



श्री विश्वकर्मा कौशल विश्वविद्यालय

(हरियाणा सरकार, एक्ट संख्या 25, 2016 के तहत)

Shri Vishwakarma Skill University
Plot 147, Sector 44, Gurugram, Haryana

REQUEST FOR PROPOSAL (RFP)

for

**Engagement of Technical Consultancy (TC) Firm to Provide
Procurement services for SVSU**

Tender No: SVSU/2019/DA/RFP003

Dated: 12/09/2019

Notice Inviting Quotation

Sub: Notice Inviting Request for Proposal (RFP) for “Engagement of Technical Consultancy (TC) Firm to Provide Procurement services for SVSU”.

Shri Vishwakarma Skill University, Haryana invites online Request for Proposal (RFP): **“Engagement of Technical Consultancy (TC) Firm to Provide Procurement services for SVSU”** through e-procurement on portal <https://etenders.hry.nic.in> from reputed, qualified and eligible consultants as per RFP document. The RFP documents may also be downloaded from website (<http://www.svsu.ac.in>) of Shri Vishwakarma Skill University, Haryana for reference only. A minimum eligibility criterion has been given in RFP document.

Apart from uploading e-tender on website, bidder has to deposit EMD and RFP + E-service fees in form of Demand Draft drawn in favour of **“Haryana Vishwakarma Skill University, Gurugram”** and submit in separate envelopes along-with other documents.

1. SCHEDULE / DOCUMENT CONTROL SHEET

1.	EMD Amount	Rs. 600000/- (Rupees Six lakh only) (Beneficiary Name: Haryana Vishwakarma Skill University, Gurugram to be submitted in envelope-A).
2.	Performance Security	10% of the Contract Value
3.	(Tender Fee + E-Service Fee) + GST	4000/- + 1000/- = 5000/- (Rupees Five Thousand only) + GST (Beneficiary Name: Haryana Vishwakarma Skill University, Gurugram to be submitted in envelope-A)
4.	Issue of Tender Document	12/09/2019
5.	Online Tender Purchase Start Date	12/09/2019
6.	Online Tender Purchase End Date	Up to 17:00 Hrs. on 11/10/2019
7.	Last date /time for receipt/Submission of online proposals	Up to 17:00 Hrs. on 11/10/2019
8.	Last Date and Time for receipts of Bids in Hardcopy and EMD Amount and (Tender Fee + E-Service Fee) + GST	Up to 17:00 Hrs. on 14/10/2019
9.	Last date for receipt of queries	20/09/2019
10.	Date of pre bid meeting	25/09/2019 at 11:00AM
11.	Opening of Technical Bid	11:30 Hrs. on 17/10/2019
12.	Technical Presentation	25/10/2019
13.	Financial Bid	Subsequent date to be informed later.
14.	Validity period of Proposal	180 Days
15.	Place of Bid Submission	Registrar Shri Vishwakarma Skill University, Plot 147, Sector 44, Gurugram , Haryana
16.	Address of Communication	Registrar Shri Vishwakarma Skill University, Plot 147, Sector 44, Gurugram Haryana
17.	Contact Phone Numbers	0124-2746800

18.	E-mail Address	Registrar.hvsu@gmail.com
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- Tender document can also be downloaded (from 12/09/2019) from University Website www.svsu.ac.in
- # University reserved the right to change any Date, Time and condition of Tendering without assigning any reasons.
- Amendments to RFP, if any, would be published on e-procurement website only, and not in newspaper. The Shri Vishwakarma Skill University, Haryana reserves all the rights to accept or reject any or all tenders without assigning any reasons.

2. DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to the bidders, whether verbally or in documentary or any other form by or on behalf of Shri Vishwakarma Skill University, Haryana is provided to bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Shri Vishwakarma Skill University, Haryana to the prospective bidders or any other person. The purpose of this RFP is to provide interested firms with information that may be useful to them in formulation of their Proposals pursuant to this RFP.

Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Shri Vishwakarma Skill University, Haryana accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Shri Vishwakarma Skill University, Haryana also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance or any bidder upon the statements contained in this RFP.

Shri Vishwakarma Skill University, Haryana may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that Shri Vishwakarma Skill University, Haryana is bound to select a bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and Shri Vishwakarma Skill University, Haryana reserves the rights to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Shri Vishwakarma Skill University, Haryana or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and Shri Vishwakarma Skill University, Haryana shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

3. CHECKLIST FOR BIDDERS

Online three envelope system shall be followed, but bidders have to submit two envelopes in physical also i.e.

3.1. Envelop A:

- 3.1.1. EMD and Cost of RFP + E-service fee + GST
- 3.1.2. Affidavit (Authenticity and correctness of information/documents provided in Bid),
- 3.1.3. Affidavit regarding delisting/blacklisting, demobilization etc. as required under eligibility criteria.
- 3.1.4. Authority Letter to Sign on behalf of Consultant and
- 3.1.5. Authority Letter for use of Digital Signature

3.2. Envelop B: Technical Bid (detailed in clause 6.6-Instructions to Bidders)

Note:

- 3.2.1. Please note that in any case if price-bid/Financial Offer submitted manually then bid shall be rejected.
- 3.2.1. Only those proposals will be considered for opening, who have submitted their BID online as well as in physical form by due date/time (as specified in Bid Data Sheet).

The following checklist is for the convenience of the bidders. Kindly check the following points before submitting the bids.

Sr. No.	Checklist	Checkbox (Please tick '√')
1.	Whether the proposals have been properly sealed, marked and labelled as required?	
2.	Have you submitted envelop-A & Envelop-B (Physically as well as online) & Financial Proposal only online?	
3.	Whether the proposal has been signed by bidder/authorized signatory	
4.	Joint venture / Consortium proposal is not permitted	
5.	Whether submitted number of copies as prescribed in the data sheet?	
6.	Whether submitted the Scanned copy (PDF format) of the technical proposals on e-Procurement Portal?	
7.	Whether Company Registration & associated Documents are enclosed (Envelop-B)?	
8.	Whether copy of PAN, GST, TAN, Service Tax Registration etc. is enclosed with Technical Proposal (Envelope-B).	

9.	Have all the Demand Draft drawn of EMD and RFP+ E-Service charges in favour of “ Haryana Vishwakarma Skill University, Gurugram ” submitted in Envelope-A?	
10.	Have all the pages of proposal (Technical and financial bids) been properly numbered and signed by authority/ authorized person only?	
11.	Have all the CV’s signed by authorized person of the Agency?	
12.	Is the CV submitted according to the format given?	
13.	Have you checked the eligibility Criteria and Enclosed the relevant documents as proof?	
14.	Whether the number of pages of the proposal properly indexed?	
15.	Whether undertaking as prescribed is enclosed with technical proposal?	
16.	Whether authority letter for signing the proposal is enclosed with the technical proposal?	
17.	Whether evidence of financial eligibility enclosed with Technical Proposal?	
18.	Whether work Programme/ Personnel Schedule/ Team Structure are enclosed with Technical Proposal(Envelope-B)?	
19.	Whether Methodology & Innovativeness are enclosed with Technical Proposal (Envelope-B)?	
20.	Whether both the self-assessment (Eligibility and Technical Evaluation) formats duly filled in and signed are attached/enclosed with Technical Proposal (Envelope-B) as required in Annexure-F and Annexure-G of RFP?	

4. INSTRUCTION TO BIDDER FOR E-TENDERING

***Note:** Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.*

4.1. E-Tendering:

- 4.1.1. For participation in e-tendering module of Shri Vishwakarma Skill University, Haryana it is mandatory for prospective bidders to get registration on website <https://etenders.hry.nic.in>. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- 4.1.2. Tender documents can be downloaded from website <http://www.svsu.ac.in>. However, the bidders have to upload complete tender document online along-with deposit of EMD amount and RFP document Fee + E-service fee +GST of **Rs. 5,000/- (Rs. Five Thousand only) + GST** in form of Demand Draft drawn and without EMD amount and RFP document Fee + E-service fee bids will not be accepted.
- 4.1.3. E-service/gateway charges shall be borne by the bidders.
- 4.1.4. As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a **Class II Digital Certificate** shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities. Kindly note that it may take at least three-five business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. Shri Vishwakarma Skill University, Haryana shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.
- 4.1.5. If bidder is bidding first time for e-tendering, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- 4.1.6. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- 4.1.7. Bidder must positively complete online e-tendering procedure at <https://etenders.hry.nic.in>
- 4.1.8. Shri Vishwakarma Skill University, Haryana shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
- 4.1.9. For any type of clarifications bidders/contractors can visit <https://etenders.hry.nic.in> and <http://www.svsu.ac.in>.
- 4.1.10. The bidder whosoever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of the same in physical form with the offer of this tender.
Apart from uploading e-tender on website, bidder has to deposit in form of Demand Draft drawn in favour of **“Haryana Vishwakarma Skill University, Gurugram”** and submit in separate envelopes along-with other documents as detailed below:

- 4.1.10.1. RFP cost + E-service Fee of **Rs. 5,000/- (Rs. Five thousand only)** and EMD **Rs. 600000/- (Rupees Six lakh only)** in Envelop-A
- 4.1.10.2. Affidavit in Envelop-A,
- 4.1.10.3. Authority Letter to Sign on behalf of Consultant in Envelop-A,
- 4.1.10.4. Authority Letter for use of Digital Signature in Envelop-A and
- 4.1.10.5. Technical Bid in Envelop-B with all relevant enclosures (as detailed clause 6.6 - Instructions to bidders)

Envelop-A & Envelop-B are to be kept in one sealed envelope in physical form (as well as all the 3 Envelops must be submitted Online, the third envelope refers to financial proposal which has to be submitted online only). This envelope should be properly super scribed that this envelope contains 2 envelops of demand draft of EMD and RFP + E-Service charges and Technical bid against respective tender with due date & time of tender opening as per Bid- data sheet/Document Control Sheet. This envelope should be submitted physically on or before the date of submission (as per detailed Document Control Sheet Schedule). Tenders/Proposals received within specified time (e-tender as well as physical submission) shall only be opened on the date/time specified in presence of the bidders or their authorized representatives, whosoever may be present.

The prospective bidders will upload scanned self-certified copies of requisite documents as required in e-tendering process.

- 4.1.11. The Bid in physical form shall be accepted up to 14/10/2019 (upto 5.00 PM). **The same may be submitted in the office of the undersigned.**
 - 4.1.11.1. Those physically submitted documents will be acceptable and considered, if, same are uploaded on the website along with tender offer. Cognizance of other physically submitted documents (if any) shall not be taken.
 - 4.1.11.2. The physically submitted envelope of documents will be opened first. The tenders received without demand draft of EMD and RFP cost as well as E-Service charges, shall be returned unopened to the respective bidder. The tender documents fees shall not be refunded.

