

**National Instructional Media Institute  
Government of India  
Ministry of Skill Development & Entrepreneurship  
Directorate General of Training**

**Request for Proposal  
For  
Development, Supply, Commissioning  
And  
Technical support of Web based  
Software Solutions for  
creating Question Banks and setting  
Of  
Question Papers for exam under the  
Aegis of NCVT**

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DGT	Directorate General of Training
MSDE	Ministry of Skill Development & Entrepreneurship
Gol	Government of India
ATS	Apprenticeship Training Scheme
T.T. Cell	Trade Testing Cell
SP	Service Provider
PBG	Performance Bank Guarantee
CBT	Computer Based Test
SLA	Service Level Agreement
RFP	Request for Proposal
SPOC	Single Point of contact
TOR	Terms of Reference
PAO	Pay and Account Officer
CEC	Consultancy Evaluation Committee
CAC	Central Apprenticeship Council
NCVT	National Council for Vocational Training
NIMI	National Instructional Media Institute

## 2. Letter of Invitation

Letter No: NIMI/MS/B-30016/ADMIN/2016  
National Instructional Media Institute  
Government of India  
Directorate General of Training  
Ministry of Skill Development & Entrepreneurship

**Dated: 21<sup>st</sup> October 2016**

Dear Sir/Madam,

National Instructional Media Institute , Ministry of Skill Development & Entrepreneurship, Government of India invites techno commercial proposals for **“Development, Supply, Commissioning and Technical support of Web based Software solutions for creating Question banks and setting of question papers for exam under the aegis of NCVT”**.

The tender document containing details of eligibility criteria, submission requirement, detailed objectives, scope of work, and method of evaluation etc. is obtained from the undersigned with the cost of bid documents of Rs. 1000/- in the form of bank draft in favour of National Instructional Media Institute, Chennai .

You may submit your techno commercial proposals online and also in sealed envelopes in the prescribed format to the undersigned at or **before 3:00 PM on 8<sup>th</sup> Dec 2016**.

Yours sincerely,

Madhu P Nair  
Executive Director  
National Instructional Media Institute  
Directorate General of Training  
M/o Skill Development & Entrepreneurship  
CTI Campus, Guindy Industrial Estate,  
Guindy, Chennai – 600032  
e-mail – chennai-nimi@nic.in

### 3. BID DATA SHEET

The schedule for the bidding process is highlighted in the table below:

S.No.	Information	Requirement
1.	Scope of Work	Development, supply, commissioning and technical support of web base software solution for creating and managing question bank with facility to upload questions in MS-Word/MS-Excel format, and setting of question paper for exam under the aegis of NCVT
2.	About the Assignment	To provide “ <b>Software solution</b> ” for creating questions bank and setting of question papers from question Bank.
3.	Name of the Tender Inviting Authority	The Executive Director National Instructional Media Institute Directorate General of Training M/o Skill Development & Entrepreneurship
4.	Cost of Bid Document	Rs.1000/- (Rupees One Thousand Only)
5.	Date for Release of Request for Proposal (RFP)	21 Oct 2016
6.	Last date for Submission of written queries for clarifications by E-mail to <a href="mailto:chennai-nimi@nic.in">chennai-nimi@nic.in</a>	07 Nov 2016
6a	Pre-bid meeting	08 Nov 2016 at 11:00 AM
7.	Responses to the queries received/issue of Corrigendum if any	15 Nov 2016
8.	Last date for Submission of bids	08 Dec 2016 3:00 PM

9.	Opening of bids Proposals	08 Dec 2016 4:00 PM
10.	Opening of Financial Proposals	15 Dec 2016
11.	Performance Bank Guarantee (PBG)	5 to 10% of the value of contract
12.	Proposal validity period	6 month from the opening of Bids
13.	Place, date and time of opening of technical proposal	The Executive Director National Instructional Media Institute Directorate General of Training M/o Skill Development & Entrepreneurship CTI Campus, Guindy Industrial Estate, Guindy, Chennai - 600032
14.	Contact person for queries	The Executive Director National Instructional Media Institute Directorate General of Training M/o Skill Development & Entrepreneurship CTI Campus, Guindy Industrial Estate, Guindy, Chennai - 600032
15.	Addressee and address at which bid is to be submitted	The Executive Director National Instructional Media Institute Directorate General of Training M/o Skill Development & Entrepreneurship CTI Campus, Guindy Industrial Estate, Guindy, Chennai - 600032
16.	Commencement of the assignment	As per the letter of Award/letter of intent
17.	Website	www.nimi.gov.in and tenders.gov.in

The Document is non-Transferable.

In case a Holiday is declared on the day of the event, the same will be held on the next working days at the same time and same venue.

#### 4. Background

The Directorate General of Training (DGT) in Ministry of Skill Development & Entrepreneurship is the apex organization for development and coordination at National level for the programs relating to vocational training under NCVT. DGT under the Ministry has the following set of activities:

- To frame overall policies, norms, and standards for vocational training in consultation with the National Council for Vocational Training (NCVT);
- To diversify, update and expand training facilities in terms of Craftsmen and Crafts instructor's training, Apprenticeship Training & Flexi-MOU scheme.
- To organize and conduct specialized training and research at the specially established training Institutes;
- To implement, regulate and widen the scope of training of trade apprentices under the Apprentices Act, 1961;
- To organize vocational training programs for women;
- Implementation and administration of the programs in central institutes;
- Concurrent jurisdiction with the States to assist, co-ordinate and regulate programs in private sector industries; and
- Conduct final trade tests on behalf of National Council for Vocational Training (NCVT), Regional and National level competitions under various schemes.

