

Hydrocarbon Sector Skill Council

Request for Proposal (RFP)

for

Selection of Consulting Firm for creating eLearning content
and
setting up a Learning Management System

Reference: HSSC/RFP/2024-25/01

Issued by:

Hydrocarbon Sector Skill Council

OIDB Bhawan Tower C, 2nd Floor, Plot No. 2
Vikas Marg, Sector – 73, Noida (U.P) - 201301

Contents

1.0	Introduction	2
2.0	Request for Proposal (RFP)	2
3.0	Scope of Work	2
3.1	eLearning Development and Assessment - Part-1	2
3.2	Digital Learning Technology Solution and Administration - Part-2	5
4.0	Project deliverables and schedule:	7
5.0	Schedule of Events:	8
6.0	Proposal Opening and Evaluation	8
6.1	Hydrocarbon Sector Skill Council Selection Committee	8
6.2	Evaluation Process	8
6.3	Clarification of proposals	8
6.4	Evaluation and comparison of proposals	9
6.4.1	Evaluation of Bid	9
6.4.2	Technical Bid	9
6.4.3	Financial Bid	12
6.5	Proposal Preparation Cost	12
6.6	Bidders' Enquiries and Hydrocarbon Sector Skill Council Responses	13
6.7	Venue and Deadline for Submission	13
7.0	General Instructions	13
8.0	General Conditions of Contract (GCC)	15
8.1	Contract Performance Guarantee	15
8.2	Confidential Information	15
8.3	Liquidated Damages (LD) for delay in completion	15
8.4	Failure to deliver assignment	15
8.5	Rights of Hydrocarbon Sector Skill Council	15
9.0	Payment Terms and Conditions	16
10.0	Award of Contract	17
11.0	Force Majeure	18
12.0	Arbitration	18
	Annexure-I	19
	Annexure-II	21
	Annexure-III	22
	Annexure- IV	23
	Annexure- V	24

1.0 Introduction

Hydrocarbon Sector Skill Council (HSSC), a sector skill council for the oil & gas sector, has been set up under the aegis of the Ministry of Petroleum & Natural Gas (MoP&NG) under the Skill India mission, and is a recognized Awarding Body with the National Council of Vocational Education & Training (NCVET) under Ministry of Skill Development & Entrepreneurship (MSDE). The broader objective of HSSC under Skill India Mission is to scale the skilling, upskilling and reskilling activities of workforce in hydrocarbon sector. Furthermore, to support the implementation of the National Education Policy, HSSC aims to provide sector information to school and college students to develop a future-ready workforce.

HSSC intends to design and develop a comprehensive eLearning curriculum including content development, assessment strategy, and a Learning Management System/ Digital Learning Technology Solutions.

To achieve these goals, HSSC seeks a consulting agency to provide a turnkey solution, including execution, maintenance, and administration of the eLearning content. The consultant should have a proven track record of success in this area and possess expertise in relevant fields such as HR, talent management, and learning and development.

The scope of work will cover two parts and both parts will operate concurrently. A clear project plan with part-wise milestones and deliverables is required from the consulting agency. Payments shall be linked accordingly with the defined phases in each part.

2.0 Request for Proposal (RFP)

HSSC seeks RFP from reputed consulting firms/bidders that can undertake the job of:

- eLearning content Development and Assessment (Part-1) and
- Digital Learning Technology Solutions and Administration (Part-2)

as per the Scope given in this RFP document.

3.0 Scope of Work

The scope of work of this project is defined separately for Part-1 and Part-2 as under but not necessarily limited to the tasks mentioned therein.

3.1 eLearning Development and Assessment - Part-1

The scope under Course-1 of this project shall include but not necessarily be limited to the following tasks:

- Design and develop customized digital learning content in accordance with the curriculum, tailored to the needs of users based on their department and role. This will require the development of 100 hours of distinct eLearning, spread across various job roles/Qualification packs (QPs).
- HSSC may, at its discretion, add or reduce the total number of hours of eLearning content developed within the scope of this project by 20%. The rates agreed upon with the successful bidder shall prevail.
- Initially, the eLearning will be developed for identified job roles, but the number of job roles within the Oil & Gas sector and hours of eLearning may vary during the project. HSSC will have exclusive rights over the developed eLearning and the vendor cannot reuse it in any form, either partially or entirely. The eLearning will be the intellectual property of HSSC.

- The project involves end-to-end development of customized digital content, which includes eLearning courses, video-based content, and assessments. Subject Matter Experts (SMEs) from Oil and Gas industry nominated by HSSC will assist the consulting agency in finalizing the eLearning content. These SMEs will be based in different locations across India, and the consulting organization will contact the SMEs virtually. SMEs can either be an individual or a group of officials. While the SMEs will be responsible for providing the raw content for any course and guiding the instructional designer on a day-to-day basis, the final sign-off on courses will be provided by HSSC.
- The consulting organization will deploy the development team for project execution. For effective Project Management, the consulting organization will provide a single point of contact.
- The project involves the conversion of raw material (for example, the Digital Qualification Packs in the form of PDF documents) into immersive digital content. Raw material will primarily be in the English language. However, translation of some of the courses to Hindi language may be required. HSSC will provide the translation. The digital learning content should comply with current standards such as SCORM 1.2 and above, and xAPI.
- Each eLearning course will follow the following development principles:
 - i. All courses shall have well-defined learning objectives mentioned at the start of the course
 - ii. Each course will be locked to ensure that the user can't skip sections
 - iii. Each course shall have a mid-course knowledge check of about 3-4 questions and a final assessment section of 8-10 questions. Assessment questions can be MCQ, drag and drop, crossword, scenarios, etc.
 - iv. Quick reference guides, standard codes, notes, and links to standard websites should be included in the resources section. The consulting organization will not be required to create any quick reference guides, standard codes, etc. Any such reference material to be included in the courses will be provided by HSSC.
- The eLearning courses should be a rich combination of story-based learning, comprising nano-learning, nuggets and bytes, learning units, pictures, graphics, case studies/caselets, real as well as fictional illustrations, animations, videos, simulations, and games mixed with emerging technologies and scenario building.
- **Lifecycle of a course:** The development of a course will proceed in stages. Indicative stages in course development are given below. The details of the stages will be finalized at the start of the project after a mutual discussion between HSSC and the consulting organization:
 - i. **Storyboarding:** The raw/base content should be converted to a storyboard containing learning objectives, the flow of the course, voice-over text, and indicative images (as close as possible to the actual images).
 - ii. **Alpha Version:** Upon approval of the storyboard, the alpha version will be created containing the final animation and synthetic voice.
 - iii. **Beta Version:** Upon approval of the alpha version, the final voice-over (synthetic or manual) will be embedded to give the beta version.
 - iv. **Gold Version:** Upon approval of the beta version, a final version called the gold version will be created.

