

**NATIONAL POWER TRAINING INSTITUTE
CORPORATE OFFICE
FARIDABAD**

No. NPTI/CO/BDD/Eoi-Corrigendum-3/2022

Date: 31.08.2022

CORRIGENDUM No. 3

**Subject: Amendment of last date of submission and opening of
Expression of Interest for empanelment of consultants –reg.**

The last date of submission and opening of Expression of Interest for empanelment as Consultants to work jointly with NPTI on revenue sharing basis for generating and/or undertaking /executing Training & consultancy assignments in Power Sector or any other Infrastructure sector vide Tender Reference No. NPTI/HQ/Consultancy/EOI-2022 & Tender ID 2022_NPTI_704178_1 is amended and the new dates are as under;

Last date of bid submission - September 12, 2022, 6.00 PM

Opening of Bids - September 14, 2022, 11.00 AM

All others terms, conditions and deadlines etc. will remain same.

M.K.
31-8-2022
(M.K. Jha)
Dy. Director

**NATIONAL POWER TRAINING INSTITUTE
(Ministry of Power, Govt. of India)**

**INVITATION FOR
EXPRESION OF INTEREST (EOI)
FROM POWER SECTOR CONSULTANTS**

FOR

Expression of Interest Document for empanelment of Consultants to work jointly with NPTI on revenue sharing basis for generating and/or undertaking /executing Training & consultancy assignments in Power Sector or any other Infrastructure sector

July 2022

CONTENTS

S. No.	Description	Page No.
1.	Invitation for EOI	3-4
2.	Notice Inviting EOI	5-8
3.	Letter of Invitation	9-10
4.	Instructions / Special Instructions to Bidders	11-24
5.	Standard Forms	25-37
6.	Annexures to the EOI	38-47
	Annexure 1 – Areas of Work for Future Proposed Assignments	39-40
	Annexure 2 - Areas of Work for Experience Requirement of the Bidder	41-42
	Annexure 3 – Format for Consortium Agreement Not applicable	43-44
	Annexure 4 – Proforma for Bank Guarantee	45-46
7.	Draft Consulting Contract and Appendix A to E	47-66

INVITATION FOR EOI

NATIONAL POWER TRAINING INSTITUTE (NR)
(Ministry of Power, Govt. of India)
An ISO 9001 & ISO 14001 Organization
NPTI Complex, Sector-33
Faridabad-121003, India
Tel: 0129-2274916, 17
www.npti.gov.in

Tender No: NPTI/HQ/Consultancy/EOI-2022

INVITATION FOR EOI FOR SELECTION OF CONSULTANT

National Power Training Institute (NPTI) intends to invite “Expression of Interest (EOI)” from interested Consultants /Organizations, having minimum pre-qualifications criteria / experience in Training /Consultancy Services, especially in the areas of Power Sector to market, generate business and/or undertake/execute those assignments should it chose to do, jointly with NPTI. NPTI intends to empanel such qualified and competent agencies/consultancy firms for a period of three years.

For eligibility, selection criteria and scope of work/working approach, interested consultants may visit our website <http://www.npti.gov.in> or <https://www.eprocure.gov.in/>

EOI Documents can be downloaded from our website or Central Public Procurement Portal. The EOI documents has to be submitted online through CPP Portal & same shall be opened at 11.00 hrs on 23.08.2022 in presence of the bidders or their representatives, who choose to remain present.

Principal Director
NATIONAL POWER TRAINING INSTITUTE
NPTI Complex, Sector-33
Faridabad-121003
Website: www.npti.gov.in

SECTION-1

NOTICE INVITING EOI

(E-Tendering Mode Only)

NATIONAL POWER TRAINING INSTITUTE

(Under ministry of Power, Govt. of India)
NPTI Complex, Sector-33, Faridabad-121003

SECTION – I (Bid Reference)

DOMESTIC COMPETITIVE BIDDING
(Through online open Tenders)

TENDER NO. NPTI/HQ/Consultancy/EOI-2022

DATED: -07-2022

SECTION-1
NOTICE INVITING TENDER
Critical Data Sheet

Name of Work	Expression of Interest for empanelment of Consultants to work jointly with NPTI on revenue sharing basis for generating and/or undertaking /executing Training & consultancy assignments in Power Sector or any other Infrastructure sector.
Earnest Money Deposit	Rs. 60,000/- (in the form of Demand Draft/Banker's Cheque/Bank Guarantee format attached as Annexure-4) Exemption from submission of EMD: a. Parties registered with any of the following agencies/bodies as per Public Procurement Policy for Micro & Small Enterprises(MSE) Order 2012 are exempted categories from payment of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on closing date of tender . Bidders who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on closing date of tender are not eligible for exemption. i. District Industries Centre(DIC) ii. Khadi and Village Industries Commission (KVIC) iii. Khadi and Village Industries Board iv. Coir Board

	<p>v. National Small Industries Corporation(NSIC)</p> <p>vi. Directorate of Handicraft and Handloom</p> <p>vii. Udyog Aadhar Memorandum (UAM)</p> <p>viii. Any other body specified by Ministry of MSME.</p> <p>Note: Against UAM, copy of acknowledgement generated online shall be acceptable.</p> <p>A copy of the EMD instrument or Notarized exemption certificate in case of exempted categories shall be uploaded along with clear scanned copies of required documents to substantiate the claim towards their credentials along with the tender documents in the appropriate link.</p> <p>Tenderers not paying EMD or non- submission of valid exemption certificate on or before tender submission end date and time will be summarily rejected.</p>
Uploading/Publishing date of EOI on website	01-08-2022
Document Download Start date & Time	01-08-2022, 5.00 PM
EOI Submission Start date & Time (through CPP Portal)	02-08-2022, 11.00 AM
Pre-Bid Meeting	08-08-2022, 11.30 hrs, Board Room , NPTI Faridabad
Last Date of submission of EOI	22-8-2022, 6.00 PM
Time and Date of Opening of EOI	23-08-2022, 11.00 AM
Place of Opening of EOI	Board Room, NPTI Faridabad
The tender documents can be downloaded from	https://eprocure.gov.in/eprocure/app www.npti.gov.in
Tender documents can be submitted at online	https://eprocure.gov.in/eprocure/app
Hard copy	Hard copy of bid document along with physical instruments, should reach us by Tender opening Date/Time.
Address for submission of Hard copy	Principal Director National Power Training Institute NPTI Complex, Sector-33, Faridabad-121003

	Ph-0129-2274916, 17 www.npti.gov.in
Contact Person	Deputy Director (Consultancy), NPTI Faridabad, (M)-9717244410, mkjha.npti@gov.in
Note: The Companies approved in this Empanelment would be eligible to work in any institute of NPTI across India.	

SECTION-2
LETTER OF INVITATION

SECTION-2 - LETTER OF INVITATION

SUBMISSION OF EXPRESSION OF INTEREST (EOI)

Subject: Expression of Interest Document for empanelment of Consultants to work jointly with NPTI on revenue sharing basis for generating and/or undertaking / executing Training & consultancy assignments in Power Sector or any other Infrastructure sector

Dear Sir,

1. National Power Training Institute, (hereinafter called "NPTI"), is a National Apex Body of the Govt. of India, Ministry of Power invites proposals for **Expression of Interest Document for empanelment of Consultants to work jointly with NPTI on revenue sharing basis for generating and/or undertaking / executing Training & consultancy assignments in Power Sector or any other Infrastructure sector**". More details on the services are provided in the Terms of Reference. NPTI intends to empanel consultant(s) to work jointly with NPTI for which this Expression of Interest (EOI) is issued.
2. The EOI includes the following documents:
 - Section 1 – Notice Inviting EOI
 - Section 2 - Letter of Invitation
 - Section 3 - Instructions to Bidders
 - Section 4 - Standard Forms
 - Section 5 - Draft Consulting Contract
3. EOI Documents can be downloaded from our website or Central Public Procurement Portal. The EOI documents can be submitted online through CPP Portal and also in hard copy to the undersigned and same shall be opened at 11.00 hrs on 23.08.2022 in presence of the bidders or their representatives, who choose to remain present.

