be

integrated on NSDC or other websites so any user can interact with the call center from NSDC website.

- Campaign Management

Campaign is a targeted outreach activity which uses existing contact database. The CRM should have functionality for data import, allocation to call agent and linking the same to customized form.

- Complaint Management

The CRM need to have complaint management facility by having a well-defined ticketing system.

NSDC team

- NSDC team to have manager access where real time data can be tracked
- Team should be able to check all data being entered by agents
- Team should be able to check login and log out time of agents
- Team should be able to see the data at one given time and should also be able to filter it campaign wise to view selected data at a time

Requirement Overview

NSDC has a call center interacting with the potential candidates for training, training candidate, training partner and other user group in providing timely information on various program and addressing their issues. The services rendered include providing schemes related information, Training partners/ training Centers information, queries from students, prospective candidates and support and handling complaints. These are being done by having inbound and outbound call to the target group.

The proposed CRM application will be used by the 150 call center agents to manage the call. The call agent will be located in different parts of the country. The CRM application must be current/ recent in the OEM's product line and must be fully supported by the OEM (Original Equipment Manufacturer) for the duration of the project. Also, it should be scalable to meet the sizing and the growth requirements of NSDC.

The CRM Solution expected on the cloud complying to Government of India guideline. The CRM vendor will be responsible for managing the storage, sizing and load balancing.

The CRM system supplied by the vendor must be fully supported by the vendor during the entire tenure of the contract with application of patches & upgrades, as appropriate and permitted under the provisions of the contract.

The Solution should have the capability to control the data accessibility and commands that can be executed by a user, according to their status and privileges. All access needs to be provided and controlled by personal identification and authentication. The system rights will be defined as per the role hierarchy defined by NSDC. All users will need to register to be able to use the Solutions.

Access to the system must be through secured passwords. Logging of users accessing the system and monitoring of online activity needs to be provided as part of the solution. The proposed solution should maintain audit trails for addition, deletion and correction made by the user in the application.

The solution should be able to support batch reporting with the provision of customizable report template, report scheduling, and open report formats.

A Support team would be provided for necessary technical support. The team is responsible for routing the transactions through the backup system in case the primary system fails and facilitate Switching to the DR site in case of system failure.

The application must be deployed in a manner so that it does not compromise the security and integrity of NSDC's data and the quality of Call Centre and Customer Care operations, particularly the services rendered to callers.

The Service Provider should provide training to personnel identified by NSDC on functional, operational and administration of CRM Solution. Training should include training aids such as online tutorials and soft copies of the manuals. The training program should be of required duration and with a batch size as mutually agreed by NSDC and the Solution Provider.

The CRM is expected to have 99.98 % uptime. Scheduled maintenance must be done on Sunday in consultation with the NSDC team. It should be plan well in advance so that there is no unforeseen condition.

An escalation matrix must be provided with the details of the contact person and designation. The Solution Provider should provide detailed training plan for this purpose

Technical requirement

The CRM should be a COTS (Commercial off-the-shelf) web-based solution with seamless integration to the other tools such as IVRS, CTI, SMS gateway and email. The CRM system should be able to integrate existing or future multimedia such as Voice, Web or Email.

It should be possible to capture, and route requests received from multiple channels – Call, Web Self Service, Email, SMS, Direct contact to the CRM and manage the request. SMS will be sent to the user after completion of each and every inbound and outbound call detailing the action point.

CRM system needs to act as a Helpdesk and it should have a case management, grievance management, knowledge management, chat functionality. It must come pre-integrated with social media to handle grievances from social media as well.

The Agent will access SMART and SDMS of NSDC to provide services to the callers with real-time information about the candidates and training partners. Master Data integration will be required with SMART and SDMS.

Features in detail

The followings are the detailed feature expected from the vendor

- All technologies/features should be owned/ provided and supported natively by a single OEM.
- The system should provide virtual contact center functionality for the agents so that they can be geographically dispersed.

