

नाशिक महानगरपालिका, नाशिक
महिला व बाल कल्याण विभाग

ई स्वारस्य अभिव्यक्ती सुचना क्रमांक -१ (सन-२०२३-२४)
दुरुस्ती पत्र

नाशिक महानगरपालिकेच्या महिला व बाल कल्याण विभागाच्या ई स्वारस्य अभिव्यक्ती सुचना क्र. १ जा.क्र. NMC/MBK/०१/२०२३-२४ दि. १९/१२/२०२३ कौशल्य विकास कार्यक्रम राबविणे या कामाचे स्वारस्य अभिव्यक्ती सुचनानुसार EOI(स्वारस्य अभिव्यक्ती) सादर करणेकरीताच्या तारखेत व वेळेत खालील प्रमाणे दुरुस्ती करणेत येत आहे.

अ.क्र.	तपशिल	दिनांक व वेळ
१.	Last Date of Submission of EOI i.e EOI Due Date and Time	16.01.2024 Time 4:00 pm
२.	Opening of EOIs (Qualification) Date and Time	17.01.2024 Time 4:00 pm If possible or it will be conveyed accordingly

मा. आयुक्त सो. यांचे मान्यतेने,
दिनांक:- ०३.०१.२०२४
ठिकाण :- नाशिक


प्रशांत पाटील

उप आयुक्त (समाज कल्याण)
नाशिक महानगरपालिका, नाशिक



नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड,
नाशिक-422005

Nashik Municipal Corporation
RAJIV Gandhi Bhavan,
Sharanpur Road, Nashik-422005

समाज कल्याण विभाग

स्वारस्याची अभिव्यक्ती सुचना क्रमांक नामनपा/स.क.वि./MBK/01 / 2023-24

नाशिक महानगरपालिका, समाज कल्याण विभागा मार्फत कौशल्य विकास कार्यक्रमा अंतर्गत कौशल्य प्रशिक्षण देणाऱ्या सक्षम संस्थेची निवड करणेकरीता Online प्रथम स्वारस्याची अभिव्यक्ती (EOI) मागवित आहोत.

कामाचा तपशिल	कोरी निविदा अर्ज किंमत र.रु.	बयाना अनामत (EMD) रक्कम	अंदाजित खर्च
Selection of Skill Training Service Provider to Conduct Skill Development Programs in Nashik city	र.रु.63,400/- (18% GST सह)	र.रु.7,00,000/-	र.रु 7,15,98,800/-

सदर स्वारस्याची अभिव्यक्ती (EOI) ई-टेंडरिंग (E-tendering) संगणक प्रणालीच्या <https://mahatenders.gov.in> या संकेतस्थळावर व नाशिक महानगरपालिकेच्या संकेत स्थळावर www.nmc.gov.in प्राप्त होतील. सदर स्वारस्याची अभिव्यक्तीचे (EOI) सादरीकरण खालील तक्त्यात नमूद केल्याप्रमाणे <https://mahatenders.gov.in> या संकेत स्थळावर Online करावयाचे आहे. ई निविदा (E-tendering) प्रक्रियेतील कोणत्याही तांत्रिक अडचणीसाठी सदर संकेत स्थळावर दिलेल्या हेल्प डेस्क नंबरवर संपर्क करावे.

The Authority shall endeavor to adhere to the following schedule

S.no	Events	Time lines
1.	Sale of EOI	From 19/12/2023, 04:00 p.m onwards till Due date
2.	Last date of receiving queries	27/12/2023 , 11:00 a.m Email ID: dmc_sw@nmc.gov.in
3.	Pre bid meeting Date and time	28/12/2023 at 11.00 a.m
4.	Last Date of Submission of the EOI i.e EOI Due Date and time	10/01/2024 ,Time 04:00 p.m
5.	Opening of EOIs (Qualification) date and time	11/01/2024 at Time 04:00 pm - if Possible or it will be conveyed accordingly

निविदाकारांनी EOI फॉर्म फी, बयाना अनामत रक्कम (EMD) व सेवा शुल्क ऑनलाईन पेमेंट गेटवेद्वारे भरावयाचे आहे. वरील नमूद सर्व शुल्क कोणत्याही बँकेचे डेबिट कार्ड, क्रेडिट कार्ड अथवा नेट बँकींग मार्फत भरणे करता येईल. निविदा फॉर्म शुल्क नाशिक महानगरपालिकेचे लेखा विभागात स्विकारले जाणार नाही, याची निविदाकारांनी नोंद घ्यावी.

कोणतीही EOI स्विकारणे अथवा नाकारण्याचा अधिकार आयुक्त, नाशिक महानगरपालिका, नाशिक यांनी राखून ठेवलेला आहे.

सही /-

उप आयुक्त (समाज कल्याण)
नाशिक महानगरपालिका, नाशिक



Nashik Municipal Corporation

Social Welfare Department

Selection of Skill Training Service Provider to Conduct Skill Development Programs in

Nashik City

EOI/NMC/SW/ MBK/ 01 /2023-24

(Expression of Interest No-1)

Dt. 19/12/2023 to Dt.10/ 01/2024

Year- 2023-24

स्वारस्याची अभिव्यक्ती फॉर्म किंमत र.रु. 63400/- (परत न मिळणारी) (EOI)

18% GST सहित

बयाना रक्कम (EMD)- र.रु.700000/- मात्र.

नाशिक महानगरपालिका, समाज कल्याण विभाग,
राजीव गांधी भवन, नाशिक - 422005

**Nashik Municipal Corporation
Social Welfare Department
Selection of Skill Training Service Providers
To
Conduct Skill Development Programs in
Nashik City**

DISCLAIMER

The information contained in this Expression of Interest document (i.e “EOI”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this EOI is to provide the Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the EOI Documents

including this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way by participating in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.