To meet the above mentioned activity of conducting final Trade Test on behalf of NCVT, a dedicated section called Trade Testing Cell (TT Cell) in DGT under Ministry of Skill Development & Entrepreneurship was formulated.

The complete work of Trade Testing Cell is confidential in nature and is time bound. TT Cell is responsible for creating and maintaining a substantial repository of questions and examination papers to be used in various All India level tests.

The number of examination papers to be prepared exceeds 5000 for a cycle, the current manual process in creating, reviewing, finalizing and managing of these questions and examination papers is time consuming and resource intensive, hence needs to be changed.

About 25 to 27 lakh students appear in these examinations at various Trade Testing Centers throughout the country, hence the management of questions and examination paper is of very high importance.

## **5. About NIMI**

National Instructional Media Institute (NIMI) was set up in the name of Central Instructional Media Institute (CIMI) in Chennai in December 1986 by the Government of India as a Subordinate Office under Ministry of Labour and Employment, Directorate General of Employment and Training (DGE&T) with the assistance from Government of Germany through GTZ (German Agency for Technical Co-operation) as the executing agency.

After the approval of the Cabinet for the Grant of Autonomous status to CIMI, the Institute was registered as a society on 1st April 1999 under the Tamil Nadu Societies Registration

Act 1975. Since then, it is functioning as an Autonomous Institute under the Govt. of India, Ministry of Skill Development & Entrepreneurship (MSDE), Directorate General of Training (DGT), New Delhi.

As per the recommendation of the Governing Council in its 5th Meeting held on 29.06.2003 under the Chairmanship of the Hon'ble Union Labour Minister, the institute was renamed as **National Instructional Media Institute (NIMI)** to reflect its National Character.

### **Major Programmes & Schemes of NIMI**

The major programmes & schemes of the Institute are listed below:

- ❖ Development of **Instructional Media Packages (IMPs)** for courses under **Craftsmen Training Scheme (CTS)**, and Skill Development Initiative Scheme for **Modular Employable Skills. (MES)**
- ❖ Translation of IMPs into **Hindi** and other **Regional Languages** for all the above three schemes
- ❖ Development of **Other Supporting Materials.**
- ❖ **Printing, Publishing** and **Marketing** the products developed by NIMI.
- ❖ Development of **Question Banks** for assessing the trainees under Craftsmen Training Scheme, and Skill. Development Initiative Scheme for Modular Employable Skills.
- ❖ Development of **Terminal Competencies & Video Instructional Programme** for the courses under Modular Employable Skills
- ❖ **Training** in the use of products developed by NIMI
- ❖ **Digitizing** of instructional materials prepared by NIMI
- ❖ Development of **e- learning** content

## **6. Scope of Work**

Development, supply, commissioning and technical support of web base software solution for creating question bank for number of trade /subject under CTS, ATS and CITS etc. with facility for online registration of paper setters / moderators/ editors and approvers along with e-mail notification on different stages of activity. There should be a facility for uploading of Multiple Choice Questions (MCQ) and other form of questions by the registered paper setter in MS EXCEL& MS-Word format and organize as per subject, topic, difficulty level, marks etc. and rule base random selection of questions from the question bank and generation of different set of



question paper for online exam. The system should be able to generate question paper in PDF form also for offline examination as per requirement.

Detailed requirement of Software development is given below.

Requirement	Details
A	<p>The software should support the following question types in English ,Hindi and other Regional languages viz, Tamil, Malayalam, Kannada, Telugu, Gujarathi, Marathi, Bengali &amp; Oriya.</p> <ul style="list-style-type: none"> <li>- Multiple Choice Questions (MCQ)</li> <li>- Extended Matching Questions (EMQ)</li> <li>- Calculation Questions (CQ)</li> <li>- Short Answer Questions (SAQ)</li> <li>- Essay Questions (EQ)</li> </ul>
B	<p>The software should provide a text editor for preparing questions in a flexible style, including:</p> <ul style="list-style-type: none"> <li>- text formatting including sub- and superscript, scientific and mathematical equation and symbols, Greek characters etc.</li> <li>- creation of tables</li> <li>- Insertion of multiple images(JPEG, EPS, BMP etc) from a Media Library.</li> </ul>
C	<p>The Software should have the facility for creating Test Profile of each trade where modules and the related topics can be entered along with their weightage (percentage)</p>
D	<p>For each question provision of the following parameters should be made available</p> <ul style="list-style-type: none"> <li>- Name of the Scheme</li> <li>- Name of the Subject</li> <li>- Module name</li> <li>- Topic name</li> <li>- Keywords</li> <li>- Title of Test item</li> <li>- Test Item type</li> <li>- Level of Complexity (Level I, II &amp; III)</li> <li>- Index</li> <li>- Time in minutes</li> <li>- Illustration</li> <li>- Variant group</li> <li>- Variant number</li> <li>- Remarks</li> </ul>

