

Minutes of the Pre Bid Meeting held on 06.09.2021 - Clarification cum amendment of the Bid Document for PMU

SI		Clause No	Reference / Subject	Clarifications / Request	NIMI Reply
1	Page-2 of GeM bidding doc	b.	b). EMD & Performance security: Beneficiary: Dy. Director/Head of Office National Instructional Media Institute, Ministry of Skill Development and Entrepreneurship CTI Campus, Guindy Industrial Estate, Guindy Chennai – 600032 (Nirmalya Nath)	We understand that draft of EMD needs to be made either in favour of Dy. Director or Head of Office. Please let us know in case its otherwise.	EMD to be made in favour of Director, NIMI
2	Page-2 of GeM bidding doc	Point 2. Years of Past Experience required:	Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year	We understand that documents as per point 5 in Pre-Qualification criteria doc need to be provided . Since that clause is in contradiction with respect to supporting requirement mentioned in the clause “Page-2 of GeM bidding doc”, hence its requested that this clause may be suitably modified.	The documents to be uploaded as per the Pre qualification criteria given by NIMI which shall superceed GeM wherever applicable
3	Page-2 of GeM bidding doc	Bid Details	Estimated Bid Value- INR 51300000	We understand that this value is tentative and might indicate yearly cost only. As the deployment is for 378 man-months the current outlay if it is for two years seems to be on a lower side. Also, please confirm if this bid value is inclusive or exclusive of taxes.	The amount is tentative only. The bidder should quote the cost keeping all the paramters and metrics involved. The amount is exclusive of taxes.

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4	Page-3 of GeM bidding doc	Point 4. Past Experience of Similar Services:	The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State	We understand that documents as per point 5 in Pre-Qualification criteria doc only need to be provided . Please clarify.	The documents to be provided as per the Pre qualification criteria given by NIMI
5	Page-3 of GeM bidding doc	Point 4. Past Experience of Similar Services:		It is requested to clarify whether the credentials of affiliates of the bidding entity will also be eligible as part of evaluation criteria.	Credentials of bidding entity shall only considered for evaluation
6	Page-9 of GeM bidding doc	4. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC).	PBG which is allowed as per GeM GTC	Please clarify whether PBG can also be submitted in form of hard copy of PBG issued by a Schedule bank.	Original hard copy of PBG to be furnished by scheduled bank to NIMI

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7	Page-9 of GeM bidding doc	Buyer Added Bid Specific Additional Terms and Conditions- Point 3- Payment of Salaries and Wages	Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer along with all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff	Salaries of individual staff is confidential information. Hence details such as PF, ESIC etc. may not be available to be shared. However, service provider can provide self-declaration that Service Provider will pay Salaries / wages of contracted staff deployed at buyer location first.	Service provider can give self declaration of the payment of salaries/wages of contracted staff
8	Page-9 of GeM bidding doc	Last Line	In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.	Please share if there is any specific format for providing this declaration.	attached

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9	Page-9 of GeM bidding doc	7	Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.	Generally, consultants don't have toll free number. However, we will provide suitable project implementation structure and escalation matrix as part of our Approach & Methodology. Hence, this requirement of toll-free number may be removed.	Instead of Toll free number dedicated number(s) can be provided
10	Page-5 of ToR	3.Key Resources to be deployed and their role in the Project	3.Key Resources to be deployed and their role in the Project	Please confirm on Working space for the PMC staff. We understand that suitable working space will be provided to PMC staff in respective NIMI offices in Delhi and Chennai.	On site - Working space
11	Page-7 of ToR	4	Broad Deliverables and timelines	Please share payment milestones and whether an advance payment would be extended. Invoice raising can be considered on monthly basis.	Payment will be on quarterly basis and no advance payment will be made

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12	Page-7 of ToR	4	Section of responsibilities of NIMI	A section on responsibilities of NIMI maybe added encompassing: - Issuance of various government orders/policy amendments as per requirement of the project. - Assigning of relevant nodal officers as per project need. - Resolution of problems and disputes arising. - Timely payments to the Project Management Consultant - Facilitate coordination with implementing agencies.	Will be shared after the award of contract
13	Page-7 of ToR	4.1	Project Management Plan should be delivered in T + 15 days	Creation of Project Management Plan would require consultation with multiple stakeholders across NIMI, 9 IIMs, MSDE and other implementing agencies. Since Project Management Plan is the foundation of the entire project, hence duration of this should be increased by 15 days. i.e. from existing T+15 to T+ 30.	Draft Plan to be submitted within T + 15 days