Thanking you,

Yours faithfully

Principal Director
National Power Training Institute
Faridabad-121003

Encl: As above

SECTION-3
INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

FOR

Expression of Interest Document for empanelment of Consultants to work jointly with NPTI on revenue sharing basis for generating and/or undertaking and/or executing Training & consultancy assignments in Power Sector or any other Infrastructure sector

1.0 INTRODUCTION

National Power Training Institute (NPTI), an ISO 9001 & ISO 14001 organization, is a National Apex body for Training and Human Resources Development in Power Sector with its Corporate Office at Faridabad. NPTI is continuing its dedicated service for the last four decades.

NPTI operates on an all India basis through its Units in different zones of the country located at Faridabad, Neyveli (1965), Durgapur (1968) Badarpur - New Delhi (1974), Nagpur (1975), Centre for Advanced Management and Power Studies (CAMPS) - Faridabad (2000), North-Eastern Regional Institute - Guwahati (2003), Hydro Power Training Institute (HPTI) - Nangal (2006), Power Systems Training Institute (PSTI) - Bangalore (1972) and Hot Line Training Centre (HLTC) also at Bangalore (1974). The Institutes of NPTI are well equipped with Hi-Tech infrastructural facilities for conducting different courses on technical as well as management subjects covering the needs of Thermal, Hydro, Transmission & Distribution Systems, and Energy related fields of the Indian Power and allied Energy sectors.

2.0 SCOPE OF WORK

The purpose of this empanelment process is to select Bidders (Consultants) to work jointly with NPTI on revenue sharing basis for Marketing, Business Generation and/or undertaking /executing Training & consultancy assignments in Power Sector or any other Infrastructure sector.

The empanelled consultant will be responsible for Marketing, Business Generation and/or undertaking /executing/delivering Training & consultancy assignments in Power/other sectors including but not limited to Power Generation, Transmission, Distribution sectors or any other infrastructure sector. It shall also include Marketing, Business Generation for International/National Sponsored Training programs, Corporate Sectors training programs, Institutional training programs (Universities/Colleges) etc. In this model, the Successful bidder (empanelled consultant) will do marketing, bring business and/or undertake and/or execute the same. The revenue sharing will be done in the following fashion;

Model No.	Nature of service provided by the consultant as established by supporting documents	Revenue sharing with consultant (in percentage)	Remark
1.	Marketing and business generation (Other than open tenders)	(a)10 percent for training business. (b)5 percent for all other business except	1. For the awarded assignment, the concerned consultant will additionally earn

		training.	<p>first right of refusal to undertake or execute the work, if NPTI decides to outsource that particular assignment and it will automatically come under Model-2 should the consultant choose to undertake.</p> <p>2. If the consultant does not accept the work, the expenses related to the project shall not be his responsibility.</p> <p>3. The payment will be released to the consultant after the same is received from the client. GST will be released on proportionate basis.</p>
2.	Marketing, Business Generation, undertaking and executing the entire project on their own	80	<p>1. NPTI will not be involved in anything other than accepting award of work and raising the bills.</p> <p>2. All the project expenses shall be borne by the consultant.</p> <p>3. EMD, B.G., security deposit including any security declaration etc shall all be the responsibility of the consultant.</p> <p>4. The Payment will be released to the consultant once the same is received from the client end. GST will be released on proportionate basis.</p>

3.	Accepting and executing the assignment	<p>(a) Rate will be finalized by internal bidding among empanelled consultants having relevant experience and most substantive proposal will be accepted.</p> <p>(b) Bidding value from the eligible bidders (Empanelled consultants with relevant experience) shall be limited to 75% of the cost of the project.</p> <p>(c) NPTI reserves the right to reject any or all of the proposals received in this regard.</p>	<p>1. This project will be normally won by NPTI on its own, or the consultant which has generated the business refused to execute the same.</p> <p>2. All the project expenses including B.G/CPG shall be borne by the awarded consultant.</p> <p>3. The payment shall be released to the consultant after the same is received from the client. GST will be released on proportionate basis.</p>
4.	Bringing an International/National tender/RFP to NPTI's notice, and after affirmation in writing from NPTI's end, help NPTI in participation / preparation / submission of the same and follow up including preparing replies to client's queries upto the award of the same to NPTI.	<p>(a) 10 Percent for marketing.</p> <p style="text-align: center;">OR</p> <p>(b) The consultant will have the choice to go through Model No.2, incase NPTI chose to outsource the work.</p> <p><i>The decision of NPTI in the regard will be final and binding on the consultant.</i></p>	<p>1. In case of (a) project expenses shall not be consultant's responsibility</p> <p>2. In case of (b) all the project expenses including B.G/CPG etc shall be borne by the consultant.</p> <p>3. The payment shall be released to the consultant after the same is received from the client. GST will be released on proportionate basis.</p>
5.	Any other service rendered by the consultant duly supported by documents.	Director General of NPTI or its authorized subordinates may decide to put it under any of the Model listed above either in full or in partial form proportionately, based upon the request received from the respective consultant or reject it altogether.	In case, the efforts of consultants being listed fully in any Model, respective rules and regulation shall apply along with the condition of project expenses including B.G/CPG. If 1. In partial form, revenue sharing will be done in that

		<i>NPTI's decision shall be final and binding in this regard.</i>	<p>proportion of the particular model and project expenses including B.G / CPG shall be borne by the consultant in that same proportion.</p> <p>2. The payment shall be released to the consultant after the same is received from the client. GST will be released on proportionate basis.</p>
6.	<p>Supply of Manpower towards consultancy assignments including bid processing against demand raised by NPTI.</p> <p>(Consultant need to quote their man power rate as per Form6).</p>	Payment will be done on Man days basis	After completion of the work the consultant will raise bill and payment is to be released within 4 weeks time.

3.0 ELIGIBILITY CRITERIA

Sr. No.	ELIGIBILITY CRITERIA	Documents Required to be Submitted in EoI
1.	<p>The Applicant must be a Proprietorship Concern / Company registered under Indian Company Act, 1956/ Firm registered under the partnership Act 1932/Society registered under Societies Act, 1860/Autonomous bodies or any other venture not covered above.</p> <p>The agency should have valid registration with appropriate statutory authorities as required under law. A copy of all such registrations such as Incorporation Certificate, MOA, PAN and Service Tax, etc. must be enclosed.</p>	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation; and Copy of GST Registration Certificate, PAN etc.

2.	The agency should possess the essential infrastructure, facilities and technical expertise and should have on its payroll at least 20 Technical employees.	List of technical experts. • The bidder has to give an undertaking on its letter head that it has the necessary infrastructure and expertise to handle this project and shall not outsource this project to a third party.
3.	The firms having black-listed/ debarred in participating in any procurement activities by any State or Central Government or any other govt. organization in India are not allowed to bid.	Undertaking to this effect shall be submitted by the bidder on his letter head that the agency has not been blacklisted / debarred from participating in tender/bids by any State or Central Govt. organization in India.

The Consultant to be engaged are expected to perform all required jobs, studies, analysis and prepare documents/reports necessary to achieve satisfactorily the objectives of the proposed assignments. These activities shall be carried out in due consultation with NPTI, which will be the nodal agency for facilitating the assignment. **Annexure 1** specifies the broad areas of work for proposed future assignments.

4.0 SUBMISSION OF PROPOSALS

The proposals shall be submitted through CPP Portal only in one part and shall contain details as prescribed in various formats in this EOI. The EOI of the Bidders will be opened online at 11.00 hrs on 23-08-2022 in the presence of such bidders or their authorized representatives who would like to attend the Bid Opening.