The issue of this EOI does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Service Provider, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its EOI including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its EOI. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the EOI , regardless of the conduct or outcome of the EOI Process.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Any liquidated damages or other compensation stated or required to be payable by the Bidder to the Authority under or pursuant to the EOI Documents, whether on per diem basis or otherwise, shall be deemed to be a mutually agreed genuine pre-estimate of loss and damage likely to be suffered and incurred by the Authority who shall be entitled to receive the same as a result of a breach or failure of the Bidder and shall not be by way of penalty.

Contents of EOI

This EOI comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.7 and any clarifications and interpretations issued in accordance with Clause 2.6.

Invitation for Bids

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of EOIs

Section 4. Fraud & Corrupt Practices

Section 5. Miscellaneous

Appendices

I. Letter for Bid

II. Scope of Work

III. Power of Attorney for signing of Bid

IV. Anti-Collusion Certificate

V. Experience of Bidder

VI. Payment Terms

VII. Courses identified by NMC

1. INTRODUCTION

1.1. Background

- 1.1.1. The objective of this request for EOI of Nashik Municipal Corporation (NMC) is to appoint two Skill Training Service Providers interested in conducting skill development trainings for womens (and mens if required) in Nashik City. NMC intends to impart training to around 4000 women and men(if required).NMC reserves the rights to increase or decrease the number of trainees.
- 1.1.2. In that context, NMC intends to appoint Two Skill Training Service Providers ("**Training Providers or TP**") interested in conducting skill development training courses in Nashik as mentioned in Appendix VII.
- 1.1.3. NMC shall pay the appointed TP per batch based on the rates sets in Common Norms for Skill Development Schemes Fifth Amendment, 2021 and payment terms as mentioned in Appendix VI.
- 1.1.4. The appointment of the TP shall be for a period of 2 (Two) years from the date of work order.After review of work done,NMC may extend/increase the period further for 2 years if competent authority of NMC decides,but it will be sole discretion of the Nashik municipal corporation.

1.2. Context of the EOI Process

- 1.2.1. The Authority intends to qualify and select suitable Bidders (the "**Bidder**", which expression shall, unless repugnant to the context) through an open competitive EOI process through the e-tendering system in accordance with the procedure set out in the EOI Documents.
- 1.2.2. Bidder shall be an entity registered under the Indian Companies Act 2013 or 1956 / Trust/ Cooperative Societies/ Partnership Firm/LLP/PROP/HUF and authorized training partner with National Skill Development Corporation (NSDC). Bidding Entity means a single entity which has been issued the EOI and which submits the EOI as a single entity pursuant to the EOI Documents. Consortium is not allowed.
- 1.2.3. The Successful Bidder, shall be responsible for the Project as per scope of work mentioned in Appendix II and may be invited for signing of an agreement with the Authority.
- 1.2.4. The statements and explanations contained in this EOI are intended to provide a proper understanding to the Bidders about the subject matter of this EOI and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in this EOI or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this EOI or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the EOI Documents including this EOI are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.2.5. The Authority shall receive the EOI through the e-tendering system www.mahatenders.gov.in of Government of Maharashtra and evaluate EOIs in accordance with the terms set forth in this document and other documents to be provided by the Authority pursuant to this EOI, as modified, altered, amended, reissued and clarified from time to time by the Authority (collectively the "**EOI Documents**"), and all EOIs shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of EOIs (the "**EOI Due Date**").

1.3. Details of the Bidding Process

- 1.3.1. The Authority has adopted a two stage process (referred to as the "**EOI Process**") for selecting Bidders for the award of the Project/Work. The EOI process shall comprise of first stage relating to **pre-qualification** of the Bidder and second stage will be **Evaluation of Qualification**. All the bids initially will be verified for **pre-qualification criteria**. The bidders selected/qualified in first stage shall be considered for **Evaluation of Qualification**. Prior to making a EOI, the Bidder shall pay to the Authority sum of **Rs 63400/- (Rupees Sixty Three Thousand Four Hundred only including GST), not returnable**, as the cost of the EOI document fee through the e-tendering system.
- 1.3.2. As part of the Bidding Process, the Bidders are being called upon to submit their EOIs in accordance with the terms specified in the EOI Documents. *The EOI bid shall be valid for a period of 90 days (Ninety days) from the EOI Due Date.*
- 1.3.3. The EOI Documents include this EOI document. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this EOI document, will be deemed to form part of the EOI Documents.

1.3.4. Under (the “**Qualification**”), the Bidders would be required to furnish all the information specified in this EOI.

1.3.5. A ranked list shall be prepared based on the results of evaluation. Third (three) ranked Bidder shall be retained till the signing of the Agreement with the top 2 Successful Bidders. Top 2 Bidders achieving the highest technical score shall be called “**Successful Bidder**”. And work order will be given to top 2 successful bidders. Initially planned work (courses) i.e 4000 trainings will be distributed equally (as far as possible) in top 2 successful bidders, on the basis of number of total trainees and not on the basis of total cost. It will be sole authority of Commissioner, NMC in distribution of courses and number of trainees. Successful bidder could not demand for specific courses or number of trainees. If there is need of additional number of trainings than initially planned then additional work may be allotted to any one of the successful bidder, it will be complete discretion of Commissioner, NMC (It will be applicable for extended period of 2 years too, if any). If there is only one successful bidder achieving required qualification then NMC may offer complete work to that agency.

1.3.6. After the identification of the top 2 Successful Bidders, the Letter of Award (LoA) would be issued to the Successful Bidders by the Authority. Within 10 (Ten) days from the date of issue of the LoA, the Successful Bidders shall send an acknowledgement agreeing to comply with the conditions set out therein and for the execution of the Agreement. The Authority will notify other Bidders that their Proposals have been unsuccessful, and their EOI Security shall be returned, without interest, after the signing of the Agreement with the Successful Bidders. The Successful Bidder shall have to enter into the Agreement within 21 (twenty one) days from the date of issue of the LoA. The Successful Bidder on the date of signing of the Agreement or before shall:

1. Furnish Performance Security (security deposit) 3% of the value of the contract by way of irrevocable Bank Guarantee issued by any nationalized/ schedule Bank in India or other method suggested by authority. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Performance Security shall be in favour of “**Nashik Municipal Corporation**”, drawn from a Bank in Nashik as required under the Agreement. 2% security deposit will be deducted from each running bill. Security deposit will be refunded after successful completion of work and application from TP, without any interest.

