

Request for Proposal (RFP)

“Developing National Occupational Standards- Pilot Project for Selected Job Roles” For The Rubber Industry

Reference # RSDC/RFP/01

Proprietary & Confidential

Issued by:

Rubber Skills Development Centre

PHD House, 4th Floor, Siri Fort Institutional Area, Opposite Asian Games Village

New Delhi 110016

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1.0 ADMINISTRATIVE DETAILS

1.1 Confidentiality

All information included in this RFP is confidential and only for the knowledge of the recipient. No information included in this document or in discussions connected to it may be disclosed to any other party.

1.2 RFP procedure

1.2.1 How to deliver the answer

Send a response by hard copy in a sealed envelope with reference No. as mentioned on Page 1. Please refer to clause 5.7 for details.

1.2.2 Contacts

For questions regarding this RFP, contact

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1.2.3 Critical Information

Bidding agencies are advised to study this RFP document carefully before submitting their proposals. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

1.2.4 Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Proposal

1.3 Schedule of Events

The following table provides a schedule of Events relating to this request.

Event	Target Date
RFP issued to the Vendors / Published on the website	August 27, 2012
Email/postal confirmation of Vendor Intention or Regret to participate	August 29, 2012
Last date of receipt of Queries on RFP	August 29, 2012
Clarifications by RSDC	August 30, 2012
Last date of submission of Proposals	September 6, 2012
Proposal Presentations	September 8, 2012
Award of Contract by RSDC	September 12, 2012
Commencement of implementation of project	September 14-17, 2012

Notes:

1. The dates furnished above are subject to revision
2. This Document is not transferable

1.4 Abbreviations:

NSDC	National Skills Development Corporation
SSC	Sector Skill Council
RSDC	Rubber Skill Development Centre
NOS	National Occupational Standards
RFP	Request for Proposal
PPP	Public-Private Partnership
SLA	Service Level Agreement

1.5 Definitions

SSC: The Sector Skills Council (SSC) is a National Partnership Organization that brings together academia, industry, labour and the government to address human resource gaps in the Industry. SSCs are responsible to fulfill Industry Sector Talent Needs for Quality and Quantity

NOS: National Occupational Standards (NOS) specify the standard of performance an individual must achieve when carrying out a function in the workplace, together with the knowledge and understanding they need to meet that standard consistently. Essentially NOS are benchmarks of good practice

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2.0 GENERAL INFORMATION

The Rubber Skill Development Centre (RSDC) is a Sec. 25 Company formed under the PPP model, promoted by the All India Rubber Industries Association (AIRIA) and Automobile Tyre Manufacturers' Association (ATMA), under the aegis of National Skill Development Corporation (NSDC).

The RSDC invites service providers to submit the proposal for “Developing National Occupational Standards (NOS) - Pilot Project for Selected Job Roles” for RSDC for roles/occupations in the Rubber Industry. RSDC, through this Request for Proposal (RFP), seeks to select an Implementation Partner (referred as Bidder in the rest of the document) with relevant experience and capabilities to develop NOS for the selected job roles and maintain information thereof. This Request for Proposal (RFP) contains the details regarding scope, eligibility for participation, evaluation methodology, project timelines, Terms & Conditions and other relevant details.

2.1 Introduction

2.1.1 Overview of NSDC

The National Skills Development Corporation (NSDC) has been instituted to address the compelling need to strategize and operationalise a world-class skill development solution pertinent to the Indian context, to effectively drive the speedy development of skills essential to sustain the country's growing economy. NSDC is a first-of-its-kind Public-Private Partnership (PPP) model in India with a focus toward skill development. NSDC's objective is to contribute significantly 150 million (about 30 per cent) to the overall target of skilling / up skilling of 500 million people in India by 2022.

The NSDC has plans to set up Industry Specific Sector Skill Councils with following functions: a) Identification of skill development needs including preparing a catalogue of types of skills, range and depth of skills to facilitate individuals to choose from them. b) Development of a sector skill development plan and maintain skill inventory c) Determining skills/competency standards and qualifications. d) Standardization of Affiliation and Accreditation process. e) Participation in Affiliation, Accreditation, Examination and Certification. f) Plan and execute Training of Trainers. g) Promotion of academies of excellence.