The voiceover to be provided will only be of an Indian accent. Each stage of the course will be approved by the designated approving authority. The designated approving authority for each stage and development timelines to be adhered to by the consulting organization are listed below.

Stage	Approving Authority	Number of Days	
		Interactivity Levels 1, 2, and 3	Level 4
Storyboarding	HSSC-nominated SME and HSSC SPOC	7 working days from the receipt of raw content	15 working days from the receipt of raw content
Alpha	HSSC-nominated SME	10 working days from storyboarding approval	15 working days from storyboarding approval
Beta	HSSC-nominated SME	10 working days from alpha approval	15 working days from alpha approval
Gold	HSSC-nominated SME and HSSC SPOC	5 working days from beta approval	5 working days from beta approval

The approval authorities can be changed by HSSC at any stage of the project. It will solely be the responsibility of the consulting organization to obtain necessary approvals from the approving authorities. HSSC SPOC will facilitate wherever there are delays but the primary responsibility of obtaining the approvals rests with the consulting organization.

- The project will design a built-in comprehensive digital assessment strategy and methodology, which includes defining evaluation criteria and credits for each course to track and measure user performance - for the entire course as well as topic-wise. The criteria will be based on a combination of metrics, such as Learning Completion and comprehension, Learning hours, Assignments, and applications.
- The project will define the intermittent timelines and assessment techniques (such as assignments, quizzes, storytelling, case presentations, submissions, and dynamic evaluation techniques such as gamified assessments) for achievement under each course/component. The assessment strategy will be developed collaboratively by the consulting organization and SMEs nominated by HSSC. However, the consulting organization will undertake related digitalization and conversion to various forms.
- The course content needs to be built under an interactivity level in the eLearning process. An indicative outline of the interactivity levels is placed in Annexure-I. The consulting agency must comply with HSSC's requirement for various interactivity levels of eLearning.
- While the mix can be changed later in consultation with HSSC, for estimation purposes, the consulting agency may consider a ratio of 40:30:20:10 for levels 1, 2, 3, and 4 respectively as defined in Annexure-I.

- The curriculum must have the following features (the list is illustrative and not exhaustive):
 - i. Learning objectives
 - ii. Program structure and methodology, illustrations, demonstrations, do-it-yourself acts
 - iii. Usage of all types of media – text/images/graphics/audio/video/simulation/games
 - iv. Quick reference guides, standards/codes, and Notes
 - v. Links to standard websites and resources
- **Measuring principles:** The payment shall be operated by the BOQ and governed based on the duration and interactivity level of eLearning content designed/developed and deployed live on LMS for the consumption of the end-users.
- The above item shall also include the responsibility of the consulting organization to subsequently update the newly designed/developed eLearning during the period of the contract. All such changes will be paid for the duration of the change as per the interactivity rates

3.2 Digital Learning Technology Solution and Administration - Part-2

The scope under Part-2 of this project shall include but not necessarily be limited to the following tasks:

- The consulting organization is responsible for providing, implementing, and maintaining a secure, scalable, and sustainable digital learning technology solution, including a state-of-the-art Learning Management System (LMS) and associated support systems. The solution must be capable of hosting, deploying, and managing digital learning content, and must provide real-time analytics and dashboards for business and HR leaders. The consulting organization must provide details of the proposed solution, along with an implementation plan that meets the requirements stated in the contract. The expected number of users is approximately 5000.
- Data integrity and security must be ensured by the consulting organization. Legal provisions shall be incorporated accordingly. The consulting organization shall be required to maintain the LMS, address user queries, and administer all the learning tools and analytics for a period of five years after the implementation of the LMS is completed.
- The broad requirements for the technology solution are:
 - i. **Browser and Operating System Compatibility:** The system should support all standard web browsers like MS Internet Explorer, Edge, Google Chrome, Mozilla, Opera, etc., and operating systems like MS Windows, Mac, etc.
 - ii. **eLearning Support:** The system should be able to host, deliver, and track eLearning compatible with SCORM 1.2 and above/xAPI.
 - iii. **Cloud-based Storage:** The system should have cloud-based storage and operation of eLearning, with no streaming capacity constraint.
 - iv. **Multi-device Access:** The system should provide multi-device and multi-channel access (desktop/tablet/mobile) based on the web as well as a mobile App for Android, iOS, etc.
 - v. **User Access and Management:** The system will provide access to 5000 users on a rolling basis for a defined period, post which, a new set of users will be provided access. The total number of users with access at any particular point in time will not be greater than 5000. The consulting organization would be responsible for disabling/enabling access as specified regularly. Since the users will be from different organizations / schools / colleges, etc., access would be provided from the backend based on the email IDs of the users

provided by HSSC.