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, the Authority reserves the right to:

2. Call third ranked bidder; OR
3. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

1.3.7. Any queries or request for additional information concerning this EOI shall be submitted in writing through e-mail to the officer below at least a day before pre bid meeting day. The Bidders are required to submit their queries on this EOI (i.e. all parts of the EOI) as per Clause 1.4. The communications shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Bid for “**Selection of Private Entity <<TO**

CONDUCT SKILL DEVELOPMENT PROGRAM for Nashik Municipal Corporation".

E MAIL- dmc_sw@nmc.gov.in

Address:

Deputy Commissioner(Social Welfare)
Rajeev Gandhi Bhavan,Sharanpur
Nashik Municipal Corporation (NMC),NMC main
building 422002

- 1.3.8 A pre-bid meeting will be held in the office of Deputy Commissioner(Social Welfare), Rajeev Gandhi Bhavan ,Nashik Municipal Corporation,Nashik on DT.28/12/2023 AT 11.00 am.Maximum two representatives, with certificate of authorization of firm/agency/institute, will be allowed to participate in pre-bid meeting.Participation is not mandatory in pre bid meeting.

1.4. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

S. No.	Events	Timelines
1	Sale of EOI	From Dt.19/12/2023,04.00 p.m onwards till EOI Due Date
2	Last date of receiving queries	27/12/2023,11.00 a.m Email: dmc_sw@nmc.gov.in
4	Pre bid meeting Date and time	28/12/2023 at 11.00 a.m
5	Last Date and time of submission of the Bid i.e. Bid Due Date and Time	10/01/2024, 4.00 p.m
6	Opening of EOIs (Qualification) date and Time	11/01/2024,4.00 pm,If possible or it will be conveyed accordingly.

2. INSTRUCTIONS TO BIDDERS

2.1. General terms of Bidding

- 2.1.1. No Bidder shall submit more than one EOI for the Project. A Bidder shall apply individually only. Consortium is not allowed.
- 2.1.2. The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- 2.1.3. Notwithstanding anything to the contrary contained in this EOI, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft Agreement.
- 2.1.4. The Bid should be furnished in the formats as specified in the EOI and signed by the Bidder's authorized signatory. The Successful Bidder may be subsequently invited for award of the Project. The Bidders should note that the formats specified in the EOI have been provided for the convenience of the Bidders and may not exhaustively enumerate or describe various information required to be provided by the Bidders under the Bidding Documents. The Bidders should ensure that all the information required to be provided by it in terms of the Bidding Documents is included in its Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the EOI Documents.
- 2.1.5. The Bidder shall deposit a EOI Bid Security of **Rs 700000/- (Rs.Seven Lakhs only) i.e Earnest Money Deposit** through the e-tendering system for the Bid submitted ("**Bid Security**"). Which will be returned once tender process is done.
- 2.1.6. The Bidder in case of Bidding Company/firm should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.7. Any condition or qualification or any other stipulation contained in the EOI Bid which is inconsistent with the terms of the EOI Documents shall liable to rejection as a non- responsive EOI.
- 2.1.8. Supporting documents and printed literature furnished by the Bidder with the EOI may be in any other language if they are accompanied by appropriate translations of the pertinent passages in the English/Marathi language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English/Marathi, may not be considered. For interpretation and evaluation of the EOI, the English/Marathi language translation shall prevail.

- 2.1.9.** The currency for the purpose of the Bid shall be Indian Rupees only.
- 2.1.10. The Bidding Documents including this EOI and all attached or other documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a EOI in accordance with the Bidding Documents. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply mutatis mutandis to EOIs and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any document or any information provided along therewith.
- 2.1.11. The Proposals would be evaluated based on the details and data furnished in the EOI. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. The Authority reserves the right to verify any or all information submitted by the Bidder. The Authority's decision regarding any Bidder's eligibility or otherwise shall be final and binding and the Authority would be under no obligation to inform any Bidder, the grounds of such decision.
- 2.1.12. Bidders shall provide evidence of their continued eligibility; in accordance with the "Prequalification requirements" which is satisfactory to the Authority. The Authority may request additional information from the Bidder till signing of Agreement. A Bidder may be disqualified, if it is determined by the Authority, at any stage of the bidding process that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Prequalification requirement. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be provided within time frame period stipulated in such requests. If the Bidder is unable to provide the information within the stipulated timeframe then the Bidder may be disqualified.
- 2.1.13. To assist in the examination, evaluation, and comparison of Proposals, the Authority may, at its discretion, ask any Bidder for clarification. The Authority may utilize the services of any consultant or other advisor of the Bidder for the examination and evaluation of Bidders, Technical Offer and Financial Offer as per the due diligence process. However, clarifications if any required from Bidder, shall be in writing (typed and duly signed by authorized signatory) and shall be communicated by the Bidder to the Authority.
- 2.1.14. Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the "Preferred Bidder" has been announced. Any effort by a Bidder to influence the Authority or any of its consultants and/or advisors processing of Proposals or award decisions may result in the rejection of the Proposal.
- 2.1.15. The Authority or any of its consultants and/or advisors will check EOIs determined to be substantially responsive for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount in words will govern. In case of difference between original and copies, the information/data/EOI provided in the original would be considered correct and binding. Any such corrections made by the Authority shall be considered as binding upon the Bidder and will be duly notified to the Bidder in writing. If the Bidder does not accept the corrections in Bid, the Authority may reject the Proposal and forfeit the Bid Security.

- 2.1.16. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the EOI Security and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to the Authority under the EOI Documents and/or the Agreement or otherwise. Without limiting the generality of the above, determining the Conflict of Interest shall be the prerogative of the Authority.
- 2.1.17. A Bidder shall be liable for disqualification and forfeiture of EOI Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the EOI Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of EOI for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- 2.1.18. This EOI is not transferable and can only be used by the person to whom it has been issued.
- 2.1.19. Any award of Project pursuant to this EOI shall be subject to the terms of EOI Documents.