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14	Page-7 of ToR	4.2	HR Policy should be delivered in T + 30 days	HR policy is expected to cover: Fellowship Programme Overview Roles & Responsibilities of Fellows General Management Guidelines Working hours and Attendance Policy Leave Policy Joining & Induction Policy IT Policy Performance Management and Rating Travel Policy Exit / Termination Policy Additionally, these policies are expected to be supported by related formats and templates. Considering the scale and criticality of this exercise (expected to impact 700+ fellows), hence duration of this milestone should be increased by 30 days. i.e. from existing T+30 to T+ 60.	Draft HR Policy to be submitted within T + 30 days and final to be submitted within T + 45 days
15	Page-7 of ToR	4	It should be noted that the above-mentioned deliverables are time-critical and shall have bearing on the pay-outs made to the Consultants	Any delays caused by unforeseen circumstances, or due to challenges beyond the control of the consultant may be exempted from any such penalty.	Applicability of Force Major clause (FMC) will be considered on case to case basis.

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16	Page-7 of ToR	Last line	All travel related to the project shall be bourn by the bidder and the financials shall be incorporated in the proposal document	Request you to provide an estimated travel plan for the consultant. Currently the complete cost is part of the man-month rate of the consultant for which we would request that a separate template is provided. This would help us in detailing the proposed out of pocket expenses for the project. .	The bidder should quote for the travel and miscellaneous expenses based on their understanding of the project.
17	Page-8 of ToR	4	The resource shall be replaced with 15 days of each termination. The replaced resource person shall have the same or higher qualification. NIMI may also request the Project Management Unit to replace a resource with a notice of 15 days if the monthly progress report of the resource is not found satisfactory.	Most of the resources in our firm are deployed on projects. Also, the experts have very specific requirements and to ensure best fit of replaced resources, hence it is requested to increase this notice period to 30 days (from existing period of 15 days). It is requested that penalty clause should only be applicable after expiry of 30days.	CVs of confirmed replaced resources to be shared within 15 days

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18	Page-8 of ToR	4	Failure to replace the resource person under these circumstances shall lead to an imposition of penalty equivalent of 30% of the remuneration payable to the resource for the period the resource is not made available. a period of 60 days may also lead to the termination of this contract	Sometimes resource replacement may be delayed due to unforeseen circumstances/situations out of control of the bidder. Hence penalty clause be revised to 10% of the remuneration payable to the resource for the period. Also, termination clause on failure to provide resources may be re-considered.	30% of the remuneration for penalty is only applicable on the cost of resource, whose replacement is delayed
19	Page 1 of Profile- Details- Resources Required	Consultant Profile	Experience of leading projects related to skill development /livelihood development with centre /state governments or donor agencies will be preferred (at least 3 projects	Considering that people at consultant level don't lead projects, hence, request to the requirement of "leading" may be changed to "executing" projects.	Suggested change accepted
20	Page 2 of Profile- Details- Resources Required	Associate	MBA/PGDMA in relevant field from a recognized and reputed academic institution	Considering that this role requires coordination with education institutes, hence request to additionally include associates with master's degree in education, PGDM/ MBA in HR , MSW (Masters in Social work) and similar qualification	Job description of associates does not demand for MBA(HR)/MSW

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21	General Query	Profile of consultant	The education qualification for consultants mentioned PGDMA	Request if the PGDMA can be elaborated. We understand that this means MBA/PGDM and equivalent.	To be read as MBA/PGDM
22	General Query		Power of Attorney/ Letter of Authority	Please suggest if a POA/ LOA is needed to be furnished in favour of the authorized signatory.	POA/ LOA needed for authorized signatory.
23	General Query		Draft Contract	A copy of draft contract may be shared. Additionally, details may beshared on allowed number of leaves per annum- this is required to arrive at appropriate financial quote.	Will be shared after the award of contract. Leave policy for manpower can be shared
24	General Query		Limitation of Liability	Limitation of Liability clause is not part of the RFPdocument. Request if the same may be included.	Kindly refer GeM standard Service Level Agreement (SLA)/ general condition for the same