Requirement	Details
E	All the existing questions (available in manuscript and MS-Word format) to be imported to the software library with all the parameters stated above. Necessary data entry for the manuscript questions along with parameters stated above to be done before importing to the library. Once all the questions are imported with the specified parameters software should have the facility to identify the repeated questions.
F	The question editor software should provide: <ul style="list-style-type: none"> <li>- a pre-defined template for each type of question.</li> <li>- function as a browser based text editor for remote users.</li> <li>- a Media Library function and media insertion function for paper setter</li> <li>- facility for question search, sorting, selection and display, using various queries</li> <li>- facility for editing question in English, Hindi, Tamil, Malayalam, Kannada, Telugu, Gujarathi, Marathi, Bengali &amp; Oriya languages. Provisions to add and edit in more languages also to be kept</li> </ul>
G	The software should generate separate answer key for all questions of the exam paper.
H	The software should provide facility for questions to be arranged in the desired order on different levels and type of question in an exam paper while maintaining the question id as a unique identifier of each question i.e. the question id is separate from the number assigned to the question in an exam paper.
I	The software should notifies the question finaliser if they select a question for an exam paper that is so similar to another question already selected that it should not be used in the same exam paper.
J	While generating exam paper the software should have a blocking facility where the restriction of repetitive questions to be made
K	The software should provide information to exam paper finaliser for each question in the exam paper with its related metadata.
L	For each exam paper . the software should give a report meeting the parameters like coverage of modules and topics, levels, types of questions etc which will ensure the quality of paper generated
M	The software should generate the exam paper in Bilingual mode with English as the 1 <sup>st</sup> language and Hindi/ Tamil/Malayalam/Kannada/Telugu, /Gujarathi/ Marathi/ Bengali/ Oriya as the 2 <sup>nd</sup> language. It should also have the facility to generate the regional language paper in monolingual only
N	The software should provide facility for paper based exams to be delivered by generating electronic files of exam papers in a format ready for printing, the hardcopy exam papers.
O	The software should provide answer key for online as well as offline exam

Requirement	Details
P	The software should scale to meet the future technology and requirement

## 7. Eligibility and Pre-Qualification Criteria

The minimum pre-qualification criteria for the bidders to be eligible for this RFP process are specified below. Responses not meeting the minimum pre-qualification criteria will be rejected as soon as such Proposals are received, and will not be considered for Technical evaluation.

S.No.	Pre-qualification Criteria	Supporting Compliance
1.	The firm should be a registered firm / company in business of software development of database management for at least 3 years	Certificate of incorporation/Firm Registration Certificate.
2.	The firm should be ISO - 9001 Certified	Copy of Certificate / self- certificate for ownership of software.
3.	The firm should have an average annual turnover of at least Rs One Crore in the last three financial years in India.	Balance Sheet should be enclosed
4.	The firm should never be blacklisted by any Central Government/State Government/PSU/Government Bodies/Autonomous Bodies/Private Sector	Self-declaration signed by the Authorized Signatory
5.	The bidder should have valid Sales Tax /VAT/Service Tax Registration Certificate.	copy of certificates
6.	The firm should have at least ten employees, out of which at least five must be regular employee.	Audit statement of previous financial year.

## **8 Invoicing/Payment**

8.1 Payment of 95% of the price shall be made after commissioning and training of software by consignee.

8.2 For claiming this payment the following documents are to be submitted to the paying authority.

8.3 Invoice clearly indicating break up details of composite price i.e. Basic, E.D., Sales Tax, any other Duties and Taxes, freight/ packing charges, Service Tax etc.

8.4 Installation and commissioning report issued consignee

8.5 Proof of payment of octroi/entry tax etc., if any

8.6 “If the supplier fails to furnish necessary supporting documents i.e. excise/Customs invoices etc. in respect of the Duties/Taxes, the amount pertaining to such Duties/ taxes will be deducted from the payment due to the firm”.

8.7 The balance 5% payment shall be released after 6 months from the date of commissioning of the software.

8.8 Form “C” & also a certificate stating that the tendered item (stores) are meant for the use of Director General of Training under Ministry of Skill Development and Entrepreneurship, Government of India shall be provided by the purchaser on the request of the bidder at the end of each quarter. No Payment will be made for goods rejected at the site on testing.

8.9 The payments due to the contractor / supplier will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / supplier. Contractor / Supplier should submit the mandate form as in Annexure– I duly filled and signed with a Cancelled / Photo Copy of the Cheque leafalong with the performance security Bond / Agreement on receipt of the Advance Purchase order.

8.10 The bidder has to give the mandate for receiving the payment electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/supplier. The bidder company are required to give the following information for this purpose :- i. Beneficiary Bank Name : ii. IFSC Code of Beneficiary Branch: iii. Beneficiary Account No.: iv. Branch Serial No.(MICRNo.) :

## **9. Warranty**

The warranty period shall be 24 months from the date of successful commissioning and running of the software. The supplier shall, in addition, comply with the performance guarantees specified under the contract. If for reasons attributable to the supplier, these guarantees are not attained in whole or in part, the supplier shall at its discretion make such changes, modifications and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests.

## **10. Delivery Schedule:-**

10.1 Supply, Installation & Commissioning, 4 Weeks from the date of issue of Purchase Orders.

10.2 Number of bidder to be awarded : One L-1 Bidder At the time of evaluation of the bids for the purpose of awarding contract, L-1 rate

## **11. BID PRICES:-**

11.1 The bidder shall indicate the unit price and total bid price of the software it proposes to supply under the order and impose it with the priced bid.

11.2 Prices indicated in the Price Schedule shall be entered in the following manner:

(A) The Basic Unit price (Ex-Factory Price) of the goods, Excise duty, Custom duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/ Charges already paid or payable by the supplier shall be quoted separately item wise.

(B) The supplier shall quote Indian duties sales and other taxes which will be payable on the goods if this contract is awarded. The price for inland transportation, insurance and other local cost, incidental to delivery of the goods to our final destination.

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

11.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.

11.5 DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".

11.6 Any information related to the prices of the material.

## **12. Amendment of Bidding Documents**

12.1 At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, may modify, change, incorporate or delete certain conditions in the bidding document. In such

circumstances all prospective bidders who have received the bidding documents shall be notified of the amendment in writing and the same shall be binding on them.