2.2. Cost of EOI

- 2.2.1. The Bidders shall be responsible for all of the costs associated with the preparation of their EOIs and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the EOI Process.

2.3. Site visit and verification of information

- 2.3.1. Bidders are encouraged to submit their respective EOIs after ascertaining baseline of assets, location, surroundings, climate, availability of power, and other utilities, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.
- 2.3.2. It shall be deemed that by submitting a EOI, the Bidder has:
- a. made a complete and careful examination of the EOI Documents;
 - b. received all relevant information requested from the Authority;

- c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.3.1 above;
 - d. satisfied itself about all matters, things and information including matters referred to in Clause 2.3.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.3.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Service Provider;
 - f. acknowledged that it does not have a Conflict of Interest; and
 - g. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.3.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to EOI, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.4. Verification and Disqualification

- 2.4.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the EOI or the EOI Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.4.2. Without prejudice to Clause 2.18.7, the Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- a. at any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the EOI.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the EOIs have been opened and the Successful Bidder gets disqualified/ rejected, then the Authority reserves the right to invite a Bidder amongst the qualified Bidders in the order of their rank.

2.4.3. In case it is found during the evaluation or at any time before signing of the Agreement or after their execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LoA or entering into of the Agreement, and if the Successful Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EOI, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Service Provider, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Service Provider. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement, or otherwise.

2.4.4. The Bidder acknowledges and agrees that provisions of this EOI which by their nature or subject matter are intended to survive the completion of the Bidding or to apply throughout the Contract Period shall continue to survive and bind the Bidders throughout the Contract Period.

2.5. The Bidder shall in its EOI provide all the information sought under the Bidding Document.

2.6. Clarifications

2.6.1. Bidders requiring any clarification on the EOI may notify the Authority in writing and e-mail in accordance with Clause 1.3.7. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.4.

2.6.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. The responses will be sent by e-mail. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification including within any specified time limit. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.6.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.7. Amendment of EOI

- 2.7.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the EOI by the issuance of an addendum to the EOI.
- 2.7.2. In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason the Authority may, in its sole discretion, extend the Bid Due Date.

A. PREPARATION AND SUBMISSION OF BIDS

2.8. Format and Signing of Bid

- 2.8.1. The Bidder shall in its EOI provide all the information sought under the Bidding Document. The Authority will evaluate only those EOIs that are received in the required formats and complete in all respects.
- 2.8.2. **The EOI and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink.** In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers.

2.9. Submission of Bid through e-tendering system

- 2.9.1. The Bidder shall submit the EOI only through the e-tendering system.

The EOI shall have to be prepared and submitted as described in this EOI. The EOI shall comprise Qualification.

Qualification: The Bidder shall submit the following through e-tendering system for qualifying for the Project.

- a. Payment of fee through e-tendering system towards purchase of EOI document;
- b. Payment of Bid Security (EMD) through e-tendering system;
- c. EOI Bid in the prescribed format (Appendix I and Appendix V) along with Annexes and supporting documents;
- d. Power of Attorney for signing of Bid in the format at Appendix-III;
- e. Anti-Collusion Certificate in the format at Appendix IV;
- f. Certified true copy of the incorporation/registration certificate of the EOI Bidding Entity; and
- g. A copy of the EOI document with each page initialed by the person signing the EOI Bid in pursuance of the Power of Attorney referred to in sub-clause (e) or (f) hereinabove, as applicable.

2.10. EOI Due Date

- 2.10.1. EOI Bids should be submitted **on or before the Bid Due Date** in the manner and form as detailed in the EOI Documents.

2.10.2. The Authority may, in its sole discretion, extend the EOI Due Date by issuing an addendum

2.11. Late EOIs

2.11.1. EOIs received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.12. Contents of the EOI

2.12.1. The opening of EOIs and acceptance thereof shall be substantially in accordance with the EOI Documents.

2.13. Modifications/ Substitution/ Withdrawal of Bids

2.13.1. The Bidder may modify/ substitute/ withdraw its Bid before the final submission through the e-tendering system, if system allows. No EOI shall be modified, substituted or withdrawn by the Bidder after the submission of the EOI.

2.13.2. Any alteration/modification in the Bid or additional information supplied subsequent to the EOI Due Date, unless the same has been expressly sought by the Authority, shall be disregarded.

2.14. Rejection of Bids

2.14.1. Notwithstanding anything contained in this EOI, the Authority reserves the right to reject any EOI and to annul the EOI Process and reject all EOIs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the EOIs, it may, in its discretion, invite all eligible Bidders to submit fresh EOIs hereunder.

2.14.2. The Authority reserves the right not to proceed with the Bidding Process or to modify the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reason.

2.15. Validity of Bids

2.15.1. ***The EOIs shall be valid for a period of 90 (ninety) days from the EOI Due Date.*** The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority, provided that the Successful Bidder shall extend the validity of the Bid until the execution of the Agreement.

2.16. Confidentiality

2.16.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the EOI Process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the EOI, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information

unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.17. Correspondence with the Bidder

- 2.17.1. Save and except as provided in this EOI, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any EOI.