4.2. Earnest Money Deposit and the RFP + E-Service charges: -

- 4.2.1. The RFP document cost+ E-Service Fee of **Rs. 5000/- (Rs. Five Thousand Only)** is to be deposited online by bidder against **RFP No: SVSU/2019/DA/RFP003**. The proof of online deposit should be submitted in sealed Envelope-A.
- 4.2.2. The EMD of **Rs.6,00,000/ (Rs. Six lakh Only)** is to deposit in form of Demand Draft drawn in favour of **"Haryana Vishwakarma Skill University, Gurugram"** shall be physically submitted in a sealed Envelope-A super scribing **"EMD & RFP cost + E-service fee of Rs. 6,00,000/- and Rs. 5000/- respectively against RFP No: SVSU/2019/DA/RFP003**.
- 4.2.3. No Proposal will be accepted without valid RFP cost and Earnest Money Deposit.
- 4.2.4. **Any mismatch, if found in the documents submitted in physical form**

and that uploaded online, the documents submitted online shall be considered final and no justification regarding this shall be entertained by the Shri Vishwakarma Skill University, Haryana.

4.3. Technical bid: -

Bidders must positively complete online e-tendering procedure at <https://etenders.hry.nic.in> They shall have to submit the documents as prescribed in the RFP online in the website. The website/e-portal may accept a file sizing upto 10 MB, however, the bidders may submit their complete bids (with all the requisite documents) in multiple files.

Hard copies of above technical bid/proposal must be submitted in a separate sealed envelope super-scribing "**Envelope-B**" technical bid RFP No: **SVSU/2019/DA/RFP00** as prescribed in Bid- data sheet/Document Control Sheet.

4.4. Financial bid: -

Bidder must submit the Price/Financial bid document as per the format given in RFP/available online and uploaded as per instructions therein. **Physical submission of price bid will not be considered.** The financial bids of technically qualified bidders shall be opened online at the notified date. The bidder can view the financial bid opening date by logging into web-site.

4.4.1. On the due date of e-tender opening, the technical bids of bidders will be opened online. Shri Vishwakarma Skill University, Haryana reserves the right for extension of due date of opening of technical bid.

4.4.2. Shri Vishwakarma Skill University, Haryana reserves the right to accept or reject any or all tenders without assigning any reason what so ever.

4.4.3. In case, due date for Physical submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.

4.4.4. Any change/modifications/alteration in the RFP by the Bidder shall not be allowed and such tender shall be liable for rejection.

For amendment, if any, please visit <http://www.svsu.ac.in> web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from web site. The **Shri Vishwakarma Skill University, Haryana** shall have no responsibility for any delay/omission on part of the bidder.

5. INVITATION FOR PROPOSALS (IFP)

Shri Vishwakarma Skill University, Haryana is a State university established under Act 25 of 2016. The objective to establish this skill University is to facilitate and promote skill, entrepreneurship development, skill based education and research in the emerging areas of manufacturing, information technology, textile, design, logistics and transportation, automation, agriculture, maintenance, etc. and to raise skill level in various fields related to these areas.

5.1. Letter of Invitation

Shri Vishwakarma Skill University, Haryana

Transit Office: Plot No. 147, sector 44, Gurugram

No: SVSU/2019/DA/RFP003

Dated: 12/09/2019

The Shri Vishwakarma Skill University, Haryana now invites online **proposals** to provide the” **Engagement of Technical Consultancy (TC) Firm to Provide Procurement services for SVSU**” Further details of the services requested are provided in the Terms of Reference (TOR) at **Annexure D**.

- a. All information contained in this proposal should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
- b. A firm shall be selected under Quality and Cost Based Selection (QCBS 80:20) and procedures described in this RFP, in accordance with the procurement guidelines of the Govt. of Haryana.
- c. The RFP includes the following documents:
 - i. **Clause 5.1:** Letter of Invitation
 - ii. **Annexure A:** Bid Data Sheet/Data Sheet.
 - iii. **Annexure B:** Technical Proposal Submission Forms (Tech-8.1 to Tech-8.9)
 - iv. **Annexure C:** Financial Proposal (**Only Online Submission**).
 - v. **Annexure D:** Terms of Reference (TOR).
 - vi. **Annexure E:** Standard Contract Document.
 - vii. **Annexure F:** Self-Assessment of Eligibility.
 - viii. **Annexure G:** Self-Assessment of Technical Evaluation.
- d. Please note that while all the information and data regarding this RFP is, to the best of the Client’s knowledge, accurate within the considerations of scope of the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the Consultant to check the validity of data included in this document. Firms intending to submit bids and seek any clarifications should inform the Client’s representative in writing or electronically not later than the date indicated for submission of clarifications in BDS.
- e. Proposals will be evaluated technically and the financial bids of the qualifying firms will be opened following the QCBS procedure.
- f. **The address for all correspondences with the Client is:**

6. Instructions to Bidders (ITB)

6.1. Introduction

- 6.1.1. The Consultants are invited to submit a Technical Proposal as specified in the Data Sheet. The Proposal shall be the basis for a signed Contract with the selected Consultant.
- 6.1.2. The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.
- 6.1.3. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.

6.2. Eligibility Criteria: The bidders should satisfy the following minimum eligibility and those as specified in the Data Sheet. Only those who satisfy these criteria should submit the proposal with necessary supporting documents:

- 6.2.1. A Consultancy may be a PSU/ Govt. Entity as Partnership firm, Proprietary, or a Company incorporated under Indian Companies Act 1956, which is eligible as per the eligibility criteria specified in the Bid Data Sheet. The consultancy firm should be in operation in India at-least for last five years as on 31.03.2019 and should also satisfy the following:
 - 6.2.1.1. PSU/Government in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, c) they are eligible as per minimum criteria.
 - 6.2.1.2. Proposal(s) in consortium or Joint Venture shall not be allowed/ accepted.
 - 6.2.1.3. Consultant shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.
 - 6.2.1.4. The Agency should have proper Firm/Company/Institution Regn. No., PAN, TAN, GST No. etc. under appropriate Act/Law.
- 6.2.2. The Agency should have experience of same work during the last 3 years.
- 6.2.3. The Agency should not have incurred any loss for the last 3 financial years which is mandatory. Bidders should submit audited statement showing their net balance / Profit for last three financial years.
- 6.2.4. The Agency deploys optimum number of experts as per the need of the projects.
- 6.2.5. The Agency should deploy a team of experts having experience of similar kind of projects and expertise in the concerned sectors as given in **Clause 10.7 Annexure-D** of this document.
- 6.2.6. No conflict of interest prevails in the engagement.
- 6.2.7. Average annual turnover for the last three financial years (2016-17, 2017-18 & 2018-19) should be equal to or greater than Rs. 50.00 crore.
- 6.2.8. The firm/agency should not be black-listed/de-listed/debarred by Govt. of India/Any other State Govt./Haryana Govt. or its Departments/agencies. The Prospective bidders are required to submit a **separate notarized affidavit** in this regard.

Note: Proposals without these documents will be treated as ineligible

6.3. Clarifications of RFP Documents

- 6.3.1.** Consultants may request clarification on any of the RFP document up to specified number of days before the submission date as indicated in the Data Sheet/Document Control Sheet. Any request for clarification must be sent in writing on company/agency's letterhead under proper signature of authorized person, to the Client's Representative whose address is provided in the Data Sheet/Document Control Sheet. The Client will respond in form of pre-bid meet proceedings. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause.
- 6.3.2.** At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing and shall upload the same by standard electronic means. Accordingly, the Client may, at its discretion, extend the deadline for the submission of Technical Proposal. It is the responsibility of prospective bidder(s) to regularly view/login the relevant website(s).

6.4. Preparations of Proposals

- 6.4.1.** The Proposal and all related correspondence exchanged between the Consultant and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
- 6.4.2.** The Consultant shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.5. Instructions for Submission of Proposal

- 6.5.1.** These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
- 6.5.2.** Proposals must be received before the deadline specified in the Data Sheet to tender. Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.
- 6.5.3.** Consultants shall submit one sealed envelope, containing the Technical Proposal along with the demand draft of EMD and RFP cost + E-Service charges.

6.6. Technical Proposal (Online and also Physical) (see Annexure B)

The Technical Proposal shall contain the following:

- 6.6.1.** Covering Letter (**Tech 8.1**);
- 6.6.2.** Affidavit (**Tech 8.2**);
- 6.6.3.** Legal Constitution & Number of Years of Existence; (**Tech8.3**);
- 6.6.4.** Project detail sheets (in prescribed format) outlining previous experience of the firm in similar types of assignments completed during the past years (**Tech. 8.4 & 8.5**);
- 6.6.5.** CVs of personnel to work on this project (in the CV please include name of

staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), restricted to maximum of two (2) pages per CV (**Tech 8.6**);

- 6.6.6. List of proposed expert team and summary of CV particulars relevant to the project subject to maximum of two (2) pages (**Tech 8.7**);
- 6.6.7. Financial Standing (Annual Turnover) of agency; (**Tech 8.8**);
- 6.6.8. Description of Approach and Methodology; (**Tech 8.9**);
- 6.6.9. Three printed sets (original and its two copies) along-with duly filled in both the self-assessment formats (Eligibility and Technical Evaluation available at **Annexure-F** and **Annexure-G**) of the Technical Proposal (**Envelope-B**) physically as well as submit same proposal in scanned copy (PDF format) at <https://etenders.hry.nic.in> in **Envelope-B**.
- 6.6.10. Matters not appropriate in any other section. This includes: written confirmation authorizing the signatory of the Proposal to commit the Consultant.

- 6.7. No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Data Sheet; non-confirmation will result in automatic disqualification of the Consultant's Proposal.

6.8. Financial Proposal (to be submitted online only) (See Annexure C)

The Financial Proposal shall be submitted strictly as per Format given in **Annexure-C**.

6.9. Submission Instructions

- 6.9.1. Consultants are expected to carefully review the contract provisions attached in the RFP for preparation of their Proposals.
- 6.9.2. The Consultant shall submit Proposals using the appropriate submission sheets provided in **Annexure-B & Annexure-C**. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

6.10. Proposal Validity

- 6.10.1. Proposals shall remain valid for the period specified in the Data Sheet/Document Control Sheet commencing with the deadline for submission of Proposal as prescribed by the Client.
- 6.10.2. A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.
- 6.10.3. In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request. A Consultant granting the request shall not be required or permitted to modify its Proposal.
- 6.10.4. During the Proposal validity period, Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.

6.11. Format and signing of Proposals

Scanned copies of following may be uploaded on the portal.