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25		Bid Document	<p>(A) The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer</p> <p>Whereas it is written in additional qualification as</p> <p>(B) Experience of at least four completed/ongoing Government Projects with value not less than Rs. 1 Crore in Project Management</p>	<p>Please clarify whether we need to provide project details to cover both (A) and (B) or only (B) would be sufficient.</p> <p>Also, there are no specific templates available for furnishing the project details. Please share if there is any such template available.</p>	<p>Project details for both (A) and (B) to be submitted, covering details of project name, brief scope of service, client name, duration of contract and contract cost</p>

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26		Bid Document	PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.	As per the company policy, it would be difficult to share the payment details of the employees to the client. Would request you to consider the invoice based on the work done by the resources and the agreed costs for each position.	A statement of salary disbursement for the 14 persons to be shared
27		Bid Document	Qualification for Lead, Consultant, Associates	Please clarify what is PGDMA. Also would request you to include PG in related disciplines	To be read as PGDM
28		Bid Document	Qualification for counsellor: Post graduate in psychology/HR	Would request you to include qualifications Masters in Social Work and other related fields.	Qualifications given for counsellor is as per Bid document
29		Scope of Work/ Deliverable	FRS / SRS Document for development of Online Portal related to MGNF. - Ongoing till the end of contract	The current team composition do not have any IT specialists. As this deliverable might require us to have IT specialist, how do we position that person with the existing 14 member team?	PMU team needs to give support to prepare FRS/SRS document for which deployment of additional IT resource person is not required

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30		Scope of Work/ Deliverable	Grievance redressal mechanism	We understand that Grievance arising from the MGN Fellows will have to be addressed at different levels including DM, SSDM or IIM. Should the GR mechanism involve all or only under the purview of NIMI?	GR mechanism to involve stakeholders dealing with the project
31		Scope of Work/ Key Resources	The Project Management Unit (PMU) shall consist of One Program Manager (Lead MGNF). Seven (7) Consultant, One Financial Management Expert, Two (2) Associate and Three (3) Counsellor under MGNF. The PMU team shall be deployed in Delhi and Chennai.	We understand that these resources will be positioned at the respective offices of NIMI at Chennai and at Delhi.	Yes

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32		Scope of Work	All travel related to the project shall be borne by the bidder and the financials shall be incorporated in the proposal document.	It is not clear from the SoW document, how many days of travel is expected for each position. Also, as the PMU resources are based in two cities (Chennai and Delhi), whereas the MGN fellows are positioned across all districts, how do we assume the responsibilities (State / District) to travel? Please clarify in terms of no. of visits to be made by a PMU resource in a month.	The referred section of Scope of Work may be read as: The travel related reimbursable will be paid based on actuals as per 3rd Ac train travel / economy air travel per diem as per Govt of India travel norms applicable for Under Secretary (US) level officers The standard format for financial proposal is attached.
33		Technical Qualification	Programme Manager (Lead MGNF)- 1 no. is given 10 marks	Kindly specify how this mark will be scored. Meaning is there any break-up for the same.	Marks will be awarded based on weightage of qualification, experience, no of projects handled etc.
34		Technical Qualification	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference – Presentation	Kindly specify whether we need to submit the presentation along with the technical proposal or during the time of presentation only.	Presentation to be given, on the specified date intimated by the NIMI. It will not be the part of technical proposal

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35		Bid Document	Financial proposal	Unable to trace the templates for financial proposal to be submitted. Please clarify what are the parameters for which the costing to be provided other than fees for individual resources for 27 months.	The standard Financial proposal template is attached.
36		Bid Document: Bid Details	Bid End Date/Time: 16-09-2021 20:00:00	In order to allow bidders to incorporate any modifications necessitated by issuance of a corrigendum, we request you to kindly extend the bid end date to at least 14 days after the date of issuance of corrigendum/pre-bid clarifications.	Bid Extension will be extended to 20 September 2021 till 8:00 pm.
37		Bid Document: Bid Details	EMD Detail	Kindly confirm the mode of payment of EMD.	Though RTGS