B. EOI SECURITY

2.18. EOI Security

- 2.18.1. The Bidder shall furnish as part of its EOI, a EOI Security referred to in Clause 2.1.5 hereinabove through the e-tendering system.
- 2.18.2. The Authority shall not be liable to pay any interest on the EOI Security deposit so made and the same shall be interest free.
- 2.18.3. Any EOI not accompanied by the EOI Security shall be summarily rejected by the Authority as non-responsive.
- 2.18.4. The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, after execution of the Agreement by the Successful Bidder or earlier if decided by authority or when the EOI Process is cancelled by the Authority.
- 2.18.5. The Successful Bidder's Bid Security will be returned, without any interest, upon the Service Provider signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Successful Bidder shall extend the validity period of its Bid Security so as for it to be available until the execution of the Agreement.
- 2.18.6. The Authority shall be entitled to forfeit and appropriate the EOI Security as liquidated damages inter alia in any of the events specified in Clause 2.18.7 herein below and pursuant to other provisions of this EOI providing for a forfeiture of Bid Security. The Bidder, by submitting its Bid pursuant to this EOI, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its EOI or for any other default by the Bidder during the period of EOI validity as specified in this EOI. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.18.7. The EOI Security shall be forfeited as liquidated damages without prejudice to any other right or remedy that may be available to the Authority under the EOI Documents and/ or under the Agreement, or otherwise, under the following conditions:
- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this EOI;
 - b. If a Bidder modifies or substitutes (without the prior written approval of the Authority) or withdraws its EOI during the period of Bid validity as specified in this EOI and as extended in accordance with the terms of the Bidding Documents; or
 - c. In the case of Successful Bidder, if within the specified time limit –

- i. it fails to sign and return the duplicate copy of LoA;
- ii. refuses to sign the Agreement;
- iii. fails to provide the Performance Security in accordance with the Bidding Document;
- iv. the Successful Bidder fails or refuses to provide any documents required to be provided by it after its selection.

3. EVALUATION OF EOIs

3.1. Opening and Evaluation of EOIs

- 3.1.1. The Authority will examine and evaluate the EOIs in accordance with the provisions set out in this Section 3.
- 3.1.2. To facilitate evaluation of EOIs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid and such Bidder shall provide its response within the time period specified by the Authority in this regard.

3.2. Tests of responsiveness/Pre qualification

- 3.2.1. Prior to evaluation of EOIs, the Authority shall determine whether each EOI is responsive to the requirements of this EOI. EOI found responsive on following criterias i.e **pre qualification**, shall only be considered/qualified for second stage **evaluation of qualification**:
- Payment of fee through e-tendering system towards purchase of EOI document;
 - Payment of as specified EOI Security/EMD through e-tendering system;
 - It is received by the Bid Due Date including any extension thereof pursuant to Clause 2.10.2;
 - it is submitted as stipulated in Clauses 2.8 and 2.9;
 - it is accompanied by the Power(s) of Attorney as specified
 - it contains all the information (complete in all respects) as requested in this EOI and/or EOI Documents (and if formats have been specified, then in those formats);
 - it does not contain any condition or qualification; and
 - it is not non-responsive or inconsistent in terms of the EOI Documents.
 - It fulfills financial turnover capacity criteria as per 3.4.2.2
 - The Bidder must be authorized NSDC Training Partner
 - The Bidder must submit GST,EPF registration document with bid(If exempted attach relevant documents)
The bid not fulfilling above pre-qualification criterias will be rejected and will not eligible for second stage evaluation
- 3.2.2. The Authority reserves the right to reject any EOI which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such EOI.

3.3. Selection of Bidder

- 3.3.1. Subject to the provisions of Clause 2.14.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and Clause 1.3.5, shall be considered as the qualified for evaluation. In the event that the Authority rejects or annuls all the EOIs, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.3.2. The evaluation of Qualified EOIs shall be undertaken.

3.4. Evaluation

- 3.4.1. For the purpose of Qualification, the Bidder shall qualified in pre-qualification as per 3.2.1 and have minimum score as stipulated under Clause 3.4.3.1 of this EOI document.

3.4.2. Financial Capacity

3.4.2.1. The Turnover of the Bidder shall be assessed under this category.

3.4.2.2. Under this category, the Bidder shall have to demonstrate the following minimum Turnover/ (the “Financial Capacity”):

Minimum average annual Turnover of Rs. 2000000/- (Rupees Two Crores only) of the past 3 (three) Financial Years preceding the Bid Due Date(2020-21,2021-22,2022-23),Applicant is required to submit CA Certified copy of Audited financial statements/reports for the past 3 (three) financial years (2020-21,2021-22,2022-23) along with the Annex-II of Appendix-I.The Bidder having highest turnover will be given Preference in rank, if there is a tie between 2 institutes.

3.4.2.3. In computing the Financial Capacity of the Bidder under Clause 3.4.2.2 the Turnover of Associates would also be eligible hereunder

3.4.2.4. For purposes of this EOI, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

3.4.2.5. If the Bidder does not meet the minimum Financial Capacity as specified in Clause 3.4.2.2, then the Bidder shall be disqualified from the EOI Process and the EOI Security of the Bidder shall be returned as per Clause 2.18.4.

3.4.2.6. *In case the annual accounts for the last Financial Year 2022-23 are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) years preceding the year for which the audited annual report is not being provided.*

3.4.2.7. The Bidder must establish a minimum Turnover as specified in Clause 3.4.2.2, and provide details as per format at Annex-II of Appendix-I.

3.4.2.8. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest Financial Year of a Bidder, it shall ignore such Financial Year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) Financial Years, preceding its latest Financial Year. For the avoidance of doubt, the Financial Year shall, for the purposes of a Bid hereunder, mean accounting year followed by the Bidder in the course of its normal business.

Selection of Skill Training Service Provider to Conduct Skill Development Programs in Nashik

3.4.3. Evaluation of Qualification of qualified bidders

3.4.3.1. Bidders qualified in pre qualification stage ,shall be assessed under this category.
For qualifying under this category, the Bidder shall **score atleast 60 marks,in following criteria to qualify for the Project. Top two Bidders achieving the highest score will be selected as Successful Bidders.** In case of two Bidders achieving the same Scores i.e. tie Bidders, then the higher ranked Bidder shall be the one having higher Financial Capacity

Initially planned Work (courses) i.e 4000 trainings will be distributed in successful bidders,equally as far as possible(on the basis of number of trainees and not on the basis of cost),work distribution process will be sole discretion of Commissioner NMC,it could not be challenged. If there is any need of additional work,than initially planned, during initial 2 years,and extended period if any, then it may be allotted to any one of successful bidder.