- vi. Offline Capability: The system should have the offline capability to provide access to resources as well as the ability to sync with the Learning Management System.
 - vii. Minimum 100GB storage for Data Upload: The system should have minimum 100 GB storage for data upload to the Learning Management System.
 - viii. Business Continuity and Disaster Recovery Plan: The system should have a business continuity and disaster recovery plan.
 - ix. Monitoring and Analytics: The system should have an appropriate monitoring system and analytics, with the ability to configure a dashboard to show various reports with access controls; the ability to generate scheduled report subscriptions that can be sent via email/push/nudge notifications.
 - x. Blended Learning: The system should provide provisions for blended learning, supporting activities such as webinars, virtual classrooms, study groups, and collaborative learning processes.
 - xi. Personalization: The system should be able to provide the learner with a plan, options, journey, access to his/her data, and choice.
 - xii. Content Protection: The system should have screen content that is copy-disabled and should not be downloadable to prevent its unauthorized use.
 - xiii. System-driven Reminders: The system should have system-driven reminders (email/mobile) for learner activities.
 - xiv. Dashboard: The system should provide a dashboard to view employees' learning progress at a glance – User as well as Administrator access.
 - xv. Access and Rights: The system should provide access and rights to administrators/managers/users as per definitions, including the ability to create and administer domains, organizations, and administrators; create/ manage/ edit/ upload/ import/track learning paths, curricula, courses, users, communities, surveys, polls, integrations, user databases, etc.; create/manage/ register/ edit groups of users, communities; create/edit/manage notifications, certificates, transactions; curate content from internal and external sources; and create and deploy custom reports.
 - xvi. Content Management and Extraction: The system should have functionalities of content management and extraction – including content authoring/editing and change management system for dynamic updates and content upgradation/change/new content additions.
 - xvii. Synchronization: The system should have synchronization of eLearning with the dynamic learning path of users.
 - xviii. Assessment and Feedback: The system should have an assessment, monitoring, and feedback mechanism for users/administrators.
 - xix. Learning Analytics: The system should have learning analytics to track learning progress and provide insights to improve learning outcomes.
- Besides the provision of the above technological solution, the implementation partner shall be required to provide the following services:
 - i. Deploy the eLearning as per the curriculum on the Learning Management System. This includes the deployment of newly created eLearning as well as the deployment of

readymade SCORM/xAPI compliant eLearning provided by HSSC.

- ii. Provide access of eLearning to users online – web-based access as well as Mobile App for on-the-go access on Android and iOS. The offering to users should be multimodal and allow seamless transitions between different devices that a person may want to use. Upon completion of LMS implementation, the total number of users is expected to be approximately 5000 which can be increased in the future. The Mobile App(s) shall be developed, provided, and maintained by the consulting organization.
 - iii. Administer assessments and feedback
 - iv. User administration and curriculum management
 - v. Provide analytical reports as per the agreed frequency with HSSC. Track learners’ usage and performance; provide insights and analytics on user activity
 - vi. Provide technical support, including a change management system for upgradation/ modification of content/ curriculum by authorized users at any stage of operation
 - vii. After initial development, support HSSC in developing new content in the event of new roles, new technology requirements or the need for updates for any other reason.
 - viii. The consulting organization shall be required to maintain the LMS and administer all the learning tools and analytics for a period of five years after the implementation of the LMS is completed.
- Upon expiration of the contract, the consulting organization shall transfer the entire knowledge base, reports, and Learning Management System embedded database to HSSC in a technology-compliant format for future usage. This transfer may take place either during the contract period or immediately after. The system will remain live and available to users during the transfer process. If the transfer occurs after the contract has expired, the consulting organization will be paid pro rata for keeping the system live. The contract will end once the system, including the entire knowledge base, reports, and Learning Management System embedded database, has been transferred in its entirety to HSSC.

4.0 Project deliverables and schedule:

The proposed Scope of Work under Part 1 is expected to be completed within 52 weeks after the award of the contract and Part 2 is expected to be completed within 268 weeks period. Both parts will run concurrently. Bidder shall indicate and include the detailed implementation schedule and the deliverables in the proposal, separately. The schedule is as under:

No.	Deliverables	Timeline
Part-1: eLearning Development and Assessment		
1	Customized digital learning eLearning (100 hours approx.) including assessments in line with learning curriculum for all business roles/levels across identified departments in the pre-decided format (SCORM 1.2 & xAPI)	T + 104 weeks
Part-2: Digital Learning Technology Solutions and Administration		
1	Provision of the technology solution meeting all defined criteria including all licenses and software required	T+ 4 weeks
2	Implementation plan with detailed activity breakdown	T+ 8 weeks
3	Go-Live: Learning Management System knowledge base (eLearning),	T+ 16 weeks

	reports, and the Learning Management System embedded database	
4	User Training Workshop(s) for the HSSC team (the audience for user training will be decided by HSSC)	T+ 20 weeks
5	Detailed user manuals and SOPs	T+ 24 weeks
6	Administration and maintenance of the Learning Management System for 5 years after complete implementation (Go-Live)	Go-Live + 268 weeks

5.0 Schedule of Events:

The following table provides a schedule of events relating to this RFP.