- 6.11.1. Technical Proposal (One Original only) shall be placed in an envelope clearly marked "TECHNICAL PROPOSAL - ORIGINAL".
- 6.11.2. Financial Proposal should be submitted online only.
- 6.11.3. The Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. Any interlineations, erasures, or overwriting shall be valid only if signed or initialled by the person signing the Proposal.
- 6.11.4. The Client may, at its discretion, extend the deadline for the submission of Technical Proposal by amending the RFP in accordance with **Clause 6.3.2**, in which case all rights and obligations of the Client and Consultants subject to the previous deadline shall thereafter be subject to the deadline as extended.

6.12. Criteria of Technical Proposals

- 6.12.1. Criteria for Evaluation of Technical Proposals
- 6.12.2. Technical proposal of all the Applicants will be evaluated based on the following Evaluation Criteria.
- 6.12.3. Technical proposals of all the Applicants will be evaluated based on Quality and Cost based selection (QCBS) system. Evaluation of the proposals will be done by the evaluation committee as per the parameters mentioned below:

Sr. No.	Criteria	Score	Evaluation Criteria
I. Past Experience of Agency-35 Marks			
A.	Specific Experience of consultant related to the present assignment in last 5 (five) financial years i.e. 2014-2015 to 2018-2019, <i>(for completed projects, completion certificate from client to be attached and for on-going projects, work orders issued by the client to be attached)</i>	20	<i>Max. 10 marks for 1 completed project each + 5 marks for other on-going project.</i>
B.	Past Experience of agency handling works of Government of India / State Governments in the past <i>(for completed projects, completion certificate from client to be attached and for on-going projects, work orders issued by the client to be attached)</i>	15	<i>>3 & ≤5 Years=10 marks >5 & ≤10 Years=12 marks >10 Years =15 marks</i>

Sr. No.	Criteria	Score	Evaluation Criteria
II. Average Annual Turnover in last three financial years-15 Marks			
A.	Average Annual Turnover in last 3 financial years (2016-17, 2017-18 and 2018-19)	15	<i>>50 crore & <=75crores = 05 marks</i> <i>>75 crore & <=100 crores = 10 marks</i> <i>>100 crore = 15 marks</i>
III. Approach, Methodology for the proposed Assignment/Job-20 Marks			
	Understanding of Objectives		
A.	General Understanding.	5	General understanding of the project requirements;
B.	Components coverage-proposed approach covers all requirements of TOR	5	Coverage of principal components as requested in TOR
C.	Quality of Methodology/Approach	3	The degree to which the presented written methodology /approach addresses the requirements of the TOR.
D.	Innovativeness/Comments on Terms of Reference	2	Relevance and innovativeness of comments w.r.t project.
E.	Team Composition	5	Relationship between required person-months and proposed work program.
III. Team structure (Personnel (CVs))-30 Marks			
A.	Key Expert – K 1; Project Leader	18	Project Leader will be obtained the marks on submission of all required documents for qualification and experience.
B.	Key Expert –K 2; Consultant	12	06 marks of each Consultant will be obtained on submission of all required documents for qualification and experience.
	TOTAL	100	

Note: Nil Marks shall be awarded for below the prescribed qualification and experience

The Bidder has to submit the CVs.

The persons, whose CVs are proposed in the bid, shall not be allowed to change. In case of any urgency, Registrar, Shri Vishwakarma Skill University, Haryana may consider request of the bidder.

The Technical Proposal must include an undertaking by the bidder (consortium/Joint Venture is not allowed for this project) stating that the Consultant/bidder proposed in the present proposal has not been demobilized for poor/unsatisfactory performance from any project during the last five years. The

undertaking must be a separate document and forms an indispensable part of the Technical Proposal.

Any bidder which proposes to use a consultant who is already committed on any other project/contract and whose deployment on the new contract would be in conflict with the working of any existing contract shall be scored zero against that position.

The Consultant shall submit the details of full team while submitting the bids and no changes in key professionals during implementation of the assignment is allowed. However, in case of exigencies like health reasons, the changes in key professionals will be admissible provided they are equivalent or better than the original CVs, in which case, the penalty as defined in **clause 11.2.4.3** of General Conditions of Contract shall be levied.

6.13. Evaluation of Technical Proposals

- 6.13.1.** The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken upon respect of only those bidders, who meet with the prescribed minimum qualifying eligibility criteria. The bidders securing minimum 75% marks in technical evaluation shall be considered for opening of financial proposals. The selection process will be based on Quality and Cost based selection (QCBS) – wherein 80% weight-age will be given to the technical proposal and 20% to the financial proposal.
- 6.13.2.** The Shri Vishwakarma skill University, Haryana will constitute an Evaluation Committee for evaluation of Proposals received.
- 6.13.3.** The evaluation committee evaluates the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria system specified in the RFP. A Proposal shall be rejected if it does not achieve the minimum qualifying eligibility criteria.
- 6.13.4.** A Technical Proposal may not be considered for evaluation in any of the following cases:
 - 6.13.4.1.** the Consultant that submitted the Proposal failed to make a proper statement effect in the cover letter; or
 - 6.13.4.2.** the Consultant that submitted the Proposal was found not to be legally incorporated or established in India; or
 - 6.13.4.3.** the Technical Proposal was submitted in the wrong format; or
 - 6.13.4.4.** The Technical Proposal reached the Shri Vishwakarma skill University, Haryana after the closing of submission time and date specified in the Data Sheet.
- 6.13.5.** After the technical evaluation is completed, the Shri Vishwakarma skill University, Haryana shall notify Consultants whose Proposals did not meet the minimum qualifying technical eligibility criteria/score or Consultants whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will not be opened/downloaded. The Shri Vishwakarma skill University, Haryana shall simultaneously notify, in writing to the consultants whose Technical Proposals qualified minimum qualifying technical eligibility criteria/score, indicating the date, time, and location for opening of Financial Proposals. (Consultants' attendance at the opening of Financial Proposals is

compulsory).

6.14. Public Opening and Evaluation of Financial Proposals

6.14.1. Public Opening of Financial Proposals –

- 6.14.1.1.** At the public opening of Financial Proposals, Consultant representatives who choose to attend will sign an Attendance Sheet.
- 6.14.1.2.** The client's representative will download the financial proposal of each of only qualified technical Proposal. Such representative will read out aloud the name of the Consultant and the total price shown in the Consultant's Financial Proposal. This information will be recorded in writing by the Client's representative.

6.14.2. Evaluation of Financial Proposals

- 6.14.2.1.** Financial proposals shall be downloaded publicly and read;
- 6.14.2.2.** Consultants' attendance at the opening of Financial Proposals is optional.
- 6.14.2.3.** The evaluation committee will review the detailed contents of each Financial Proposal. During the review of Financial Proposals, the Committee and representatives of Shri Vishwakarma skill University, Haryana designated by the Registrar, Shri Vishwakarma skill University, Haryana involved in the evaluation process, will not be permitted to seek clarification(s) or additional information(s) from any Consultant, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:
 - 6.14.2.3.1.** complete, to see if all items of the corresponding Financial Proposal are priced,
 - 6.14.2.3.2.** Computational errors if there are will be corrected;

6.15. Method of selection Agency/Firm:

The technical quality of the proposal will be given weight of 80%, the method of evaluation of technical qualification will follow the procedure given in **Clause 6.13 above.**

The price bids of only those consultants who qualify technically (**Minimum Qualifying Marks: 75%**) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. **The financial proposal shall be allocated weight of 20%.** For working out the combined score, the employer will use the following formula:

Total points = T (w) x T (s) + F (w) x LEC / EC, where

T (w) stands for weight of the technical score.

T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the Highest Total Points (H-1) will be considered for award of contract and will be called for negotiations, if required.

6.16. Award of Procurement Services/ Letter of Award (LOA)

Shri Vishwakarma skill University, Haryana will issue Letter of Intent (LoI) in favour of bidder who will come first by QCBS method. A Letter of Award (the “LOA”) shall be issued, in duplicate, by Shri Vishwakarma skill University, Haryana to the Selected Agency and the Selected Agency shall, within 7 (seven) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

6.17. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Contract Agreement within the period of 7 working days from the date of issuance of LOA.

6.18. Performance Security:

The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is stated at the “Schedule” of the tender document within 21 days from the date of Signing of the contract and should be kept valid for a period of 60 days beyond the date of completion of contract period (**Clause 11.7 of Annexure–E**). The Performance security in other shape viz., FD/Term Deposit Receipt etc. shall not be accepted.

If the supplier shall not submit the performance security within 21 days from the date of Signing of contract and if delay in submission of performance security, contract may be cancelled. The competent authority may accept the performance security after the above mention deadline of 21 days subject to submission of justification by the tenderer, however the decision of the competent authority is final in this regards.

7. Bid Data Sheet/Data Sheet

1	Name of the Client: Shri Vishwakarma Skill University, Haryana
2	Method of selection: Quality and Cost Based Selection (QCBS) method. The selection process will be based on Quality and Cost based selection (QCBS) – (Lump sum) wherein 80% weightage will be given to the technical proposal and 20% to the financial proposal.
3	a. Scanned copy Technical bid (each page including annexure, if any, properly numbered) has to be uploaded/ submitted online. One set (each page including annexure, if any, properly numbered) in hard have to be submitted in physical form: Yes b. Only online separate Financial Proposal has to be submitted together with Technical Proposal: Yes Separate envelope for Financial bid (Clearly indicating Financial Bid of “Engagement of Technical Consultancy (TC) Firm to Provide Procurement services for SVSU” : Yes
4	Bidders must submit the Technical Presentation with Technical Proposal. It shall include a brief of current assignment, its experience in similar assignments, approach and methodology, consultant’s work plan/details of key professionals, innovative ideas for undertaking the present assignment, etc. Note: Only the Team Leader shall make the Technical presentation. All the proposed key professional of the entire team of the Consultant must be presented to the Client before issue of Letter of Acceptance, work order, failing which the work order will not be issued.
5.	Apart from uploading e-tender on website, bidder has to deposit in form of Demand Draft drawn in favour of “Haryana Vishwakarma Skill University, Gurugram” and submit in separate envelopes along-with other documents as detailed below: • RFP cost + E-service Fee of Rs. 5,000/- (Rs. Five thousand only) and EMD Rs. 600000/- (Rupees Six lakh only) in Envelop-A • Affidavit in Envelop-A, • Authority Letter to Sign on behalf of Consultant in Envelop-A, • Authority Letter for use of Digital Signature in Envelop-A and • Technical Bid in Envelop-B with all relevant enclosures (as detailed clause 6.6 - Instructions to bidders)
6	• The Consultant must submit the 01 printed set (in original and each page properly numbered) along-with duly filled in both the self-assessment formats (Eligibility and Technical Evaluation available at Annexure-F and Annexure-G) of the Technical Proposal (Envelop-B) physically as well as submit same proposal in scanned copy (PDF) at https://etenders.hry.nic.in in Envelope-B. • Financial Proposal must be submitted online only (as per Annexure-C). Note: If financial bid submitted manually than bid may be rejected.
7	The consultant must submit a scanned copy of the Technical Proposal online and demand draft of EMD and RFP + E-Service charges along-with other relevant documents & Technical Proposal in their respective sealed envelopes (i.e. Envelope-A & Envelope-B). The Financial Proposal to be submitted online only.