Code(to be written on supporting document)	Criteria	Total Marks	Supporting Document
A: Organizational Competence:			
OC-1	Number of years of operation of the bidder(registered under government/government institution) in vocational training,till the date of issue of this EOI a) Operational between 1- 5 years = 3 marks b) Operational between,More than 5 years-10 years =07 marks c) Operational more than 10 years = 10 marks	10 marks	Certificate of Registration/Relevant document
OC-2	The Bidder office Central office(H.Q) Registered in Maharashtra = 10 Marks Registered office in Nashik City =05 Marks	15 Marks	Current Electricity Bill/Registered Rent,lease agreement/ Latest Property tax bill or receipt/Ownership document/GST registration document showing address (at least one)
B: Affiliation Status			
AS-3	The Bidder should be NSDC Training Partner Yes- = 20 marks No = 0 marks	20 Marks	NSDC Partner Certificate
AS-4	The Bidder should have Affiliated Training Partner of SSC a) Affiliated Training Partner of 0(zero) SSC= 0 marks b) Affiliated Training Partner of 1-2 SSC = 7 marks c) Affiliated Training Partner of 3 -5 SSC = 15 marks d) Affiliated Training Partner of More than 5 SSC = 20 marks	20 Marks	Certificate / Relevant Document
C: Training Capabilities			
TC-5	Bidder should have experience of having successfully completed the skill development training for the specified number of trainees during last five (5) years under any Central/Maharashtra Government-sponsored/authorised skill development training programs in Maharashtra, across all sectors: a) 2000 to 5000 = 10 marks b) 5001 to 10000 = 20 marks c) 10001 and more = 25 marks	25 Marks	Copy of Work Order(s) and Work done/Completion Certificate(s) (Both certificates will be necessary)
D: Approach and Methodology			
AM-6	Demonstration of approach and methodology (will be evaluated through a presentation made by the applicant before a committee of the Authority), the following parameters will be evaluated: a) Approach and methodology, focusing on managing theProject (5 marks) b) Training plan (3 marks) c) Proposed innovations (2 marks)	10 Marks	Presentation in English or Marathi(15 minutes)
	Total	100 Marks	

The Bidder should furnish the required specific information and evidence in support of its claim of Capacity, as per format at Appendix-V. Bidder should attach all documents with bid as mentioned in above chart. The Bidder shall specifically mention the code, as mentioned in above chart, on top side of supporting document in bold letters, for the respective criteria.

- 3.4.3.2. If the Bidder does not meet the minimum score, then the Bidder shall be disqualified from the EOI Process
- 3.4.3.3. The Bidder must be authorized NSDC Training Partner. Bidder will not be qualify without NSDC Partner registration for pre qualification
- 3.4.3.4 **The Bidder must submit GST, EPF registration document with bid (If exempted attach relevant document)** for pre qualification

3.4.4. Experience

- 3.4.4.1. Any entity which has been barred by the Central/any State Government/any Government Instrumentality, or any entity owned or controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.
- 3.4.4.2. A Bidder should, in the last 5 (five) Financial Years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor has been expelled, blacklisted from any project or contract by any public entity or Government Instrumentality nor have had any contract terminated by any public entity or Government Instrumentality for breach by such Bidder.
- 3.4.4.3. In addition to the documents submitted by the Bidders under Clause 3.4.4.4, the Bidders shall submit the certificate(s) from its statutory auditors or the concerned client(s) of the projects specified above.
- 3.4.4.4. The Bidders must provide the necessary information relating to experience as per format Appendix-VII. The credentials of eligible Bidders shall be measured in terms of their scores in experience.
- 3.4.4.5. The Authority, however, at all times retains the right to reject a Bid in cases where the Authority (in its sole opinion), considers the Bid materially inconsistent, deficient, technically unsound or unacceptable in any other respect.
- 3.4.4.6. The Bidders meeting the score as specified in Clause 3.4.3.1 shall be considered for the project.
- 3.4.4.7. If the Bidder does not meet the minimum Capacity as specified in Clause 3.4.3.1, 3.4.3.3 then the Bidder shall be disqualified from the Bidding Process and the Bid Security of the Bidder shall be returned as per Clause 2.18.4.

3.5. Issue of LOA and execution of the Agreement

3.5.1. Subsequent to the identification of the Successful Bidders, a letter of award (“**LoA**” or “**Letter of Award**”) would be issued to the Successful Bidders by the Authority. Within 10 (Ten) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and for the execution of the Agreement. The Authority will promptly notify other Bidders that their Technical Proposals have been unsuccessful and their Bid Security shall be returned, without interest, of the signing of the Agreement with the Successful Bidder. The Successful Bidder shall have to enter into the Agreement within 21 days from the date of issue of the LoA. The Successful Bidder on the date of signing of the Agreement shall:

1. Furnish the Initial Performance Security 3% of contract value by way of an irrevocable Bank Guarantee issued by a nationalised/ schedule bank in favour of **Nashik Municipal Corporation**, as required under the Agreement; and
2. Failure of the any Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, the Authority reserves the right to:
 - a) Call third ranked bidder; OR
 - b) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

3.5.2. Structure

- a. After the issue of the LoA by the Authority, the Bidding Entity shall execute the Agreement within the period prescribed in Clause 3.5.1 (unless such period is extended by the Authority).
- b. Upon or prior to such execution by the Bidding Entity it shall submit to the Authority the Performance Security in accordance with the Bidding Documents. The Successful Bidder shall bear all cost associated or related to the execution of the Agreement for the Project including but not limited to stamp duty, registration charges etc.

3.5.3. The Authority reserves the right to cancel the award in case the Successful Bidder fails or refuses to sign the Agreement and/or does not submit the Performance Security, and/or the other documents mentioned in the Bidding Documents.

3.6. Contacts during Bid Evaluation

3.6.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time The Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, in the LoA, the Agreement, the Authority may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LoA or the Agreement, or otherwise, if a Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Agreement, such Bidder or Service Provider shall not be eligible to participate in any tender or EOI issued by the Authority during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. MISCELLANEOUS

5.1 The Authority, in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:

- a. suspend, withdraw and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Bidder in order to receive clarification or further information;
- c. retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder;
- d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder
- e. amend, modify or reissue the Bidding Documents or any part thereof;
- f. to accept or reject any or all of the Bids; and/or
- g. include additional evaluation criteria or to modify the eligibility criteria for the further short-listing of person for issue of the Bidding Documents during the Bidding Process;
- h. to consider any variation in the Bid submitted by the Bidder provided such variation is as per the project scope, project structure and as per the terms and conditions of the EOI.

