

***RFP* NO. NPC/ES/E- learning/01/2020-21
August 20, 2020**

Request for Proposal

FOR

**SELECTION OF AGENCY FOR DESIGNING,
DEVELOPMENT & EXECUTION OF e-
LEARNING MODULES for “PATENT AGENT
EXAMINATION”**



**NATIONAL PRODUCTIVITY COUNCIL
5-6, INSTITUTIONAL AREA
LODI ROAD, NEW DELHI-110003**

CONTENTS

CHECK LIST4

1. List of documents/supporting documents to be enclosed in the *RfP*4
2. List of Annexure/Appendix to be enclosed in the Financial Bid4
1. Preamble5
2. General Instructions5
3. Schedule for Invitation to *RfP*6

SECTION II- Instruction to Bidders8

1. Procedure for Submission of *RfP*8
2. *RfP* Prices8
3. Firm Prices8
4. Discount8
5. Period of Validity of *RfP*9
6. Format and Signing of *RfP*9
7. Terms and Conditions of Bidder9
8. Address for Correspondence9
9. Opening of *RfP* by NPC9
10. Criteria for Evaluation of *RfP*10
11. Evaluation of Financial Bid:10
12. Bid Evaluation Process11
13. NPC's Right to vary scope of contract at the time of award11
14. NPC's Right to accept any *RfP* and to reject any or all *RfP*11
15. Clarification11
16. Notification of Award11
17. Signing of Contract12
18. Rejection Criteria12

SECTION III - GENERAL CONDITIONS OF CONTRACT13

1. Definitions13
2. Application13
3. Standards13
4. Use of Contract Documents and Information13
5. Limitation of Liability14
6. Period of Contract14
7. Payment Modalities14
8. Currency of Payment14
9. Change Orders15
10. Contract Amendments15
11. Assignment15
12. Sub-contracts15
13. Delays in the Vendor's Performance15
14. Liquidated Damages15
15. Termination for Default16
16. Force Majeure16
17. Termination for Insolvency16
18. Termination for Convenience16

19. Dispute Resolution	17
20. Governing Language	17
21. Applicable Law	17
22. Notices	18
23. Price Fall	18
24. Prices	18
25. Deductions	18
26. Taxes and Duties	18
27. "No Claim" Certificate	19
SECTION IV - CONTENTS OF COMMERCIAL RFP	20
Annexure 4.1.1	20
Annexure 4.1.2	21
Annexure 4.1.3	22
Annexure 4.1.4	23
SECTION-V- SCHEDULE OF REQUIREMENTS	24
1. Scope of Work	24
2. Deliverables	25
3. Eligibility Criteria	26
SECTION VI – APPENDICES	27
Appendix A	27
Appendix B	29
Appendix C	31

CHECK LIST**1. List of documents/supporting documents to be enclosed in the RfP**(Please refer to [Eligibility Criteria under Clause 3 of Section V](#))

S. No.	Description	Whether Enclosed (Y/N)
(i)	Bidder Must be a Registered Patent Agent have a valid Company Registration No., GST Number, PAN Number, NSIC certificate etc. The copies of the documents to be provided by the Bidder.	
(ii)	The Bidder should have a local office in Delhi/NCR. An undertaking from Bidder is to be given in this regard.	
(iii)	The Bidder should have all necessary infrastructure facilities like Software's related to designing & content framing, including Graphic Designers, Proof Readers/Typists in English language etc. The details should be provided.	
(iv)	The Bidder should have minimum Five years of experience in IPRs related aspects including Patent Filing, Drafting, Examination Report Handling, Hearing, Objections addressing till Grant etc.	
(v)	The Bidder who has produced similar work for Govt. Ministries or Central/State Govt. Departments shall be preferred. The testimonials should be provided.	
(vi)	The agency/Bidder should have never been blacklisted/barred (temporary or permanent) disqualified by any regulator/statutory body/public sector undertaking in India or internationally, Department of Govt. of India The Bidder must give a declaration to this effect on its letterhead.	
(vii)	The Bidder Must be a Registered Patent Agent & Valid, Active certificate thereof	

Important Note: This list should be duly filled, signed and placed in the cover containing the RfP.**2. List of Annexure/Appendix to be enclosed in the Financial Bid**

S. No.	Description	Whether Enclosed (Y/N)
(i)	Financial Bid Letter (Annexure 4.1.1)	
(ii)	Financial Bid (Annexure 4.1.2)	
(iii)	Summary of Cost of Services offered (Annexure 4.1.3)	
(iv)	Detailed Price Bid (BoQ) (Annexure 4.1.4)	