2.1.2 Introduction about Issuer

The Rubber Skill Development Centre (RSDC) is a Sec. 25 Company formed under the PPP model, promoted by the All India Rubber Industries Association (AIRIA) and Automobile Tyre Manufacturers' Association (ATMA), under the aegis of National Skill Development Corporation (NSDC).

The mandate for RSDC is to:

- Develop catalogue of Rubber industry occupations/skills and related occupational standards

- Map learning objectives to the competencies and define learning modules
- Facilitate capacity building for skills training and attract learners
- Accreditation and affiliation of training providers
- Establish Centres of excellence (CoEs)
- Set-up effective labour market intelligence system

The purpose of establishing RSDC is to ensure that the Rubber Sector is able to grow with skilled manpower, increase productivity and profitability and emerge as one of the largest producer of rubber goods in the world. The RSDC will encourage the industry to employ skilled and certified manpower. In its endeavor to build capacity through Private Sector participation, RSDC is expected to create a dynamic LMIS to keep track of the labour market skill gaps, frame Occupational Standards, facilitate development of practical and high quality training content, ensure adequate availability of faculty through Train The Trainer initiatives, build accreditation and certification mechanisms and encourage capacity building through private sector participation.

2.1.3 Purpose (What RSDC is looking to achieve)

In order to build capacity for the rubber sector and to provide skilled manpower with consistent standard of performance in carrying out a function in the workplace, it is necessary to define the standards together with the knowledge and understanding they need to meet that standard consistently. It is in this endeavour that a proposal for Development of NOS is being initiated which will be used for enhancing the understanding of the skills-requirement and enable development of Standards in the Rubber industry. The RSDC will primarily use the Report of this Project in planning schemes and interventions for ensuring standards and building training capacity in this Sector.

The purpose of this RFP is to shortlist qualified agencies to research and develop NOS for the identified roles/occupations in Rubber industry. The objective of this document is to provide indicative information on the scope and objective of this assignment. The detailed scope of work, terms and conditions and parameters for selection of the bidding organization is also being provided in this document.

2.1.4 Background & Rationale for the Project

The Rubber industry is growing rapidly every year. However, there is a huge deficit of skilled manpower because of which the productivities and efficiencies in the sector are low. This has serious economic and strategic implications for the country. NSDC has identified Rubber as one of the sectors where planned skill development with consistent standards of performance is required to increase production, improve productivity as well as quality of produce.

With this context, a proposal is being initiated for development of National Occupational Standards for the identified roles/occupations in the Rubber Industry. Based on the results of this Project RSDC will build strategies to boost the skill levels and professionalism in the Rubber industry by working closely with the private sector, universities and other institutions of learning so as to design programs to ensure that adequate trained and skilled manpower is available to the industry which can give consistent standards of performance.

2.1.5 Current Scenario

While the information on value chain activities and the generic roles is available, enough information is not available on the competencies and standards of performance required to perform the various roles in the Rubber industry. Hence a thorough and granular assessment of competencies and performance standards required for skilled human resource in Rubber sector is needed to provide a foundation for developing NOS and Training programs. The results of this Project will :

- A. Facilitate planning for skill development in the sector as well as capacity-building in colleges/ITIs, Polytechnics and other government and private vocational training institutions so as to enhance the availability of skilled manpower with defined competencies and standards of performance.
- B. Encourage setting-up of need-based skill-oriented courses and training programs enabling students from any discipline to become eligible for various roles in the Rubber industry.
- C. Develop National Occupational Standards for the identified roles/occupations

2.2 Objectives of the Project

The Rubber sector is pervasive and services practically all sectors of economy. However for the purpose of this project the following main segments are being considered:

- Rubber Consumers : Tyre Segment
- Rubber Consumers: Non- Tyre Segment

This RFP is with regard to selection and appointment of a Service Provider/Proposer (referred as Bidder in the rest of the document) for development of NOS for the identified roles/occupations.