- The CRM will be mounted on a NSDC web address and will be accessible to all relevant stakeholder for accessing information based on the ticket ID using internet browser from any device.
- All interface will be optimized for mobile/ tablet devices.
- CRM solution used by firm should have the capability to deliver just-in-time, personalized, interactive assistance at the right stage of every citizen interaction. The technologies to be implemented would include an online chat, remote management and user intuitive policy engine.
- Email/ SMS Functionality
 - Whenever a case is opened/updated/closed, an email/ SMS/ WhatsApp should go to the citizen.
 - There need to be a central email id/ SMS ID, where if the email/ SMS is sent the case should get created automatically, and automatically allocated as well if the necessary information for routing is already given in it. A request tracker system to be deployed.
 - If citizen is sending response to an email coming from a system, then that should get appended to the previous conversation.
 - System should be able to create the email templates for quick reference.
- Chat Functionality from CRM System
 - Chat invitations must be proactively initiated based on built-in rules, such as length of time a citizen has spent on a web page, chat agent availability, and estimated wait time.
 - Chat window to capture basic details like full name, Phone number, email address, city before the start of the chat so the agent will have demographic background of the candidate.
 - Single chat engine should be independent of device and assessable across multiple devices, from PCs to smartphones/any device that can access the web including capability of integration with futuristic devices.
 - Chat engine should be scalable to leverage the existing knowledge base, allowing citizens and agents to search for answers while waiting for an agent without changing the screens. The keyword from the chat should search the knowledgebase and fetch the appropriate content.
 - In case of failure of Internet connection midway during a chat, citizens should be reconnected to the same agent again, exactly where the chat was left off. If the agent is disconnected, the customer is placed back into the queue without losing any session information.
 - Callers should be kept informed of their place in the queue, the average wait time for the queue, and their individual expected wait time.
 - Citizens should be able to send file attachments to the agent during a chat session to provide additional information, resulting in increased first contact resolution. Attachments should be automatically stored with the chat transcript in the customer's incident record in the CRM
 - Chat engine should have inbuilt skill-based routing mechanism so that citizens are guided to the relevant agents at earliest and should provide analytics for each and every activity performed.

- System should have capability of chat conferencing so that agents can handle complex issues that may require support from different skill sets.
- The CRM should be able to design survey questions, create forms and screens natively with a provision for screen customization.

Lead Management

All call must reach a conclusive point. To ensure the same, CRM should have the provision of a well-defined workflow with internal communication mechanism. A ticket not resolved immediately for any external dependency must remain in queue. There should also be provision to escalate the ticket to the appropriate level.

Data Management

Data management is quite critical to the CRM Operation. The followings are expected from the firm

- Should maintain the appropriate security of the data.
- Role based access must be ensured.
- Firm is expected to provide all data on a quarterly basis in an open format.
- In addition to the pre-defined report, custom report is expected. The firm must ensure that the data is exported in a tabular format.

Key Activities:

Activities timelines

S. No.	Activities	Deliverable	Timeline
1	Signing of Contract		T
2	Requirement gathering	RG Document	T+2 Week
3	Customization of necessary module	Customized application on staging environment	T+5 Week
4	UAT by the user	Test report	T+6 Week
5	Making necessary changes	Updated application in the staging environment	T+8 Week
6	Trial run	Observation report	T+10 Week
7	Deployment on the live server	Live System	T+11 Week
8	Support		T+12 Week till contract duration.

Payment Schedule

S. No.	Stage of Payment	Payment to be made*	Timelines in weeks
One-time Cost			
A			
1	UAT Sign off	20% of A	6 weeks
2	Go live	40% of A.	T+11 weeks
3	One Month after Successful deployment	20% of A	T+15
g4	Two Month after Successful deployment	20% of A	T+19
Monthly Subscription Cost			
B	Monthly Subscription Cost	Monthly	1 month after Go live

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Section VII: Conditions of Contract
General Conditions of Contract
A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid.
- (c) “Bank” means the Financing institution **named in PCC**.
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer.
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract.
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider.
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the Government of India.
- (l) “Local Currency” means Indian Rupees.
- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity **specified in the PCC** to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract.

- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them.
- (o) “Personnel” means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services or any part thereof.
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer.
- (q) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer.
- (r) “PCC” means the Particular Conditions of Contract by which the GCC may be amended or supplemented.
- (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer.
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Sub-Service Provider” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Union of India.

Salient features of major labour and other laws that are normally applicable in India are given as Appendix H. to these General Conditions of Contract.

1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the India when

- (a) as a matter of law or official regulations, India prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

1.3 Language This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the PCC**.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Employer may approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the PCC**.

1.7 Inspection 1.7.1 The Service provider shall keep, and shall make all reasonable efforts to cause its Sub-Service Providers and sub-consultants to keep, accurate and systematic accounts and records in respect of the performance of Services in such form and details as will clearly identify relevant time changes and costs.

1.8 Taxes and Duties The Service Provider, Sub-Service Providers, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be **stated in the PCC**.