Important Note: The Annexures supporting the above list shall be placed in the cover containing the Financial Bid

SECTION-I – Invitation for RfP

1. Preamble

- a) This RfP is for the selection of a agency/company/firm/individual for **DESIGNING, DEVELOPMENT & EXECUTION OF e-LEARNING MODULES for “PATENT AGENT EXAMINATION”**
- b) RfP prepared in accordance with the procedures enumerated in **Clause 2.1** should be submitted in sealed envelope only through mail, courier etc. not later than the date and time laid down as per **Clause 1.2.1** at the address given in the **Schedule for Invitation to RfP under Clause 1.2.**
- c) Not more than one RfP shall be submitted by one Bidder or Bidder having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to participate for the same contract as separate competitors. A breach of this condition will render the RfP of both parties liable to rejection.
- d) Bidder who have downloaded the RfP from the NPC website www.NPC.gov.in, shall not tamper/modify the RfP form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, RfP will be completely rejected and Bidder is liable to be banned from doing business with NPC.
- e) Intending Bidder are advised to visit again NPC website www.NPC.gov.in at least 3 days prior to closing date of submission of RfP for any corrigendum / addendum/ amendment.
- f) The Hard Copy of original instruments in respect of cost of RfP document, original copy of affidavits, certificate, etc must be delivered to the address as mentioned in the clause 1.2 on or before RfP opening date/time as mentioned in critical date sheet. NPC may reject the RfP for non-submission of payment instrument like DD, etc., against the submitted RfP. The RfP fee shall be non refundable.
- g) RfP will be opened as per date/time as mentioned in clause 1.2.1. After opening of Technical RfP the results of their qualification as well Financial Bid opening date will be intimated later.
- h) All RfP must be accompanied by an RfP Fee & RfP Securing Declaration
- i) The conditions for Pre-Qualification of the Bidder as mentioned in clause 2.18 should be fulfilled for consideration of the RfP.

2. General Instructions

- Bidder are advised to study the RfP document carefully. Submission of RfP shall be deemed to have been done after careful study and examination of the RfP document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in [Procedure for Submission of RfP under Clause 1 of Section II](#) should be submitted to NPC not later than the date and time laid down at the address given in the [Schedule for Invitation to RfP under Clause 2 of Section I.](#)
- The RfP Document is not transferable.

3. Schedule for Invitation to RfP

a) **Name of the Purchaser:**

National Productivity Council,
5-6, Institutional Area,
Lodi Road,
New Delhi-110 003

b) **Addressee and Address at which RfP to be submitted :**

Director & Group Head (ES),
National Productivity Council,
5-6, Institutional Area,
Lodi Road,
New Delhi-110003

c) **Latest Time and Date for receipt of RfP**

On or before 17:30 hours of 31st AUGUST, 2020

d) **Name of the Contact Person for any clarification :**

Mr. Nakul

Deputy Director (ES),
National Productivity Council,
5-6, Institutional Area,
Lodi Road,
New Delhi-110003

E-mail-nakul@npcindia.gov.in

Phone No.:011-24607309

Mob. No.-9873553520

e) **Place, Time & date of RfP opening :**

National Productivity Council,
Sangam Hall, 1st Floor,
5-6, Institutional Area,
Lodi Road, New Delhi – 110003

At 1130 Hrs of **02nd September 2020**

f) **Important Dates :**

The following table provides information regarding the important dates of the Bid processing for this R/P :

A	<i>Bid Document Fee to be submitted</i>	<i>Nil</i>
B	Published Date	<i>21st August 2020 at 17:30 hrs</i>
C	<i>Bid Submission Start Date</i>	<i>21st August 2020 at 17:30 hrs</i>
D	<i>Bid Submission End Date</i>	<i>31st August 2020 at 17:30 hrs</i>
E	Technical <i>Bid</i> Opening Date	<i>02nd September 2020 at 11:30 hrs</i>
F	Financial Bid Opening Date	<i>To be communicate later</i>

SECTION II- Instruction to Bidders

1. Procedure for Submission of *RfP*

- 1.1. It is proposed to have two separate Covers/Folders viz. technical *RfP* and financial Bid through a two cover system. Two separate covers containing technical and financial Bid need to be placed in a single large envelope.
- 1.2. The Bidder must submit its Technical *RfP* and Financial Bid in two separate folders & same has to be uploaded on CPP Portal “**No Physical copies are required at this stage**”
- 1.3. **The uploaded technical Bid folder has to have a covering page with RfP Number, Date of Submission.**