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38		Scope of Work Page 3 Para 2: Scope of Services	In addition to HR policy, PMU team shall also support in preparing FRS/SRS document for online portal to be developed by NIMI.	As per the team structure specified, the proposed resources are required to possess expertise in skill development/finance/ counselling domains. Therefore, in order to deliver the IT-related tasks pertaining to preparation of FRS/SRS etc, we request you to kindly allocate deployment of one resource with relevant qualifications and experience in the IT domain.	PMU team needs to give support to prepare FRS/SRS document for which deployment of additional IT resource person is not required
39		Profile of Consultants	Role/Position: Programme Manager (Lead MGNF) Location: Chennai/Delhi	From the given clause, we understand that the Programme Manager deployed by the bidder may be based in either Chennai or Delhi. Please confirm our understanding.	Programme Manager (Lead MGNF) will be posted at Chennai/Delhi
40			Location: For the Programme Manager the location specification is as CHENNAI/ DELHI	Could you please clarify whether we could consider either of the location as appropriate for positioning the Programme Manager.	Both the locations to be considered
41			Qualification: Academic qualification requirement for the Programme Manager, Consultants and Associates are specified as MBA/ PGDMA/ MSW	Could you please include further qualifications like MA/ MSc (Economics/ Development Studies/ Statistics/ Sociology/ etc.) and PGDBA or its equivalent.	No change in qualification requirement

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42			Penalties: The bid document refers to application of penalties as per Service level Agreement (SLA)	Please share with us a copy of the Service Level Agreement.	Will share the GeM Service level agreement
43			Position: Programme Manager 1 no. – 10 marks Consultants 7 nos. – 28 marks (4 for each) Financial Management Expert 1 no. – 5 marks Associate 2 nos. – 8 marks (4 for each) Counsellor 3 nos. – 9 marks (3 for each)	Could you please let us know – how the actual scoring will get graded across the numbers of years of experience and/or type of projects handled, and/or any other.	Marks will be awarded based on the Weightage of years of experience and relevant projects handled by each resource
44			Office Space and other support infrastructure	Could you please confirm if the PMU will be provided with the seating space, meeting space, access to internet, vehicle parking space, etc. at both Chennai and Delhi Offices.	Only Office seating space with internet will be provided. Meeting space can be arranged based on requirement. Cannot assure vehicle parking space as of now

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45			<p>Buyer Added Bid Specific Additional Terms and Conditions: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.; b. Execution certificate by client with order value.; c. Any other document in support of order execution like Third Party Inspection release note, etc.</p>	<p>Given the several years of project experiences being referred as relevant and with the changes already made within the Financial Systems – provision of copies of invoices may be difficult in some of the projects. Could you please waive of the requirement for invoices, and the requirement could be restricted to provision of Purchase Order and self-certification by the bidder on the work execution and its successful completion. Further, could you please make a provision of acknowledging experience of on-going multi-year projects.</p>	<p>No change in referred criteria</p>
46			<p>Overall Budget</p>	<p>It was specified during the pre-bid conference that the overall budget specified within the Bid Document refers to only Professional Services Costs, and does not include GST, Travel Allowances for Consultants, and Programme Management Cost. Could you please confirm the same.</p>	<p>Yes</p>

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47			<p>TORs Point No. 2: Scope of Services:</p> <p>“Administer the payments to the fellows on the basis of their monthly attendance and travel arrangements to the academic institutions.”</p>	<p>Which shall be the responsible party to make all financial payments to the fellows - PMU or NIMI?</p>	<p>NIMI</p>
48			<p>TORs Point No. 2: Scope of Services.</p>	<p>Whether the web-portal and mobile application for capturing online attendance, leave and travel plans, TA bills submissions, online grievance redressal, performance appraisal system etc. shall be developed & maintained by NIMI or the PMU?</p>	<p>PMU team has to support NIMI as stated in scope of services</p>
49			<p>Under the bid details heading of bid document, point: “Minimum Average Annual Turnover of the bidder.”</p> <p>And</p> <p>“Last 3 years average business revenue from consulting” under Values mentioned in Technical Specification of each position.</p>	<p>Under the bid details minimum turnover of bidder is mentioned to be Rs. 255 Lakhs, whereas, under the Technical Specifications of each category of consultants’ positions under the point “Last 3 years average business revenue from consulting” is mentioned to be Rs. 51-100 Crores.</p> <p>Please clarify whether the later should be read as Rs. 255 Lakhs as mentioned in the bid details under bid document.</p>	<p>Please see point no 2 of prequalification criteria wherein it is stated that the bidder should have a minimum average annual turnover of INR 50 Crores from Indian operations in Government consulting services in the previous three financial years (FY-17-18, 18-19 19-20 OR 18-19,19-20 and 20-21)</p>