8	Physical Submission: For each Bid (refer letter of invitation) technical Proposals are to be submitted in sealed Envelope-B along-with demand draft of EMD and RFP + E-Service charges. Thereafter, Envelope-A and Envelope-B should be put in a single wax-sealed envelope by clearly marking “Technical Bid for Engagement of Technical Consultancy (TC) Firm to Provide Procurement services for SVSU” and Do Not Open Except in The Presence of the Evaluation Committee. Online Submission: Scanned copy of Technical Proposal must be submitted Online in Envelope-B and along-with demand draft of EMD and RFP + E-Service charges
9	Both Envelop-A and Envelop-B (Technical Proposals) should be clearly marked, Envelop-A or Envelop-B Proposal for [Title of consulting Service] – “Do Not Open Except in the Presence of the Evaluation Committee”.
12	Proposals must remain valid for 180 days after the submission date indicated in this Data Sheet/Document Control Sheet.
13	The Consultant is required to include with its Proposal written confirmation of authorization to sign on behalf of the Consultant : Yes
14	Bidders Eligibility Criteria: Applicable. Please refer Clause 6.2 (eligibility criteria)
15	• Separate Financial Proposal(s) has to be submitted online only. • The Technical Proposal is to be submitted online along-with demand draft of EMD and RFP + E-Service charges. • The Technical Proposals in original in hard along-with demand draft of EMD and RFP + E-Service charges has to be submitted by 14.10.2019 upto 5:00 PM.
16	Technical Proposals should be clearly marked (TECHNICAL PROPOSAL) FOR (Title of Consulting Service) DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE.
17	A proof of online deposit of non-refundable RFP Cost + E-Service charges should be provided with Technical Proposal: Yes. If Yes, the amount of the RFP Cost is Rs. 4000/ (Rs. Four thousand only) + E-service charge is Rs.1000/- (Rs. one thousand only), which have to be deposited online only.
18	A Bid Security/EMD must be submitted: Yes An Earnest Money Deposit (EMD)/ Bid Security should be deposited offline with Technical Proposal: Yes If Yes, the amount of the Earnest Money Deposit (EMD)/ Bid Security is Rs.6,00,000/- (Rupees Six lakh only), which has to be deposited offline only.
19	Bid security shall be refunded to the successful bidder upon signing of agreement with Shri Vishwakarma Skill University, Haryana. For unsuccessful bidders the bid security shall be refunded within 30 days after signing of agreement with the successful bidder.
20	Performance Bond in the form of Bank Guarantee issued by any Indian Nationalized Bank is to be submitted by the successful Bidder before signing of Contract. Amount will be 10% of the contract value; this may be provided as 100% Bank Guarantee. The Performance security in other shape viz., FD/Term Deposit Receipt etc. shall not be accepted.
21	Currency for Proposals is: Indian Rupee
22	Address for communication/ submission of Proposals: Registrar, Shri Vishwakarma Skill University, Plot 147, Sector 44, Gurugram, Haryana

	Ph: 0124-2746800 , Email: Registrar.hvsu@gmail.com
23	Expected date for public opening of Financial Proposals: [Will be intimated to the qualified bidders separately]
24	Expected date for commencement of consulting services: (Within 7 days of signing the agreement with Shri Vishwakarma Skill University, Haryana)
25	The proposals will be evaluated based on the information provided by the applicants and the evaluation will be done as per detailed criteria mentioned in RFP Document
26	The duration of the Engagement of Technical Consultancy (TC) Firm to Provide Procurement services for SVSU will be for a period of 3 years, it may be extended for another 1 + 1 year based on performance and mutual agreement.

8. Technical Proposal Submission Forms

(To be submitted online as well as physically)

Tech. 8.1. Covering Letter

(On Agency's Letter-Head)

[Location, Date]

To

The Registrar,
Shri Vishwakarma Skill University, Haryana,
Transit office: Plot No. 147, Sector 44,
Gurugram (Haryana).

Dear Sir,

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes the Technical Proposal in sealed envelope.

We hereby declare that we have read the Instructions to Bidders included in the RFP, and abide by the same. We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification. We confirm that all personnel named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Attachments:

1. Power of Attorney in the name of authorized representative to be enclosed.
2. Undertaking(s).
3. Affidavit(s).

Tech. 8.2. Affidavit

||SPECIMEN AFFIDAVIT||

(To be contained in Envelope- A)

(On Non Judicial Stamp of Rs. 100/-)

I/we _____ who is/are _____ (status in the firm/company) and competent for submissions of the affidavit On behalf of M/S _____ (Consultant/Contractor) do hereby solemnly affirm an oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ (Name of Work) dated _____ issued by the _____ (Name of the department).

I/we am/are fully responsible for the correctness of following self-certified Information/ documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
 1. The proof of online deposit of Earnest Money Deposits and cost of RFP/bid document + E-service charges and other relevant documents provided are authentic.
 2. Information regarding financial qualification and annual turnover is correct.
 3. Information regarding various technical qualifications is correct.
 4. Submitted separate notarized Affidavit about eligibility **Clause 6.2.8.**

Signature with Seal of the Deponent (Bidder)

I/we, _____ above deponent do hereby certify that the facts mentioned in above are correct to the best of my knowledge and belief. Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (Bidder)

Note: Affidavit duly notarized in original shall reach the Office of Shri Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44, Gurugram (Haryana) as per Physical Submission Date mentioned in the Key-Dates.

(On Agency's Letter-Head)

Tech. 8.3. Legal Constitution & Number of Years of Existence

Organization Name:	
1. Status / Constitution of the Organization :	
2. Name of Registering Authority :	
3. Registration No.:	
4. Date of Registration:	
5. Place of Registration:	
6. Complete Address (Permanent and Correspondence along-with contact person and telephone, fax numbers and email address):	
7. P.A.N.	
8. T.A.N.	
9. G.S.T. No.	
10. Any other important information:	

For and on behalf of: (Company Seal)

Signature:

Name: _____

Designation: _____

LL No.: _____

FAX No. _____

Mb No. _____

E-mail _____

(Authorized Representative and Signatory)

Note: Please provide copy of the registration certificate from the appropriate Registering Authority.

(On Agency's Letter-Head)

Tech. 8.4. Private Organization Project Detail Sheet:

(Supporting the **Specific Experience** of consultant related to the present assignment in last 5 (five) financial years)

(Please use separate sheet for each assignment)

Assignment name:	
Approx. value of the contract (in Rs.):	
State	
City name:	
Name of Client:	
Address of Client:	
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent	
Documents attached to support the claim as desired:	

Note: The bidder(s) are required to submit proper proof (duly attested/ signed document by the client) to support/ proving the claim.

Authorized Signatory [In full initials and Seal]: _____

Name of the Organization: _____

(On Agency's Letter-Head)

Tech. 8.5. Government Organization Project Detail Sheet

(Supporting the past experience of agency handling works of Government of India / State Governments)

(Please use separate sheet for each assignment)

Assignment name:	
Approx. value of the contract (in Rs.):	
State	
City name:	
Name of Client:	
Address of Client:	
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved from your firm and functions performed indicated whether regular full-time employees of your firm or part-time/independent	
Documents attached to support the claim as desired:	

Note: The bidder(s) are required to submit proper proof (duly attested/ signed document by the client) to support/ proving the claim.

Authorized Signatory [In full initials and Seal]: _____

Name of the Organization: _____

Tech. 8.6. Curriculum Vitae (CV) for Proposed Experts

Proposed Position

(Please fill separate format for proposed all proposed experts)

1. Name of Staff: [Insert Full Name]

2. Mobile No.:

3. Email Id:

4. Date of Birth:

5. Nationality:

6. PAN Card No.:

7. Aadhar No.:

8. Education: [year] [name of institution and degree]

9. Membership of Professional Associations:

10. Other Training:

11. Countries of Work:

[List countries where staff has worked in the last ten years]

12. Languages:

[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]

13. Professional Background [Description]

14. Employment Record

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

From [Year]:

To [Year]:

Employer:

Positions held:

15. Professional Experience

[Month and year start to finish]

[Name of project and client]

[Descriptive paragraph of 4-5 sentences on each assignment, position held, responsibilities undertaken and achievements attained.]

16. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job.

17. Work Undertaken that Best Illustrates capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has information been involved, indicate the following for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 14.]

Name of Assignment/job or project: Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- i. This CV correctly describes my qualifications and experience;
- ii. In the absence of medical in capacity I will undertake this assignment for the duration and in terms of the inputs specified for me in the Technical Bid provided team mobilization takes place within the validity of this Bid or any agreed extension thereof. I understand that any wilful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert or authorized representative]

_____ [Name of Expert/Authorized signatory].

(On Agency's Letter-Head)

Tech. 8.7. Tech 4: Expert Team and Summary of CV Information

Family Name, First Name	Position Assigned	Task Assigned	Employment Status with Firm (full-time, or other)	Education/ Degree (Year / Institution)	No. of years of relevant project experience

Authorized Signatory [In full initials and Seal]: _____

Name of the Organization: _____

(On Agency's Letter-Head)

Tech. 8.8. Financial Standing (Annual Turnover)

Certificate from the Statutory Auditor regarding the Average Annual Turnover of the organization

It is to certify that the average annual turnover of M/s _____ (Name of Agency/Firm/bidder), _____ (with complete address) is equal or above Rs. 50.00 crore (Rs. Fifty crore) for the last 3 financial year ending of month 31st March, 2019.

Based on its books of accounts and other published information authenticated by it (Agency/Firm/bidder), this is to certify that..... (Name of the Bidder) had, a Total turnover of Rs.Lakhs for the last three Financial Years, and the year-wise details of turnover are noted below:

Financial Year ending 31st March	Total Turnover (Rs. in Lakhs)	Profit or loss
2016-17:		
2017-18:		
2018-19:		
Total Turnover for last 3 financial years:		
Average Annual Turnover for last 3 financial years:		

Name of the audit firm/ Chartered Accountant:

Seal of the Statutory Auditors (CA Firm):

(Signature, name and designation and registration Number of the Chartered Accountant)

Date:

Note: Please provide certified copies of Audited Financial Statements (Balance Sheets and Profit & Loss account) an of the organization/agency for over the last three Financial Years.