2.2 Commencement of Services

2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a revised Program (revising the Program given along with the bid) showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the PCC**.

2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the PCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. In particular contract cases where clearance of the Bank or the Association is required for such modifications, the modification shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer the Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract pursuant to GCC clause 9, then the Employer may after giving fourteen days written notice to the Service provider, terminate the contract and expel him from the site.

2.6.2 By the Service Provider The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Not Used Not Used

2.6.4 Payment upon Termination Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed less advances or other recoveries or any taxes to be deducted at source(TDS) as per applicable law, prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Service Providers or third parties.

3.2 Conflict of Interest

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Not Used

Not Used

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Sub-Service Providers nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract;

3.3 Confidentiality

The Service Provider, its Sub-Service Providers, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at its (or the Sub-Service Providers', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the PCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Service Providers"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the PCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the PCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones, or from any of the other contractor's obligations and liabilities under the contract.

3.8.2 Correction for Over-payment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the PCC**.

3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract

4. Service Provider's Personnel

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Sub-Service Providers listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts where legally warranted, to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the PCC**.

5.2 Taxes

The rates quoted by the Service Provider shall be deemed to be inclusive of the Vat, Sales and other taxes that the Service provider will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Sub-Service Providers' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. The Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

The price payable in Indian rupees is **set forth in the PCC**.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendix E.

6.3.2 **If the PCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the PCC. Unless otherwise stated in the PCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the PCC**. Any other payment shall be made after the conditions **listed in the PCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (15) days after the due date **stated in the PCC**, interest shall be paid to the Service Provider for each day of delay at **the rate specified in the PCC**.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc}/L_{oc} + C_c I_{mc}/I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients **specified in the PCC**, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

7.1.1 The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the PCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found specifying a time by which it should be corrected. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the PCC**.

7.1.2 The Service Provider shall permit the Employer’s Technical auditor to check the Service provider’s work and notify the Employer and Service provider of any defects that are found. Such a check shall not affect the Service Provider’s or the Employer’s responsibility as defined in the Contract Agreement

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects (specifying a time limit by which it should be corrected) before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the MD & CEO, NSDC within 14 days of the notification of disagreement of one party to the other.

8.2.2 The MD & CEO shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 Not used

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the PCC**.

The Arbitrator shall give a decision in writing within 120 days of start of the proceedings except otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the CEO & MD and either party is dissatisfied with the decision given.

APPEND IX TO GENERAL CONDITIONS

Fraud and Corruption Guidelines

NSDC Policy – Corrupt and Fraudulent Practices

- a. It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, firms/suppliers/contractors/consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:
- d. Proposal for award may be rejected, if it determines that the firm, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- e. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;
- f. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and "Fraudulent Practice", mean following:

"**corrupt practice**" means offering, giving, receiving, or soliciting anything of value to influence the action of NSDC's official(s) in the procurement process or in the contract execution; and

"**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among firms (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non- competitive levels.

Section VIII. Particular Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	Selection of firm for providing Customer Relationship Management (CRM) System
1.1(h)	The Employer is <i>National Skill Development Corporation (NSDC)</i>
1.1(m)	The Member in Charge is <i>[name of Member/ Leader of the Joint Venture]</i> .
1.1(p)	The Service Provider is <i>[insert name]</i>
1.4	<p>The addresses are:</p> <p>Employer: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>E-mail:</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>E-Mail:</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is <i>[date]</i> .

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2.2.2	The Starting Date for the commencement of Services is <i>[date]</i> .
2.3	The Intended Completion Date is <i>[date]</i> .
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle in accordance with the applicable law in India. (ii) Third Party liability <u>equivalent to one time of the total contract amount.</u> (iii) Employer's liability and workers' compensation in accordance with the applicable law of India. (iv) Professional liability must be of the contract value (in INR) (v) Loss or damage to equipment and property _____ <i>(Must be based on estimates provided by the Consultant)</i>
6.2	The amount in Indian rupees is <i>[insert amount]</i> .
6.4	Payments shall be made As per the table of price schedule in the activity schedule
6.5	Payment shall be made within <i>[30]</i> days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <i>[60]</i> days in the case of the final payment.
8.2.4	<p>The procedure for arbitration will be as follows:</p> <ul style="list-style-type: none"> (a) In case of Dispute or difference arising between the Employer and a domestic Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding

	<p>Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration.</p> <p>(b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the *Indian Council of Arbitration both in cases of Foreign Service Provider as well as Indian Service Provider, shall appoint the Arbitrator. A certified copy of the order of the* Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the *Indian Council of Arbitration.</p> <p>(g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p>
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Appendices

Appendix A—Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B—Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C—Key Personnel and Sub-Service Providers

Not Required

List under: C-1

Appendix D—Breakdown of Contract Price in Foreign Currency(ies)—Not used.