S. No.	Event	Target Date*
1	RFP issued to the Bidders/Published on the website	D
2	Submission of Queries & clarification through mail	D + 5 days
3	Pre-bid meeting with consulting firm/ Bidders	D + 7 days
4	Last date of submission of proposals/bids	D + 21 days
5	Presentation by technically qualified bidders	D + 28 days
6	Award of Contract by HSSC	D + 30 days
7	Commencement of implementation of Project	D + 31 days

**The dates furnished above are indicative and subject to revision by HSSC.*

6.0 Proposal Opening and Evaluation

6.1 Hydrocarbon Sector Skill Council Selection Committee

A committee constituted by HSSC shall open and evaluate the responses of the bidders to the RFP and bidders would be required to make a presentation to the Committee.

6.2 Evaluation Process

- A committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence shall be rejected.
- The decision of the 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.
- Each of the bidders needs to comply with the short listing/prequalification criteria as defined in the RFP to qualify for subsequent submission of proposal to the RFP for selection of the Bidding Agency.
- Each of the responses shall be evaluated to validate compliance of the bidders according to the following criteria as per format and with supporting documents mentioned against each clause.

6.3 Clarification of proposals

- To assist in the examination, evaluation and comparison of Proposals, Hydrocarbon Sector Skill Council may at its discretion, ask the Bidder for clarification of its Proposal.
- Hydrocarbon Sector Skill Council 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 (the total price is obtained by multiplying the unit price and quantity), the unit price shall prevail and the total price shall be rejected.
- Before the detailed evaluation, the Hydrocarbon Sector Skill Council will determine the substantial responsiveness of each proposal to the request of each proposal (RFP). For purposes of these clauses, a substantially responsive proposal confirms to all the terms and conditions of the RFP without material deviations. Hydrocarbon Sector Skill Council's determination of a proposal's responsiveness will be based on the contents of the Proposal itself without recourse to extrinsic evidence.
- A proposal determined as not substantially responsive will be rejected by Hydrocarbon Sector Skill Council and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

6.4 Evaluation and comparison of proposals

6.4.1 Evaluation of Bid

- A two-stage Evaluation Criteria will be adopted in evaluating the bids, with the evaluation of the technical proposal being completed prior to any commercial bid opening. The technical proposal will be evaluated based on evaluation parameters in the Table given below in **“Evaluation Criteria for Technical Proposal”**
- In the second stage, the commercial bid of all bidders, who have attained 70% of the technical proposal evaluation criteria will be opened and compared.
- HSSC is expecting the development of approximately 100 hours of eLearning content for the Oil & Gas sector across various departments in the pre-decided format and implementation of a digital learning technology solution. Total Financial implication will be calculated considering the cost of developing the 100 hours of learning content and total cost of providing the digital learning technology solution and the associated licensing cost for 5000 users
- The contract will be awarded through Quality-cum-Cost Based Selection (QCBS). The Technical and Financial components will be given weightage in a 70:30 ratio.

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. In case of an upward revision to duties and taxes, the Bidder will be responsible for incurring the additional cost. The Bidder must include all costs like Travel, Lodging and Boarding, Local Travel expenses, etc. incurred during the implementation, and the Hydrocarbon Sector Skill Council will not bear any additional costs on these activities.

6.4.2 Technical Bid

Consulting Firm/ Bidder must

- Have Prior Experience with regard to eLearning content development for the Energy sector (Oil/ Gas/ Petroleum/ Petrochemicals) and implementation of LMS
- Not blacklisted by any Central/ State Government or Public Sector/Sector Skill Council under a declaration of ineligibility for corrupt or fraudulent activities
- Secure a minimum technical score of 70% out of the total technical score.

Evaluation Criteria for Technical Proposal

S No.	Evaluation Criteria / Definition	Point
1	Profile of the Firm/Lead Bidder Executing the Project	
	1.1 Cumulative value of development of eLearning content in any assignment in which the development of eLearning component was a called-out component. In each project, value of development of eLearning content should be greater than INR 20 Lac (excl of GST), and the scope of eLearning content development should have been successfully completed in energy sector. Energy Sector would mean Oil/ Gas/ Petroleum/ Petrochemicals sector. (Value in INR) =< 1 crore – 0 marks >1 crore to <=2 crores – 2 marks >2 crores to <=3 crores – 4 marks >3 crores to <=4 crores – 6 marks >4 crores to <=5 crores – 8 marks >5 crores – 10 marks	10
	1.2 Cumulative value of development of eLearning content in any assignment in which development of eLearning component was a called-out component. In each project value of development of eLearning content should be greater than INR 25 Lac (excl of GST) and the scope of eLearning content development should have been successfully completed. (Value in INR) =< 1 crore – 0 marks >1 crore to <=2 crores – 2 marks >2 crores to <=3 crores – 4 marks >3 crores to <=4 crores – 6 marks >4 crores to <=5 crores – 8 marks >5 crores – 10 marks	10
	1.3 Number of assignments successfully completed in which development of eLearning content was a called-out component. In each project value of development of eLearning content should be greater than INR 20 Lac (excl of GST) and the scope of eLearning content development should have been successfully completed in energy sector. Energy Sector would mean Oil/ Gas/ Petroleum/ Petrochemicals sector. (Value in Nos.) No work – 0 marks 1 work – 2 marks 2 works – 4 marks 3-4 works – 6 marks 5-6 works – 8 marks =>7 works – 10 marks	10
	1.4 Cumulative value of LMS implementation in any assignment where the LMS deployment was a designated component. In each project, the value of LMS implementation should be greater than INR 25 Lac (excl of GST). No work – 0 marks <1 crore – 2 marks >1 crore to <=2 crores – 4 marks >2 crores to <=3 crores – 6 marks >3 crores to <=4 crores – 8 marks =>5 crores – 10 marks	10
	1.5 Number of assignments successfully completed in which the implementation of LMS was a designated component. In each project, the value of LMS implementation should be greater than INR 25 Lac (excl of GST). No work – 0 marks 1 work – 2 marks 2 works – 4 marks 3 works – 6 marks 4 works – 8 marks =>5 works – 10 marks	10
2	Qualification and Experience of Proposed Team	
	2.1 Cumulative value of development of eLearning content creation in all	10
		20