3.0 STATEMENT OF WORK

The scope of this project shall include but not necessarily be limited to the following tasks:

- 1) Assessment of current skill, knowledge/competencies required with standards of performance for identified occupations in the Rubber sector. As per the NSDC mandate: 80% of the workforce needs to be covered by the N.O.S. so developed.
 - a.) 20-25 Job-roles/ occupations listed for the pilot project.
 - b.) 12-15 companies to be visited and interviewed PAN India as per guidelines.
Details for above 2-clauses (a & b) will be shared with the award of contract.
- 2) Produce Occupational and Functional Maps of Rubber Industry Workforce: Identify and map out critical skills, competencies and standards thereof for consistent performance as per standards laid out in NSDC NOS Protocol attached.
- 3) Development, Validation through key stakeholders and documentation of NOS.
- 4) Produce Final Version of NOS and sustainability plan to maintain the same.

3.1 Project Deliverables and Timelines

S. No.	Activity	Timeline
1	Inception report including activity time schedule presented and validated with detailed work plan	One week
2	Interaction with industry and key stake holders to research and analyse the Human Resource structure in the industry sector	Two weeks
3	Occupational Analysis and Development of Occupational Maps for selected job Skills: As per the NSDC mandate, 80% of the workforce needs to be covered by the N.O.S. so developed.	Two weeks
4	Functional Analysis and Development of Functional Maps for selected Job Roles	Two Weeks
5	Interim Report : <ul style="list-style-type: none"> • Occupational Analysis & development of occupational Maps • Functional Analysis & development of functional maps 	After 7 weeks
6	Development of NOS	Two weeks
7	Validation of first cut of NOS	One week
8	Validate final draft with key stakeholders	One week
9	Final NOS after study, findings and validation	One week
10	Sustainability plan to maintain the relevancy of the new NOS to be submitted alongwith the final NOS	12 weeks from commencement of Project

- Notes:
1. Review Meeting with RSDC will be held within 2 Weeks of Start of the Project and every two weeks in the following weeks/as and when required.
 2. Final Report will be validated by the team of experts and stakeholders.

4.0 PROJECT METHODOLOGY

Project Management and Progress Reporting

The methodologies to be used must follow formal management practice that will ensure that schedules, scope and costs are strictly adhered to and including a methodology to ensure that the RSDC is informed on an ongoing basis regarding project slippage, progress/ performance reporting, change requests, and potential risks and issues, and a record of all industry stakeholders contacted or consulted.

5.1 INSTRUCTIONS TO THE BIDDERS

5.1 Required Qualifications Competencies and Eligibility of the Bidder

- Permanent Account Number (PAN) of Proposer/each consortium member should be available from Income Tax authorities.
- Any legal entity duly incorporated under law can participate in the bidding process.
- The consultancy firm hired should have demonstrated project management capacity with team members who possess excellent relevant qualifications and experience.
- Understanding and exposure to SSCs in India.
- Ability to communicate effectively to a wide range of audiences, interact and facilitate communication between partners and industry members and understand causal relationships between enablers and results.
- There would be a requirement to work in a participatory mode with selected SSC team to make the project successful. This may require extensive stay and travel within India.
- RSDC reserves the right to carry out the capability assessment of the Proposer and the decision of the RSDC shall be final in this regard. Acceptance certificate towards this clause must be submitted

5.2 Completeness of Response

- I. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- II. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially

responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

5.3 Proposal Preparation Costs

- I. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RSDC to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. RSDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- II. This RFP does not commit RSDC to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.
- III. All materials submitted by the bidder become the property of RSDC and may be returned completely at its sole discretion.

5.4 Signing of Communication to the RSDC

All the communication to RSDC including the proposal and the bid documents shall be initialed on each page by the authorized representative of the bidder and authority letter/power of attorney should be attached with the bid.

5.5 Bidders' inquiries and RSDC's responses

- I. All enquiries / clarifications from the bidders related to this RFP, must be directed in writing exclusively to the contact person notified in this RFP document.
- II. The preferred mode of delivering written questions to the aforementioned contact person would be through post or email. Telephone calls will not be accepted. In no event will the RSDC be responsible for ensuring that bidders' inquiries have been received by RSDC.
- III. After distribution of the RFP, the contact person notified by RSDC will begin accepting written questions from the bidders. RSDC will endeavour to provide a full, complete, accurate, and timely response to all questions. However, RSDC makes no representation or warranty as to the completeness or accuracy of any response, nor does RSDC undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all.