2. *RfP* Prices

- 2.1. The Bidder shall indicate in the proforma prescribed at [Annexure 4.1.3 of Section IV](#), the unit prices and total Prices for **DESIGNING, DEVELOPMENT & EXECUTION OF e-LEARNING MODULES for “PATENT AGENT EXAMINATION”** that the later proposes to provide under the Contract.
- 2.2. The unit prices quoted in the above mentioned proforma will be used to calculate charges for ‘change orders’, if any.
- 2.3. In the absence of the above information, as requested in Clause 2.1 and 2.2 above, a *Bid* may be considered incomplete and summarily rejected.
- 2.4. The Bidder shall prepare the *Bid* based on details provided in the *RfP* documents. Bidder shall carry out the detailed study of the content in accordance with the requirements of the *RfP* document and it shall be the responsibility of the Bidder to fully meet all the requirements of the *RfP* document. If during a detailed study any upward revisions of the specifications and sizes given in the *Bid* document are to be made to meet the requirements of *Bid* document, all such changes shall be carried out within the lump sum contract price without any impact to the NPC.

3. Firm Prices

- 3.1. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in [Annexure 4.1.3 of Section IV](#) enclosed with the *RfP*. The *Bid* Prices shall be indicated in Indian Rupees (INR) only.

4. Discount

- 4.1. The Bidder are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the NPC shall avail such discount at the time of award of contract.

5. Period of Validity of *RfP*

- 5.1. *RfP* shall remain **valid for 60 days** after the last date of submission of *RfP* prescribed by the NPC. A *RfP* valid for a shorter period may be rejected by the NPC as non-responsive.
- 5.2. In exceptional circumstances, the NPC may ask the Bidder to extend the validity of the *RfP*. However, A Bidder will not be permitted to modify its *RfP*.

6. Format and Signing of *RfP*

- 6.1. The Bidder shall prepare two copies of each Bid, clearly marking each "**Original**", and "**First Copy**" as appropriate in accordance with Clause 1. In the event of any discrepancy between them, the original shall govern.
- 6.2. The original and first copy of the Bid shall be typed. The original and first copy shall be signed by the Bidder or a person or persons duly authorized.
- 6.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

7. Terms and Conditions of Bidder

- 7.1. Printed terms and conditions (General Conditions) of the Bidder will not be considered as forming part of their *Bid*.
- 7.2. Similarly in case the Services being offered have deviations from the specifications laid down in [Schedule of Requirements under Section V](#), the Bidder shall describe in what respects and to what extent the Services being offered differ/deviate from the specifications, even though the deviations may not be very material. The Bidder must state categorically whether or not his offer conforms to Bidspecifications as indicated in **Section V - Schedule of Requirements**.

8. Address for Correspondence

- 8.1. The Bidder shall designate the official mailing address, place, mobile no. and email to which all correspondence shall be sent by the NPC.

9. Opening of *RfP* by NPC

- 9.1. The NPC will open the *RfP*, in the presence of the representatives of the Bidder who choose to attend, at the time, date and place, as mentioned in [Schedule for Invitation of *RfP* under Clause 2 of Section I](#) of this document.
- 9.2. The Bidder ' names, modifications, *RfP* withdrawals and the presence or absence of the requisite *RfP* **fee** and such other details as the NPC, at its discretion, may consider appropriate will be announced at the *RfP* opening.

10. Criteria for Evaluation of RfP

- 10.1. The **Bidder** with **highest score under Quality and Cost Based Selection (QCBS)** will be awarded the work.
- 10.2. Technical Proposals will be evaluated on the following parameters of the **Bidder**:

S. No.	Description	Weightage (Max: 70%)
(i)	The Bidder should have all necessary infrastructure facilities like Software's related to designing & content framing, Graphic Designers, Proof Readers/Typists in English language etc. The details should be provided.	40
(ii)	The Bidder should have minimum Five years of experience in IPRs related aspects including Patent Filing, Drafting, Examination Report Handling, Hearing, Objections addressing till Grant etc.	25
(iii)	The Bidder should have experience of E- Learning in IPR or experience of Training in IPR	20
(iv)	The Bidder who has produced similar work for Govt. Ministries or Central/State Govt. Departments shall be preferred. The testimonials should be provided.	15
	TOTAL	100