5.0 SELECTION / QUALIFYING CRITERIA

5.1 The Technical Proposals will be evaluated based on the firm's relevant experience as detailed below:

S. No	Criteria
	Average Annual Financial Turnover (Form 2)
A	The Bidder (Lead Consultant) should have an average annual financial turnover of at least Rs. 100 lakhs during the last three years, ending 31st March 2021.
B	Successful completion of Assignment (Form 2)
	The Bidder must have adequate experience in successfully completed similar works (related to areas indicated in Annexure 2 during the last ten

	years as per the following criteria:
B1	3 similar works completed of costing not less than Rs. 50 lakh Or
B2	2 similar works completed of costing not less than Rs. 65 lakh Or
B3	1 similar work completed of costing not less than Rs. 100 lakh The Bidder must provide relevant LOI/completion certificates to claim the above credentials.
C	Qualification, experience & competency of Key personnel (Form 3)
	Minimum qualification, experience & competency of key personnel that the bidder must possess:
C1	Technical Experts (2 Nos.) should at least be Graduate in Engineering or equivalent, with at least 15 years of total experience and should be full time employees of the Consultant.
C2	Financial experts (2 Nos.) should at least be CA/ICWA/MBA (Finance) or equivalent with 05 year experience, and should be full time employees of the Consultant.
C3	Legal Expert of Bidder should at least be a LLB or equivalent with at least 10 years of total experience.
C4	Atleast 15 more technical/professional staff (Engineer/Diploma Holders/ITI/supervisors) over and above 5 experts.

Bidders who meet the above criteria after evaluation will be informed and will be called for negotiation on a suitable date. EMD of bidders, who fails to qualify, shall be returned after evaluation.

6.0 SIGNING OF FORMAL CONTRACT AGREEMENT AND ITS TENURE AND MINIMUM BUSINESS TURNOVER / EXECUTION TURNOVER

In the event of an empanelment, the successful Bidder shall be required to enter into a Contract Agreement with NPTI within 15 (Fifteen) days from the date of the Letter of Intent (LoI) or within such extended time as may be granted by NPTI. The empanelment will be for a period of three years which may be extended on yearly basis depending on performance/ requirement.

7.0 CONTRACT PERFORMANCE GUARANTEE

In the event of empanelment, the successful Bidder, within fifteen days of receipt of the Letter of Intent (LOI) from NPTI, will be required to arrange Performance Guarantee in the form of a Bank Guarantee (BG) equivalent to Rs. 3,00,000/- (Rupees Three Lakhs Only). The BG shall be as per proforma provided as part of the Draft Contract (**Appendix – C of the Contract**). However CPG/Performance Bank Guarantee is exempted for Govt. Institutions. After submission of CPG (exempted for eligible firms) and signing of contract agreement, Letter of award of empanelment will be issued to such agencies/consultants.

8.0 VALIDITY OF BID

Bidders have to keep their bids valid upto 120 days from the date of closing of the Bid Document.

9.0 EARNEST MONEY DEPOSIT:

Along with response to the EOI, the Bidders must also submit an Earnest Money Deposit of INR 60,000.00 (Rupees Sixty Thousand Only) in the form of Demand Draft, Banker's Cheque or a Bank Guarantee in favour of NPTI payable at Faridabad. The form for Bank Guarantee is provided in **Annexure 4**. However EMD is exempted for Govt. Institutions.

Bids received without Earnest Money Deposit will be rejected outright. The Earnest Money Deposit will be refunded to the successful Bidder, after signing of the Contract.

The Earnest Money Deposit of all unsuccessful Bidders shall be returned within thirty (30) days of acceptance of the successful bidder.

All those bidders who have been issued the LOI but do not submit the CPG of Rs 3.00 Lakhs nor sign the contract agreement with NPTI shall not be issued the Letter of Award and their EMD will be forfeited.

Exemption from submission of EMD: a. Parties registered with any of the following agencies/bodies as per Public Procurement Policy for Micro & Small Enterprises(MSE) Order 2012 are exempted categories from payment of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on close date of tender.

Bidders who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.

- i. District Industries Centre(DIC)
- ii. Khadi and Village Industries Commission (KVIC)
- iii. Khadi and Village Industries Board
- iv. Coir Board
- v. National Small Industries Corporation(NSIC)
- vi. Directorate of Handicraft and Handloom
- vii. Udyog Aadhar Memorandum (UAM)
- viii. Any other body specified by Ministry of MSME

Note: Against UAM, copy of acknowledgement generated online shall be acceptable.

A copy of the EMD instrument or Notarized exemption certificate in case of exempted categories shall be uploaded along with clear scanned copies of required documents to substantiate the claim towards their credentials along with the tender documents in the appropriate link.

Bidder not paying EMD or non- submission of valid exemption certificate on or before tender submission date and time will be summarily rejected.

10.0 INFORMATION TO BE SUBMITTED IN THE PROPOSALS

The Proposals will be evaluated according to criteria given in the letter of invitation and should include the following information:

- a) Earnest Money Deposit
- b) Supporting documents in respect of Average Annual Financial Turnover of the Bidder and Successful completion of the Assignments (Form 2)
- c) Relevant past experience on assignments / projects of similar nature executed during the last 10 years including documentary evidence as per **Annexure 2**.
- d) Minimum qualification, experience & competency of key personnel (including legal support) that the bidder must possess. (Form 3).
- e) Declaration of Undertaking including declaration that it is not blacklisted (Form 4)
- f) A brief description of the firm - Form 5
- g) A copy of PAN card and GST Registration of the firm.
- h) Copy of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the bidder under this contract. In case the bidder is exempted from obtaining such Registration or approval or other order from the Labour Commissioner, it will be required to produce an Affidavit duly signed by the Principal Officer or the Authorized signatory on behalf of the bidder that is it is so exempted or not required to obtain any such Registration or approval or other order from the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the bidder under this contract.
- i) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.
- j) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
- k) Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved.

11.0 Incentive: Incentive will be payable / awarded to the consultant on yearly performance basis as per the details given below:

Sr. No.	Business Volume	Incentive @ % of Business Volume
1.	From Rs. 100 Lakhs to Rs. 200 Lakhs	1% (One Percent)
2.	From Rs. 201 Lakhs to Rs. 300 Lakhs	2% (Two Percent)
3.	From Rs. 301 Lakhs to Rs. 400 Lakhs	3% (Three Percent)
4.	From Rs. 401 Lakhs to Rs. 500 Lakhs	4% (Four Percent)
5.	From Rs. 501 Lakhs and above	5% (Five Percent)

12.0 Annual Performance Review: NPTI would review the performance of the consultant on regular basis and reserves the right to cancel the empanelment of a consultant upon unsatisfactory business performance anytime during pendency of Contract agreement.

13.0 Sublet of Consultancy Work: The bidder cannot sublet the work awarded by NPTI to any other agency during pendency of the Contract Agreement.

14.0 NPTI reserves the right, without prejudice to any other remedies, to reject the bid forthwith if the bidder has engaged in corrupt or fraudulent practices or is found to have misrepresented the facts or has provided false information/documentation.

15.0 NPTI reserves the right to cancel the tender altogether and/or accept/reject any or all the offers/proposals without assigning any reason thereof.

16.0 ADDRESS FOR SUBMISSION OF BIDS

Principal Director
National Power Training Institute
NPTI Complex, Sector-33, Faridabad-121003
Ph-0129-2274916, 17
www.npti.gov.in

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-SUBMISSION of EOI

General:

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders' (GIB), as given in Section-3 of the Tender Documents. Submission of EOI only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, NPTI has decided to use the (<https://www.eprocure.gov.in/eprocure/app>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications, Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

Instructions:

1. Broad outline of activities from Bidders Perspective:

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on NIC's (National Informatics Centre) Central Public Procurement Portal (CPPP)
- c. View Notice Inviting Tender (NIT) on CPPP
- d. Download Official Copy of Tender Documents from CPPP
- e. Clarification to Tender Documents on CPPP Query to NPTI (Optional)
- f. View response to queries posted by NPTI, as addenda.
- g. Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
- h. Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno-commercial Part.
- i. View Post-TOE Clarification posted by NPTI on CPPP (Optional) Respond to NPTI Post-TOE queries.
- j. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
- k. Participate in e-Reverse Auction on CPPP (Not applicable in this Tender).
- l. Submission of offline documents (Tender Fee and EMD only) in sealed envelope at NPTI (NR), Faridabad.
- m. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file.
- n. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for Allowed/Not allowed
QA Certificate	Not allowed	Space in between words/characters not allowed
QA Certificate(1)	Not allowed	Special characters not allowed
QA_Certificate	Allowed	Underscore allowed between words /characters
QA Certificate	Allowed	Upper & lower cases allowed

- o. It is advised that all the documents to be submitted (See Clause 5 below) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Section -VII (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

2. Digital Certificates:

For integrity of data and its authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 3, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> for more details].