(On Agency's Letter-Head)

Tech. 8.9. Description of Approach, Methodology and Work Plan

(Not more than 1000 words)

A description of the General Understanding, Components coverage-proposed approach covers all requirements of TOR, Innovativeness/Comments on Terms of Reference and Team Composition.

General Understanding.	5	General understanding of the project requirements;
Components coverage-proposed approach covers all requirements of TOR	5	Coverage of principal components as requested in TOR
Quality of Methodology/Approach	3	The degree to which the presented written methodology /approach addresses the requirements of the TOR.
Innovativeness/Comments on Terms of Reference	2	Relevance and innovativeness of comments w.r.t project.
Team Composition	5	Relationship between required person-months and proposed work program.

Please explain your understanding of the Objectives of the assignment as outlined in the Terms of Reference (TORs), the team structure, and the Proposal Presentation you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.

Please also outline the plan for the implementation of all the activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible Working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.

(On Agency's Letter-Head)
Financial Proposal (to be submitted online only)

9. Financial Proposal

To
 The Registrar,
 Shri Vishwakarma Skill University, Haryana,
 Transit office: Plot No. 147, Sector 44,
 Gurugram (Haryana).

Sub: "Engagement of Technical Consultancy (TC) Firm to Provide Procurement services for SVSU"

Dear Sir,

We are pleased to quote/submit our financial proposal for the **"Engagement of Technical Consultancy (TC) Firm to Provide Procurement services for SVSU"**. I/We _____ Consultant here with enclose the Financial Proposal for selection of my/our firm as Consultant for Subject assignment.

For Consultancy Services, our fee to project of Rs. _____ (in figures) (Rs. _____ in words). The quoted rates are inclusive of all kind of expenses, travelling expenses etc. and no further amount shall be claimed over and above rate quoted above.

The fee mentioned above is inclusive of all kind of taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. 180 days from the last date notified for submission of the proposal.

Sr. No.	Item	Amount (INR, including of all kind of taxes)
1.	Consultancy Services for "Engagement of Technical Consultancy (TC) Firm to Provide Procurement services for SVSU" .	

Yours faithfully,

Signature:

Full Name:

Designation:

Address:

Tel.: Nos. (O)..... (R)..... (M).....

E-mail: Fax No:

10. Terms of Reference (TOR)

10.1. Project Background

SVSU in its mandate has identified the following focus areas like student centric education, knowledge application, leading through innovation and inclusivity, new age technology to name a few. SVSU is already creating impact by running programmes in **Industry Integrated Dual Education Model** where the students are exposed to the state of art technology and processes. The students of SVSU has participated in various States and National Level Skill competitions also. Keeping its commitment to develop and create innovative learning platforms.

10.2. About Shri Vishwakarma Skill University (SVSU)

The Government of Haryana passed an Act 25 of 2016 to establish and incorporate a Skill University in the State to facilitate and promote skill, entrepreneurship development, skill based education and research in the emerging areas of various sectors and to raise skill level in various fields related to these areas and for matters connected therewith or incidental thereto.

The University, as a strategy, will pursue the dual vocational education model where the selected students will be offered to pursue their higher education in an integrated work and study model. The entire work study will be designed in line with the requirements of the National Skill Qualification Framework (NSQF). The selected candidates will serve in industry integrated program across different locations of the State with flexible timings aligned to the requirements of the classes.

SVSU aims to design skill/ career development programs from certificate level to doctorate level spanning entire canvas of skill education. To promote educational equity and inclusion, trainees from all walks of life and different abilities will be free to take up education with the university. University shall have an in-campus vocational school acting as its Feeder. In the interregnum students from other schools and institutions shall be admitted in its programs.

University shall nurture budding entrepreneurs by providing career guidance and mentoring. It shall establish incubation centers in campus and in industrial clusters on hub and spoke model. SVSU's Palwal campus shall function as a hub of all programs and shall offer affiliation to institutions desirous of partnering in programs as spokes.

10.2.1. SVSU Vision

To emerge as one of the foremost institutions of quality in skill education acknowledged by industry, nationally and internationally.

10.2.2. SVSU Mission

10.2.2.1. Try to change the prevailing social perception about the low esteem of vocational education and bring it at par with other education streams.

10.2.2.2. Make education more relevant to employment and employability.

10.2.2.3. Bring industry closer to talent by bridging the gap of both quality and quantity of manpower.

- 10.2.2.4.** Build a pipeline of talent for future as well as building the means for this.
- 10.2.2.5.** Improve employability of the existing workforce through skills upgradation.
- 10.2.2.6.** Improve the quality of trainers and assessors.
- 10.2.2.7.** Introduce the system of academic counsellors.
- 10.2.2.8.** Nurture talent for local, national and international requirements.
- 10.2.2.9.** Create a platform for self-employment and entrepreneurship capability.

SVSU current Vocational Education Model can be obtained from SVSU Vision document available on the skill university website: www.svsu.ac.in

10.2.3. OBJECTIVE:

The newly established SVSU Campus will provide practice-oriented vocational training programmes through the setup of industry sector specific Sectoral Centres of Excellence (CoEs) that would provide state-of-the-art training and practical learning infrastructure to simulate the experience of industry. The following would be the focus industry sectors:

- Automobile/ Manufacturing
- Physical Education & Sports
- IT/ITES
- BFSI
- Green Jobs
- Food Processing
- Healthcare
- Tourism & Hospitality
- Green Construction
- Security
- Entrepreneurship
- Retail
- Beauty & Wellness
- Textiles
- Media Entertainment and Animation
- Agriculture etc.

10.3. Scope of Work

10.3.1. Project Objective:

The scope of work shall cover enabling of hosted solution for Procurement/e-Procurements of any Product, services or goods for SVSU.

- 10.3.1.1.** Bidder should have his own Hardware, Software, connectivity and expertise in conducting e-Tendering (e-Procurement) events online.
- 10.3.1.2.** The process shall cover full life cycle of purchasing (indent to placing of Purchase Order for procurement).
- 10.3.1.3.** Bidder shall customize the Technical and Functional Requirements/Specifications and shall make the Application ready

for the live online e-tender events within 30 days of acceptance of the Letter of intent (LOI)/purchase order.

- 10.3.1.4.** The vendor should be able to provide solutions for e-Procurement without dependency on one another. SVSU may utilize one or all solutions as per requirement of the SVSU.
- 10.3.1.5.** The selected Bidder shall appoint a single point of contact with whom SVSU will deal for any activity pertaining to the requirements of this RFP.
- 10.3.1.6.** The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document.
- 10.3.1.7.** Proposed Solution should be compliant with STQC Certification, Information Technology Act, CVC guidelines, Haryana State Government Guideline and other guidelines issued by regulatory authorities in respect of e-procurement.
- 10.3.1.8.** The bidder shall also provide Training to SVSU Procurement Team (Minimum of 10) on administering, monitoring, supervising and usage of the e-procurement solution provided by the Bidder.
- 10.3.1.9.** The SVSU should be able to generate all the essential reports required for analysis of the online bidding as well as historical data comprising of Bid history, suppliers login data, compliance statement, online bidding summary and price breakups etc. In case of dispute in e-procurement, bidder has to provide all the required information/data/log reports/audit trails and all other relevant information of the event.
- 10.3.1.10.** Support and Help desk services on connectivity & other technical issues while conducting the on-line tender events at SVSU Campus/Transit office.
- 10.3.1.11.** The Bidder should provide support at the Campus/ Transit Offices during the event for smooth completion of e-Tendering (e-Procurement) events.
- 10.3.1.12.** The bidder should have in place a documented quality and audit process. A copy of the same shall be made available along with the technical bids.
- 10.3.1.13.** The bidder should allow SVSU to add multiple items for bidding depending on the type of procurement.
- 10.3.1.14.** Bidders participating in tender shall be given system generated user ids and passwords. The bidder should be able to log in to the system from anywhere via internet and submit their response/bids. The lowest bid at the particular moment will be displayed on the screens of all the participants. A bidder participant should not be able to see other participants bid but at SVSU end detailed inputs of all the bidders should be displayed. The final results will be based on the lowest price amongst all the bidders.
- 10.3.1.15.** Bidder shall comply with the SVSU internal audit requirement as well as third- party external auditors for conducting periodical audit.
- 10.3.1.16.** Expected facilities for full life cycle of procurement / Auction:
 - 10.3.1.16.1.** Consult with internal administrative and program

- staff to understand the nature of the solicitation and the scope of services being sought
- 10.3.1.16.2.** Develop a timetable that includes procurement development, procurement issuance, response deadline, review timeline, award date and program start date.
 - 10.3.1.16.3.** Work with internal and external staff to assure that all procurement requirements are met and that the procurement is posted in a timely way.
 - 10.3.1.16.4.** Creation of Technical Requirement/Specification with the consultation of area specific minimum two expert team and two experts from the SVSU and one expert from the Industry as specified by the SVSU.
 - 10.3.1.16.5.** Creation of Tender document online
 - 10.3.1.16.6.** Cancel/Re-invite Tender
 - 10.3.1.16.7.** Approve Tender online
 - 10.3.1.16.8.** Create Bidding formats
 - 10.3.1.16.9.** Mapping the selected business rules on to the online bidding package.
 - 10.3.1.16.10.** Centralized Registration of Vendors/ Contractors
 - 10.3.1.16.11.** Uploading of Tenders
 - 10.3.1.16.12.** Downloading of Tenders by prospective Vendors
 - 10.3.1.16.13.** Establish a process to respond to questions once a procurement has been issued
 - 10.3.1.16.14.** Pre-Bid Queries
 - 10.3.1.16.15.** Facility for online Pre-Bid Meetings
 - 10.3.1.16.16.** Publish Minutes of Pre-Bid Meeting
 - 10.3.1.16.17.** Publish replies to the Pre-Bid Queries
 - 10.3.1.16.18.** Submit Bids Online
 - 10.3.1.16.19.** Upload attachments to Tender
 - 10.3.1.16.20.** Upload corrigendum of Tender
 - 10.3.1.16.21.** Develop a scoring tool for the procurement
 - 10.3.1.16.22.** Technical Evaluation by the area specific minimum two expert team and two experts from the SVSU and one expert from the Industry as specified by the SVSU.
 - 10.3.1.16.23.** Manage the procurement review process
 - 10.3.1.16.24.** Commercial Bid Opening
 - 10.3.1.16.25.** Commercial evaluation
 - 10.3.1.16.26.** Tracking and displaying the Auction results
 - 10.3.1.16.27.** Publish Tender Results
 - 10.3.1.16.28.** Award of Contract
 - 10.3.1.16.29.** Purchase Order RFP for e-Procurement
 - 10.3.1.16.30.** Management Information System (MIS)
 - 10.3.1.16.31.** Audit Trail
 - 10.3.1.16.32.** Submit Tender Final Installation report with outcomes to SVSU and presentation on each tendering.