12.2 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

### 13. FINANCIAL BID EVALUATION METHOD

13.1 Financial Bids shall only be opened on-line for the bidders who meets the prequalification and eligibility criteria. Such qualified bidder shall be intimated of the opening and evaluation of financial bids. After opening the financial bids, the only criteria for evaluation will be L1 basis and NIMI/DGT shall select L1 bids as defined in the financial bid format. The Consultancy Evaluation Committee will open on-line Financial at the time and date informed to the Bidders. The Bidder's names, the gist of Bid Prices, the total amount of each bid, and such other details as the Consultancy Evaluation Committee may consider appropriate, will be announced and recorded by the Consultancy Evaluation Committee at the opening.

#### 13.2 Financial Bid Format-Fill On-line:-

SI no	Description of items	quantity	Rate in INR
1	Development, supply, commissioning and technical support of web base software solution for creating question	one	

	bank and setting of question paper for exam under the aegis of NCVT		
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#### **14. Correction of Errors and Omissions**

Financial Bids determined to be substantially responsive will be checked by the Consultancy Evaluation Committee for any errors and omissions. If there is a discrepancy between the quoted rate in figures and the quoted rate in words, the rate in words will take precedence. In case of omission, NIMI/DGT reserves the right to reject the bid or to load the value of the same component equivalent to the highest offer rate from the opened financial bids.

#### **15. Award of Contract**

NIMI will notify the successful bidder in writing by speed post or by fax in writing regarding acceptance of their tender that their bid has been accepted. The letter of award will constitute the formation of the contract.

The successful bidder has to submit Performance Bank Guarantee as per the prescribed format, issued by a Nationalized Bank situated in India within 7 days from the letter of award and also to finalize the terms of contract agreement as per the prescribed format of NIMI attached with this document.

#### **16. Contacting the Consultancy Evaluation Committee**

Any effort by the Bidder to influence NIMI/DGT officials and Consultancy Evaluation Committee in the evaluation of technical and Financial Bids, bid comparison or the NIMI/DGT's decisions on acceptance or rejection of bids may result in rejection of the bid.



## 17. General Terms and conditions

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clauses in the RFP or Contract Agreement, the interpretation of NIMI shall be final and binding.

Note: Bidders must read these conditions carefully and comply strictly while sending / submitting their Bids otherwise bids will be rejected.

17.1 Instruction to Bidders

17.2 Bid forms shall be filled in ink or typed. Bids filled in pencil shall not be considered.

17.3 Proposal will be submitted in sealed cover addressed to

The Executive Director  
National Instructional Media Institute  
Directorate General of Training  
M/o Skill Development & Entrepreneurship  
CTI Campus, Guindy Industrial Estate  
Guindy, Chennai - 600032

by **Courier/ Speed Post** written clearly on envelope **“RFP for Development, supply, commissioning and technical support of web base software solution for creating question bank and setting of question paper for exam under the aegis of NCVT”**.

The prospective bidders may also arrange to hand deliver the sealed envelope at above mentioned address before the Date and Time for Submission of Bids.

17.4 NIMI shall not be responsible for the delay or non-submission of the bid in time.

**Proposals received late, after the due Date and Time for Submission of Bids will not be considered.**

17.5 Proposals will be received on or before **3.00 PM**, during office hours (except holidays) and will be opened on **8<sup>th</sup> December 2016 at 4:00 PM** in the presence of the bidders or their authorized representatives who may like to remain present.

17.6 All currency is to be quoted in Indian Rupee only. Taxes and levies as applicable at the time of submission of bids to be mentioned separately.

17.7 Conditions of GFR of the Government would also be applicable to the extent the relevant provisions of NIMI/DGT rules/covenant of this agreement are silent.

17.8 A non-refundable Bank draft of **Rs. 1000/ (Rupees One Thousand only)** drawn in **favour of Executive Director, NIMI, Chennai** towards cost of RFP

- 17.9 Conditional bids are not acceptable and will be liable for outright rejection.
- 17.10 Each bidder will only submit a single bid. No alternate bids will be allowed.
- 17.11 The tender is not transferable.
- 17.12 No subcontracting will be allowed.
- 17.13 If some of the document / annexure (s) is / are missing, NIMI/DGT has the right to reject the Bid as an INVALID Bid.
17. 14 Financial Bid must be send online duly filled as per the quote in the appropriate schedule cost.
- 17.15 The tender cost and tender documents are separately sealed in two envelopes will be placed in a larger envelope, which may be called the container envelop, and it will also be sealed, marked as **“RFP for Development, supply, commissioning and technical support of web base software solution for creating question bank and setting of question paper for exam under the aegis of NCVT”**. and addressed to "The Executive Director, National Instructional Media Institute, Directorate General of Training, M/o Skill Development & Entrepreneurship, CTI Campus, Guindy, Chennai - 600032". The name and address of the bidder should be clearly mentioned in the bottom left corner of the container envelope.
- 17.16 The big one envelope (container envelop) will be opened on the date & at the time and place mentioned in the TOR.
- 17.17 Willing Bidders may also be present at the time of opening this container envelop as well as at the time of opening of technical bids.
- 17.18 After opening the bid or the container envelop, the envelop of tender bid will be taken out and the members of Consultancy Evaluation committee will sign these sealed envelopes. If the required documents are found as per the tender document then only the financial bid will be opened at the date of the opening.
- 17.19 Thereafter, envelops of tender bids will be opened at the same time and place, and all the documents/schedules/annexure will be taken out and signed by the members of the Consultancy Evaluation committee.
- 17.20 The financial bids of only those Bidders will be opened online who are found technically eligible as per evaluation of bids.