3. Registration:

To use the NIC's Central Public Procurement Portal (<https://www.eprocure.gov.in/eprocure/app>). Vendor need to register on the portal. The vendor should visit the home-page of the portal (www.eprocure.gov.in <https://eprocure.gov.in/eprocure/app>) and to the e-procure link then select Bidders Manual Kit.

4. Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, **contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files.**
Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.
5. In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after the above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

Note: Special Note on Security of Bids: Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects with regard to Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World).

A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

6. Public Online Tender Opening Event (TOE)

CPPP offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on CPPP. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

CPPP has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

CPPP has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on CPPP. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of NPTI by the bidders in time, then NPTI will promptly re-schedule the affected event(s).

7. Other Instructions:-

For further instructions, the vendor should visit the home-page of the portal (<https://eprocure.gov.in/eprocure/app>), click on e-procure and go to the Bidders Manual Kit.

The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

The help information provided through '**CPPP User-Guidance Centre**' is available in three categories –

Users intending to Register/First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

The following 'Four Key Instructions' for BIDDERS must be assiduously adhered to –

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender Submission deadline on **CPPP**.
- b. Register your organization on **CPPP** well in advance of your first tender submission deadline on **CPPP**.
- c. Get your organization's concerned executives trained on **CPPP** using online training module well in advance of your tender submission deadline on **CPPP**.
- d. Submit your bids well in advance of tender submission deadline on **CPPP**

(DOT should not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

8. Minimum Requirements at Bidders end

Computer System with good configuration (Minimum P-IV, 1GB RAM, Windows XP) 2Mbps of Broadband connectivity with UPS. Microsoft Internet Explorer 9.0 or above Digital Certificate(s) for users.

SECTION-4
STANDARD FORMS

SECTION-4 STANDARD FORMS

Form 1A Bid Document Submission Form

Form 1 B Consultant's Organization and Experience

**Form 2 Financial Turnover and Completed Assignments as per the
Qualification Criteria**

**Form 3 Description of proposed experts as per the Selection Criteria and
Curriculum Vitae (CV) for Proposed Professional Staff**

Form 4 Declaration of Undertaking

Form 5 Brief Description of the Firm

Form 6 Manpower rate

FORM 1 A: BID DOCUMENT SUBMISSION FORM

[Date]

From: [Name, address and telephone nos. of the bidder]

Director General
National Power Training Institute
NPTI Complex, Sector-33, Faridabad-121003
Ph-0129-227491, 17
www.npti.gov.in

Ref. Tender No: NPTI/HQ/Consultancy/EOI-2022

Sir,

Subject: Expression of Interest for empanelment of Consultants to work jointly with NPTI on revenue sharing basis for generating and/or undertaking /executing Training & consultancy assignments in Power Sector or any other Infrastructure sector.

We, the undersigned, are submitting our proposal for **Expression of Interest for empanelment of Consultants to work jointly with NPTI on revenue sharing basis for generating and/or undertaking /executing Training & consultancy assignments in Power Sector or any other Infrastructure sector** in accordance with your Expression of Interest dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Bid document sealed under a separate envelope.

We are submitting our Proposal in association with: [*Insert full name and address of Bidder*]. If awarded the contract, we confirm that the partners would undertake to take all the necessary steps to perform the work described in the composition and in the form of cooperation as stated.

We confirm that we meet the Selection Criteria set out in your Expression of Interest.

A crossed Bank Draft/ Bank Guarantee(As per proforma in Annexure 4) in favour of the N.P.T.I, Faridabad for Rs.60,000/-(Rupees Sixty thousand only) as Earnest Money Deposit is enclosed. The Draft is drawn on _____ Bank payable at Faridabad.

Certified that the bidder is:

- A sole proprietorship firm and the person signing the bid documents is the sole proprietor/constituted attorney of the sole proprietor.
Or
- A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
Or
- A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

- Certified that I/we have the experience of more than _____ years in providing consultancy in Power Sector or any other Infrastructure Sector and related works. Certified copies of work-orders pertaining to each of the last three years are enclosed with this bid.
- A detailed profile of the organization as filled in as prescribed in the Form –5 of the bid document is enclosed with this bid. Other details required to be submitted with this bid as per the bid document are also enclosed as follows:
 - (a) Full particulars of consultancy assignments handled in Power Sector or any other Infrastructure Sector and related works (Self-attested copies of the relevant work orders are to be enclosed).
 - (b) Copy of registration particulars with Central/State Govt. Departments / Undertakings / Govt. Autonomous bodies for consultancy services.
 - (c) Copy of the audited balance sheet, Profit and Loss Account of the bidder for the previous three financial **years (2018-19, 2019-20 & 2020-21)** or Income tax return particulars for previous three financial years **(2018-19, 2019-20 & 2020-21)**
 - (d) A copy of PAN card and GST Registration Details.
 - (e) Copy of Valid Registration Certificate of firm, ESI & EPF registration particulars, Goods and Service Registration Certificate, Certificate of Labour license of NCT labour commissioner or Affidavit for exemption from such registration.
 - (f) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.
 - (g) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
 - (h) Details of supporting details of technical/financial experts having requisite qualification and experience and the support facilities to execute the order.
 - (i) Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved.
 - (j) We have enclosed the supporting documents in respect of consultancy assignments undertaken by our firm during the last three years.

- We undertake to supply manpower in regard to consultancy projects including bid processing etc and rate has been quoted in Form6.
- We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation or false information / documentation contained in it may lead to our disqualification.

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

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

(Signature of bidder)

Name (_____)

Telephone: _____

FAX _____

E-mail _____

Dated this _____ day of _____ of **2022**

Address _____

Company Seal

FORM 1B: CONSULTANT'S ORGANIZATION AND EXPERIENCE

S No.	Details	Indicative Role of Consultant
1.	i. Name of Bidder(Lead Consultant) ii. Address of Bidder (Lead Consultant) iii. Name of contact person iv. Designation v. Tel No (office) vi. Mobile No. vii. Fax viii. E mail ix. Website (optional)	

Signature _____

Full Name _____

Address _____

FORM 2: FINANCIAL TURNOVER AND COMPLETED ASSIGNMENTS AS PER THE QUALIFICATION CRITERIA

Average Annual Financial Turnover

1	Name of the Organization			
2	Address, Contact Nos. & E-Mail with Name and Mobile No. of Contact Person			
3	Year of Establishment			
4	PAN No.		GST No.	
5	Total Personnel (Professionals only) Number _____			
6	Annual Turnover (last 3 financial years)	Year 2020-21 (Rs. lakhs)	Year 2019-20 (Rs. lakhs)	Year 2018-19 (Rs. lakhs)
7	Average Annual Turnover based on the Selection Criteria (Rs. Lakhs)			
8	Audited Annual Accounts (last 3 financial years)	2020-21 To be Enclosed (Yes/No)	2019-20 To be Enclosed (Yes/No)	2018-19 To be Enclosed (Yes/No)

Assignments of Similar Nature Successfully Completed by the Bidder

S. No.	Name Of assignment	Nature of Assignment (as per Annexure 3)	Name of Client	Cost (Rs. Lakhs)	Date of commencement	Date of completion	Remarks

Completion certificates of the above assignments are enclosed.

Signature _____
Full Name _____
Address _____

Note: Bidders not furnishing the above information/documents at the first instance run the risk of rejection

FORM 3: DESCRIPTION OF PROPOSED EXPERTS & CURRICULUM VITAE (CV) AS PER THE SELECTION CRITERIA AND DETAILS OF PROFESSIONAL STAFF

Experience of the Team Personnel as per the Selection Criteria (Minimum 20 professional staff)

S. No.	Name of key personnel	Whether permanent employee	Position	Qualification	Year of acquiring Qualification	Area of Expertise	Year of Experience
1	Technical Expert 1						
2	Technical Expert 2						
3	Financial Expert 1						
4	Financial Expert 2						
5	Legal Expert						
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Details of atleast 15 more technical staff (Engineer/Diploma/ITI/supervisors etc.) to given here in continuation.