5.6 Submission of Responses to RSDC

- 1) The bidders should submit their responses as per details given in this document (Ref. Clause 7.2) in 3 printed copies of each duly initialed on each page and on a non-rewritable CD as a single file in PDF format media in a separate sealed envelope.
- 2) The Bid would be in two parts :
 - I. Technical Proposal
 - II. Financial Bid
- 3) The CD/ DVD must be duly signed using a permanent Pen/Marker and should bear the name of the bidder.
- 4) The original proposal shall be prepared/ printed in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the bidder itself.
- 5) Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- 6) All pages of the proposal must be sequentially numbered and shall be initialed by the Authorized Representative of the bidder.
- 7) The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the Financial Bid.
- 8) All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexure to the Proposal/response.
- 9) Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

5.7 Proposal submission Format

The entire proposal shall be strictly as per the format specified in this RFP and any deviation from the formats shall be rejected.

5.8 Venue and Deadline for submission

- I. Proposals must be received at the address specified below by 1730 hours on 6th September, 2012 by the authorized representative mentioned in the document.
- II. Any proposal received by the RSDC after the above deadline shall be rejected and returned unopened to the Bidder.
- III. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- IV. RSDC shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

- V. RSDC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

6.0 RIGHTS OF RSDC

6.1 Amendment of RSDC Document

- I. At any time prior to the last date for receipt of bids, RSDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.
- II. The amendment will be intimated to all proposers who confirm their intention to participate, by email.
- III. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, RSDC may, at its discretion, extend the last date for the receipt of Bids.
- IV. The bidders are allowed to resubmit their bid- if required, after such amendments.

6.2 Supplemental information to the RFP

If RSDC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

6.3 RSDC's right to modify submission deadline

RSDC may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum through email to all confirmed proposers, in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

6.4 RSDC's right to terminate the process

- I. RSDC may terminate the RFP process at any time and without assigning any reason. RSDC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- II. This RFP does not constitute an offer by RSDC. The bidder's participation in this process may result in RSDC short listing the bidder and awarding the contract.

6.5 RSDC Rights to accept / Reject any or all Proposals

RSDC reserves the right to accept or reject any proposal, and to annul the short listing process and reject all responses at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for RSDC's action

6.6 Shortlisting Criteria

- 1) RSDC will shortlist bidding organisations that meet the short listing criteria mentioned in the RFP - Ref. Clause 5.1.
- 2) Any attempt by a Bidder to influence its bid evaluation process may result in the rejection of the Bidder's Bid.

7.0 GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSION

7.1 Preparation of Proposals

7.1.1 Mandatory Proposal Requirements

All proposals submitted must meet the following mandatory requirements in order to be considered and suitable for further evaluation

- I. Completed **Form II** detailing Proposer's Profile (Ref. Annexure)
- II. Permanent Account Number (PAN) of Proposer/each consortium member should be available from Income Tax authorities
- III. The bidder's legal name and any other name under which it carries on business as well as its business number, and whether the bidder is an individual or incorporated entity
- IV. The bidder's contact information including address, telephone and fax numbers, and email address
- V. Use of a sub-contractor is acceptable however sub-contractors should be clearly identified in the proposal. In the event of a joint submission by two vendors having no formal corporate linkage, the proposal should clearly state that one of the vendors would take overall responsibility for successful contract performance.