S No.	Evaluation Criteria / Definition	Point
	assignments completed by the proposed team leader (who will guide the work for HSSC in this assignment). (Value in INR excl of GST) < 0.5 crores – 0 marks >0.5 crore to <=1 crores – 2 marks >1 crores to <=2 crores – 4 marks >2 crores to <=3 crores – 6 marks >3 crores to <=4 crores – 8 marks >4 crores – 10 marks	
	2.2 Lead eLearning Content Manager: Experience in handling learning assignments <2 years – 0 marks >2 years to <=3 years – 2 marks >3 years to <=5 years – 3 marks >5 years to <=7 years – 4 marks >7 years – 10 marks	5
	2.3 Lead Technical Solution Manager: Experience in LMS implementation/ provision/ administration/ consulting <2 years – 0 marks >2 years to <=3 years – 2 marks >3 years to <=5 years – 3 marks >5 years to <=7 years – 4 marks >7 years – 10 marks	5
3	Approach and Methodology of execution of Project	
	3.1 Understanding of Scope of Work, deliverables & business context for HSSC (aspirations, strength, and challenges)	10
	3.2 Robustness of work plan, approach & methodology to meet objectives and timeliness of deliverables, with weekly/monthly break up of activities, specific requirements from HSSC, and specific timelines of the consulting organization against each activity for effectiveness and milestones. This would include details on quality of manpower and number of man-hours to be deployed by the bidder.	10
3.3 Quality of ideas/innovations proposed for execution of project, change management and transfer of knowledge, for instance, specific tools/accelerators for adoption, change management, past experience in eLearning design/development across diverse functions, replication of success stories from past assignments and multiple means for capability transfer	10	
	TOTAL	100

6.4.3 Financial Bid

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

The financial Bid should cover the following, as provided in the table below:

S No.	Description	UOM	Cost (INR)	GST	Total Cost (INR)	
1	Fee for eLearning Development and Assessment as per scope of work defined under Part-1 of Clause 3	Per hour of eLearning content developed (<i>Note-1</i>)				
		L1 (per hour for 40 hours)				
		L2 (per hour for 30 hours)				
		L3 (per hour for 20 hours)				
		L4 (per hour for 10 hours)				
1A	Total Cost for developing 100 hours of eLearning content (L1:L2:L3:L4 in ratio 40:30:20:10)					
2	Fee for Digital Learning Technology Solution implementation and go-live as per the scope of work defined under Part-2 of Clause 3	One time				
3	Fee for Digital Learning Solution Administration for 5000 users (including licence fee) as per the scope of work defined under Part-2 of Clause 3	Per year				
3A	Total fee for administering the digital learning solution for 5 years for 5000 users					
	Grand Total (1A+2+3A)					

Note-1: HSSC is expecting the development of approximately 100 hours of eLearning content for Oil & Gas sector across various departments. The cost of each eLearning course will be calculated based on the pro-rated duration and interactivity level of the course.

The above rates cover all the requirements & conditions as mentioned in Clause 3 (Scope of Work) of this document

The Special conditions enclosed, if any, along with this shall be part of this RFQ.

6.5 Proposal Preparation Cost

- 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 due diligence activities, participation in meetings / discussions / presentations, preparation of proposal, in providing any additional information required by Hydrocarbon Sector Skill Council to facilitate the evaluation process and in negotiating a definitive Contract or all such activities related to the

bid process. Hydrocarbon Sector Skill Council will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- This RFP does not commit Hydrocarbon Sector Skill Council 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.
- All materials submitted by the bidder become the property of Hydrocarbon Sector Skill Council and may be returned completely at its sole discretion.

6.6 Bidders' Enquiries and Hydrocarbon Sector Skill Council Responses

All enquiries / clarifications from the bidders related to this RFP must be directed prior to pre-bid conference in writing exclusively to the Chief Executive Officer, Hydrocarbon Sector Skill Council.

6.7 Venue and Deadline for Submission

- Proposals must be received at the address specified below by **1700 hours on or before 17th May 2024.**

Manager, Affiliation and Training
Hydrocarbon Sector Skill Council
OIDB Bhawan Tower C, 2nd Floor, Plot No. 2
Vikas Marg, Sector – 73, Noida (U.P) - 201301

- Any proposal received by the Hydrocarbon Sector Skill Council after the above deadline shall be rejected and returned unopened to the Bidder.
- The bids submitted by fax / e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- Hydrocarbon Sector Skill Council 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.
- Hydrocarbon Sector Skill Council reserve the right to modify and amend any of the above stipulated condition / criterion depending upon project priorities vis-a-vis urgent commitments

7.0 General Instructions

- Consulting Firm / Bidder submitting the proposal must be a legal entity such as company, societies, trusts, partnership firms etc. registered or incorporated in India under the law. Consortiums are not permitted.
- A bidder must be financially sound. Audited Balance Sheets for the last three years along with CA certificate depicting Annual Turnover from Consulting (Advisory) services for the three years to be submitted
- Firm must not be under liquidation or, court receivership, or, similar proceedings, or debarred/blacklisted from participation in tenders by the Government of India or State Government Departments and Public Sector Enterprises or Sector Skill Council.
- Must have a Permanent Account Number (PAN) from Income Tax authorities.
- All the communications to the Hydrocarbon Sector Skill Council including the proposal and the bid documents shall be signed on each page by the authorized representative of the bidder and an authority letter should be attached to the bid.
- The bidders should submit their proposal in 2 sets of printed copies.