11. Evaluation of Financial Bid:

In this phase, the Financial Bid of the Bidder, who are technically qualified in Phase I, shall be opened. The Financial Bid should contain the total price as mentioned in Annexure 4.1.3 of Section IV, proposed to be charged by the Bidder

In the QCBS method of selection of Bidder, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score of 100 points. The individual Bidder's commercial scores are normalized as per the formula below:

$$Sf = Fm/F \times 100$$

- Sf=Normalized commercial/financial score for the Bidder under consideration
- Fm= Minimum absolute financial quote/lowest price
- F=Absolute financial quote for the Bidder under consideration

$$\text{Composite Score (S)} = St \times T + Sf \times P.$$

- St= Technical Score out of 100 points as per scoring model provided at 11.2
- T= the weight given to the Technical Proposal i.e. 70%
- P= the weight given to the Financial Proposal i.e. 30%

NPC will award the Contract to the successful Bidder whose R/P has been determined to be technically qualified and achieving the highest combined technical and financial score, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The NPC will however not bind itself to accept the lowest evaluated Bid or any Bid and reserves the right to accept or reject any R/P.

12. Bid Evaluation Process

All the received proposals will be examined by the committee constituted by NPC for opening the *RFP*. The committee will check all the requisite documents submitted by the proposer. The committee will prepare a list of all eligible companies/firms and will recommend their name for technical evaluation.

NPC will adopt a two *Bid* selection process in evaluating the proposals. First, the technical evaluation will be carried out as specified in evaluation procedure by committee. Based on this technical evaluation, a list of shortlisted applicants will be prepared and subsequently the financial evaluation will be carried out.

The evaluation of proposals/*Bid* shall be done based on Quality and Cost Based Selection (QCBS). NPC will allot 70% weightage to the technical proposals while the financial proposals will be allotted a weightage of 30%. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

13. NPC's Right to vary scope of contract at the time of award

- 13.1. NPC may at any time, by a written order given to the Bidder pursuant to [Assignment under Clause 12 of Section III](#) make changes within the general scope of the Contract. Accordingly, the NPC reserves the right to place revised order(s) within the **Contract Period**, of upto 50% of the Contract value.
- 13.2. The NPC shall reserve the right, not to purchase Design, development and Execution of e-Learning modules and it shall also reserve the right to place the order phase wise.

14. NPC's Right to accept any *RfP* and to reject any or all *RfP*

- 14.1. NPC reserves the right to accept any *RfP*, and to annul the *RfP* process and reject all *RfP* at any time prior to award of Contract, 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 the NPC's action.

15. Clarification

- 15.1. When deemed necessary, the NPC may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the *RfP* submitted or price quoted.

16. Notification of Award

- 16.1. Prior to the expiration of the period of *RfP* validity, the NPC will notify the successful Bidder in writing by registered letter or by fax or email, to be confirmed in writing by registered letter, that its *RfP* has been accepted.
- 16.2. The notification of award will constitute the formation of the Contract.

17. Signing of Contract

- 17.1. At the same time as the NPC notifies the successful Bidder that its *R/P* has been accepted, the NPC will send the Bidder the Contract Form ([Appendix A of Section VI](#) provided in the *R/P* Document, incorporating all agreements between the parties).
- 17.2. Within **03 days** of receipt of the Contract Form, the successful Bidder shall sign the Contract with date and return it to the NPC.

18. Rejection Criteria

18.1. Commercial Rejection Criteria

The following vital commercial conditions should be strictly complied with failing which the *R/P* will be rejected.

- a. Offers of following kinds will be rejected:
 - i. Email ID not provided
 - ii. Offers which do not confirm unconditional validity of the *R/P* for 60 days from the date of opening of *R/P*.
 - iii. Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
 - iv. Offers which do not conform to NPC's price *Bid* format.
 - v. Any other criteria which NPC seems fit to reject.
- b. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them including the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

SECTION III - GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- i. **"NPC"** means the National Productivity Council
- ii. **"The Purchaser"** means the Director General (DG), NPC or any other representative authorized by DG, NPC
- iii. **"Purchase Officer"** means the officer signing the acceptance of *R/P* and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- iv. The **"Contract"** means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.
- v. The **"Vendor"** means the person or the firm or the company with whom the order of comprehensive annual maintenance services is placed.
- vi. **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. **"Service"** means content framing, printing, graphic designing, proof reading, Hindi/English language typing etc.
- viii. **"Acceptance of *RfP*"** means the letter/or email any memorandum communicating to the selected Bidder the acceptance of his *R/P* and includes an advance acceptance of his *R/P*.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Vendor shall ensure that the publication services provided as per the Contract against all purchase orders should be without any additional cost to the Purchaser.