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50			Under the Technical Specifications, point: “Number of consultants on payroll of firms” Value: 151-300	Please clarify whether the number of consultants of 151-300 would include all consultants, internal staff and external pay-rolled staff as an overall count?	It includes only the internal employees/ consultants on payroll of firms
51			Under the Technical Specifications, point: “Number of projects completed in India having similar scope & size of proposed project under hiring” Value: 4	Please clarify the relevance of “size”, whether it means to be in terms of money (i.e. Rs. 1 Crores, as mentioned in heading “Specific Experience in Desired Filed of Consultancy” of the bid document, or in terms of number of persons/ consultants/ pay-rolled staff (i.e. 151-300)?	Please see point no 5 of prequalification criteria wherein it is stated Experience of at least four completed/ongoing Government Projects with value not less than Rs. 1 Crore (Rupees One Crore only) in Project Management consulting capacity with Central/ State Government Department/ Government undertakings in the last 5 years
52			General Query	Is there any Financial Proposal template, if so, we would like to request you to please provide the same.	The standard Financial proposal template is attached.

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53			General Query	What shall be the duration/period (say monthly quarterly) of fee/expense reimbursement billing by PMU and payment timeline by NIMI?	Quarterly
54			General Query	Are there any travel trips estimated numbers required to be done by the PMU team members, which can be provided for development of accurate financial estimates?	<p>The referred section of Scope of Work may be read as:</p> <p>The travel related reimbursable will be paid based on actuals as per 3rd Ac train travel / economy air travel per diem as per Govt of India travel norms applicable for Under Secretary (US) level officers</p> <p>The standard format for financial proposal is attached.</p>
55			General Query	As the bid document is detailed, we would like to prepare and submit qualitative proposal in most appropriate format, therefore, would like to request you possibility of postponement of last date to submit proposals.	Bid Extension will be extended to 20 September 2021 till 8:00 pm.

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for *[Insert title of Assignment/job]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures]*. This amount is exclusive of the GST/taxes. We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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. before the date indicated in Paragraph 8 of the Part II Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address	Amount and Purpose of Commission	Gratuity of Agents
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We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and

initials]:

Name and Title of

Signatory:

Name of Firm:

Address:

FORM FIN-2

SUMMARY OF COSTS

S.No.	Particulars	Lump Sum Amount in Rupees	Amount in words
I	Cost of Financial Proposal including:		
a	Remuneration		
b	Miscellaneous cost (provide details, if any)		
II	*GST(current applicable rates to be defined)		
III	Total		

**GST/ any other tax is being taken just for information purpose and will not be considered for evaluation purpose.*

NOTE:

1. Price quoted above includes all cost as per Scope of Work (including resources).
2. Taxes Extra as applicable. Agencies to indicate applicable taxes. Any change in taxes will be made as per applicable law and rates.
3. Taxes will not be considered for evaluation purposes.

Authorized Signature

Name and signature:

Designation

.....
Name of firm:

Address:

FORM FIN-3

BREAKDOWN OF REMUNERATION

(for details please refer to Note below)

S.No.	Name of Staff	Position	Man Month Rates (A)	Proposed Man Months (B)	Total Amount in Rupees (A)*(B)
1	Key professionals *1				
2.	Support Staff *2				
	Total				

*1 Key Professionals as per Scope of Services are to be indicated by name

*2 Support Staff (Non-Key staff) is to be indicated per category, if any (e.g: DEO, Assistant etc.)

Total Remuneration = _____ Amount in Rs.

(Amount in Words) :

Note:

1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: DEO, Assistants etc.).

2 Positions of key professionals shall coincide with the ones indicated in Scope of services

Payment Terms

Payment of consultancy fees shall be done on Quarterly basis, on submission of valid invoice along with proof of required supporting documents for completion of Quarterly deliverables/ milestone of the contract and details/ attendance of officials deployed. Please refer Deliverable to be completed/ submitted along with supporting documents by the agency for release of payment under scope of service/ TOR Section.