Signature _____

Full Name _____

Address _____

Curriculum Vitae (CV): Consultant’s Team Member’s Experience

(CVs of only Technical experts, financial experts or legal experts as per the Selection Criteria should only be provided)

1. **Nature of Expertise:** _____
2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____
3. **Name of Staff** *[Insert full name]:* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. **Membership of Professional Associations:** _____

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* _____

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* __

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]*

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM 4: DECLARATION OF UNDERTAKING

[Date]

From: [Name, address and telephone nos. of the bidder]

To

Director General
National Power Training Institute
NPTI Complex, Sector-33, Faridabad-121003
Ph-0129-2274916,17
www.npti.gov.in

Sir,

Subject: Expression of Interest for empanelment as Consultants to work jointly with NPTI on revenue sharing basis for generating and/or undertaking /executing Training & consultancy assignments in Power Sector or any other Infrastructure sector

We underscore the importance of a free, fair and competitive selection process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present selection process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the Government of India.

We also hereby declare that our Firm/ Organization/ Company has not been blacklisted by Government of India or any State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on 1st of Jan, 2019.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the Government of India.

(Place) , this day of

Name of company

Signature _____

Full Name _____

Address _____

FORM 5: BRIEF DESCRIPTION OF THE FIRM

Please also submit a minimum of one page write up on the background of the firm including year of establishment, presence, service offering, key clients etc.

PROFILE OF ORGANIZATION

1. Name of concern

2. Status of the concern : Proprietor / Partnership / Private /
(support with documents) Govt. / Others (Specify)

3. Postal Address

4. Telephone

5. Fax

6. E-mail

7. Web site

8. Year of Establishment

9. Activities/Services Offered

10. PAN Allotted by IT Deptt.

11. Name of the Head of the
Organization/Managing Director

Date:

Signature of Authorized Signatory

Place:

Full Name _____

Address _____

FORM 6: Mandays Rate

S. No.	Particulars	Qualification	Qty	Rate per day consisting of 08 hours duty (in Rs.)
1	Team Leader	B.Tech (15 Years)	1	
2	Distribution Expert	B.Tech (10 Years)	1	
3	Smart Metering Expert	B.Tech (5 Years)	1	
4	SCADA/DMS Expert	B.Tech (5 Years)	1	
5	MIS/IT Expert	B.Tech(5 Years)	1	
6	Material Quality Expert	B.Tech(5 Years)	1	
7	Legal Expert	LLB with 5 years experience	1	
8	Finance Expert	CA/MBA(5 Years)	1	
9	Field Engineer	BE/Btech(2 Years)	1	
10	Field Supervisor/Surveyor	Diploma (2 Years)	1	
11	Data Entry operator	Graduate	1	

Signature of Authorized Signatory

Place/ Date

Full Name _____

Address _____

ANNEXURES TO THE EOI

Annexure 1 – Areas of Work for Future Proposed Assignments

(Please refer to Clause 2, section 3 of the EOI)

Given below are the broad areas for the proposed future assignments.

1. Development of Detailed Project Report (DPR) or Detailed Feasibility Report (DFR) for any thermal power projects
2. Development of DPR/DFR for hydro power project
3. Development of DPR/DFR for renewable energy project
4. Development of DPR/DFR for Transmission/ Distribution projects
5. Support in Bid Process Management in Generation including preparation of RfQ/RfP documents for Case I, Case II or similar bidding, or supporting public and private clients in bid process management
6. Support in Bid Process Management in Transmission
7. Support in Bid Process Management in Distribution Franchisee
8. Undertaking Commercial and Regulatory Due-Diligence
9. Handling Project Management Consultancy that may include Bid Process Management, Supervision of Erection and Commissioning
10. Development of DPR for APDRP/R-APDRP or similar work in the distribution segment for any utility in India.
11. Undertaking Energy Audit and similar assignments
12. Assignments related to Energy Conservation and efficiency
13. Assignments related to Reform and Restructuring including regulatory and policy advisory
14. Undertaking Market Studies related to Power Sector
15. Undertaking Transmission and Distribution System Studies
16. Training Need Analysis in the Power Sector
17. Capacity Building in the Power Sector
18. Business Process Re-engineering and related aspects
19. Human Resource Development related aspects in the Power Sector
20. Running and managing various training institutes/ITIs/degree engineering colleges
21. Total Quality Management and related aspects in the Power Sector
22. Third Party Independent Evaluating Agency (TPIEA) for quality assurance work.
23. Retainership consultancy work
24. ARR filing work
25. Any other assignment in the infrastructure sector
26. Business generation of Training assignments both national and international, short/long term including seminar/conferences for private/govt entities/DISCOMs/other Power utilities.
27. Designing and deploying e-Learning platform.

28. Integration of all the activities of NPTI CO and its Institutes through an integrated web based system in order to realize its vision to achieve end-to-end automation of its operations and interfaces with all its stakeholders.

29. Maintenance and changes in the existing website

The scope of the work may include, but not limited to,

- Development
- AMC and integration & synchronization of all the existing application with the proposed solution.
- Student Information System (Exam and Registration): Complete Student Life Cycle (starting from enquiry of a course, enrolment, examination, issuance of certificate and placement.) This module should also be integrated with “Online Examination System”
- Training Program integration
- Financial Accounting System (FAS)
- Personnel and Administration System
- Store Management System
- Accreditation System
- Expert Empanelment
- Civil Projects
- Library Management System
- Co-ordination with Govt. Departments related to Sponsored Projects
- Training/Courses Management
- Dak Monitoring

The proposed solution must have strong Reporting features with all graphs/charts wherever appropriate, MIS outputs along with dashboard feature. Anything in terms of Hardware/Software required will have to be provided by the bidder. The license(s) and S/w have to be IPv4 and IPv6 compliant.

30. e-mobility including App, Hardware, billing etc.

Annexure 2 – Areas of Work for Experience Requirement of the Bidder

(Please refer to Clause 4 Section 3 of the EOI)

Previous experience of carrying out similar work involving Government/Non-Government programme would be given due weight age. The following areas of work shall be considered as relevant experience towards successfully completed similar works:

1. Development of Detailed Project Report (DPR) or Detailed Feasibility Report (DFR) for any thermal power projects
2. Development of DPR/DFR for hydro power project
3. Development of DPR/DFR for renewable energy project
4. Development of DPR/DFR for Transmission/ Distribution projects
5. Support in Bid Process Management in Generation including preparation of RfQ/RfP documents for Case I, Case II or similar bidding, or supporting public and private clients in bid process management
6. Support in Bid Process Management in Transmission
7. Support in Bid Process Management in Distribution Franchisee
8. Undertaking Commercial and Regulatory Due-Diligence
9. Handling Project Management Consultancy that may include Bid Process Management, Supervision of Erection and Commissioning
10. Development of DPR for APDRP/R-APDRP or similar work in the distribution segment for any utility in India.
11. Undertaking Energy Audit and similar assignments
12. Assignments related to Energy Conservation and efficiency
13. Assignments related to Reform and Restructuring including regulatory and policy advisory
14. Undertaking Market Studies related to Power Sector
15. Undertaking Transmission and Distribution System Studies
16. Training Need Assessment
17. Capacity Building in the Power Sector
18. Business Process Re-engineering and related aspects
19. Third Party Independent Evaluating Agency (TPIEA) for quality assurance work.
20. Retainership consultancy work
21. ARR filing work
22. Designing and deploying e-Learning platform.
30. Integration of all the activities of NPTI CO and its Institutes through an integrated web based system in order to realize its vision to achieve end-to-end automation of its operations and interfaces with all its stakeholders.
31. Maintenance and changes in the existing website
The scope of the work includes, but not limited to,
 - Development
 - AMC and integration & synchronization of all the existing application with the proposed solution.

