
 सत्यमेव जयते	Chhatrapati Shahu Maharaj Research, Training And Human Development Institute, Pune (An Autonomous Institute of Other Backward Class, Social & Educational Backward Class, VimuktJati & Nomadic Tribes and Special Backward Class Welfare Department, Government of Maharashtra)	 SARTHI
Balchitravani, Gopal Ganesh Agarkar Road, Behind Senapati Bapat Road, Pune (Maharashtra) - 411 004.		
Email ID : md.sarthi@maharashtra.gov.in	CIN- U74999PN2018NPL177394	Website : www.sarthi- maharashtrgov.in

Corrigendum

Subject	: Corrigendum for Tender Reference Number 283
Tender Notice No	: E-TenderNotice/SARTHI/RFPforSlec.OfAgencytoD/2019
Tender	: SELECTION OF AGENCY TO DEPLOY EXPERIENCED PROFESSIONALS FOR SKILL DEVELOPMENT ACTIVITIES of Chhatrapati Shahu Maharaj Research, Training and Human Development Institute (SARTHI)

Sr No	RFP Page No	Clause (Tender Ref.)	Clause in RFP	Modified Clause
1	24	2.22 : Deployment/Removals /Replacement of Personnel	Key and Non-Key Personnel – Lead and Team: If the resources are removed within 6 months from the start date of project the penalty will be	Key and Non-Key Personnel – Lead and Team: If the resources are removed within 6 months from the start date of project the penalty will be as follows: If removed within 3 months: Rs. 1,00,000 (Rupees One Lakh only)

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			as follows: If removed within 3 months: Rs. 1,00,000 (Rupees Seventy-Five Thousand)	
2	33	4.2 PQ-II: Agency Details, point 6	Service tax registration no: _____	GST Registration No: _____
3	29	Clause 3.15: Liabilities, Control etc. of the persons' deployed	-	The completion of deliverables within the given timeframe are binding on the agency. In the event of delay, for causes attributable to the agency, in meeting the deliverables, SARTHI shall be entitled at its option to recover from the agency as agreed, liquidated damages, a sum of 0.5% of the contract value which suffered delay for each completed week or part thereof by which the deliverable has been delayed subject to a limit of 5% of the contract value. The Liquidated Damages will be sole and exclusive remedy for corresponding breaches.
4	-	New Clause – To be read in continuation with clause 3.12	3.12: Resolution of disputes	<p>Dispute Resolution / Arbitration process</p> <p>In the case dispute arising between the SARTHI and the agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.</p> <p>b) The place of arbitration shall be Pune/Mumbai.</p> <p>c) The arbitrator's award shall be substantiated in writing and binding on the parties.</p> <p>d) The proceedings of arbitration shall be conducted in English language.</p> <p>e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.</p> <p>The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrators shall be shared equally by the parties involved. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself</p>
5	-	New Clause – To be read in continuation with clause 3.16	3.16: Legal Compliances	<p>Clause 3.19 - Indemnity</p> <p>3.19.1 Subject to Clause below 3.19.2, Consultant (the "Indemnifying Party") undertakes to indemnify SARTHI the ("Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying</p>

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				<p>Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a noninfringing equivalent, (iii) modify it to make it noninfringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p> <p>3.19.2 The indemnities set out in Clause 3.19.1 shall be subject to the following conditions:</p> <p>(i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;</p> <p>(ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;</p> <p>(iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;</p> <p>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;</p> <p>(v) all settlements of claims subject to indemnification under this Clause will:</p> <p>a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and</p> <p>b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p> <p>(vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements,</p>

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				<p>damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;</p> <p>(vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;</p> <p>(viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and</p> <p>(ix) if a Party makes a claim under the indemnity set out under Clause 3.19.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).</p>
6	22	2.14.3	Evaluation Criteria	<p>Quality and Cost Based Selection</p> <p>Quality and Cost Based Selection (QCBS) method shall be adopted for selection. The weightage given to the Technical proposal score shall be '75' and the weightage given to the financial proposal shall be '25'.</p> <p>Technical Score: (X)</p> <p>The agency who secures maximum marks shall be given a technical score of 100. The Technical Scores of the other agencies for the project shall be computed as follows.</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> $\text{Technical Score of Agency for the Project (X)} = 100 \times \frac{\text{Marks secured by the respective Agency}}{\text{Highest Marks secured by any Agency (among the qualified Agencies)}}$ </div> <p>The score secured based on evaluation of the Technical Bid as above shall be the Technical Score of the agency for the project being considered for evaluation (X).</p> <p>Financial Score: (Y)</p> <p>The Financial Bid shall be evaluated on the basis of total cost submitted by the agency. The agency who quotes the lowest cost will be given a financial score of 100.</p> <p>In cases of discrepancy between the prices quoted in words and in figures, higher of the two</p>

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				<p>shall be considered. For any other calculation/ summation error etc. the bid may be rejected. The financial scores of other agencies for the project shall be computed as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> $\text{Financial score of agency for the project (Y)} = 100 \times \frac{\text{Lowest cost quoted by any agency for the project (Rs.)}}{\text{Cost quoted by the respective agency for the project (Rs.)}}$ </div> <p>The marks secured as above shall be the Financial Score of the agency for the project (Y).</p> <p>Composite Score of the agencies Composite score of the agencies for the bid shall be worked out as under:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="background-color: #d9e1f2;">Agency</th> <th style="background-color: #d9e1f2;">Technical Score (X)</th> <th style="background-color: #d9e1f2;">Financial Score (Y)</th> <th style="background-color: #d9e1f2;">Weighted Technical Score (75% of X)</th> <th style="background-color: #d9e1f2;">Weighted Financial Score (25% of Y)</th> <th style="background-color: #f4cccc;">Composite Score (F=D+E)</th> </tr> <tr> <th style="background-color: #d9e1f2;">A</th> <th style="background-color: #d9e1f2;">B</th> <th style="background-color: #d9e1f2;">C</th> <th style="background-color: #d9e1f2;">D</th> <th style="background-color: #d9e1f2;">E</th> <th style="background-color: #f4cccc;">F</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td style="background-color: #f4cccc;"></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td style="background-color: #f4cccc;"></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> <td style="background-color: #f4cccc;"></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> <td></td> <td style="background-color: #f4cccc;"></td> </tr> </tbody> </table>	Agency	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (75% of X)	Weighted Financial Score (25% of Y)	Composite Score (F=D+E)	A	B	C	D	E	F	1						2						3						4					
Agency	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (75% of X)	Weighted Financial Score (25% of Y)	Composite Score (F=D+E)																																			
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7	8	1.9: Key Events and Dates	Bid Submission 15-11-2019	Bid Submission 28-11-2019																																				