Terms of waive off of penalty clause:

If there is anticipated delay in the submission/ completion of deliverables as per contract timelines which is beyond the control of the consultant, the consultant should promptly inform employer about same with proper justification for delay in achieving the defined milestone and request for reasonable extension of timelines for the same or extension of time period of the contract. The employer/ Contract Monitoring Committee will assess the such request from the consultant and provide reasonable extension of timelines, if appropriate. The extended time period for submission of deliverables/ milestone shall be considered only upon written approval of the employer.

**UNDERTAKING REGARDING RESTRICTION ON PROCURMENT FROM A BIDDER OF A
COUNTRY WHICH SHARES LAND BORDER WITH INDIA**

[to be submitted in the bidder company's letter head and signed by authorized signatory. Please refer to OM issued by Ministry of Finance OM F.No 6/18/2019-PPD dated 23rd July, 2020]

I/We hereby declare that we have **read the Ministry of Finance OM F.No 6/18/2019-PPD dated 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India** and on sub-contracting to contractors from such countries. I/We certify that our Organization _____ (add name and address of registered office of bidder / consortium partner, if any) is not from such a country, or if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority (**wherever applicable, evidence of valid registration by the Competent Authority shall be attached**). I/We hereby certify that our organization fulfils all requirements in this regard and is eligible to be considered.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

Service Level Agreement And Packages

HIRING OF CONSULTANTS

Hiring of Consultants from Consulting Organisation

PREAMBLE: Consultants Hiring Service contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of Hiring of Consultants Service – as defined in Service Catalogue which includes SLA for the Service or Service for a particular product;
3. BID / Reverse Auction specific ATC

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however Service Specific STC prevails or supersede over the GTC.

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

Agreement Overview : This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Consulting Organisation / SPA providing the Consultants as services . The purpose of this agreement is to facilitate implementation of Consultancy Service at the Buyer's premises. The Service Provider would provide the required equipment (if any) and personnel for the mentioned shifts as per the requirements of the buyer. This Agreement outlines the scope of work, Stakeholder's obligation and Terms and Conditions of all services covered as they are mutually understood by the stakeholders.

Stakeholders

The main stakeholders associated with this SLA are:

1) Service Provider(s)/Service Provider

2) 

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The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA.

Objective & Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider. The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to the customer
- Establish Terms and Conditions for all the involved stakeholders
- To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons

Service Scope

Introduction

The scope of "Hiring of Consultant Services " is to provide specified number of Consultants with requisite and prescribed qualifications and experience, to function and perform as per agreed terms and conditions to accomplish the scope of service /stated objective .Based on a performance based approach for engaging the Service Provider to deploy Professional resources, on a man month basis. However sugc services may al be used in Delivery Based Mode too if buyer can arrive on requirement / role of consultants , their qualification , duration of hiring and corresponding number of resorces to be deployed to accplish the project .

Buyer shall provide all details and information needed on line and use appropriate filters enabled on line for this service.

An indicative list of activities that resources of Service Providers will be required to undertake are as follows but not limited to :

1. Business Process Re-engineering
- 2 Strategy & Management - Application Rollout
- 3 Project Management
- 4 DPR, RFP Preparation & Bid process Management
- 5 Finance & Accounts
- 6 Procurement Policies
- 7 HR Management, capacity building
- 8 Legal Matters
- .9 Software Solution Architect
- 10 Compute, storage, virtualization
- 11 Data Center Power Infrastructure
- 12 Data Center Cooling Infrastructure
- 13 IT Network Specialist
- 14 IT Security Specialist, 12 AI/ ML .
13. Deep Learning ,
- 14 Data Anayltyics,
15. Platform Architecture,15.Project/Program Management etc

(a) The performance and discipline of the resources provided by the bidder should be ensured by the Service Provider.

(b) Regular progress reporting and review of the same with the concerned Project coordinator will be an integral part of the responsibility of the Service Provider.

(c)Timely production of quality output will be an overarching responsibility of the Service Provider.

(d)The Project plan including scope of work, job requirements, time lines and resource requirements shall be fir ned Buyer Department. These resources shall be engaged as per the requirements of the



Broad scope of the Service may include but not restricted to :

Capacity building : aimed at enhancing overall output and efficiency of the Organisation and its resources, would include activities like design and customization of training modules to actual conduct of Training, certifying Master trainers, bundle a Product(s) offer with onsite training /skilling support, Core Sectoral Skilling and its upgradation.