17.21 Right to accept/reject any bid or all bids: The DGT/NIMI reserves the right to accept any bid, and to annul the bid process and reject any and all bids at any time prior to award of contract, without assigning reasons and without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for the NIMI/DGT's action. In such eventuality EMD will be refunded and no interest shall be payable.

17.22 Letter of contract award: Prior of the expiration of the period of the bid validity, the NIMI will notify the successful Bidder in writing that its bid has been accepted. The letter of contract award will constitute the formation of contract. Upon the successful Bidder's furnishing of performance security, the NIMI will notify each unsuccessful Bidder.

17.23 Period of Validity: Bids shall remain valid for 180 (one hundred and eighty) days after last date of bid submission prescribed by NIMI which may be extended with mutual consent. A bid valid for a shorter period may be rejected by the NIMI as non-responsive.

17.24 NIMI may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case all rights and obligation of the NIMI and Bidder will thereafter be subject to the deadline as extended. This will be common to all bidders.

17.25 The Bidder shall bear all costs associated with the preparation and submission of its bid and NIMI/DGT shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

17.26 The financial bid shall be inclusive of all prices for the scope of work and excluding applicable taxes as per norms.

17.27 No alterations or additions anywhere in the Bidder Document are permitted. Corrections if any should be made clearly and initiated by the authorized signatory of the bidder along with dates. If any of these are found, the Bid may be summarily rejected.

17.28 Bidder shall properly serially number the documents attached with the Bid as support/documentary evidences and a reference of such page number shall be provided in the Bid. The bids should be spiral bound to prevent any pages being missed.

17.29 All pages and pasted slips should be signed by the Bidder. Corrections, if any, must be signed. No page shall be added or removed from the set of Bid Document.

17.30 The Bidder shall submit the Bid which satisfies each and every condition laid down in this RFP, failing which the Bid will be liable to be rejected. Conditional Bid will be rejected.

17.31 The Bidder is expected to work out their own rates based on the detailed description of items, the specifications, drawings, software needed and conditions and finally arrive at the cost of the Software solution. The Bidder shall be deemed to have satisfied itself before bidding as to correctness and sufficiency of its Bid.

17.32 Where necessary, before submitting its online Financial bid, the Bidder should inspect and examine the site and its surroundings and shall satisfy itself about form and nature of the NIMI/DGT, the quantities and nature of the Software solution. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

## **18. Relationship between the parties**

Nothing mentioned herein shall be constructed as relationship of master and servant or of the Principal and agent as between NIMI and Bidder. The Bidder subject to this contract for selection has complete change of its personnel in performing the services under the project from time to time. The Bidder shall be fully responsible for the services performed by it or any of its personnel on behalf of the Bidder hereunder.

## **19. Bidder Personnel**

The Bidder shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the project. It is desirable from the Bidder to deploy the domain / subject specialists, from time to time, who have adequate experience in the domain related with the project.

Ordinarily, the Bidder would not replace its personnel deployed for the assignments. However, replacement will only be allowed with prior permission of NIMI/DGT, MSDE.

## **20. Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India.

## 21. Indemnity

The bidder shall indemnify tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter-alia during and after the contract period out of :-

- A) Any negligence or wrongful act or omission by the bidder or any subcontract or third party in connection with or incidental to this contract or
- B) Any breach of any of the terms of this contract by all Vendors or any sub-contract or third party.

## 22. Performance Bank Guarantee

Within 7 days of receipt of award / letter of intent for the award of contract, the Service Provider shall furnish a Performance Bank Guarantee (PBG), as per the prescribed format, from a Nationalized Bank amounting to Rs. Fifty Thousand for the entire contract period as its commitment to perform services under the contract. This bank guarantee will remain valid for a period of one year beyond the contract period. On extension of the contract the successful Vendor shall have to extend the validity of this bank guarantee for the period for which extension has been awarded.

Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG.

The PBG shall be released immediately after expiry of the contract provided there is no breach of contract on the part of the Service Provider.

No interests will be paid on the PBG.

## 23. Liquidating damages

This RFP is for selection of the Service Provider for execution of the assignments. If during execution of the contract, the following problems are found, then a penalty of 0.5% of the Contract value per day of delay arising out of the problems for each assignment arising out of the RFP, may be imposed by NIMI/DGT, which will be the part of the RFP: (link this to scope of work):

- o Quality of deliverable is not up to mark, (till the quality is improved to the required extend)
- o Delays in deliverables
- o Not assigning adequate resources in time

- Not deploying resources on a dedicated basis, when required
- Assigning resources that do not meet the NIMI/DGT requirements
- Inadequate interaction with NIMI/DGT
- The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable.
- If the delay is beyond 2 weeks on any of the milestones then NIMI/DGT may rescind the Contract and shall be free to get it done from some other sources at risk and costs of the Service Provider. The Service Provider may be debarred for applying in future assignments.

## 24. Termination of Contract

The Service Provider's association with the NIMI will terminate in following ways:

- The terms of Contract expires.
- Termination of Contract by NIMI due to non-performance during the execution of Project
  - Performance is below expected level
  - Non adherence to the timelines of the project
  - Quality of work is not satisfactory
  - Any other unforeseen reason

## 25. Termination for Insolvency, Dissolution

NIMI may at any time terminate the Contract by giving 2 weeks' written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to NIMI.

## 26. Force Majeure

26.1 The Service Provider shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

26.2 For purposes of this clause, “Force Majeure” means as event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the NIMI/DGT in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.