10.4. Time Frame:

The services of the “**Engagement of Technical Consultancy (TC) Firm to Provide Procurement services for SVSU**” are required to be rendered for **3 years**. The contract may be extended for another 1 + 1 year as per requirement of the project depending upon work performance of the consultant and timely submission of deliverables.

10.5. Bid- Submission and Evaluation:

Separate Technical and Financial bids should be submitted to The Registrar, Shri Vishwakarma Skill University, Transit office: Plot No. 147, Sector 44, Gurugram (Haryana). in two separate sealed envelopes super scribed in the envelope as "Envelope No.1 (Technical bid)" and "Envelope No.2 (Financial bid)". A Pre-bid conference would be held by Shri Vishwakarma Skill University, Gurugram, Haryana to provide clarifications as may be necessary. University reserves the right to accept or reject any bid. Only valid technical and financial bids are eligible. The technical bids are to be evaluated as per criteria stipulated in **Clause 6.12.3 of Evaluation of technical proposals** and financial bids will be opened only for those Agencies which qualify the benchmark set for technical bids.

10.6. Proposals - Content and Evaluation:

The technical proposal will comprise profile, credentials and experience of the firm, the proposed team and their detailed CVs, methodology and tasks assigned. **Financial proposal should mention total amount for the project in the prescribed Financial Bid format.** All applicable taxes should be indicated separately. Evaluation of proposals shall be carried in two stages. Technical bid will be evaluated first and financial bid will be opened only for Agencies qualifying the technical benchmark.

10.7. Team Profile:

Key Expert	Qualification and Experience
Project Leader	➤ Over 7 years of experience of Operational Purchase and Project purchase in large/mid-size organizations and having Handled and managed E-Procurement Services. ➤ Experience of take offer, make technical and commercial comparisons, negotiate and close as per the project budget. ➤ Experience in analysing Management reports and key Performance indicators and Monitor & Control Costs. ➤ Experience of providing 100% supplier punctuality, with regular follow ups, planning and communication with other departments

	➤ Should be familiar with procurement related ERP, Purchasing Policies, Guidelines, processes, procedures, any associated documents and updated when required. ➤ MBA/PGDM/B.Tech/M.Tech Total experience: 12 to 14 years
Consultant	➤ Over 2 years of experience of Operational Purchase and Project purchase and having Handled and managed E-Procurement Services. ➤ Experience of take offer, make technical and commercial comparisons, negotiate and close as per the project budget. ➤ Experience in preparing Management reports and key Performance indicators and Monitor & Control Costs. ➤ Should be familiar with procurement related ERP, Purchasing Policies, Guidelines, processes, procedures, any associated documents and updated when required. ➤ MBA/PGDM/B.Tech/M.Tech Total experience: 04 to 06 years

Note: The Bidder has to submit the CVs of Clause 10.7 only. The persons whose CVs are proposed in the bid shall not be allowed to change ordinarily. In case of any urgency, **Shri Vishwakarma skill University, Haryana** consider request of the bidder. The decision of **The Registrar, Shri Vishwakarma skill University, Haryana** shall be final.

10.8. Performance Security:

The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is stated at the "Schedule" of the tender document within 21 days from the date of Signing of the contract and should be kept valid for a period of 60 days beyond the date of completion of contract period (**Clause 11.7 of Annexure-E**). The Performance security in other shape viz., FD/Term Deposit Receipt etc. shall not be accepted.

If the supplier shall not submit the performance security within 21 days from the date of Signing of contract and if delay in submission of performance security, contract may be cancelled. The competent authority may accept the performance security after the above mention deadline of 21 days subject to submission of justification by the tenderer, however the decision of the competent authority is final in this regards.

10.9. CONFIDENTIALITY & DATA OWNERSHIP

All data collected under, and provided by the Client for, this assignment is solely the property of the Client and may only be used for purposes outlined in this assignment.

These data may not be shared with anyone not explicitly approved in writing by the Client. They must be uploaded to any secure server designated by the Client, and the Contractor must adhere to any and all human ethics and confidentiality protocols provided by the Client. All data collected for this assignment must be handed over to the Client by the consultant after the expiry/termination of the contract. Any publications using these data must be explicitly approved in writing by the Client prior to publication and the logo and name of the Client should be acknowledged in the publications.

10.10. PAYMENTS & DELIVERABLES

Details	Submission Timelines	Payment Milestone
Report Submission	1. No advance payment will be released against purchase order. 2. Payment shall be made by the SVSU at contracted rates on completion of each event. 3. Final Installation reports to be submitted within 2 weeks of completing the Installation. 4. Complete payments will be made after the satisfactory report submitted by the SVSU Expert Committee.	30% To be paid after Installation. 70% To be paid after satisfactory report submitted by the SVSU Expert Committee.

11. Standard Contract Document

11.1. Form of Contract

CONTRACT FOR: *[Insert Title of Consulting Services]*

CONTRACT NUMBER: *[Please insert project number]*

THIS CONTRACT is made

BETWEEN: *[insert Client]* (hereinafter referred to as “the Client”)

AND: *[name of Consultant - this should be the lead firm in case of association. In case of JV, all partners should be mentioned]* (hereinafter referred to as “the Consultant”)

[Please insert the name of the Consultant's representative and communication address of the Consultant]

WHEREAS:

- A. The Client requires the Consultant to provide the services as defined in Clause 11.4 ("The Services") to the <Registrar>, Shri Vishwakarma Skill University, Haryana ("the Client"); and**
- B. The Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.**

IT IS HEREBY AGREED as follows:

11.1.1. Documents

This Contract comprises the following documents:

Clause 11.1: Form of Contract

Clause 11.2: General Conditions of Contract

Clause 11.3: Special Conditions of Contract

Clause 11.4: Terms of Reference and Consultant Personnel Schedule

Clause 11.5: Payment Schedule

Clause 11.6: Invoice Format

Clause 11.7: Performance Guarantee

Clause 11.8 & 11.9: Undertaking from the Firm/Agency/Bidder.

Annexes: Detailed at Special Conditions of Contract, **Clause 11.3.2.**

This Contract constitutes the entire agreement between the Parties in respect of the Consultant's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in **Clause 11.3 and/or Clause 11.4**.

11.1.2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in **Clause 11.3**) duly completed, signed and dated on behalf of the Consultant within 30 days of the date of signature on behalf of the Client, University shall be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

11.1.3. Commencement and Duration of the Services

The Consultant shall start the Services on [*insert start date*] ("the Start Date") and shall complete them by [*insert end date*] ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

11.1.4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed [*insert total amount in numbers and words*] inclusive of service tax and all other applicable government taxes - national and state, as applicable ("the Financial Limit").

11.1.5. Time of the Essence

Time shall be of the essence as regards the fulfilment by the Consultant of its obligations under this Contract.

11.1.6. Performance Security / Guarantee Deposit:

11.1.6.1. Performance Bank Guarantee is mandatory.

11.1.6.2. Successful tenderer/ tenderer should submit performance guarantee as prescribed above to be received in the office Registrar, Stores & Purchase Section on or before 21 days from the date of Signing of contract. The performance bank guarantee to be furnished in the form of Bank Guarantee as per **(Clause 11.7 of Annexure-E)**. of the tender documents, for an amount covering 10% of the purchase order value.

11.1.6.3. The Performance Bank Guarantee should be established in favour of Shri Vishwakarma Skill University," through any Bank situated at Gurugram or outstation with a clause to enforced the same on their local branch at Gurugram. Performance Bank Guarantee shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to

between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.

- 11.1.6.4.** The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- 11.1.6.5.** The performance bank guarantee shall be kept valid during the period of contract.
- 11.1.6.6.** If there is extension of contract, then the performance security is required to be submitted before the extension.

11.1.7. Penalty

1% penalty of the contract value may be imposed by the competent authority of the concerned University for every month of delay or part thereof (after the end date of the tenure of the contract Implementation period). Maximum penalty shall be 10% of the contract value.

For and on behalf of Client

Name:

Date:

For and on behalf of Consultant

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address

11.2. General Conditions of Contract

DEFINITIONS AND INTERPRETATION

11.2.1. Definitions

- 11.2.1.1. A Consultant means a PSU/Government.
- 11.2.1.2. "The Consultant's Representative" means the person named in **Clause 11.3** who is responsible for all contractual aspects of the Contract on behalf of the Consultant.
- 11.2.1.3. "The Consultant's Personnel" means any person instructed pursuant to this Contract to undertake any of the Consultant's obligations under this Contract, including the Consultant's employees, agents and sub-consultants.
- 11.2.1.4. "Joint Venture" means a Consultant which comprises of not more than three Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- 11.2.1.5. "The Client's Representative" means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
- 11.2.1.6. The "Equipment" is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs. 10,000 or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Consultant cannot reasonably be expected to provide, and which are financed or provided by the Client for use, by the Consultant.
- 11.2.1.7. "The Financial Limit" refers to the amount specified in **Clause 11.1 & Clause 11.5** and is the maximum amount payable by the Client under this Contract. Including Govt. Taxes as applicable from time to time.
- 11.2.1.8. "The Services" means the services set out in the Terms of Reference **(Annexure-D and/or Clause 11.4)**.
- 11.2.1.9. "The Software" means the software designed and developed by the Consultant or the Consultant's Personnel, and includes the source code and object code along with associated documentation, which is the work product of the development efforts envisaged in the Terms of Reference. It does not include commercial off-the-shelf licensed software (except for the customization components of such products).
- 11.2.1.10. "The Project Officer" means the person named in **Clause 11.3** who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.

- 11.2.1.11.** “The Contract Officer” means the person named in **Clause 11.3** who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- 11.2.1.12.** “The Officer in Charge means the person named in **Clause 11.3** who is responsible for ensuring coordination between the University, the Consultant, and GOI/State for the execution of the Services.
- 11.2.1.13.** “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- 11.2.1.14.** “Contract Fees” means the Fees payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 11.2.1.15.** “Contract” means the Contract Agreement entered between the Client and the Consultant, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 11.2.1.16.** “GCC” means General Conditions of the Contract. „SCC“ means the Special Conditions of Contract.
- 11.2.1.17.** “Change in Control” means that the person(s) (including corporate bodies) directly or indirectly in control of the Consultant at the time this Contract is entered into cease to be in control.
- 11.2.1.18.** “Control” means the power of a person to ensure that the affairs of the Consultant are conducted in accordance with the wishes of that person.