7.2 Proposal Content Guidelines

In order to facilitate the evaluation by the RSDC evaluation committee and to ensure each proposal receives full consideration, proposals should be accompanied by the documents as listed below. The proposals may be organized in a format at the discretion of the Proposer:

1. Proposal Submission Letter along with the following

- I. Table of Contents
 - II. Executive Summary
 - III. Vendor Profile – Use **Form II**
 - IV. The Proposer needs to follow the terms and conditions envisaged in the RFP and should submit an undertaking to the said effect as per the format in **FORM I**.
 - V. Proposals, to be considered responsive, must also contain the following certification:
“We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the RSDC reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive or in other action which the RSDC may consider appropriate.”
2. Technical Proposal which includes
- I. Approach Paper with details on methodology (ref. Clause 7.3)
 - II. Tasks with timelines (ref. clause 3.1)
 - III. Deliverables of Interim Report
 - IV. Deliverables of Final Report
 - V. Activity wise man-hours proposed

The Proposer’s proposal should effectively communicate their solution in their Approach Paper and be presented in the specified formats for RSDC to assess alternatives.

3. **Financial Bid**

The Schedule of Prices should be presented and mentioned as per **FORM III. Ref. Clause 7.4 for details for preparing Financial Bid.**

7.3 Proposed methodology

Proposed Methodology

This section should demonstrate the Bidder’s responsiveness to the specification by identifying the specific components proposed and addressing the requirements, to meet or exceed the specifications.

The description below briefly describes the proposed methodology. The selected vendor may suggest changes/ additions/ modification for more effective achievement of the objective by:

A. Referring to the research studies which have already been conducted so as to have an overall understanding of the Human Resource structure in the industry segments.

- B. Sampling of companies representing the identified industry verticals based on pre-defined criteria.
- C. Discussions with Industry stakeholders and referring to HR records/job descriptions to carry out Occupational Analysis and develop Occupational Maps.
- E. Carry out functional analysis to identify all purposeful activities required to perform the function.
- F. Identification of existing NOS, if any available, and refer to the same for carrying out functional mapping and developing NOS for the rubber sector.
- G. Development of NOS with the following characteristics:
 - i. Clear, concise and readable, in unambiguous language
 - ii. Flexible to accommodate changes in future
 - iii. Self sufficient with minimum cross references
- H. Benchmarking NOS of similar roles in other countries
- I. Matching the NOS required as per current skills and projected Skills and incorporating potential education and training need in the future to fill in the gap.
- J. The Format of NOS and Qualification Pack would be exactly as laid down in NSDC NOS Protocol attached.

7.4 Financial Bid

The Bidder shall indicate the prices of services it proposes to supply under the contract.

All costs shall be inclusive of all taxes, duties, charges and levies of State or Central Governments, as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by Bidder to RSDC. In case of upward revision to duties and taxes the Bidder will be responsible to incur the additional cost. The Bidder has to include all costs like Travel, Lodging & Boarding, Local Travel expenses, etc incurred during the implementation and RSDC will not bear any additional costs on these.

Terms of payment indicated in the RFP shall be final and binding on the Bidder and no alternate terms and conditions proposed in the Proposal shall be considered. The Bidder must also furnish separately in the financial bid the recurring / revenue expenditure, if any.

7.5 Language of the proposal

The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposal exchanged by the Bidder shall be written in the English.

7.6 Proposal currencies

All prices shall be quoted in Indian Rupees (INR).

7.7 Period of validity of proposals

Proposals shall remain valid for **One Hundred and Twenty (120) days** after the date of Proposal submission prescribed by the RSDC, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the RSDC on the grounds that it is non-responsive. In exceptional circumstances, RSDC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify its Proposal.

7.8 Format, signing and submission of proposals

The Bidder shall prepare the proposal as defined in the Clause 7.2 above. Each page of proposal must be initialled by the person authorized to sign the document and the proposal must be submitted strictly as per the timeline defined in clause 1.3 and 7.10.

7.9 Sealing and marking of proposals

The Bidder shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be addressed to –

**Rubber Skills Development Centre
PHD House, 4th Floor, Siri Fort Institutional Area, Opposite Asian Games Village
New Delhi 110016
Tel: +91 11 41009347, 41009348**

Marked Clearly

Proposal – “Development of National Occupational Standards (NOS) – Pilot Project for selected Job Roles”. - Ref. No.