- The bidder should submit the proposal for both Phase-1 and Phase-2 in a single bid with the schedule of rates indicated separately for both phases.
- The Bid should be submitted in two separate envelopes, as below:
 - Technical Proposal
 - Financial Bid
- All pages of the proposal must be sequentially numbered and shall be initialed by the Authorized Representative of the bidder
- 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.
- Information that the Bidder considers proprietary, if any, should be marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly
- All prices shall be quoted in Indian Rupees (INR).
- Proposals shall remain valid for One Hundred and Twenty (120) days after the date of proposal submission prescribed by the Hydrocarbon Sector Skill Council. A Bidder will not be required nor permitted to modify its proposal.
- The Bidder shall seal the Proposal in one outer and two inner envelopes, as detailed below.

The outer envelope shall be addressed to:

Manager – Affiliation and Training
 OADB Bhawan Tower C, 2nd Floor, Plot No. 2
 Vikas Marg, Sector – 73, Noida (U.P) - 201301

marked Proposal for “eLearning Development and Digital Learning Technology Solution and Administration for Hydrocarbon Sector”

- (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 one duly marked “Original” and one marked “Copy”.
- (c) The second inner envelopes shall include 2 copies of the Financial Bid duly marked “Original” and “Copy”.
- (d) The hard copies of the Technical proposal and Financial Bid should be in separate Sealed envelopes, clearly marked (Technical proposal or Financial Bid – as the case may be)
- (e) 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 Hydrocarbon Sector Skill Council as specified above.

The Bidder may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the Hydrocarbon Sector Skill Council prior to the deadline prescribed for submission of Proposals.

8.0 General Conditions of Contract (GCC)

8.1 Contract Performance Guarantee

As a contract security, the successful bidder to whom the work is awarded shall be required to furnish a performance guarantee from a Nationalized Bank, in the required format (Annexure-V) in favor of the Hydrocarbon Sector Skill Council for an amount equal to 10% of the contract value and it shall guarantee the faithful performance of the contract per the terms & condition specified in RFP documents. The guarantee shall be valid till the expiry of 6 months after the end of the contract or one year, whichever is later.

8.2 Confidential Information

Vendor agrees that during the term of this Contract and thereafter, an NDA (non-disclosure agreement) will be necessarily signed except as expressly authorized in writing by Client that it will not use or permit the use of Confidential Information (All information related to HSSC business/ activities and its actual or anticipated development plans, trade secrets, Candidate personal data, Exams, question bank and results of assessments, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques) in any manner or for any purpose, not expressly set forth in this Agreement.

8.3 Liquidated Damages (LD) for delay in completion

The Project is to be completed in an agreed timeframe. However, if the bidder fails to successfully complete the project within the agreed timeframe, the bidder shall be liable to pay HSSC, liquidated damages (not as penalty) calculated @1% of the contract value per month or part thereof delay subject to a maximum of 5% of the total contract value.

8.4 Failure to deliver assignment

In the event of the successful bidder/consultant failing to deliver/complete the assignment at any stage in an agreed timeframe, Hydrocarbon Sector Skill Council reserves the right to get the job completed by any other agency/ies at successful bidder's risk and cost.

8.5 Rights of Hydrocarbon Sector Skill Council

- At any time, HSSC may, for any reason, modify the RFP Document by an amendment.
- The amendment will be intimated to all proposers who confirm their intention to participate by email.
- In order to accord prospective Bidders reasonable time to take the amendment into account in preparing their bids, Hydrocarbon Sector Skill Council may, at its discretion, extend the last date for the receipt of the Bids.
- The bidders are allowed to resubmit their bid-if required, after such amendments.
- If Hydrocarbon Sector Skill Council 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.
- Hydrocarbon Sector Skill Council may 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.
- Hydrocarbon Sector Skill Council may terminate the RFP process at any time without assigning

any reason.

- Hydrocarbon Sector Skill Council makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- Hydrocarbon Sector Skill Council reserve 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 Hydrocarbon Sector Skill Council’s action.

9.0 Payment Terms and Conditions

- The contract(s) signed with the successful consultant(s) will be a fixed price contract.
- 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.
- Payments shall be made within 15 days by the Hydrocarbon Sector Skill Council after the submission of the invoice or claim by the Service Provider and upon verification and certification by the concerned officials. A committee shall certify corresponding milestones achievements.
- Payments shall be made in Indian Rupees / INR.
- Amount payable to the Service Provider as stated in the Contract shall remain non-negotiable and fixed during the tenure of the Contract.
- 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:

S.No	Activity	Payment terms
Part-1: eLearning Development and Assessment		
1	Rate of Level 1 eLearning development	Pro rata based on the duration of eLearning content designed/ developed and deployed on newly provided cloud-based LMS
2	Rate of Level 2 eLearning development	Pro rata based on the duration of eLearning content designed/ developed and deployed on newly provided cloud-based LMS
3	Rate of Level 3 eLearning development	Pro rata based on the duration of eLearning content designed/ developed and deployed on newly provided cloud-based LMS
4	Rate of Level 4 eLearning development	Pro rata based on the duration of eLearning content designed/ developed and deployed on newly provided cloud-based LMS
Part-2: Digital Learning Technology Solutions and Administration		
1	Advisory cost for implementing the digital learning technology solution	50% of the total amount againsts.no. 1 at the end of 2 months and remaining 50% at the end of 4 months
2	Maintenance cost of digital learning technology platform for 5000 users (for 5 years)	Quarterly payment at the end of each quarter. Time for the same will start after LMS implementation is completed.