Project Management : would cover all or any activity including initiating, planning, executing, controlling, and closing the work of the Project (its team) to achieve specific goals and meet specific success criteria at the specified time. Setting up of a PMU, its operations (including Sourcing) and Management to deliver on agreed outcomes and performance will be central to this Service.

Programme Management : where multiple projects would be involved would focus on supporting the Owner (Buyer) in Supervision , Monitoring and Review of Project(s) implementation.

Consultancy/Advisory : provided for conceptualizing, designing including taking up Proof Of Concept (PoC) exercise across products and sectors. Such advisory would include Pre and Post implementation analysis and assessment of Projects, Draft documents like Vision, Strategy, Approach, DPRs etc.


Project Implementation: refers actual implementation including assaying SI role in IT leveraged Projects will be covered under this track. Typically would involve setting up of an onsite Project team and its management to deliver on agreed outcomes and performance.

Buyer's Obligations

1. Except as expressly otherwise provided, the Buyer shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Service Provider's employees to perform and deliver as per agreed Terms and Conditions .
2. The Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider 's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them.
3. The Buyer shall not be under any obligation for providing empanelment to any of the personnel of the Service Provider after the expiry of the contract. The Buyer does not recognise any employee employer's relationship with any of the workers of the Service Provider.

Service Provider's Obligations


1. A Service Provider would be required to provide sufficient and qualified manpower for further selection/replacement, capable of supporting the functioning of the project/department in a manner agreed with the Buyer. The services shall be rendered on a monthly, quarterly and yearly basis, as per the requirements of the Buyer.
2. The Service Provider shall provide Consulting Services at Buyer's premises / off site as per Schedule of Work / Requirements which may be amended from time to time by the Buyer during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.
3. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.

 **Ask GeMmy** Provider shall exercise adequate supervision to reasonably ensure proper performance of as in accordance with Schedule of Requirements.

5. The Service Provider shall issue identity cards / identification documents to all its employees / consultants who will be instructed by the Service Provider to display the same.
6. The personnel of the Service Provider shall not be the employees of the Buyer and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this agreement.
7. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Buyer.
8. It is the responsibility of the Service Provider to provide manpower for the above listed work. The manpower has to be segregated, based on their years of experience.
9. The responsibility of effective and efficient delivery would rest with the consulting firms/organisation.
10. The Service Provider / Consulting firms shall provide the suitable documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider for subsequent verification by buyer on case to case basis .
11. The police verification, character and antecedent's verification of the employees is the whole and sole responsibility of the Service Provider. The same may be verified by the Buyer at the time of joining of the employees, if he/she so desires.
12. The Service Provider shall ensure the following in respect of his employees-
 1. The working hours and days of the consultants will be as per the existing applicable rules of the respective Central/State Government organisations. However, they have to work on holidays, if necessary and required based on demand of work.
 2. In an event of deployed personnel availing leave, and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with buyer.
 3. Consequent to poor performance of deployed manpower , consulting firm/service provider should replace the deployed manpower within two days thereby maintaining service levels and continuity.
 4. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between buyer and seller prior to deployment of manpower.
 5. The attendance of the consultant will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
 6. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.


Special Terms and Conditions of the Service

1. The Service Provider / Consulting firms would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer.

 **Ask GeMmy** provider should have a legal status, whether it will be a registered Proprietorship Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has had registration for income tax.

3. The Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
4. In case of consultants hired on annual basis and 5 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the buyer in the billed amount if no replacement is provided.
5. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
6. The Buyer or its representative shall have the right to inspect and/or to test the services/Solution/Technology to check their conformity to the contract specifications at no extra cost to the Buyer.
7. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
8. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
9. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer, in which case emergency cases are exempted from prior intimation or approval from buyer. However the Service Provider shall be reporting the buyer about the replacement or changes within three working days.
10. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
11. The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
12. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
13. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

Debarment: All Government entities should follow the following debarment rules, prescribed in GFR, 2017.

- (i)  barred if he has been convicted of an offence—
 (ii) Prevention of Corruption Act, 1988; or

2. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment."

Quoting of Price on the Portal : Changes in Government taxes should not be imposed on the vendor by making payment adjustments. The net revenue for the Service Provider / Consulting Firms should remain the same as was factored in during the financial estimation of the project"

EMD Forfeiture :The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
- In case of seller indulging in corrupt or false practices

Force Majeure : Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract."