- (a) Both inner envelopes shall indicate the name and address of the Bidder.
- (b) The first inner envelope shall contain the technical information with 2 hard copies duly marked “Original” and “Copy” and one soft copy (Ref. Clause 5.7 for details)
- (c) The second inner envelope shall include 2 copies of the Financial Bid duly marked “Original” and “Copy”.
- (d) The hardcopies of the Technical proposal and Financial Bid should be in separate sealed envelopes, clearly marked as “Response to RFP for Development of NOS – Pilot Project for selected Job Role” (Technical proposal or Financial Bid – as the case maybe) : Ref. No.....” from << Bidder Name and address>>” in an inner envelope.

- (e) The inner envelopes of the proposal shall be sealed in an outer envelope marked "Proposal –Development of National Occupational Standards (NOS)– Pilot Project for selected Job Roles" for RSDC
- (f) The outer envelope shall indicate the name and address of the bidder to enable the proposal to be returned unopened in case it is declared "late." Both inner and outer envelopes shall be addressed to RSDC at the address specified in this section.

7.10 Deadline for submission of proposals

Proposals must be received by the RSDC at the address specified **no later than 6th September, 1730 hrs**, India Time. RSDC may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause Amendments of Solicitation Documents, in which case all rights and obligations of the RSDC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

7.11 Late Proposals

Any Proposal received by RSDC after the deadline for submission of proposals, pursuant to clause Deadline for the submission of proposals, will be rejected.

7.12 Modification and withdrawal of Proposals

The Bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the RSDC prior to the deadline prescribed for submission of Proposals.

The Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by mail but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Bidder on the Proposal Submission Form.

7.13 Payment Terms and Conditions

1. The contract(s) signed with the successful consultant(s) will be a fixed price contract. Any travel by consultants must be included within this contract limit and not separated out for budgeting or invoicing.
2. In consideration of the contractor satisfactorily completing all of its obligations under this contract, the contractor shall be paid a firm price based on deliverables. No increase in the total price would be considered unless it is resulting from any design changes, modifications or interpretations of the specifications at the behest of written request by Authorised Person of RSDC.
3. Payments shall be made within 15 days by RSDC after submission of the invoice or claim by the Service Provider and upon verification and certification by the concerned official. RSDC representative or its nominated committee shall certify corresponding milestones agreed and achieved.
4. Payments shall be made in Indian Rupees/ INR.
5. Amount payable to the Service Provider as stated in the Contract shall remain non-negotiable and fixed during the tenure of the Contract.
6. It is proposed to enter into a deliverables based payment with the Bidding Agency selected to conduct this exercise details of which are as under:

I.	Signing of the contract between RSDC & Proposer	10%
II.	Validation of First Cut of NOS	30%
III.	Final submission of NOS after discussion and validation	30%
IV.	Approval of N.O.S. by QRC	30%

8.0 PROPOSAL OPENING AND EVALUATION

RSDC has constituted a Proposal Evaluation Committee (comprising of N.O.S Sub-Committee and RSDC officials) to open and evaluate the responses of the bidders to the RFP.

8.1 Presentation by Bidders & Opening of the Bid

Each bidder could be required to make a presentation to the Proposal Evaluation Committee (as per the Evaluation criteria listed in 8.4)

8.2 Evaluation Process

1. The Proposal Evaluation Committee constituted by the RSDC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence shall be rejected.
2. The decision of the Proposal Evaluation Committee in the evaluation of responses to the Expression of Interest shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
3. Each of the bidders need to comply with the short listing / pre-qualification criteria as defined in the RFP to qualify for subsequent submission of proposal to the RFP for selection of the Bidding Agency.
4. Each of the responses shall be evaluated to validate compliance of the bidders according to the following criteria as per format and supporting documents mentioned against each clause.

8.3 Clarification of proposals

- To assist in the examination, evaluation and comparison of Proposals, RSDC may at its discretion, ask the Bidder for clarification of its Proposal.
- RSDC will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.
- Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected.
- Prior to the detailed evaluation, RSDC will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. RSDC's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.
- A Proposal determined as not substantially responsive will be rejected by RSDC and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

8.4 Evaluation and comparison of proposals

Evaluation of Bid

- A two-stage procedure will be utilised in evaluating the bids, with evaluation of the Technical proposal being completed prior to any commercial bid being opened and compared. The commercial bid of the Proposers will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 100 points in the evaluation of the technical proposal. The Technical proposal will be evaluated on the basis of its meeting the Evaluation parameters in the Table given below in **“Evaluation Criteria for Technical Proposal”**
- In the Second Stage, the commercial bid of all contractors, who have attained 70 % of the Technical Proposal evaluation criteria will be opened and compared.
- The contract will be awarded to the Proposer who scores highest marks aggregated for technical and financial bid (70% weightage to Technical proposal and 30% to financial bid).