Appendix E—Breakdown of Contract Price in Indian Rupees.

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

1. *Monthly Lumpsum payment*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix F—Services and Facilities Provided by the Employer

Not used

APPENDIX G Salient Features of Labour & Environment Laws

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE (The law as current on the date of bid opening will apply)

Labour Laws	
	<p>(a) <u>Workman Compensation Act 1923</u>: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.</p> <p>(b) <u>Payment of Gratuity Act 1972</u>: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.</p> <p>(c) <u>Employees P.F. and Miscellaneous Provision Act 1952 (since amended)</u>: The act Provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:</p> <ul style="list-style-type: none"> (i) Pension or family pension on retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker. (iii) Payment of P.F. accumulation on retirement/death etc. <p>(d) <u>Maternity Benefit Act 1951</u>: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.</p> <p>(e) <u>Contract Labour (Regulation & Abolition) Act 1970</u>: The Act provides for certain welfare measures to be provided by the Service Provider to contract labour and in case the Service Provider fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Service Provider is required to take license from the designated Officer. The Act is applicable to the establishments or Service Provider of Principal Employer if they employ 20 or more contract labour.</p> <p>(f) <u>Minimum Wage Act 1948</u>: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a schedule employment. Construction of Buildings, Roads, Runways are schedule employments.</p>

	<p>(g) <u>Payment of Wages Act 1936</u>: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.</p> <p>(h) <u>Equal Remuneration Act 1979</u>: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.</p> <p>(i) <u>Payment of Bonus Act 1965</u>: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.</p> <p>(j) <u>Industrial Disputes act 1947</u>: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.</p> <p>(k) <u>Industrial Employment (Standing Order) Act 1946</u>: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.</p> <p>(l) <u>Trade Unions Act 1926</u>: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.</p> <p>(m) <u>Child Labour (Prohibition & Regulation) Act 1986</u>: The Act prohibits employment of NSDC children below 14</p>
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	<p>years of age in certain occupations and processes and provides for regulation of employment of NSDC children in all other occupations and processes. Employment of NSDC child Labour is prohibited in Building and Construction Industry.</p> <p>(n) <u>Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979</u>: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and bank etc.</p> <p>(o) <u>The Building and Other Construction works (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996</u>: All the establishments who carry on any building or other construction work and employs 10 or more workers and covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First –Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.</p> <p>(p) <u>Factories Act 1948</u>: the Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process</p> <p>(q) <u>Weekly Holidays Act -1942</u></p>
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SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT

<p>Laws on protection of Environment</p>	<ol style="list-style-type: none"> 1. The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. ‘Pollution’ means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water(whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. 2. The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. ‘Air Pollution’ means the presence in the atmosphere of any ‘air pollutant’, which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. 3. The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. ‘Environment’ includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property. 4. The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
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Section IX. Performance Specifications

Not Used

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Section X. Security Forms

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in this Section X. Firms shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. Only the successful Firm shall be required to provide these two securities.

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Forms of Securities

Acceptable forms of securities are annexed. Firms should not complete the Performance and Advance Payment Security forms at the time. Only the successful Firm will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Annex A : Bid Security (Bank Guarantee)

Annex B : Performance Bank Guarantee

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Form of Bid Security (Bank Guarantee)-Annexure A

[Guarantor letterhead]

Beneficiary:

[Insert name and address of the Employer]

Invitation for Bids No: *[Insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Firm, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. **IFB/QA/2017/0029** ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters]* (*insert amount in numbers*)⁶ upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, in accordance with the Instructions to Firms ("ITB") of the Beneficiary's bidding document.
- (c) does not accept the correction of the Bid Price pursuant to Clause 28.

⁶ The Firm should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 17.1 of the Instructions to Firms.

This guarantee will expire: (a) if the Applicant is the successful Firm, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Firm, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document; or (c) three years after the date of issue of this guarantee.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

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Performance Bank Guarantee ANNEXURE B

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Service Provider") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_ [insert name of contract and brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Service Provider, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*_____*) *[insert amount in words]*⁷, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Service Provider is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...,⁸ and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

⁷ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

⁸ Insert the date twenty-eight days after the expected date of issue of the Certificate of Completion