Note: Actual amount payable under Part-1 shall be computed as Total no. of accepted eLearning developed multiplied by the corresponding interactivity level rate quoted/agreed to by the bidder.

10.0 Award of Contract

- The contract will be awarded to the Bidder based on the assessment by the Committee of the Hydrocarbon Sector Skill Council.
- The decisions of the Committee on the evaluation of the proposals shall be final. No Correspondence will be entertained outside the process of negotiation/discussion with the committee.
- The contract will be awarded to the organization/bidder which qualifies the technical bid (minimum 70% score in technical bid to qualify for financial bid) and obtains the highest score as per QCBS method.
- The scores will be calculated up to one decimal place.
- In case of a tie between two bidding organizations, the organization/ bidder with higher score in technical bid will be awarded the contract.
- The total score, both quality and financial, shall be obtained by weighing the quality and cost scores and adding them up. The evaluated bid score (B) will be calculated using the following formula:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where

C = Evaluated Bid Price

C_{low} = Lowest of all evaluated bid prices among responsive bids

T = Total technical score awarded to the bid

T_{high} = Highest technical score achieved among all responsive bids

X = Weightage for the price

- To assist in the examination, evaluation and comparison of Proposals, the Hydrocarbon Sector Skill Council may at its discretion, ask the Bidder for clarification / seek information on the proposal.
- Arithmetical errors in the proposal 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.
- Review meeting with the Hydrocarbon Sector Skill Council will be held within 2 weeks of start of the Project and every two weeks in the following weeks or as and when required.
- Hydrocarbon Sector Skill Council 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.
- The contract would clearly mention the Service Levels Agreement for all milestones with defined tasks and timelines.
- 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.
- All delays, failures to adhere to the SLAs will attract a financial penalty, as per the liquidated damages clause specified in GCC above.

- Within 5 days of receipt of the contract the successful Bidder shall sign and date the Contract and return it to the Purchaser.
- The Hydrocarbon Sector Skill Council reserves the right to:
 - Reject any or all proposals received
 - Enter into negotiations with one or more Bidders 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 contract to be entered into will be finalized mutually between selected vendor and Hydrocarbon Sector Skill Council and will contain standard terms and conditions. If, in the opinion of the Hydrocarbon Sector Skill Council, it appears that a contract will not be finalized with the selected vendor within fifteen (15) days, negotiations with other vendors submitting responsive proposals may be undertaken.

11.0 Force Majeure

Force Majeure, as used in this Article, means acts of God, War (whether declared or not), invasion, revolution or other acts of similar nature or force which are beyond the control of 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 HSSC, 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 HSSC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with the 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, HSSC shall take such action such 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, HSSC shall have the right to suspend or terminate this Contract.

12.0 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 through conciliation 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 tribunal (as may be agreed between the parties). The arbitration 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 and within the jurisdiction of New Delhi.

Annexure-I

	Level-1	Level-2	Level-3	Level-4
Interactivity, features, and eLearning	<ul style="list-style-type: none"> No / Limited interactivity Learner has basic control of the eLearning environment Learner expected to demonstrate knowledge Content is linear (online screen by screen show) 	<ul style="list-style-type: none"> Limited/simple interactivity Learner has minimal control of the eLearning environment Learner expected to demonstrate knowledge Content is nonlinear; includes branching. (A maximum of 3 branching scenarios in a course) Scenarios with simple complexity Interactive activity 	<ul style="list-style-type: none"> Moderate interactivity Learner has moderate control of the eLearning environment Learner expected to apply content and make decisions Content is nonlinear; includes branching (A maximum of 5 branching scenarios in a course) Scenarios with medium-complexity Simulations; games 	<ul style="list-style-type: none"> Full interactivity/immersion Learner has high control of the eLearning environment Learner expected to make complex decisions Content is nonlinear; includes multiple paths. Use of gaming technology Scenarios with high complexity 3D simulations; 3D games
Instructional Design	<ul style="list-style-type: none"> Emphasis on comprehension 	<ul style="list-style-type: none"> Emphasis on problem-solving Tasks with simple complexity 	<ul style="list-style-type: none"> Emphasis on application and transfer Tasks with medium complexity 	<ul style="list-style-type: none"> Emphasis on application, transfer and reflection Tasks with high complexity
Assessment	<ul style="list-style-type: none"> Knowledge and identification-based assessment Recall of knowledge questions such as Multiple choice questions (single correct, multiple correct) 	<ul style="list-style-type: none"> Knowledge and identification-based assessment Sequencing/reflexive questions like Drag and Drop, Choose the right sequence, match the following 	<ul style="list-style-type: none"> Decision and application-based assessment Crosswords/puzzles with medium complexity simulated as an interactive game with user inputs Scenario-based/game based/simulation-based with medium complexity 	<ul style="list-style-type: none"> Experiential assessment with learner experiencing the consequences of choices Highly complex scenario-based or game-based questions, simulation-based questions, crosswords Scenario-based/game based/simulation-based with high complexity