- Student Information System (Exam and Registration): Complete Student Life Cycle (starting from enquiry of a course, enrolment, examination, issuance of certificate and placement.) This module should also be integrated with “Online Examination System”
- Training Program integration
- Financial Accounting System (FAS)
- Personnel and Administration System
- Store Management System
- Accreditation System
- Expert Empanelment
- Civil Projects
- Library Management System
- Co-ordination with Govt. Departments related to Sponsored Projects
- Training/Courses Management
- Dak Monitoring

The proposed solution must have strong Reporting features with all graphs/charts wherever appropriate, MIS outputs along with dashboard feature. Anything in terms of Hardware/Software required will have to be provided by the bidder. The license(s) and S/w have to be IPv4 and IPv6 compliant.

32. e-mobility including App, Hardware, billing etc.

Annexure 3 – Format for Consortium Agreement(NOT APPLICABLE)

(Please refer to Clause 3 of the EOI)

(To be on a non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

This Consortium Agreement executed on this.....day ofTwo thousand.....between.....(Lead Consultant) and having its Office at.....(hereinafter called the “Party 1”, which expression shall include its successors, executors and permitted assigns)

And

.....(Consortium Partner/sub-consultant) and having its Office at.....(hereinafter called the “Party 2”, which expression shall include its successors, executors and permitted assigns)

And for the purpose of jointly undertaking consultancy work with NPTI.

AND WHEREAS Section – 2, Clause 4.0 of the bid document stipulates that the Bidders requiring tie-up of legal expertise will have to submit a legally enforceable Consortium Agreement in a format specified in the bid document.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

In consideration of the selection of the Consortium as the selected bidder by NPTI, the Members of the Consortium and parties to the Consortium Agreement do hereby unequivocally agree that M/s.....(Insert name of the Lead Consultant), shall act as defined in the EOI documents for self and agent for and on behalf of.....(name of Party 2 to be filled in here)

The Lead Consultant is hereby authorized by the Party 2 to bind the Consortium and receive instructions for and on behalf of the members

The Lead Consultant shall be liable and responsible for ensuring the individuals and collective commitment of each of the members of the Consortium. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in these agreements.

It is clearly agreed that the Lead Consultant shall ensure performance under the Contract and if the Consortium member fails to perform its respective obligation under the Contract, the same shall be deemed to be a default by all the Consortium Members.

This Consortium Agreement shall be constructed and interpreted in accordance with the Laws of India and courts at Faridabad alone shall have the exclusive jurisdiction in all matters relating hereto and arising there under.

It is hereby agreed that if the Bidding Consortium is qualified to submit a Bid, the Lead Consultant shall submit the Earnest Money Deposit, as stipulated in the bid document, on behalf of the Consortium Members.

It is hereby agreed that in case of selection of Bidding Consortium as the selected bidder, the parties to this Consortium Agreement do hereby agree that Lead Consultant shall submit the Retention Guarantee as mentioned in the bid documents, on behalf of the Consortium members.

It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the bid and shall remain valid till the completion of the assignments. The Lead Consultant is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the consortium Members respectively from time to time in response to the bid and for the purpose of the Assignments.

It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreements except with prior written consent of NPTI.

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each party hereto and constitutes that legal, valid, binding and enforceable obligation of each such party,
- (b) sets forth the entire understanding of the parties hereto with respect to the subject matter hereof;
- (c) shall not be amended or modified except in writing signed by each of the parties and with prior written consent of NPTI

IN WITNESS WHEREOF, the parties to the Consortium Agreement have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For and on behalf of Lead Consultant (Party 1)

For and on behalf of Consortium Member (Party 2)

M/s.....

M/s.....

(Signature of Authorized Representative)

(Signature of Authorized representative)

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

WITNESS

1.

1.

(Signature)

(Signature)

Name.....

Name.....

Designation.....

Designation.....

Annexure-4 – Proforma of Bank Guarantee (Earnest Money Deposit)

(Please refer to Clause 7 Section 3 of the EOI)

(To be stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank

Ref.

Bank Guarantee No.

This deed of Guarantee made this _____ day of _____ 2022 _____ by

_____ (Name of the bank) having one of its branch at

_____ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of NPTI(NR), Faridabad , registered under the Societies Registration Act 1860, having its Registered. office at NPTI Complex, Sector 33, Faridabad – 121003, (hereinafter called "NPTI") which expression shall include its successors and assigns.

WHEREAS NPTI has invited tender vide their Tender Notice No. : **Tender No: NPTI/HQ/Consultancy/EOI-2022** Dated _____ to be opened on, AND WHEREAS M/s _____ (Name of Tenderer) having its office at _____ (hereinafter called the "Tenderer"), has /have in response to aforesaid tender notice offered to (hereinafter called the "Tenderer") has/have in response to aforesaid tender notice offered to supply/ do the job _____ as contained in the tender.

AND WHEREAS the Tenderer is required to furnish to NPTI a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money Deposit for participation in the Tender aforesaid.

AND WHEREAS, we _____ (Name of the Bank) have at the request of the tenderer agree to give NPTI this as hereinafter contained.

NOW, THEREFORE, in consideration of the promise we, the undersigned, hereby covenants that, the aforesaid Tender shall remain open for acceptance by NPTI during the period of validity as mentioned in the Tender or any extension thereof as NPTI and Tenderer may subsequently agree and if the Tenderer for any reason backs out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay NPTI, Faridabad on demand without demur to the extent of Rs. _____ (Rupees _____ only)

We further agree as follows:

1. That NPTI may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further

conditions as may be mutually agreed to in between NPTI and the Tenderer AND the said Bank shall not be released from its liability under these present by an exercise by NPTI of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of NPTI or any indulgence by NPTI to the said Tenderer or any other matter or thing whatsoever.

2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping to prevent any payment by the Bank to NPTI in terms thereof.
3. We the said Bank, lastly undertake not to revoke this Guarantee during its currently except with the previous consent of NPTI in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ only) and this Guarantee shall remain in force till _____ @ unless a claim under this guarantee if filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. upto _____ all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ day of _____ 2022 at _____

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.

Dated.....

@ This date shall be thirty (30) days after the last date for which the bid is valid.

SECTION-5
DRAFT CONSULTING CONTRACT

CONTRACT FOR CONSULTANTS' SERVICES

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made the _____ day of the month of _____ 2022, between, on the one hand National Power Training Institute (NPTI) (hereinafter called "Owner") and, on the other hand, _____ (hereinafter called the "Consultants").

WHEREAS

- A. Owner intends to engage Consultants to work jointly with Owner on revenue sharing basis for undertaking consultancy assignments in the Power Sector or any other infrastructure sector
- B. Owner has requested for empanelment of Consultants to provide consultancy services required for the Projects as defined hereinafter (hereinafter called the "Services") related to **Appendix A**.
- C. The Consultants, having represented to the Owner that they have required professional skills, personnel and technical resources agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1. Definitions

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in the Owner's country, as they may be issued and in force from time to time;
- b) "Contract" means this Contract together with all Appendices/ Attachments and including all modifications made in accordance with the provisions of Clause 2.5 hereof between the Owner and the Consultants;
- c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause-2.1 hereof;
- d) "Personnel" means persons hired by the Consultants as employees and assigned to the performance of the Services or any part thereof'.
- e) "Party" means the Owner or the Consultants, as the case may be;
- f) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in **Appendix-A** hereto.
- g) "Starting Date" means the date referred to in Clause-2.2 hereof;

h) "Third Party" means any person or entity other than the Owner, the Consultants or a Consultant.

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Owner and the Consultants. The Consultants, subject to this Contract, have complete charge of personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India.

1.4. Language

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

1.5. Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6. Notices

1.6.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For the Owner:

Attention: _____

Facsimile: _____

For the Consultants:

Attention: _____

Facsimile _____

1.6.2. Notice will be deemed to be effective as follows

- a) In the case of personal delivery or registered mail, on delivery;
- b) In case of telegrams, ninety six (96) hours following confirmed transmission; and

c) In the case of facsimiles, seventy two (72) hours following confirmed transmission.

1.6.3. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.7. Location

The Services shall be performed at Faridabad or at such location required / approved by Owner.

1.8. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

a) on behalf of the Owner by _____ or his designated representative;

b) On behalf of the Consultants by _____ or his designated representative.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

This Agreement will become effective upon signing by both the parties.