11.2.2. Interpretation

- 11.2.2.1.** In the event of any inconsistency between the Form of Contract (**Clause 11.1**), these General Conditions of Contract (**Clause 11.2**) and the Special Conditions of Contract (**Clause 11.3**), the Special Conditions shall prevail.
- 11.2.2.2.** Except as expressly provided in **Clause 11.2.3** the Consultant is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 11.2.2.3.** Nothing in this Contract is intended to make nor shall it make the Client the employer of the Consultant or any of the Consultant’s Personnel.
- 11.2.2.4.** All communications by the Consultant relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in **Clause 17.3**.

OBLIGATIONS OF THE CONSULTANT

11.2.3. Obligations

- 11.2.3.1. The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.
- 11.2.3.2. If the Consultant is a joint venture, then each of the joint venture parties shall have joint and several liabilities in respect of the Consultant's obligations under this Contract.

11.2.4. Personnel

- 11.2.4.1. All members of the Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.
- 11.2.4.2. No changes or substitutions may be made to members of the Consultant's Personnel identified as key personnel in **Clause 11.4** of this Contract without prior written consent of the Client.
- 11.2.4.3. Replacement of personnel will only be considered under exceptional circumstances (e.g.: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by Client. In case the firm makes replacements in any position, the following penalties apply unless otherwise specified in the Special Conditions of the contract:
 - 11.2.4.3.1. On 1st replacement –0.5% deduction of total contract value.
 - 11.2.4.3.2. On 2nd replacement –1.0% deduction of total contract value.
 - 11.2.4.3.3. On subsequent replacements – 1.0% deduction of total contract value, but limited to maximum 2.5% of the total contract value.
- 11.2.4.4. If the Client considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 11.2.4.5. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.
- 11.2.4.6. Whenever required any of the designated Consultant's Personnel may be required to attend meetings with Shri Vishwakarma Skill University, Haryana.
- 11.2.4.7. Consultant to submit an undertaking **(in the prescribed format – Clause 11.8 & Clause 11.9)** stating that the full time consultants engaged on this contract will not be deployed on any other Shri Vishwakarma Skill University, Haryana assignments.
- 11.2.4.8. Penalty will be imposed only if delay is on part of the Consultant. Penalty clause will not be applicable if the conditions of delay are

beyond the control of the consultant i.e. natural calamities / riots, etc.

11.2.5. Sub-Consultants

The Consultant shall not sub-contract any of its obligations under this Contract.

11.2.6. Disclosure of Information

The Consultant and the Consultant's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

11.2.7. Intellectual Property Rights

11.2.7.1. Subject to **Clause 11.2.7.2**, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, but not including the Software) specially developed by the Consultant or the Consultant's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be the jointly-owned property of University and the Government of Haryana, and are hereby assigned by the Consultant to University and the Government of Haryana.

11.2.7.2. The Consultant hereby grants to the Client a world-wide, non-exclusive, irrevocable license to use all Software, including source and object code format.

11.2.7.3. The Consultant undertakes that commercial off-the-shelf licensed software that is not covered by **Clause 11.2.7.2** will be procured in the name of the Client or in such a manner that it does not interfere with the enjoyment of rights under **Clauses 11.2.7.1 and Clause 11.2.7.2**.

11.2.7.4. To the extent that it does not interfere with rights granted under **Clause 11.2.7.2**, ownership of intellectual property in Software created by the Consultant or the Consultant's Personnel pursuant to the performance of Services commissioned by the Client shall remain with the Consultant.

11.2.7.5. For the purpose of **Clause 11.2.7.2**, "use" shall mean and include reproduction, making of derivatives, adaptations, publications and sub-licensing of all the Software and the intellectual property rights therein, but excludes commercial sub-licensing of the Software or its derivatives and adaptations.

11.2.8. Confidentiality

Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the

same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- A. Information that is already known to third parties without breach of this Contract;

AND/OR

- B. An appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

11.2.9. Access and Audit

11.2.9.1. The Consultant shall keep accurate and systematic accounts, files and records ("the Records"). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Consultant shall keep the Records throughout the duration of this Contract and for seven years following its termination.

11.2.9.2. The Consultant shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Consultant shall co-operate fully in providing to the Client or its representative's answers to such enquiries as may be made about the Records.

11.2.9.3. Where it is found by the Client that any over payment has been made to the Consultant, the Consultant shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

11.2.10. Corruption, Commission and Discounts

11.2.10.1. The Consultant warrants and represents to the Client that neither the Consultant nor any of the Consultant's Personnel:

- A. has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract;

OR

- B. has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Consultant or Consultant's Personnel or on their behalf or to their knowledge unless, before such contract was made, Particulars of any such commission and of the terms of any

agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

11.2.10.2. Neither the Consultant nor any of the Consultant's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

11.2.11. Conflict of Interest

11.2.11.1. Neither the Consultant nor any of the Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

11.2.11.2. The Consultant and the Consultant's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

11.2.12. Insurances

11.2.12.1. The Consultant shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.

11.2.12.2. At the request of the Client, or its representatives, the Consultant shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

11.2.13. Indemnity

Except where arising from the negligence of the Client or Client's employees, the Consultant shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortuous acts or omissions by the Consultant or the Consultant's Personnel or any claims made against the Client by third parties in respect thereof.

FEES AND PAYMENT

11.2.14. Applicable Provisions and Financial Limit

11.2.14.1. Unless different provisions are substituted in **Clause 11.3.1 to Clause 11.3.5** inclusive shall apply in relation to fees and payment.

11.2.14.2. The components which comprise the Financial Limit are set out in the Schedule of Fees, **Clause 11.5**. No expenditure may be incurred in excess of the Financial Limit and no variances between components shown in the schedule of Fees in **Clause 11.5** are permitted without the prior written authority of the Client Contract Officer.

11.2.15. Fees

Any fees payable is deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract.

11.2.16. Invoicing Instructions

- 11.2.16.1.** Invoices should be submitted against agreed milestones or as specified at **Clause 11.5**, Schedule of Payments in duplicate and in accordance with the remainder of **Clause 11.2.16**.
- 11.2.16.2.** The Client shall unless otherwise expressly provided in **Clause 11.3** make payments due by direct credit through the prevailing Clearing Systems. All invoices must contain details of the bank account to which payments are to be made.
- 11.2.16.3.** Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked "For the attention of the Contract Officer" named in **Clause 11.3**. The final invoice presented in connection with this Contract should be endorsed "Final Invoice".

11.2.17. Payments

- 11.2.17.1.** Subject to the Client being satisfied that the Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- 11.2.17.2.** If for any reason the Client is dissatisfied with performance of this Contract or there has been a unreasonable delay without clients approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 11.2.17.3.** Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

11.2.18. Taxes and Duties

- 11.2.18.1.** The Consultant shall be entirely responsible for service tax and all other taxes, stamp duties, license fees, and other such levies imposed within/outside India.
- 11.2.18.2.** If any tax exemptions, reductions, allowances or privileges are available to the Consultant in India, the Client shall use its best

efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.

FORCE MAJEURE AND TERMINATION

11.2.19. Force Majeure

- 11.2.19.1.** Where the performance by the Consultant of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Consultant and against which an experienced consultant could not reasonably have been expected to take precautions, the Consultant shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 11.2.19.2.** From the date of receipt of notice given in accordance with **Clause 11.2.19.1**, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ("the Suspension Period") or terminate this Contract forthwith.
- 11.2.19.3.** If by the end of the Suspension Period the Parties have not agreed to a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

11.2.20. Suspension or Termination without Default of the Consultant

- 11.2.20.1.** The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consultant and giving the reason(s) for such suspension or termination.
- 11.2.20.2.** Where this Contract has been suspended or terminated pursuant to **Clause 11.2. 20.1**, the Consultant shall:
 - A.** take such steps as are necessary to terminate the provision of the Services, in a cost-effective, timely and orderly manner; and
 - B.** provide to the Client, not more than 60 days after the Client notifies the Consultant of the suspension or termination of this Contract an account in writing, stating:
 - i.** Any costs due before the date of suspension or termination;
 - ii.** Any costs incurred by the Consultant after the date of suspension or termination, which the Consultant necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- 11.2.20.3.** Subject to the Client's approval, the Client shall pay such amount to the Consultant within 30 days of receipt from the Consultant of an Invoice in respect of the amount due.

11.2.21. Suspension or Termination with Default of the Consultant

- 11.2.21.1.** The Client may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them

are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consultant to remedy that dissatisfaction and the time within which it must be completed.

11.2.21.2. Where this Contract is suspended under **Clause 11.2.21.1** and the Consultant subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.

11.2.21.3. The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- A.** The Consultant or any member of the Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract, or
- B.** The Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980, or
- C.** The Consultant is an individual or a partnership or a joint venture and at any time:
 - i.** become bankrupt; or
 - ii.** is the subject of a receiving order or administration orders; or
 - iii.** makes any composition or arrangement with or for the benefit of the Consultant's creditors; or
 - iv.** makes any conveyance or assignment for the benefit of the Consultant's creditors; or
- D.** The Consultant is a company and:
 - i.** An order is made or a resolution is passed for the winding up of the Consultant; or
 - ii.** A receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.
- E.** The Consultant is a partnership or joint venture or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has "no objection" to the continuation of the Contract after the Change in Control.

11.2.21.4. Where this Contract is terminated in accordance with this Clause, or because of change in CV without prior approval from the Client, the Consultant shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

11.2.21.5. In case of termination of contact, the client will be forfeited the Bank Guarantee.

GENERAL PROVISIONS

11.2.22. Variations

No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled "Contract Amendment No.". Without such consent either Party shall have any liability in respect of work performed outside the Services set out in **Clause 11.4**.

11.2.23. Assignment

The Consultant shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part, share or interest therein.

11.2.24. Limit of Liability

Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Consultant or the Consultant's Personnel, the Consultant's liability under this Contract shall be subject to the amount of the Financial Limit.

11.2.25. Retention of Rights

Clauses 11.2 and any relevant clauses listed under **Clause 11.3** shall continue in force following the termination of this Contract.

11.2.26. Law and Jurisdiction

This Contract shall be governed by the laws of Republic of India.

11.2.27. Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

11.2.27.1. Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation. Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days

following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

11.2.27.2. Resolution of Disputes

In case dispute arising between the Client and consultant, which has not been settled amicably, the dispute may be referred to the sole Arbitrator appointed by both the parties by mutual consent for Arbitration under Arbitration and Conciliation Act, 1996. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Gurugram/Palwal, Haryana. The decision of the arbitrator 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 arbitrator shall be borne by the consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

11.2.28. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Gurugram/Palwal, Haryana.