Evaluation Criteria for the Technical Proposal :

S. No.	Evaluation Criteria	Definition	Point Score
1.	Capability and Technical ability	Understanding of the project and knowledge of issues relating to the creation of National Occupational Standards and ability to meet the project objectives.	20
2.	Regional/Field Presence	Span of spread of Operations, of the Organisation across States/ Regions	10
3.	Methodology of Execution	Description of the project management methodology work plan describing processes, key activities, approach to the research, consultation, and development process, detailed work breakdown structure, understanding of major deliverables and control systems to be used to efficiently manage the project	25
4	Timelines for Execution	Capacity to achieve milestones and complete the project timelines as defined in the RFP	10

5.	Prior Experience of having Worked in the Rubber Sector	Preference to be given for Rubber sector work	10
6.	Experience on work related to N.O.S. for any SSC	Prior experience of developing N.O. S. for any Sector Skill Council	10
7.	Profile of the Consultants/ Senior people managing the project at the Regional or Zonal level	Minimum 5 senior level person including the Head of Department (of which minimum one person should have the rubber industry experience)	15
TOTAL POINTS			100

The contract will be awarded to the Contractor based on the assessment of the Proposal Evaluation Committee of the RSDC. The decisions of the Evaluation Committee in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

9.0 AWARD OF CONTRACT

9.1 Criteria for award of contract

The RSDC reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder(s) of the grounds for the RSDC's action. Prior to expiration of the period of proposal validity, the RSDC will award the contract to the qualified Bidder whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

9.2 RSDC's right to vary requirements at time of award

RSDC reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

9.3 Service Level Agreements (SLA's)

The Contract would clearly mention the SLA' for all milestones with defined tasks and timelines.

9.3.1 Service Level Default

The Bidders performance to Service Levels will be assessed as per agreed Service Level Agreements (SLAs). Default will occur if Bidder fails to meet the target service levels, as measured on a monthly basis, for a particular Service Level.

9.3.2 Penalty computation All delays, failures to adhere to the SLAs will attract a financial penalty. This will be mutually decided by the selected bidder and RSDC while signing the contract

9.4 Signing of the contract

Within 3 days of receipt of the contract the successful Bidder shall sign and date the contract and return it to the Purchaser.

The RSDC reserves the right to:

- Reject any or all proposals received
- Enter into negotiations with one or more applicant on any aspects of the proposal
- Accept any proposal in whole or in part
- Award or negotiate one or more consultancy agreements
- Verify any or all information provided in the proposal

The selected vendor will be notified in writing by RSDC. As noted earlier in this document, this date is subject to change at the sole discretion of the RSDC. The signing of an agreement between RSDC and the vendor is subject to the approval of the RSDC's Funding Partner

9.5 Contract Finalization

The contract to be entered into between the selected vendor and RSDC will be finalized with the vendor by the RSDC and will contain RSDC standard terms and conditions. If, in the opinion of the RSDC, it appears that a contract will not be finalized with the selected vendor within three (3) days, negotiations with other vendors submitting responsive proposals may be undertaken.

9.6 Order of Precedence

RSDC being the Major Stakeholder, the assigned employees shall manage proposals, funds, access monitoring & analytic information and generate reports and maintain data on the following:

- Manage Proposal details
- Fund Approval

- Fund Disbursement
- Compliance tracking and monitoring
- View canned reports and documents
- Generate Reports
- Ad-hoc querying

10.0 Force Majeure: Other changes in Conditions

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to RSDC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify RSDC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, RSDC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, RSDC shall have the right to suspend or terminate this Contract as mentioned below.