26.3 If a force majeure situation arises, the Service Provider shall promptly notify the NIMI in writing of such condition and the cause thereof. Unless otherwise directed by NIMI in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **27. Taxes and Duties**

27.1 All taxes, duties and levies etc. as applicable should be indicated.

27.2 Any taxes (including service tax) and other duties that are levied after the bid submission date will be paid to the Service Provider by NIMI.

## **28. Resolution of Disputes**

If any dispute arises between parties, then these would be resolved in following ways:

## **29. Amicable Settlement**

Performance of the Contract is governed by the term and conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of permanents etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of the dispute will consider the Notice and respond to it in writing 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of the party, then the following clause of resolution of disputes shall become applicable.

## **30. Performance Review**

In the event of any dispute, controversy, or claim between the parties hereto arising from or relating to the subject of the Agreement (a “Dispute”), upon the written request of either

party each of the parties shall appoint a designated officer to meet and negotiate in good faith to resolve such Dispute. Formal proceedings for the arbitration of such Dispute in accordance with below mentioned clause hereof may not be commenced until the earlier of (a) the expiration of 14 days after the initial request for such negotiations, or (b) either of the designated officers concluding in good faith and notifying the other designated officer that amicable resolution through continued negotiation of the mater in issues does not appear likely.

Arbitration:

- If any dispute or difference shall arise out of or relating to or in connection with any act, deed or thing done under or pursuant to this Agreement between the parties, they shall make every effort to resolve the same amicable by direct or informal negotiations. If, within thirty (30) days from the date of commencement of such direct or informal negotiations. NIMI and the consultant are unable to resolve amicably such difference or dispute, notice of the existence of such dispute or difference may be served by either party to the other resolution by arbitration under and in accordance with this Clause, failing which such dispute or difference shall be deemed to have been forfeited and given up and amicably resolved by the Parties without either party being liable to the other in any manner under law and equity or otherwise.
- If, at any time, any questions, dispute or dispute or difference whatsoever shall arise between the parties out of or relating to or in connection with this Agreement or any act, deed or thing done under or pursuant to this agreement or matters arising there from, either of the parties may give to the other notice in writing of the existence of such a questions, dispute or difference and the same shall be referred to a board of three arbitrators of whom one to be nominated by NIMI/DGT, MSDE and the other to be nominated by the Service Provider and the third arbitrator, who shall be the presiding arbitrator to be jointly selected by the two arbitrators appointed as aforesaid by the Parties. Such a notice of the existence of any question, dispute or difference shall be served by either party within 30 (thirty) days of commencement of such dispute falling which all rights and claims shall be deemed to have been forfeited and given up absolutely and unconditionally.
- Award made in any such arbitration shall be final and binding on the Parties. The venue of the arbitration shall be at NIMI, Chennai. The provisions of the Indian



Arbitration and Conciliation Act, 1996 and the rules, if any framed there under and any statutory medication thereof shall apply to such arbitration.

- o Upon every or any such reference, the cost of or incidental to the reference and award(s) shall be borne as determined by the Award which shall directly be whom and in what manners the same shall be borne and be paid.
  - o During the pendency arbitration the Parties shall continue to perform their respective obligation under the Agreement.
- a. Legal Jurisdiction
- b. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Delhi only.

### 31. Formats

S. No.	Form	Description
1.	FORM 1	Cover Letter
2.	FORM 2	Bidders Authorization Certificate
3.	FORM 3	Self-Declaration (Notarized Affidavit)
4.	FORM 4	Bidders Particulars
5.	FORM 5	Format of furnishing relevant experience
6.	FORM 6	Format of Curriculum Vitae (CV) for proposed professional staff
7.	FORM 7	Format of Financial Proposal
8.	FORM 8	Format of Performance Bank Guarantee

### 32. Format for Bid:-

The bid should contain the covering letter and all associated formats, citations, presentations and seriatim.

Annexure: Proposal Submission Forms

Note: All pages of the annexure /s and formats should carry the company seal on each page duly signed by authorized signatory.

### 33. FORM 1: Cover Letter

On letter head of the company

<Location, Date>

The Executive Director  
National Instructional Media Institute  
Directorate General of Training  
M/o Skill Development & Entrepreneurship  
CTI Campus, Guindy Industrial Estate,  
Guindy, Chennai – 600032

Subject: Engagement of an agency **for Development, supply, commissioning and technical support of web base software solution for creating question bank and setting of question paper for exam under the aegis of NCVT**".

Dear Sir,

Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer our **proposal for Development, supply, commissioning and technical support of web base software solution for creating question bank and setting of question paper for exam under the aegis of NCVT**".

We have read all the provision of RFP and confirm that these are acceptable to us.

We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

We agree to abide by this proposal, consisting of this letter, tender and commercial proposals, the duly notarized written power of attorney, and all attachments, for a period of six months from the date of opening of technical proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us any may be accepted by you at any time before the expiration of that period.

Until the formal final contract is prepared and executed between us, this proposal, together with your written acceptance of the proposal and your notification of award, shall constitute a binding contract between us.

We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope and online financial proposal. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

Demand draft no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ for Rs. 10,000/- is enclosed towards EMD

Demand draft no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ for Rs. 1000/- is enclosed towards RFP

We remain,

Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

<Company Seal to be affixed>

### **34. FORM 2: Bidders Authorization Certificate**

<Location, Date>

The Executive Director  
National Instructional Media Institute  
Directorate General of Training  
M/o Skill Development & Entrepreneurship  
CTI Campus, Guindy Industrial Estate  
Guindy, Chennai – 600032

Dear Sir,

<Bidder's Name> -----< Designation > -----

Is hereby authorised to sign relevant documents on behalf of the Company in dealing with Tender of reference >Tender No. and Date > -----. He is also authorized to attend meeting and submit Technical and Commercial information as may be required by you in the course of processing above said tender.