4. Use of Contract Documents and Information

4.1. The Vendor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed

person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 4.2. The documents along with enclosures submitted by the **Bidder** will be the property of NPC.

5. Limitation of Liability

- 5.1. Except in case of gross negligence or willful misconduct on the part of the vendor or on the part of any person or company acting on behalf of the vendor in executing the work or in carrying out the services, the vendor, with respect to damage caused by the vendor to property and/ or assets of the purchaser or of any of the Purchaser's vendors, shall not be liable to Purchaser:
- (a) For any indirect or consequential loss or damage; and
 - (b) For any direct loss or damage that exceeds
 - (i) The Contract Value, or
 - (ii) The proceeds the vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability, whichever of (i) or (ii) is higher.
- 5.2. This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor/ Vendor's Team or any person or firm/ company acting on behalf of the Vendor in executing the work or in carrying out the services.

6. Period of Contract

- 6.1. This contract for execution of e-learning module **will be valid for a period of one year. The Contract Period will be extendable up to further two years on yearly basis on same terms and conditions of the contract at the sole discretion of the Purchaser.**
- 6.2. Start date of execution of services will vary as per the start dates mentioned in **Work Order** issued to the vendor.
- 6.3. Notwithstanding the provisions of **Clauses 15, 16, 17, and 18 below**, the period of Contract shall be valid subject to the satisfaction of the Purchaser.

7. Payment Modalities

- 7.1. No Advance payment would be made to vendor.
- 7.2. Payment for First Installment, 50% of total contract value will be done after receiving the Draft E-Learning Module in Complete form and as per "**Scope of Work**" laid down in **Section V-Schedule of Requirements.**
- 7.3. Second installment of 30% of total contract value will be done after receiving the **final** E-Learning Module in Complete form and as per "**Scope of Work**" laid down in **Section V-Schedule of Requirements.**
- 7.4. The remaining 20% payment will be done after **complete evaluation of answer copies and successful result submission of conducted exam**

8. Currency of Payment

- 8.1. Payment shall be made in Indian Rupees only.

9. Change Orders

- 9.1. The Purchaser may at any time, by a written order given to the Vendor pursuant to Clause 24, make changes within the general scope of the Contract to increase/decrease quantities of services etc.
- 9.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this Clause must be asserted within **thirty (30) days** from the date of the Vendor's receipt of the Purchaser's change order.

10. Contract Amendments

Subject to **Clause 12 below**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

11. Assignment

The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent. The permission, if any, of the purchaser has to be taken within 07 days of award of the contract.

12. Sub-contracts

The Vendor shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his R/P. Such notification, in his original R/P or later, shall not relieve the Vendor from any liability or obligation under the Contract.

13. Delays in the Vendor's Performance

- 13.1. An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
- 13.2. If at any time during performance of the Contract, the Vendor or its sub-contractor(s) should encounter conditions impeding performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. If the vendor request to the performance of services is not found acceptable to the purchaser, **Clause 13.1** would be invoked.

14. Liquidated Damages

- 14.1. Liquidated damages will be applied if the vendor is not able to fulfill the timelines as contained in **SECTION-V- SCHEDULE OF REQUIREMENTS** of **RfP** , the Purchaser shall without

prejudice to its other remedies under the Contract, deduct from the liquidated damages, a sum equivalent to the **0.5 per cent per day** or part thereof **from the work order value**.

- 14.2.** The maximum **Liquidated Damages** will be levied up to **of 10% of the of the total Contract/work order value**.
- 14.3.** If the vendor delays as per stipulated timelines for more than two weeks, the Purchaser may consider termination of the Contract pursuant to **Clause 15** below.

15. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by 30 days prior written notice of default sent to the Vendor, terminate the Contract in whole or in part:

- a) If the Vendor fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to **Clause 14** above; OR
- b) If the Vendor fails to perform any other obligation(s) under the contract.

16. Force Majeure

- 16.1.** Notwithstanding the provisions of **Clauses 13, 14, 15**, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 16.2.** For Purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 16.3.** If a force Majeure situation rises, the Vendor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

18. Termination for Convenience

The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon

which such termination becomes effective.