2.2. Commencement of Services

The Consultants shall begin carrying out the Services immediately viz. from the date of issue of LOI (the "Starting Date"), or on such date as the Parties may agree in writing.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause-2.8 hereof, this Contract shall be effective for a period of three years from the date of effectiveness of the contract, which may be extended on yearly basis depending on performance/requirement or terminated at any time during the period of 3 years with one month notice from either parties.

2.4. Entire Agreement.

This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the parties

and shall not be effective until the consent of the parties has been obtained, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6. Force Majeure

2.6.1. Definition

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely Owner and the Consultant.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, Owner shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2.6.2. No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3. Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4. Extension of Time

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

2.6.5. Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7. Suspension

The Owner may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension and if such failure is not rectified within the period, then shall invoke contract performance guarantee.

2.8. Termination

2.8.1. By the Owner

The Owner may by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract:

- a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- b) If the Consultants become insolvent or bankrupt or enter into an agreements with their creditors for relief of debt or take advance of any law for the benefit or debtors or go into liquidation receivership whether compulsory or voluntary;
- c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-7 hereof;
- d) If the Consultants submit to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Consultants know to be false;
- e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- f) If the Consultant has engaged in corrupt or fraudulent practices or is found to have misrepresented the facts or has provided false information/documentation.
- g) If the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the parties hereunder shall cease, except:

- a) Such rights and obligations as may have accrued on the date of termination or expiration,
- b) The obligation of confidentiality set forth in Clause-3.2.4 hereof,
- c) Any right which a Party may have under the Applicable Law.

2.8.3. Cessation of Services

Upon termination of this Contract by notice to pursuant to clauses-2.8.1 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all-necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4. Payment upon Termination

Upon termination of this Contract pursuant to Clause-2.8.1 hereof the Owner shall make the following payments to the Consultants:

- a) Remuneration for Services satisfactorily performed prior to the effective date of termination;
- b) Reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and
- c) Except in the case of termination pursuant to paragraphs (a) to (d) of Clause-2.8.1 hereof reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

The above will be subject to the terms and conditions mentioned in **Appendix B**.

3. OBLIGATIONS OF THE CONSULTANTS

3.1. General

3.1.1. Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted

techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Third parties.

3.1.2. Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel and agents of the Consultants comply with the Applicable Law.

3.1.3. Conflict of Interest

The consultant shall hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.2.1. Consultants Not to Benefit from Commissions, Discounts etc.

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

3.2.2. Consultants and Affiliates not to be otherwise interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and their affiliates shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3. Prohibition of Conflicting Activities

The consultant and their affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

The consultant and their affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same project subsequently.

In case of rating of the proposed project, for which this consultancy services are being provided, then the Consultant and their affiliates will not rate this project nor in any way be associated in rating of this project.

3.2.4. Confidentiality

The Consultants and the Personnel of either of them shall not, either during the term or within 6 months after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the Owner.

3.3. Insurance to be taken out by the Consultant

The Consultant shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultant or their staff on the assignment.

3.4. Liability of the Consultants

The Consultants shall be liable to the Owner for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by the Owner as a result of a default of the Consultants in such performance, subject to the following limitations:

- a) The Consultants shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultants or the Personnel of either of them; and
- b) The Consultants shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultants had no control, provided that there is no negligence or wrongful actions.

3.5. Indemnification of the Owner by the Consultants

The Consultants shall keep the Owner, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Owner or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultants, or the Personnel or agents of either of them including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.6. Documents prepared by the Consultants to be the Property of the Owner:

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Owner, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof. The Consultants may retain a copy of such documents shall not use them for purposes unrelated to this Contract without the prior written approval of the Owner.

4. CONSULTANTS' PERSONNEL

4.1. General

The Consultants shall deploy such qualified and experienced personnel as are required to carry out the Services or and also provide to NPTI as per demand raised by NPTI.

4.2. Description of Personnel

The titles, agreed job descriptions and minimum qualifications of each of the Consultants' Personnel shall be specified to the Owner at the time of award of the assignment.

4.3. Removal and/or Replacement of Personnel

- a) Except as the Owner may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications, which shall be approved by the Owner.
- b) If the Owner:
 - 1) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - 2) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Owner. Except as the Owner may otherwise agree,
 - 1) The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

5. OBLIGATIONS OF THE OWNER/CONSULTANT

5.1 Payment

The consultant will help NPTI in raising the bill(s) with the client and follow it up for speedy disbursement of the same from client's end. In no case, the consultant shall raise its own bill to the client or accept payment from the client directly. If the consultant does the same, the contract agreement with the consultant will be terminated. Further, In consideration of the Services performed by the Consultants under this Contract the owner shall make

payment to the Consultant in such manner as is provided by this Contract as per terms and conditions mentioned in scope of works and in **Appendix B**.

5.2 Roles and Responsibilities

The Owner and the Consultant agree to assume responsibilities and tasks as elaborated in the scope of work along with that of **Appendix B**.

5.3 The Consultant shall submit the bills to the Owner indicating the work done by him during the period for which payment is sought after the same is received from client's end or work is completed at NPTI's end as the case may be.

5.4 The owner shall cause the payment of the Consultants as per the above given in schedule of payment, within thirty (30) days after the receipt of bills with supporting document by the Owner. But if the progress is not satisfactory and according to agreed work program / schedule, the payment may be withheld.

5.5 Final Payment shall be made only after satisfactory completion of all the activities as per TOR of the project.

6. FAIRNESS AND GOOD FAITH

7.

7.1. Good Faith:

The parties undertake to act in good faith respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2. Operation of the contract:

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this contract, and the parties hereby agree that it is their intention that this Contract shall operate fairly as between them and without detriment to the interest of either of them and that, if during the tenure of this Contract either Party believes that this Contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no-failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-8 hereof.

8. JURISDICTION AND APPLICABLE LAW:

This agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Faridabad.

9. SETTLEMENT OF DISPUTES:

9.1. Amicable Settlement

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- 1) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party.
- 2) The party invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 3) NPTI shall appoint a Sole Arbitrator with the approval of Director General, NPTI.
- 4) It is agreed that there will be no objection that the Arbitrator appointed holds equity shares of NPTI or is a retired employee of NPTI.
- 5) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor has left if both parties consent for the same; otherwise, he shall proceed de novo.
- 6) It is a term of the Contract that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 7) The arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- 8) The parties to the arbitration will bear the fees and expenses in equal proportion to be determined by the arbitrators.
- 9) The venue of arbitration will be Faridabad.
- 10) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceeding under this clause.

9.2. The courts of Faridabad alone shall have exclusive jurisdiction on any dispute arising out of this contract.

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

FOR AND ON BEHALF OF [OWNER] FOR AND ON BEHALF OF [CONSULTANTS]

By _____ By _____

Authorized Representative

Authorized Representative

Place;

Date:

APPENDIX A – AREAS OF WORK FOR FUTURE PROPOSED ASSIGNMENTS

Given below are the broad areas for the proposed future assignments.

1. Development of Detailed Project Report (DPR) or Detailed Feasibility Report (DFR) for any thermal power projects
2. Development of DPR/DFR for hydro power project
3. Development of DPR/DFR for renewable energy project
4. Development of DPR/DFR for Transmission/ Distribution projects
5. Support in Bid Process Management in Generation including preparation of RfQ/RfP documents for Case I, Case II or similar bidding, or supporting public and private clients in bid process management
6. Support in Bid Process Management in Transmission
7. Support in Bid Process Management in Distribution Franchisee
8. Undertaking Commercial and Regulatory Due-Diligence
9. Handling Project Management Consultancy that may include Bid Process Management, Supervision of Erection and Commissioning
10. Development of DPR for APDRP/R-APDRP or similar work in the distribution segment for any utility in India.
11. Undertaking Energy Audit and similar assignments
12. Assignments related to Energy Conservation and efficiency
13. Assignments related to Reform and Restructuring including regulatory and policy advisory
14. Undertaking Market Studies related to Power Sector
15. Undertaking Transmission and Distribution System Studies
16. Training Need Analysis in the Power Sector
17. Capacity Building in the Power Sector
18. Business Process Re-engineering and related aspects
19. Human Resource Development related aspects in the Power Sector
20. Running and managing various training institutes/ITIs/degree engineering college
21. Total Quality Management and related aspects in the Power Sector
22. Third Party Independent Evaluating Agency (TPIEA) for quality assurance work.
23. Retainership consultancy work
24. ARR filing work
25. Any other assignment in the infrastructure sector
26. Business generation of Training assignments both national and international, short/long term including seminar/conferences for private/govt entities/DISCOMs/other Power utilities.
27. E-mobility including App, Hardware, billing etc.