Thanking you,

The specimen signature of the authorized person is as:-



Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:<Company Seal to be affixed>

This tender document is not transferable

**35. FORM 3: Self Declaration (Notarized Affidavit)**

<Location, Date>

The Executive Director  
National Instructional Media Institute  
Directorate General of Training  
M/o Skill Development & Entrepreneurship  
CTI Campus, Guindy Industrial Estate  
Guindy, Chennai – 600032

In response to the tender No ..... Dated ..... as an owner / partner / Director of ..... I / We hereby declare that our Agency ..... is having unblemished past record and was declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.

We M / s \_\_\_\_\_ (Name of the Company) are not blacklisted in any Department of Government.

We further undertake that our partner M/s \_\_\_\_\_ (Name of Vendor) having office are also not blacklisted in any Department of Government

We hereby declare that there are no pending cases against M/s \_\_\_\_\_ & Address of Bidder with Government or any other court of law

We hereby declare that Bidder's company of Director / Owner of the company have not been declared by any Court of Competent Authorities in solvent or involved in any fraudulent mean (Economical & Criminal) as on submission date of this proposal.

Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

<Company Seal to be affixed>

### 36. FORM 4: Bidders Particulars

Detail Required	Provide the relevant information with proper documentary evidence
Name of Service Provider	
Name of Contact Person	
Registered office Address	
Constitution of Service Provider	
Type of bidder's organization (Government / Semi-Government / Private)	
Year of Establishment	
Telephone Number (s)	
Fax Number	
Mobile Number	
Area of Specialization	

Details of PAN (certified copy to be enclosed)			
Details of TAN (certified copy to be enclosed)			
Registration Number under Indian Company Act, 1956			
Total Annual Turnover : Please attach auditors certificate to support the financials			
Year	Amount (Rs. In Crore)	Audited (Y/N)	Annexure Number
2015-16			
Net Worth : Please attach auditors certificate to support the financials			
Year	Amount (Rs. In Crore)	Audited (Y / N)	Annexure Number
2015-16			
Net Profit : Please attach auditors certificate to support the financials			
Year	Amount (Rs. In Crore)	Audited (Y / N)	Annexure Number
2015-16			
Address of Control Center			
Signature of Authorized Signatory			
Name of Authorized Signatory of this Bid.			
Company Seal			

### 37. FORM 5: Format of Furnishing relevant experience

**Relevant services carried out in the last three years, that best illustrate qualifications (Using the format below, provide information on each reference / assignment for which your company or as one of the major companies within an association, was legally contracted.) Use the following format for each reference that you want to submit.**

Assignment Name	
Client Name	
Name Key Client Contact	
Designation of Key Client Contact	
E Mail Address of Key Client Contact	

Explain how this project is relevant to the scope of work described in this RFP	
Telephone Number / s of Key Client Contact	
Nature of Work (tick the appropriate)	
Duration of Assignment (in months)	
Start Date of Assignment	dd-mmm-yyyy
End Date of Assignment	dd-mmm-yyyy
Approximate Value of Services	In INR
Name of Senior Staff	Role performed
1.	
2.	
3.	
Narrative Description of Project	

### 38. FORM 06: Format of Curriculum Vitae (CV) for proposed professional staff

Format of Curriculum Vitae (CV) for proposed Professional staff .Separate sheet to be attached for each professional

1	PROPOSED POSITION FOR THIS PROJECT	
2	NAME OF SUBJECT AREA FOR THIS PROJECT TO HANDLE	
3	NAME (First Name, Middle Name, Last Name)	
4	DATE OF BIRTH (dd/mm/yyyy)	
5	NATIONALITY	

6	PERSONAL Details 1. Address 2. Telephone No. 3. Fax No. 4. E-Mail address	
7	EDUCATION DETAILS (the years in which various qualifications were obtained must be stated.	
8	OTHER TRAINING	
9	LANGUAGE & DEGREE OF PROFICIENCY ( indicate proficiency in speaking reading and writing of each language by excellent, good, fair or poor)	
10	MEMBERSHIP IN PROFESSIONAL BODIES	
11	KEY QUALIFICATIONS AND WORK EXPERIENCES (state in detail and the fields involved) 1. Relevant to this project	
	2. Not relevant to this project	
12	Employment Record From To Employer POSITION HELD AND DESCRIPTION OF DUTIES	Starting with present position, list in reversed order every employment held and state the start and end dates of each employment). (Clearly distinguish your "employer" as an employee of the firm from an "Employer" for whom you have worked as a consultant or an advisor).
13.	Detailed tasks assigned	WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED. (in this column, list project name, location Year, position held, i.e. Team Leader, etc. and exact duties rendered and time



		spent on each project.
--	--	------------------------

I, the undersigned, certify that to the best of my knowledge and belief, this CV/Bio-data correctly describes my qualifications, my experience, and myself. I understand that any willful misstatement described herein may to my disqualification of dismissal, if engaged.

SIGNATURE: DATE OF SIGNING			
COMPANY SEAL	Day	Month	Year

### 39. FORM 07: Format of Financial Proposal

To

The Executive Director  
National Instructional Media Institute  
Directorate General of Training  
M/o Skill Development & Entrepreneurship  
CTI Campus, Guindy Industrial Estate  
Guindy, Chennai – 600032

Sir / Madam

Reference: Financial Proposal for Development, supply, commissioning and technical support of web base software solution for creating question bank and setting of question paper for exam under the aegis of NCVT”.