<p>Graphics/AV/Animation</p>	<ul style="list-style-type: none"> • Embedding of SME-provided animation without customization • Stock infographics / SME-provided images / photographs • Simple animation effects such as click-to-reveal, fade in / fade out, • Machine-generated voiceover not in sync with on screen text • Simple drawings (flowcharts, diagrams) • HSSC-nominated SME-provided video without editing 	<ul style="list-style-type: none"> • 2D Custom animation (30% of the entire course duration) • Simple animated graphics like eye blinks, lip sync, and hand gestures with audio and a mascot • Human professional audio in sync with the text. Additional audio (supportive text not on screen) • Customization of HSSC-nominated SME-provided videos (trimming the video, splitting the videos into multiple, inserting subtitles, etc.) 	<ul style="list-style-type: none"> • 2D Custom animation (40% of the entire course duration) • Animated images, flowcharts, diagrams, and progressive disclosure videos • Complex animated graphics like eye blinks, lip sync, and hand gestures with audio and a mascot • Walk cycles; preliminary simulations. • Realistic 2D images; games with inputs from users • Recreation of HSSC-nominated SME-provided videos • Human professional audio in sync with the text. 	<ul style="list-style-type: none"> • Content animation effects (text, bullets, transitions etc.) • Animated 3D images, flowcharts, diagrams, progressive disclosure videos • 3D Animations with complex effects and Interactive 3D objects • Full simulations; Realistic 3D graphics; games with inputs from users • Interactive/animated video • Human professional audio in sync with the text
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Proposal Submission Letter

(RFP for eLearning Development and Digital Learning Technology Solution and Administration for Hydrocarbon Sector)

(To be on Proposer's Letterhead)

To:

Manager-Affiliation & Training Delivery
Hydrocarbon Sector Skill Council

Dear Sir,

We, the undersigned, as Proposer, having examined the complete RFP document do hereby offer to undertake **eLearning Development and Digital Learning Technology Solution and Administration for Hydrocarbon Sector** and associated activities in full conformity of your requirements as elaborated in 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 here with our proposal for the said Project.

Yours faithfully

(Authorized Signatory)

In the capacity of _____ duly authorized to sign the proposal for and on behalf of Principal Proposer.

Letter for Submission of Technical Bid
(to be on Proposer's Letterhead)

To

Manager-Affiliation & Training Delivery
Hydrocarbon Sector Skill Council

Dear Sir

Sub: Your RFP for “eLearning Development and Digital Learning Technology Solution and Administration for Hydrocarbon Sector”

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

- 1. A Descriptive Note on the Project & Deliverables**
- 2. Approach Paper with details on methodology**
- 3. Details of Prior Experience with regard to eLearning development in the Energy Sector and Learning Technology Solution Implementation**
- 4. Profile of Consultants Executing the Project**
- 5. Company Profile, including date of establishment**
- 6. Nature of Business**
- 7. Profit and Loss Statement and Balance Sheet of last 3 years**
- 8. Details of office / operations across states / regions**

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 Hydrocarbon Sector Skill Council 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 Hydrocarbon Sector Skill Council may consider appropriate.

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

Yours faithfully,

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

Encl.: As above

Letter for Submission of Financial Bid
(to be on Proposer's Letterhead)

To:

Date

Manager-Affiliation & Training Delivery
Hydrocarbon Sector Skill Council

Dear Sir,

Sub: Your RFP for “eLearning Development and Digital Learning Technology Solution and Administration for Hydrocarbon Sector”

Having examined and understood the proposal documents and terms and conditions, the undersigned, offer to undertake **eLearning Development and Digital Learning Technology Solution and Administration for Hydrocarbon Sector** and associated activities in conformity with the said proposal documents for the sum of ~(Rs.). The breakup cost as per the RFP document is enclosed.

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.

(Signature)

(Name) (in the capacity of)

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

Encl.: Schedule of prices (Financial Bid)

Annexure- V

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act and the Stamp Paper to be in the name of Executing Bank)

Ref.....

Bank Guarantee No.....

Date.....

To

Manager – Affiliation and Training
OIDB Bhawan Tower C, 2nd Floor, Plot No. 2
Vikas Marg, Sector – 73, Noida (U.P) - 201301

Dear Sir,

In consideration of the(hereinafter referred to as the "Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) 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 assignees), a Contract by issue of Owner's Letter Ward No.....dated.....

And the same having been unequivocally accepted by the Contractor resulting in a "Contract" bearing No.....dated.....

.....valued at.....For.....

..... and the

(Scope of Contract)

Contractor having agreed to provide a Contract Performance Guarantee, for the faithful performance of the entire Contract, equivalent to ----- of the said value of the Contract to the Owner.

We..... having its

(Name & Address)

Head Office at.....(hereinafter referred to the "Bank", which expression shall, unless repugnant to context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the

Owner, on demand any and all money payable by the Contractor to the extent of.....*

As aforesaid at any time upto.....** without Any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liberty of the Bank under this guarantee from time to time to extend 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 to 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 acts of omission or commission on the part of the Owner or any other indulgence 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.

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 notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to.....* And it shall remain in force upto and including.....**and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....on whose behalf this guarantee has been given.

Dated this.....day

Of.....200.....at.....

WITNESS

.....
(Signature)	(Signature)
.....
(Name)	(Bank's Rubber Stamp)
.....
	(Name)
.....	
.....
(Official address)	(Designation with Bank Stamp)
	Attorney as per Power of Attorney No.....
	Date.....

Disclaimer:

The information provided herein in RFPs belongs solely to the respective Sector Skill Councils (SSCs). National Skill Development Corporation (NSDC) is no way related to these RFPs and/or corrigendum (if any) and has agreed to make this available on its website only for easy retrieval by the stakeholders as a goodwill gesture, on the insistence of the SSCs. NSDC in no manner is responsible for any errors or omissions, or for the results obtained from the use of this information. All information in this RFP and/or corrigendum (if any) is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. In no event will NSDC or its directors, employees or agents, be liable for any decision made or action taken in reliance on the information in this RFP and/or corrigendum (if any) or for any consequential, special or similar damages.