5.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.3 Various penalties will be levied for non compliance of standards like fake enrollment, non availability of authorized trainers, training not conducted on schedule etc. of the training. Details will be included in the agreement with successful TPs.

5.4 Successful bidder shall required to follow all existing provisions of relevant acts, rule and laws

Appendix I ANNEX-I

Details of Bidder

[On the letter head of the Bidding Entity]

- Original or copy No: _____ Dated: _____
1. (a) Name:
 - (b) State of incorporation:
 - (c) Address of the corporate/office headquarters (central office) and its branch office(s), if any:
 - (d) Address of Registered office in Nashik City, if any-
 - (e) Number of years of operation of the bidder (registered under government/government institution) in vocational training, till the date of issue of this EOI -..... Years.....Months
 - (f) Date of incorporation/registration and/or commencement of business (Please provide a true copy of the incorporation/registration/relevant certificate):
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in [this/these Project(s)]:
3. NSDC Training Partner From Date and other details if any- From Dt.....
4. Affiliated Training Partner, number of Sector skill councils (mention in numbers and words)-
.....SSCs
5. Experience of having successfully completed the skill development training of trainees during last five (5) years under any Central/Maharashtra Government-sponsored/authorised skill development training programs in Maharashtra, across all sectors (Number of Trainees)--
6. Details of individual(s) who will serve as the point of contact/communication for THE AUTHORITY:
- (a) Name:
 - (b) Designation:
 - (c) Entity Name:
 - (d) Address:
 - (e) Telephone number:
 - (f) E-Mail Address:

7 Particulars of the authorized signatory of the Bidder:

(g) Name:

(h) Designation:

(i) Address:

(j) Phone number:

8 A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past (5 years) is given below (Attach extra sheets, if necessary):

Yours faithfully,

(Signature, stamp, name and designation of the authorized signatory)

Appendix I ANNEX-II

Financial Capacity of the Bidder

(Refer to Clause 3.4 of the EOI)

(Declaration by Chartered Accountant on Letter head with his /her dated Sign and Seal)

To whomsoever it may concern

Based on audited financial statements, we hereby certify that (Name of Applicant) having registered office at (Office Address) has an average annual turnover of (Rupees) in the past three consecutive years (i.e.2020-21,2021-22,& and 2022-23) the details of the annual turnover are mentioned below.

Sr.No	F.Y	ANNUAL TURNOVER Rs.
1	2020-21	
2	2021-22	
3	2022-23	
AVERAGE ANNUAL TURNOVER OF ABOVE THREE YEARS Rs.		

(Chartered Accountant)

Signature:

Name:

Registration No:

Contact No:

Seal:

Date:

1. The Bidder shall attach CA certified copies of the balance sheets, audited financial statements, and Annual Reports for 3(three) years (2020-21,2021-22,2022-23) preceding the Bid Due Date.
2. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 3.4.
3. The Bidder shall provide an CA Certificate specifying the Turnover of the Bidder and also specifying the methodology adopted for calculating such Turnover in accordance with Clause 3.4 of the EOI document in the following format

APPENDIX I ANNEX-III

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Original or copy No:

Ref. Date:

To,

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the EOI.

We have agreed that(insert individual's name) will act as our representative and has been duly authorized to submit the EOI. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

*Please strike out whichever is not applicable.

APPENDIX – II
Scope of Work

The appointed entity would be required to carry out the following activities within stipulated timelines which shall be decided by NMC. The following is the broad scope of work for TP if they are sanctioned work under. Detailed scope of work shall be incorporated into the Agreement signed between NMC and the TP prior to execution of work.

I. Mobilization of Trainees

- a. Prior to initiation of training, ground-level mobilization must be done by TP at their own cost.
- b. Mobilization should be accompanied by counseling wherein TP are expected to provide trainee with all possible information on the nature of work in the sector/trade, risks involved, with the aim of helping trainee and their families make informed choices.
- c. For the purpose of registration, TP has to collect trainee's Aadhaar card photocopy, qualification document, residential proof like ration card/light bill/rent agreement/property tax bill or receipt/water tax bill or receipt or any other address document instructed by Commissioner NMC (any one), along with passport size photograph with self-attestation.

II. Training

- a. TP has to create a batch of maximum 30 trainees or as decided by the NMC for conduction of skill development training.
- b. TP has to develop the course curriculum as per course standard of NSDC and submit the class schedule, trainee list to NMC and take NMC approval for the same and accordingly conduct the classes. NMC reserves right to issue guidelines regarding selection of course trainees, it will be mandatory for TP.
- c. Attendance must be collected and submitted the same to NMC while submitting the invoices for the work done. NMC officials will verify attendance at any time.

III. Assessments & Certification

- a. TP must conduct the independent assessment, of trainee after completion of training by a NSDC recognized third-party agency.
- b. TP should also conduct regular internal assessment in the form of quizzes, assignments, and tests to develop the learning habit among trainees.

IV. Training Venue & Training Material

- a. TP should arrange for on-site training venue where women may feel convenient to attend the training program (including slums)
- b. Provide participants with academic notes and kits as per job roles.
- c. Manage venue preparation to the required training standards and technology requirements.
- d. Training delivery equipment such as projectors, speakers, mikes, classroom infrastructure, etc.
- e. Other required infrastructure and furniture as per norms
- f. Travel and other logistics arrangement for delivering the project

V. Others

- a. Submission of all the requisite documents as decided by NMC unfliningly.
- b. The TP shall be responsible for all aspects of the training including center readiness, quality of training delivery, assessment and certification, and outcomes required from training.