<RFP No.> We, the undersigned, offer to provide services for the above mentioned project, in accordance with your Request for Proposal <<write RFP number>> dated << write RFP date>>, and our bid Proposal (Technical and Financial Proposals). Our online Financial Proposal is as follows:

Our financial proposal shall be binding upon us, subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Insert date]. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Signature .....

In the capacity of .....

Duly authorized to sign Proposal for And on behalf of .....

Date ..... Place.....

Company Seal

## 40. FORM 08.: Format of Performance Bank Guarantee

STAMP PAPER WORTH OF  
RS. 100/- (NON JUDICIAL)

To

The Executive Director  
National Instructional Media Institute  
Directorate General of Training  
M/o Skill Development & Entrepreneurship  
CTI Campus, Guindy Industrial Estate  
Guindy, Chennai – 600032

In consideration of National Instructional Media Institute(NIMI), Ministry of Skill Development & Entrepreneurship, Government of India, CTI Campus, Guindy Industrial Estate, Guindy, Chennai – 600032 action through \_\_\_\_\_ (Hereinafter referred to as NIMI which expression shall include his successor and assignees) having awarded to \_\_\_\_\_ (hereinafter referred to as “the Service Provider” which expression, wherever the subject of context permits, includes its successors and assignees) a contract for <name of the project> in terms of inter-alia NIMI letter No. -----Date----- (hereinafter called “the Contract,”) and other General Terms and upon the condition of the Service Provider’s furnishing Security for the Service Provider’s liability under and in connection with the said contract up to a sum of Rs. ----- amounting to 10% of the total cost.

1. We \_\_\_\_\_ (hereinafter referred to as the Bank of the said bank) and having our registered office at \_\_\_\_\_ do hereby jointly and severally undertake to guarantee the payment to NIMI in rupees forthwith on demand in writing and without any protest of demur any or all monies payable by the Service Provider to NIMI respect of or in connection with the said contract inclusive of all NIMI’s losses and damages and costs. (Inclusive between attorney and client charges, and expenses and other moneys anywise payable in respect of the above as specified in the notice of demand made by NIMI to the Bank with reference to this guarantee up to an aggregate limit of Rs. \_\_\_\_\_

2. We \_\_\_\_\_ further agree that NIMI shall be the sole judge of and as to whether the said Service Provider has committed any breach of breaches of any of the terms and conditions of the said contract and the extent of loss, damages, charges and expenses caused to or suffered by or that may be caused to or suffered by NIMI on account thereof and the decision of NIMI that the Service Provider has committed such breach or breaches and as to the amounts of loss, damage, costs, charges and expenses caused to or suffered by NIMI from time to time shall be final and binding on us.

3. NIMI shall have the fullest liberty without reference to the bank and without effecting in any way the liability of the said Bank under this guarantee to take any other security in respect of the obligation and liabilities hereunder or to vary the

contract / work to be done there under vis-à-vis the Service Provider or to vary the prices of the total contract value or to release or forbear form enforcement of all or any other security or any other securities now or anytime held by NIMI and such arrangements with the Service Provider or release or forbearance whatsoever shall absolve the bank of the full liability to NII hereunder or prejudice the rights of NIMI against the bank.

4. The guarantee shall not be determined or affected by the liquidation or winding up of, dissolution change in constitution or insolvency or the Service Provider but shall in all respect and for all purpose be binding and operative unit payment of all moneys payable to Service Provider in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be in anywise affected or suspended by reasons of any dispute or dispute or disputes having been raised by the Service Provider (whether or not pending before any arbitrator, Tribunal or court) or purporting to stop prevent any payment by the bank to NIMI in terms thereof. The Bank's liability under these presents being absolute and unequivocal.

6. The amount stated in any notice of demand addressed by NIMI to the bank as liable to be paid to NIMI by the Service Provider or as suffered or incurred by NIMI on account of any losses, damages, costs, charges and expenses shall be conclusive evidence of the amount so liable to be paid to NIMI or suffered or incurred by Service Provider as the case may be and in terms hereof.

7. This guarantee / undertaking shall be in a continuing guarantee / undertaking and shall remain valid and irrevocable for all claims of NIMI and liabilities of the Service Provider arising up to and until midnight of .....

8. This guarantee / undertaking shall be in addition to any other guarantee or security whatsoever that NIMI may now or any time anywise may have in relation to the Service Provider's obligations or liabilities under and / or in connection with the said contract, and NIMI shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which NIMI may have or obtain and not forbearance on the part of NIMI in enforcing or requiring enforcement of any other security shall have the effect or releasing the bank from its full liability hereunder.

9. It shall not be necessary for NIMI to proceed against the said Service Provider before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding that any security which NIMI may have obtained or obtain from the Service Provider shall at the time when proceeding are taken against the said bank hereunder be outstanding or unreleased.

10. We the said bank undertake not to revoke this guarantee during this currency except with the consent of NIMI in writing and agree that any change in the constitution of the said Service Provider or the said bank shall discharge our liability hereunder.

11. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs ..... and this guarantee shall remain in full force till ..... and unless a claim is made on us within ..... Months from the date i.e. before ..... all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities hereunder.

Witness

1. .... SIGNATURE .....

(Signature with name in block letters and with designation) (Printed name)

2. ....

(Signature with name in block letters and with designation) Bank's common seal

Dated ..... Day of ..... 2016.

Name of Bank: .....

Address: .....

.....  
.....