APPENDIX B - SCOPE, WORKING ARRANGEMENT AND ROLES AND RESPONSIBILITIES OF THE OWNER AND THE CONSULTANT

1. Empanelled consultant shall leverage on their expert knowledge of the energy sector and technical resource and shall leverage its reach to most of the Indian States and International for marketing and on ground experience in energy sector consulting.
2. Empanelled consultant shall explore the possibility of teaming up with each other in marketing and bidding for various emerging business opportunities in the energy sector. Such opportunities would include but not be limited to teaming up in tenders or self identified opportunities for advisory services in the areas of India and International Market. Either of the Parties can front end for providing total solutions to customers.
3. Empanelled consultant will enter into an Agreement wherein both the companies with their expertise in their respective areas can explore opportunities to team up with each other to undertake consultancy assignments in India and Internationally
4. Each Party shall inform the other of its designated team and contact persons for smooth operation, monitoring and implementation of the activities envisaged under this Agreement.
5. As far as possible, the Parties shall identify their respective contribution to the end-customer/prospective client. Each Party shall pay and assume entire responsibility for all their respective costs and expenditures whatsoever incurred in connection therewith.
6. **Revenue sharing mechanism:** The consultancy assignments needs to be categorized under a particular model specified in scope of works by the agency and inform NPTI in writing. Upon acceptance of the same by NPTI and intimated accordingly to the agency in writing, the payment terms as mentioned therein will apply accordingly.
7. There will be no other payments liable to be paid to the agency except as mentioned in clause 6 of Appendix B.
8. The payments shall be made by NPTI to the Consultant on pro-rata basis, i.e. as and when NPTI receives payments from the Client based on the Revenue sharing model of Scope of works.
9. Empanelled consultant will provide / create required infrastructure and bear all the expenses required for execution of consultancy projects as per the requirement & schedule decided.
10. The empanelled consultant to be engaged will perform all studies, analysis and prepare documents/reports necessary to achieve satisfactorily the objectives of the proposed assignments. These activities shall be carried out in due consultation with NPTI, which will be the nodal agency for facilitating the assignment.
11. The selected bidder while pursuing the opportunities will duly inform the relevant officer of the NPTI in writing about the pursuance of such opportunity and the relevant entity being pursued.
12. At the time of award of study, if the Client demands a contract performance guarantee/bank guarantee/security deposit/advance deposit, then such amount (except Earnest Money Deposit) shall be furnished by the empanelled consultant.

METHODOLOGY FOR SELECTION OF THE CONSULTANT WHERE MARKETING IS DONE BY THE CONSULTANT

1. Consultants are encouraged to make all efforts to market the consultancy service offering to various entities in the Power Sector or any other Infrastructure Sector.
2. Consultants selected in this process will be provided a letter of empanelment (Format enclosed in **Appendix D**) to market the consultancy offering to various entities in the Power Sector or any other Infrastructure Sector.
3. The Consultants pursuing business development activities with various utilities/organisations will obtain a letter of such efforts being made by the Consultant from the utility/organization. In that case services of such consultants shall be utilized for the proposed assignment. Format for the letter is enclosed in **Appendix E**.

The following will be the roles and responsibilities of the Selected Bidder and the NPTI:

ROLE OF THE SELECTED BIDDER

Roles of the Selected Bidder will broadly include the following (but not limited to):

1. Undertaking business development and marketing including presentation etc
2. Drafting of proposal and bid submission on behalf of Owner
3. Participation, as required, in all meetings, pre-bid conferences, interactions at different stages with the prospective clients.
4. Undertaking the required work as outlined in the scope of services of the letter of awards of the assignment.
5. Providing required expertise to undertake the proposed assignment.
6. Supervision of erection, execution of work, project management consultancy etc as required during the course of the assignment
7. Undertaking quality assurance, review of work etc as required during the assignment
8. Maintaining close contact with Owner and updating the owner on the status of the project from time to time.
9. Assisting and advising the clients including development and filing of documents, various applications etc. with the respective authorities
10. Interaction/discussions with various stakeholders as required during the course of the assignment.
11. Follow up of payments at the Client end
12. Any other services/activity not specifically included above but is necessary for successful completion of the assignment.

ROLE OF NPTI

1. To oversee the work undertaken by the Consultant, as required
2. To participate in various meetings before and during the project, as the Owner deems necessary
3. To maintain interface with the Client in terms of invoicing and receipt of payment
4. To appoint a nodal officer for coordinating with the Consultant on regular basis

APPENDIX C – FORM FOR CONTRACT PERFORMANCE GUARANTEE

Ref. No. _____ Dated: _____

Bank Guarantee No. _____

To,

NATIONAL POWER TRAINING INSTITUTE(NR)

NPTI Complex, Sector-33, Faridabad-121003

Ph-0129-2274916,17

www.npti.gov.in

Dear Sirs,

1. In consideration of National Power Training Institute with its Registered Office at NPTI Complex, Sector 33, Faridabad – 121003, (hereinafter called the “Owner” which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. _____ dated _____ (hereinafter called the Contract” which expression shall include all the amendments thereto) with M/s _____ having its registered /head office at _____ (hereinafter referred to as the ‘Contractor’) which expression shall, unless repugnant to the context or meaning hereof include all its successors, administrators, executors and assignees) and NPTI having agreed that the Contractor shall furnish to NPTI a performance guarantee for Indian Rupees for the faithful performance of the entire contract.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as “the Bank” , which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./ _____ (in words) _____ without any demur, reservation, contest or protest and/or protest and/or without any reference to the Contractor. Any such demand made by NPTI on the bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal and shall continue to be enforceable until it is discharged by NPTI in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that NPTI at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that NPTI may have in relation to the Contractor’s liabilities.
4. The Bank further agrees that NPTI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in NPTI against the said Contractor(s) and to forbear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of NPTI or any indulgence by NPTI to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of NPTI under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till NPTI discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of NPTI or that of the Contractor.
7. The bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and constructed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./(in figures) _____(Indian Rupees/ in Words)_____I and our guarantee shall remain in force until _____(indicate the date of expiry or bank guarantee, any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of NPTI under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of NPTI under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____day of _____2022 at _____

WITNESS NO 1

 (Signature)
 Full name and official
 Address (in legible letters)

 (Signature)
 Full name, designation
 Address (in legible letters) with

WITNESS NO. 2

 (Signature)
 Full name and official
 Address (in legible letters)

Attorney as per Power of
 Attorney No _____
 Dated _____

APPENDIX D – LETTER TO SELECTED CONSULTANT (SUGGESTED DRAFT)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that
M/S_____ (Consultant)
having their registered office at
_____ have been
empanelled by the National Power Training Institute (NPTI), a National
Apex Body of the Govt. of India, Ministry of Power to represent NPTI in
business development activities in the power sector (or any other
infrastructure sector).

**APPENDIX E – LETTER TO BE OBTAINED FROM THE PROSPECTIVE CLIENT
(SUGGESTED DRAFT)**

To

Director General
National Power Training Institute
NPTI Complex, Sector-33, Faridabad-121003
Ph-0129-2274916,17
www.npti.gov.in

Sub: Brief Description of the Opportunity

Dear Sir,

This is to inform you that M/s _____, a consultant empanelled by NPTI for undertaking business development activities in the Power or any other Infrastructure sector, has discussed the above opportunity with us we are agreeable to consider the proposal of NPTI for above work. Details of the proposed assignment can be finalized separately. However this does not constitute a commitment by us to go ahead with the above assignment with NPTI. We shall not be issuing such a letter to any other consultant of NPTI.

Regards

Name of the Officer
Designation
Organization and Address
Contact Nos.