19. Dispute Resolution

If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days notice to refer the dispute to arbitration to the other Party in writing.

- 19.1. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 19.2. The Arbitration proceedings shall be held in Delhi, India.
- 19.3. The Arbitration proceeding shall be governed by the substantive laws of India.
- 19.4. The proceedings of Arbitration shall be in English language.
- 19.5. Sole arbitrator may be appointed with the consent of both the Parties & the award of the arbitrator shall be final and binding on both the parties.
- 19.6. It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- 19.7. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- 19.8. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- 19.9. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

20. Governing Language

The Contract shall be written in the English language. Subject to **Clause 21** below, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

21. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of India.

22. Notices

- 22.1. Any notice by one party to the other pursuant to the Contract shall be sent in writing or by fax/email and confirmed in writing to the address specified for that purpose in the contract.
- 22.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

23. Price Fall

- 23.1. The prices charged for services provided under this contract by the Vendor shall in no event exceed the lowest price at which the Vendor sells Services or offers to sell Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.
- 23.2. If any time during the contract period the Vendor reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State or Central Govt. or any department. of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.
- 23.3. Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the currency of contract. The Purchaser, however, reserves the right to review and negotiate the charges payable for Services at the beginning of each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.

24. Prices

Prices to be firm: The prices quoted for the publication shall be firm throughout the currency of contract and shall not be subject to any variation.

25. Deductions

Payments, as envisaged in **Clause 7**, shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this R/P.

26. Taxes and Duties

The Vendor shall be entirely responsible for all taxes, **duties, octroi, license fees and demurrage charges etc.**, incurred of the contracted Services to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Vendor.

27. "No Claim" Certificate

The Vendor shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Vendor after he shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

SECTION IV - CONTENTS OF COMMERCIAL RFP**Annexure 4.1.1****Commercial RFP Letter**

To

**Director & GH (ES),
National Productivity Council,
5-6, Institutional Area,
Lodi Road, New Delhi – 110003**

Ref : RFP No. _____

Sir,

I/We declare:

1. That my/our principals are equipped with adequate resources required for providing Design, Development & Execution of e- Learning modules for Patent Agent Examination and open for inspection by the representatives of the National Productivity Council.
2. I/We hereby offer to provide the Services at the prices and rates mentioned in the **Annexure 4.1.3** of the Commercial RFP.
3. I/We enclose herewith the complete **Financial Bid** as required by you. This includes:

S. No.	Description
(i)	Financial Bid Letter (Annexure 4.1.1)
(ii)	Financial Bid (Annexure 4.1.2)
(iii)	Summary of Cost of Services offered (Annexure 4.1.3)
(iv)	Detailed Price Bid (Annexure 4.1.4)

4. I/We agree to abide by our offer for a period of **30 days** from the date fixed for the opening of the RFP and that we shall remain bound by a communication of acceptance within that time.
5. I/We have agreed to abide by the Scope of Work of the RFP and I/we do hereby undertake to provide publication services as per these terms and conditions.
6. I/We certify that the bidder is :
 - a) The Constituted attorney of the company and the person signing the bid is the constituted attorney of the Company.

OR

- b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.

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

7. I/We do hereby undertake, that, until a formal contract is prepared and executed, this RFP, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.

Date: _____

Signature of the Bidder : _____

Name : _____

Full Address : _____

Telephone No : _____

Email : _____

Details of enclosures:

1.

Financial

RfP Particulars for RfP No. _____

1. Name of the Bidder _____
2. Address of the Bidder _____
3. Name of the Company _____
4. Address of the Company _____
5. Bidder Proposal Number and date _____
6. Name and address of the officer to whom _____

all references shall be made regarding this R/P _____

Tel. No: _____

Cell No.: _____

Fax No: _____

E-mail : _____

Witness :

Signature -----

Name -----

Address -----

Date -----

Bidder :

Signature -----

Name -----

Address -----

Date -----

Company Seal

Annexure 4.1.3

SUMMARY OF THE COSTS OF SERVICES OFFERED

(Please see [Clause 2 & 3 of Section- II - Instruction to Bidder](#))

S. No.	Item Description	Price (in Rs.)
1	Design of E-learning module i.e. course content, Hours of study and Lecture(On- Line)Required	
2	Development of Course material	
3	Execution of E- Learning Modules	
	Total Cost	