Arbitration : Buyer and the Service Providing Agency will make every effort to resolve amicably, by direct negotiation or agreement or dispute arising between them under or in connection with the contract placed between the parties. If the parties cannot resolve the Dispute then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of



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this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court under which Jurisdiction office of the buyer falls. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified above . Any legal dispute will come under the sole jurisdiction specified above .

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof."

Limitation of Liability: (a) The liability of the Service Provider /Consultanting Firms (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this work order. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 22 .

(b) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

(c) The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts."

Indemnification: Consulting firm (the ""Indemnifying Party"") undertakes to indemnify the Buyer / consignee (the ""Indemnified Party"") from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that m d against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, r.  **Ask GeMmy** infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c)

Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non infringing equivalent, (iii) modify it to make it non infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

Forfeiture of Performance Bank Guarantee: Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract is breached/infringed.
2. When contract is being terminated due to non-performance of the Successful Bidder.

Termination for default :

Without limiting any other rights or remedies the Client may have against the Consultant / Service Provider arising out of or in connection with this Contract, the buyer/ Client may terminate this Contract effective immediately by giving written notice to the Service Provider /Consultant if: the service Provider /Consulting Firms breaches a material provision of this Contract where that breach is not capable of remedy; the Consultant breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or an event specified in any clause of the contract happens to the Service Provider /Consulting Firms . Termination of this Contract does not affect any accrued rights or remedies of a party.


Confidentiality

The Service Provider shall not use Confidential Information, the name or the logo of Buyer Department except for the purposes of providing the Service as specified under this contract; The Service Provider may only disclose Confidential Information in the following circumstances with the prior written consent of Buyer Department to a member of the Service Provider if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.

1. The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Buyer Department.
2. The Service Provider shall notify Buyer Department promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Buyer Department.

Payments

1. Consulting Firms/ Service Providers may be directed by the buyers to furnish suitable declaration / certificate in support of salary paid to deployed resources /consultants .

 **Ask GeMmy** The consulting Firms/ Service Provider will be made on monthly / bimonthly/ quarterly basis, depending on the actual duration of the services rendered as per order. In case of deliverable mode hiring, agreed payment will be made on satisfactory delivery on achieving the milestone within the pre set

time line. Such time line/ mile stone payment will be certain percentage of total cost of contract deduced on basis of number of consultants and duration

3. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
4. TA/DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.
5. All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.
6. The Service Provider / Consulting Firms should ensure payment to deployed resources on a regular basis as per their entitlements like monthly salaries , TA , medical allowances etc and submit the certificate to this effect .Bill for the subsequent month will be paid only after submission of certificate of disbursement of salaries & allowances of previous payment cycle .
7. Escalation towards payment of salaries of the employees shall not be accepted on any ground during the contract period.

Breach Of Contract : The Following Conditions May Be Taken As Breach Of Contract And Buyer Shall Have Right To Immediately Terminate The Contract.

1. Cumulative penalties reach 10% of the contract value
2. Repeated breach of SLAs beyond 3 instances of similar nature in the entire contractual period may be treated as breach of contract. Breach of SLA is defined as performance lower than defined lower performance in this agreement.
3. In case of major default on the part of the Service Provider causing disruption of services .

Penalties

- Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.
- If any SLA is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days

Penalties for Non-Compliance to Service Level Agreement

Penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned below:



#	Service level agreement	Penalties for non-compliance
1	Non-deployment of total Consulting resources mentioned in the contract as per the date of joining.	Up to 15 Days, @1% per day of the value of monthly cost and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement within 2 day/cancellation of contract as decided by the buyer depending on the gravity of the act.
3	If the employee is found responsible for disobedience/ isconduct	Warning/counselling/Immediate replacement of resource within 2 days as decided by the buyer depending on the gravity of the act
4	If the employee is absent for more than 2 days without informing or taking prior approval.	Substitute within 2 days with equivalent resource failing which, @ 1% per day of the total montly remuneration (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, may lead to cancellation of the contract with the forfeiture of PBG .
5	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days or cancellation of the contract with forfeiture of PBG as decided by the buyer depending on the gravity of the misconduct .



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