10.1 Termination

- RSDC may terminate this Contract for cause, in whole or in part, upon 15 days notice, in writing. The initiation of arbitral proceedings in accordance with para given below on "Settlement of Disputes" below shall not be deemed a termination of this Contract.

- RSDC reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case RSDC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In such a case, the contractor will have to pay the entire amount dispersed by RSDC within 15 days of receiving the notice.
- Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, RSDC may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform RSDC of the occurrence of any of the above events.

10.2 Settlement of disputes

10.2.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the RSDC's Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

10.2.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the RSDC's Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10.3 Observance of Law

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

10.4 Authority to Modify

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against RSDC unless provided by an amendment to this Contract signed by the authorized official of RSDC.

10.5 Reporting: The consultants shall operate from own offices and based at the focus district for the purposes of the related field works this task. However, he/she will attend briefing meetings at RSDC.

DRAFT

ANNEXURES

FORM - I

(RFP for Developing National Occupational Standards -Pilot Project for Selected Job Roles for RSDC)

PROPOSER'S UNDERTAKING LETTER (to be on Proposer's letterhead)

To:

Rubber Skills Development Centre
PHD House, 4th Floor, Siri Fort Institutional Area, Opposite Asian Games Village
New Delhi 110016
Tel: +91 11 41009347, 41009348
Email: sumita.rastogi@rsdcindia.in / info@rsdcindia.in

Dear Sir/Madam,

We, the undersigned, as Proposer, having examined the complete RFP document (along with its annexure, forms etc), do hereby offer to **Develop National Occupational Standards for selected Job Roles in the Rubber Industry for use by RSDC** in full conformity of your requirements as elaborated in above said RFP for the amounts mentioned by us in the Financial bid or such other sums as may be agreed to between us.

We hereby agree to all the terms and conditions stipulated in the RFP and submit herewith our proposal for the said Project.

Yours faithfully,

(Authorised Signatory)

In the capacity of _____

Duly authorized to sign the proposal for and on behalf of Principal Proposer.

FORM –II
PROPOSERS’ PROFILE

To:

Rubber Skills Development Centre
PHD House, 4th Floor, Siri Fort Institutional Area, Opposite Asian Games Village
New Delhi 110016
 Tel: +91 11 41009347, 41009348
 Email: sumita.rastogi@rsdcindia.in / info@rsdcindia.in

Dear Sir/Madam,

Sub: Your RFP for “Developing National Occupational Standards-Pilot Project for Selected Job Roles” in Rubber Industry

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer. We also hereunder submit the required information:

RSDC’s requirements	Proposer response
Year of establishment of the Company	Mention date of establishment and enclose proof
Names and background of main promoters	Give details
Nature of business	Specify
Net Worth as of the last financial Year (specify year) of the Proposer / Group as applicable.	Mention figures in Rs. in lac and enclose supporting audited financial statements
Profits for the last Financial Year for the proposer/ group, as applicable	
Turnover for the last Financial Year for the proposer/ group, as applicable	

We understand that RSDC is not bound to accept the offer and that RSDC has the right to reject the offer without assigning any reasons whatsoever.

Yours faithfully,

Authorised Signatory of Proposer
 (Name & Designation, seal of the firm)

FORM III
Financial Bid

To:

Date

Rubber Skills Development Centre
PHD House, 4th Floor, Siri Fort Institutional Area, Opposite Asian Games Village
New Delhi 110016
Tel: +91 11 41009347, 41009348
Email: sumita.rastogi@rsdcindia.in / info@rsdcindia.in

Dear Sir/Madam,

Reg: **Your RFP for “Developing National Occupational Standards - Pilot Project for Selected Job Roles” in Rubber Industry**

Having examined the proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Develop National Occupational Standards for selected Job Roles in the Rubber Industry for use by RSDC** in conformity with the said proposal documents for the sum of(Rs.)

We undertake, if our proposal is accepted, to deliver in accordance with the delivery schedule specified in the RFP. Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any proposal you may receive.
Dated this..... Day of.....2012

(Signature)

(Name) (in the capacity of)

Duly authorized to sign proposal for and on behalf of the Proposer.

Schedule of prices (Financial Bid)(**Format at discretion of Proposer**)