Signature of Witness

Date

Place

Signature of Bidder

Date

Place

“BOQ” DETAILED PRICE RFP

SI. No.	Item Description	Quantity	Units	Rate (Without Taxes) in Rs.	Tax in %	Cost (with taxes) in Rs.	Cost (without taxes) in Rs.	Total Cost (without taxes) in Rs.
1	Design of E-learning module i.e. course content, Hours of study and Lecture(On-Line)Required	1						
2	Development of Course material	1						
3	Execution of E- Learning Modules	Once (One Time)						
Total in Figures								
Quoted Rate in Words								

Signature of Bidder

Date

Place

SECTION-V- SCHEDULE OF REQUIREMENTS

1. Scope of Work

The National Productivity Council (NPC) is inviting R/P for **SELECTION OF AN AGENCY FOR DESIGNING, DEVELOPMENT & EXECUTION OF e-LEARNING MODULES** for “PATENT AGENT EXAMINATION”

Conceptualization of e- Learning Module

- Design of curriculum,
- Details of Topics to be covered
- Content/Reading material development with details of ref. study material and proof reading, creating info-graphics
- Schedule & hours of dedication topic wise
- Preparation of Exercises, Q& A Quizzes
- Execution of e-Learning Module
- Preparation of Question Papers for Examination

The specification of Design, Development & Execution shall include the following:

S No.	Particulars	Specification	Time Lines(Days)
I	Design of curriculum	The pedagogy should be unique and to be developed for a e- Learning Program of 30 Hours in total for 5 Days duration. Out of 30 Hours 20 Hours i.e. 4 Hours/day will be live on-line sessions The developed curriculum will be as per requirement of Patent Agent Examination	T ₀ + 5 Days
ii	Details of Topics to be covered	Clear Demarcation of topics for proposed e- Learning course	T ₀ + 10 days
iii	Content/Reading material development with details of ref. study material and proof reading, creating info-graphics	<ol style="list-style-type: none"> 1. There should be no Copy Rights violation for Development of Content/Reading material 2. All the copy Rights of Developed such reading Content/ Material will be of NPC's. The Successful Bidder will have no claims whatever in this regard. 	T ₀ + 20 days (first draft of e-Learning Module)
iv	Schedule & hours of dedication topic wise	The Curriculum should clearly indicate the total Hours Required to be Dedicated by learner for Developed Reading Content.	
v	Preparation of Exercises, Q& A	Clearly indicate Time to be devoted for each exercise by students	T ₀ + 25 days

	Quizzes		
vi	Preparation of 4 Sets of Question Papers for Examination to be uploaded NPC e-Learning Platform	It will be as per Patent Agent Examination Pattern and relevant	$T_0 + 30$ days (Final e-Learning Module in complete form)
vii	Execution of e-Learning Modules through Webex Platform	4 Hours/day for 5 days will be live on-line sessions. So , total online duration with participants will be 20 Hours	Starting Date To be decided Later

Note:- T_0 is the date of award of contract

The agency shall undertake all required work in consultation with NPC.

2. Deliverables

- Design of curriculum,
- Details of Topics to be covered
- Content/Reading material development with details of ref. study material and proof reading, creating info-graphics
- Schedule & hours of dedication topic wise
- Preparation of Exercises, Q& A Quizzes
- Submission of Copy Rights Compliance declaration stating that ***“ All and every part of developed Reading Content has not violated copy Rights act and the submitted version of e-Learning Module is fully Genuine and developed by the Bidder”***.
- Execution of e-Learning Module including Preparation of Question Papers for Examination as per Pattern of Patent Agent Examination
- Soft copies (In Pen Drive) as well as Physical Copies(2 Nos.) of Developed Course material and examination questions to be uploaded from NPC computers @ servers connections.

3. Eligibility Criteria

The publication agency/company/firm/**Bidder** is eligible to submit their quotation provided they provide the following documents of their companies on official letter head:-

- The **Bidder** should have a valid Company Registration No., GST Number, PAN Number, etc.
- The **Bidder** should have a local office in Delhi/NCR.
- The **Bidder** should have all necessary infrastructure facilities like Software's related to designing & content framing, Graphic Designers, Proof Readers/Typists in English language etc.
- **Bidder Must be a Registered Patent Agent**
- The Bidder should have minimum Five years of experience in IPRs related aspects including Patent Filing, Drafting, Examination Report Handling, Hearing, Objections addressing till Grant etc.
- The **Bidder** who has produced similar work for Govt. Ministries or Central/State Govt. Departments shall be preferred.
- The agency should have never been blacklisted/barred (temporary or permanent) disqualified by any regulator/statutory body/public sector undertaking in India or internationally.
- The **Bidder** must give a declaration to this effect ***“All and every part of developed Reading Content would not violate copy Rights act and the submitted version of e-Learning Module is fully Genuine and developed by the Bidder”*** on its letterhead.