- c. Not more than 1 (One) courses per candidate shall be given during the year, approval of NMC will be mandatory for second course. Both TPs will communicate to follow this condition, if needed.
- d. Group photos of all batches to be taken.
- e. TP shall submit batch-wise details of trainees in the format decided by NMC in excel physically and email.
- f. Persons deployed as trainers by the TP must be competent, authorised instructors.
- G. TP shall sign the agreement accepting the additional terms and conditions of the NMC

APPENDIX – III: Power of Attorney for signing of Bid

(Refer Clause 2.1.6 of the EOI)

Know all persons by these presents, [I (name of the entity) incorporated under the laws of India and having its registered office at [] **“Entity”**] do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the **“Attorney”**) to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our _____ pursuant to the EOI dated [] (**“EOI”**) issued by the **Nashik Municipal Corporation** (the **“the Authority”**) and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the **Nashik Municipal Corporation** .

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

Capitalized terms not defined herein shall have the meaning assigned to them under the EOI.

IN WITNESS WHEREOF,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2....

For

(Signature)

(Name, Title and Address)

Witnesses:

(Notarized)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX IV

Anti-Collusion Certificate, self declaration

(Refer Clause 2.9.1 (e) of the EOI)

(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its subsequent amendments thereof.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

We further confirm that we fulfill the conditions in 3.4.4.1 and 3.4.4.2 in this EOI document.

We hereby confirm that we are aware of the provisions of section 10 and other relevant sections of Maharashtra Municipal Corp. Act and solemnly state that we fulfill the conditions as per provisions of the act.

We are aware that above information if found untrue or false we shall be liable to be disqualified and EMD will be forfeited by NMC and contract can also be terminated with all its concurrences.

We certify and confirm that all the information, documents submitted with the EOI are true and correct if found untrue or false we shall be liable to be disqualified and EMD will be forfeited by NMC and shall be eligible for legal action as per existing laws.

Dated thisDay of, 2022

.....
(Sign, Name, address of the Bidder)

.....
(Signature of the Bidder)

.....
(Name, sign, address of the Authorised Person)

.....
(Name sign address of the witness)

APPENDIX V

Experience of the Bidder
(Refer to Clause 3.4.4 of the EOI)

Item	Particulars of the Project
Title & nature of the project	
Name,address of the client	
Skill development program/scheme, name/details, sponsored /authorized by central/Maharashtra state government	
District name/Location	
Number of trainees (training completed)	
Date of commencement of project	
Date of completion	

Instructions:

1. Work orders and Completion certificates from concern authority of the relevant program should be submitted.
- 2. A separate sheet should be filled for each project.**
3. Particulars such as name, address of client should be provided.

**Appendix VI
Payment Terms**

a. Cost per candidate:

List of finalized sectors as per the cost category prescribed in the Common Norms Notification 5th Amendment issued by the Ministry of Skill Development and Entrepreneurship on 01 January 2021*:

Cost for Category I	Rs.49.00 per hour per trainee
Cost for Category II	Rs.42.00 per hour per trainee
Cost for Category III	Rs.35.00 per hour per trainee

Note:

- Cost of Third-Party assessment per trainee as per NSDC norms should be borne by training provider. NMC will not pay separately for the same.
- If any taxes are applicable on above cost then it will be borne by TP. Common norms guidelines will be referred for it.
- The rates stated above are applicable for two years and can be revised as per rate revision, if any, by common norms issued by Ministry of Skill Development and Entrepreneurship after initial 2 years.

b. The funds shall be released as per the following schedule:

Instalment and % of cost	Output parameter
1st installment: 90%	After completion of training, assessment, certification. On the basis/number of successful certification of trainees (Issued by NSDC authorized assessment agency) received by NMC.
2nd Installment: 10%	On submission of employment/self employment documents of at least 50% number of respective course within one year from certification date. If it is less than 50% then 10% installment will be released only for that number of trainees.

Appendix- VII

Courses identified by NMC as Follows:

Sr.No	Sector	Course Name	Cost Category	Q P code	Tentative beneficiary
1	Beauty& Wellness	Assistant Beauty Therapist	2	BWS/Q0101	500
2	Beauty& Wellness	Assistant Hair Dresser & Stylist	2	BWS/Q0201	500
3	Apparel	Self Employed Tailor	1	AMH/Q1947	500
4	Apparel	Fashion Designer	1	AMH/Q1201	200
5	Management	Unarmed Security Guard	2	MEP/Q7101	200
6	Medical & Nursing	General Duty Assistant	2	HSS/ Q5101	100
7	Medical & Nursing	Associated Store	2	LFS/ Q0604	100
8	G & J	Jwellery Retail Sales Associate	3	G&J/ Q6802	100
9	Domestic Workers	General Housekeeper	2	DWC/Q0102	100
10	Hospitality	Front Office Associate	2	THC/ Q0102	200
11	Contruccion	Assistant Electrician	1	CON/Q0602	200
12	Telecom	Handheld Devices (Handset & Tablet) Technician	2	TEL/ Q2201	100
13	Electronics	Mobile Phone Hardware Repair Technician	1	ELE/ Q8104	100
14	Information & Communication Technology	Web Developer	2	SSC/Q0503	100
15	Electronics	Field Technician: Other Home Appliances	1	ELE/ Q3104	100
16	Automotive	Four / Two Wheeler Service Assistant	1	ASC/ Q1423	100
17	Capital Goods	CNC Operator Turning	1	CSC/ Q0115	100
18	Automotive	Electric Vehicle Service Lead Technician	1	ASC/ Q1424	50
19	Food Processing	Multi Skill Technician (Food Processing)	1	FIC/ Q9007	200
20	Management & Entrepreneurship	Receptionist	3	MEP/ Q0204	200
21	Beauty& Wellness	Yoga Trainer	2	BWS/ Q2203	250

Note: NMC can update / change/add the above course list, course hours,beneficiary number as per the requirement.

**DEPUTY COMMISSIONER
SOCIAL WELFARE DEPARTMENT
NMC,NASHIK**

**ADDITIONAL COMMISSIONER(CITY)
NMC,NASHIK**

**COMMISSIONER
NMC,NASHIK**