11.3. Special Conditions of Contract

[Select the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

11.3.1. Officials

11.3.1.1. The Contract Officer is: [please insert details as below]

Name:

Designation: Registrar

Shri Vishwakarma Skill University, Haryana,

Transit Office: Plot No. 147, Sector 44

Gurugram (Haryana).

Telephone: 0124-2746800

Email ID : Registrar.hvsu@gmail.com

11.3.1.2. The Project/Nodal Officer/Officer In-Charge is: [please insert details as below]

Name:

Designation: Dean Academic

Shri Vishwakarma Skill University, Haryana,

Transit Office: Plot No. 147, Sector 44

Gurugram (Haryana).

Telephone: 0124-2746800

Email ID : dean.academics.hvsu@gmail.com

11.3.1.3. The Consultants Representative is: [please insert details as below]

Name:

Designation: Communication Address: Phone:

Fax:

Email:

11.3.2. Additional Documents to Be Included in this Contract

The following documents are included in and form part of the Contract:

Annex X. Minutes of the meeting between the Client and the Consultant dated xxxx 2019

[If there are any modifications to the General Conditions of Contract, the clauses that replace General Conditions of the Contract (GCC) clauses and

Special Conditions of Contract (SCC) clause *should be inserted here. Additional clauses can also be inserted here,*

but care should be taken to ensure that this does not cause interpretation difficulties.]

11.3.3. Payment Schedule

The payment schedule is contained at **Clause 11.5** on Schedule of Payments [Any changes should be advised to the Consultant during negotiations.]

11.3.4. Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

11.3.4.1. Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation. Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

11.3.4.2. Resolution of Disputes

In case dispute arising between the Client and consultant, which has not been settled amicably, the dispute may be referred to the sole Arbitrator appointed by both the parties by mutual consent for Arbitration under Arbitration and Conciliation Act, 1996. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Gurugram/Palwal, Haryana. The decision of the arbitrator 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 arbitrator shall be borne by the consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

11.3.5. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Gurugram/Palwal, Haryana.

11.4. Terms of Reference and Consultants Personnel Schedule

[Insert from **Annexure D** from RFP, without payment schedule] Insert Manning Schedule at the end of the TOR]

11.5. Payment Schedule

Details	Submission Timelines	Payment Milestone
Report Submission	1. No advance payment will be released against purchase order. 2. Payment shall be made by the SVSU at contracted rates on completion of each event. 3. Final Installation reports to be submitted within 2 weeks of completing the Installation. 4. Complete payments will be made after the satisfactory report submitted by the SVSU Expert Committee.	30% To be paid after Installation. 70% To be paid after satisfactory report submitted by the SVSU Expert Committee.

11.6. Invoice Format

INVOICE

[To be given on letter head of the firm]

Registrar, Shri Vishwakarma Skill University, Haryana, Transit Offic: Plot No. 147, Sector 44, Gurugram, Haryana		Invoice NO:		
		Invoice Date:		
For Attention of		Service:		
Contract For		Registration No.		
Contract No.		PAN Number:		
Period of Consultancy		Start Date	End Date	
Milestone achieved for this claim				
Contract Value payable at this Claim stage		Amount	Tax, if any	Total Amount
%are of Contract value as per Clause 11.5 of Consultancy Contract				
Maximum Contract Value (Amount in Rupees)		Total Amount received(Amount in Rupees)		
Previous Claims Made and Payments				
Invoice No.	Invoice & Date	Amount	Date of Receipt	
1				
2				
3				
4				
Total				
Contract Value (Gross Amount) due at this Claim Stage less payments made earlier (Amount in Rs.)				
Less: TDS/TCS (as applicable)				
Net Amount payable at this Claim Stage (In Rs.)				
Name of the Bank		Bank Swift ID		
Address of the Bank		Bank Account No.		
Bank RTGS Code		Account Name		

This invoice is in respect of a supply of services to the Client, and is addressed to the Client, Purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

(Signature of Consultant)

The claim is correct and Services have been received. Please arrange payment:

(Project In-charge)

11.7. Performance Guarantee

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT GURUGRAM OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GURUGRAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GURUGRAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
The Registrar
Shri Vishwakarma Skill University,
Gurugram, Haryana
India

Date: [insert date (as day, month, and year) of Bid Submission]

Contract No. and title: [insert no. and title of bidding process]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Purchaser]

Performance Guarantee No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [Insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Equipment and Related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount (in Rs.) in figures and words] upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

[In preparing this Guarantee, the Purchaser might consider adding the following text to the

Form]

We agree to time extension of this Guarantee for a period not to exceed [one year] / [Two year], in response to the Purchaser's written request for such extension, such request to be

presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. [signatures of authorized representatives of the bank and the Contractor]

The Bank shall insert the amount(s) specified in the SCC and denominated in Indian Rupees.

Dates established in accordance with the General Conditions of Contract ("GCC").

11.8. Undertaking from the firm/Agency/Bidder

(on a company/firm letter head)

To,

The Registrar
Shri Vishwakarma Skill University,
Gurugram, Haryana
India

This is to declare that Experts proposed by our firm **[Name of Firm]** in the present proposal **[Insert Contract Number]** bearing the title **[Insert Contract Name]**, has never been demobilized for poor/unsatisfactory performance from any project during the last three years.

Authorized Signatory
(Name and Full details of the company)

On Agency's Letter-Head)

11.9. Undertaking from the firm/Agency/Bidder

(on a company/firm letter head)

To,

The Registrar
Shri Vishwakarma Skill University,
Gurugram, Haryana
India

This is to declare that Experts proposed by our firm **[Name of Firm]** in the present proposal **[Insert Contract Number]** bearing the title **[Insert Contract Name]**, will not be part of any other assignment of Shri Vishwakarma Skill University, Haryana.

Authorized Signatory

(Name and Full details of the company)

[To be given on letter head of the firm]

SELF ASSESSMENT SHEET- ELIGIBILITY CRITERIA:

Cl. No.	Description	Fulfilled (Yes=Y, No =N)	Supporting Document available at Technical BID page no(s).
i.	A Consultant may be a PSU/ Govt. Entity as Partnership firm, Proprietary, or a Company incorporated under Indian Companies Act 1956, which is eligible as per the eligibility criteria specified in the Bid Data Sheet. The consultancy firm should be in operation in India at-least for last five years as on 31.03.2019 and should also satisfy the following:		PAGE No. ---- to -----
	a. Government-owned enterprises in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, c) they are eligible as per minimum criteria.		PAGE No. ---- to -----
	b. Proposal(s) in consortium or Joint Venture shall not be allowed/ accepted.		PAGE No. ---- to -----
	c. Consultant shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.		PAGE No. ---- to -----
	d. The Agency should have proper Firm/Company/Institution Regn. No., PAN, TAN, GST No. etc. under appropriate Act/Law.		PAGE No. ---- to -----
ii.	The Agency should have experience of same works during the last 3 years.		PAGE No. ---- to -----
iii.	The Agency should not have incurred any loss for the last 3 financial years which is mandatory. Bidders should submit audited statement showing their net balance / Profit for last three financial years.		PAGE No. ---- to -----
iv.	The Agency deploys optimum number of experts as per the need of the projects.		PAGE No. ---- to -----
v.	The Agency should deploy a team of experts having experience of similar kind of projects and expertise in the concerned sectors as given in Clause 10.7 Annexure-D of this document.		PAGE No. ---- to -----
vi.	No conflict of interest prevails in the engagement.		PAGE No. ---- to -----
vii.	Average annual turnover for the last three financial years (2016-17, 2017-18 & 2018-19) should be equal to or greater than Rs. 50.00 crore.		PAGE No. ---- to -----
viii.	The firm/agency should not be black-listed/ de-listed/ debarred by Govt. of India/Any other State		PAGE No. ---- to -----

	Govt./Haryana Govt. or its Departments/agency(ies). The Prospective bidders are required to submit a separate notarized affidavit in this regard		
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Signature
(Authorized Signatory)

[To be given on letter head of the firm]

SELF ASSESSMENT SHEET-TECHNICAL EVALUATION CRITERIA

Sr. No.	Criteria	Score	Self-assessed score/ Marks	Supporting Document at BID page No.
I. Past Experience of Agency-35 Marks				
1.	Specific Experience of consultant related to the present assignment in last 5 (five) financial years i.e. 2014-2015 to 2018-2019, <i>(for completed projects, completion certificate from client to be attached and for on-going projects, work orders issued by the client to be attached)</i>	20		PAGE No. -- to --
2.	Past Experience of agency handling works of Government of India / State Governments in the past <i>(for completed projects, completion certificate from client to be attached and for on-going projects, work orders issued by the client to be attached)</i>	15		PAGE No. -- to --
II. Average Annual Turnover in last three financial years-15 Marks				
	Average Annual Turnover in last 3 financial years (2016-17, 2017-18 and 2018-19)	15		PAGE No. -- to --
III. Approach, Methodology for the proposed Assignment/Job-20 Marks				
	Understanding of Objectives			
A	General Understanding.	5		PAGE No. -- to --
B	Components coverage-proposed approach covers all requirements of TOR	5		PAGE No. -- to --
C	Quality of Methodology/Approach	3		PAGE No. -- to --
D	Innovativeness/Comments on Terms of Reference	2		PAGE No. -- to --
E	Team Composition	5		PAGE No. -- to --
III. Team structure (Personnel (CVs)-30 Marks				
A.	Project Leader: ➤ Over 7 years of experience of Operational Purchase and Project purchase in large/mid-size organizations and having Handled and managed E-Procurement Services. ➤ Experience of take offer, make technical and commercial comparisons, negotiate and close as per the project budget.	18		PAGE No. -- to --

Sr. No.	Criteria	Score	Self-assessed score/ Marks	Supporting Document at BID page No.
	➤ Experience in analysing Management reports and key Performance indicators and Monitor & Control Costs. ➤ Experience of providing 100% supplier punctuality, with regular follow ups, planning and communication with other departments ➤ Should be familiar with procurement related ERP, Purchasing Policies, Guidelines, processes, procedures, any associated documents and updated when required. ➤ MBA/PGDM/B.Tech/M.Tech ➤ Total experience: 12 to 14 years			
B.	Consultant: ➤ Over 2 years of experience of Operational Purchase and Project purchase and having Handled and managed E-Procurement Services. ➤ Experience of take offer, make technical and commercial comparisons, negotiate and close as per the project budget. ➤ Experience in preparing Management reports and key Performance indicators and Monitor & Control Costs. ➤ Should be familiar with procurement related ERP, Purchasing Policies, Guidelines, processes, procedures, any associated documents and updated when required. ➤ MBA/PGDM/B.Tech/M.Tech ➤ Total experience: 04 to 06 years	12 (6 Marks for each)		PAGE No. -- to --
	TOTAL	100		

Signature
(Authorized Signatory)