SECTION VI – APPENDICES**Appendix A****ON NON-JUDICIAL STAMP PAPER OF RS.100/-
CONTRACT**

THIS AGREEMENT made this day ofbetween National Productivity Council (hereinafter referred to as “**the Purchaser**”) registered office at Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road, New Delhi-110 003 represented by its authorized representative Shri._____,which expression shall unless repugnant to the context or meaning thereof deemed to include its permitted assigns of the FIRST PART

And M/s having its registered office at (Hereinafter referred to as “**the Vendor**”) represented through its authorised representative Shri. which expression shall unless excluded by or repugnant to the context, includes its authorized representative their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the SECOND PART.

WHEREAS Purchaser is desirous of entering into a contract for publication of (i) Annual Productivity Report and (ii) Annual Report with the **Vendor**, for the NPC and has accepted to pay to the **Vendor** the contract amount for provisioning of related Services at a total cost not exceeding Rs..... (**Rupees**) (hereinafter referred to as "the Contract Price").

AND WHEREAS the **Vendor** has agreed to provide Services as listed in R/P Document No-NPC/PA/PB/08/2017-18, as per the rate(s) given in **the table below mentioned hereinafter.**

S. No.	Item Description	Price (in Rs.)
1	Design of E-learning module i.e. course content, Hours of study and Lecture(On- Line)Required	
2	Development of Course material	
3	Execution of E- Learning Modules Total Cost	

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - A. R/P Document No _____ regarding **DESIGNING, DEVELOPMENT & EXECUTION OF e-LEARNING MODULES for “PATENT AGENT EXAMINATION”**
 - B. Clarifications issued by the **Purchaser.**
 - C. Technical and *financial Bid* submitted by the **Vendor.**
 - D. Notification of award vide Order No. _____ dated _____ issued to the Vendor.

E. Acceptance of notification of award by the Vendor vide Letter No. _____ dated _____

3. In consideration of the payments to be made by the **Purchaser** to the **Vendor** as hereinafter mentioned, the **Vendor** hereby covenants with the **Purchaser** to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid *R/P* under reference.

4. The **Purchaser** hereby covenants to pay the **Vendor** in consideration of the provision of Services as listed in Table below and the remedying of defects therein , the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. TOTAL CONTRACT VALUE:(**Rupees**)

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered for & on behalf of
M/s _____

Signature -----
Name -----
Designation _____
Address -----

Date -----
Place : New Delhi

In the presence of:

Signature -----
Name -----
Designation _____

Date -----
Place : New Delhi

Signed, sealed and delivered for and on behalf
of the Director General, National Productivity
Council

Signature -----
Name -----
Designation _____
Address -----

Date -----
Place : New Delhi

In the presence of:

Signature -----
Name -----
Designation _____

Date -----
Place : New Delhi

PERFORMANCE BANK GUARANTEE

(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.....

Date.....

To

National Productivity Council

5-6, Institutional Area

Lodi Road, New Delhi-110003

Dear Sirs,

1. In consideration of the National Productivity Council (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for **SELECTION OF AGENCY FOR DESIGNING, DEVELOPMENT & EXECUTION OF e-LEARNING MODULES for "PATENT AGENT EXAMINATION"**and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. We.....(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.
3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy

or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Owner 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 not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (in words & figures) being the 10% of the value of the contract/notification of award.
 - (2) This Bank Guarantee will be valid up to; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per
Power of Attorney No.....
Dated.....

Appendix C

Bidder'S PROFILE

A. General Information:

- (i) Location of Corporate Head Quarters:
- (ii) Date and Country of Incorporation:
- (iii) ROC Reference No.:
- (iv) Details of Registration with appropriate Authorities for Service:
- (v) Turnover
 - a. Average Turnover for last three years
- (vii) Average Turnover for last three years from the publication activities by the Vendor:

B. Similar Reference Sites

S No.	Customer Name and Address	Contact Person's Name, Designation, Phone/Fax No.	Name of Documents published	No. of Documents Published