

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE
PROVIDER FOR THE ASSESSMENT, TRAINING AND PLACEMENT
OF HIGHER EDUCATION STUDENTS IN HARYANA**

29 Sep, 2018



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Data Sheet

Sr. No	Particulars	Details
1	Document Reference Number	1/30-2017 Co.(1)
2	Start date of issue of RFP	29-09-2018
3	Pre-Bid Meet	08-10-2018
4	Last date /time for receipt of Proposals	15-10-2018
5	Date and time for opening of:- (i) Eligibility bids (ii) Technical bids (only for bidders who qualify eligibility criteria)	17-10-2018
6	Date and time for presentation on technical bids	Will be communicated later
7	Date and time for opening of Financial bid	Will be communicated later
8	Venue for opening of bids	Directorate of Higher Education, Haryana, Plot No. 1/B, Shiksha Sadan, Sector-5, Panchkula
9	Cost of RFP	INR 5000/-
10	Earnest Money Deposit (EMD)	INR 1,00,000
11	Office and Correspondence Address	Directorate of Higher Education, Haryana, Plot No. 1/B, Shiksha Sadan, Sector-5, Panchkula Mob : 9878793377

Note:

1. This document is non-transferable and non-refundable.
2. In case a Holiday is declared on any day, the event will be held on the next working day at same time and same venue.

SECTION 1- INTRODUCTION

The State Government are putting strong efforts on generating employment opportunities for the students getting trained in Vocational and Technical Institutions however minimal focus is towards the students graduating from the University or colleges of higher education.

The Govt. of Haryana has been making tremendous efforts in providing upright facilities for higher education in the state. The state has achieved remarkable progress in higher education and is providing quality education to its students, yet the majority of students are unable to get better job opportunities in various National/ Multi-National companies in private sector.

Lack of exposure and motivation to attend campus drives were identified as major reasons for the limited job opportunities in the private sector jobs. The Department of Higher Education is taking various initiatives to overcome these shortcomings by working closely with the Industry Associations and Consultants to augment placement opportunities for students in Haryana across select degrees in accordance with the conditions to raise the employability of students. While the students pursuing various non-technical graduate courses in the state aspire to either go for higher education or join government jobs, however, the state government plans to offer an opportunity for employment to its students who are pursuing non-technical degrees (i.e. B.A. / B. Sc. / B. Com/ M.A. / M. Sc. / M. Com etc.) across various government colleges in Haryana.

It has been felt lately that there is a need of intervention of industry interface, augmentation of skilling and entrepreneurship of students and setting up Centers of Excellence-Skill Nurturing and Placement Centers in selected Degree and Engineering Colleges of Haryana in accordance with the conditions where skill training and entrepreneurship ideas to raise the employability/Self Employment potential of students would be provided.

By realizing this need, it is proposed to start this project in the selected colleges in 04 districts (as per Annexure A) of Haryana. The Project will be for two years and extendable to another two years.

Under this program, Department will select Private Partner who will provide the training on high demand Skills to the Final year students of Higher education along with their

regular courses and make them employment or Self-Employment ready once they pass out from their college. This program will also help all the Final Year students to get free guidance on their future Higher Studies or Professional Career Options.

This is one of its kind initiative by the Department of Higher Education aimed at providing an additional opportunity to its students apart from regular education provided to them. The initiative would also aid in achieving the larger vision for the state i.e. helping to reduce the existing unemployment rate.

1.1 Objectives

Within this broad framework, the Department of Higher Education also want to start and target all final year students of the colleges of the State. The objectives of this project are as follows;

- a) To enhance the employability of the students graduating from regular academic courses by introducing additional employability enhancement program along with the regular studies.
- b) To ensure students enrolled for this scheme attain a reasonable level of competence in English Communication, Soft Skills, and Personality Development as well as in basic IT domain along with core skills.
- c) To provide good quality industry endorsed training in selected industry sectors to the interested students predominantly from the families belonging to socially and economically weaker sections with special focus on the female candidates.
- d) To ensure that interested candidate should experience “On Job Training” of some fixed hours and get the exposure and feeling of real time working environment.
- e) To utilize the existing infrastructure of Higher Education and create the opportunities of better livelihood by providing advance employability Training to the youth of Haryana
- f) To arrange the Training Certification from NSDC/Sector Skill Council or any foreign world recognized body (If required by Students).
- g) To arrange the exclusive Entrepreneurship/start-up Training for the students interested in Self Employment.
- h) Dedicated career Nurturing cell for all the final year students to get free advice on their future career path including Higher education option, employment, Entrepreneurships or other professional training & certification.
- i) To reach out all final year student of Higher Education enrolled in this program and counsel them for better employment/ self-employment/ Higher education option by arranging bi weekly/monthly Free Counseling seminars/sessions at these center of Excellence including conducting psychometric assessment test.
- j) To arrange a dedicated Job Portal for the students enrolled under this program.
- k) To generate the opportunity of Self Employment/ Part Time Earning through Technology intervention.

1.2 PRE-QUALIFICATION CRITERIA:

As part of eligibility criteria, only those bidders who meet the following pre-qualification criteria are eligible to participate in the Technical Presentation and Financial bid. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting prequalification criteria are liable to be rejected summarily.

Consortium of maximum two organizations is allowed. Consortium partner can fulfill the required eligibility criteria. The interested entities / bidders to submit the proposal for the purpose of "Running Skill Nurturing and Placement Centers" s must fulfill the following pre-requisites:

- 1 Registered as Companies (registered under company act)/ Societies/Institutions/Organizations/Non-Government Organizations (registered under society act)/ Trust/Firms with relevant experience in providing training/education and placement.
- 2 The Bidder/s (any partner) must be in operation for at least 3 years as on 31.03.2018 with a minimum average annual turnover of Rs. 5 crores per annum in last 3 financial years crore from conducting training/placement programs. A certificate from the statutory auditors, supported by audited balance sheets shall be attached as a proof for the same. (as per Annexure A)
- 3 The Bidder (any Partner) should be a NSDC Partner (Funded/Non Funded).
- 4 The bidder should have trained and placed minimum 2000 students in last 3 years. Submit CA Certificate or other relevant proof (work order/Agreement) for the same. (as per Form Tech 3)
- 5 The bidder should have executed at least 1 training and placement project with any centre/state government (as per Form Tech 3)
- 6 The bidder (any partner) should have Valid PAN/TAN/GST Number.
- 7 The Bidder should have at least 1 operational Training/Education center which must be in operation from last 3 years at the time of bidding. Submit detail of operational centers.
- 8 The bidder should have minimum 20 Faculties/Professional Career Counselors on their payroll. A Self Undertaking should be submitted along with proposal.
- 9 The bidder should have at least 10 placement MOU's/Tie-ups with the industries. (as per Form Tech 3)

NOTE: All the bidders who fulfill the above Pre-Eligibility criteria will be invited for Technical Presentation and those who qualify in Technical evaluation will be allowed to participate in financial bid.

SECTION 2- INSTRUCTIONS TO BIDDERS

A GENERAL

2.1 General terms of Bidding

2.1.1 A Bidder (single or consortium) shall submit only 1 (one) Bid. A Bidder shall not be eligible to participate simultaneously as an individual bidder and as a member of any Consortium for the purposes of this RFQ cum RFP.

2.1.2 Unless the context otherwise requires, the terms not defined in this RFQ cum RFP, but defined in the Contract shall have the meaning respectively assigned thereto in the Contract.

2.1.3 The Bidding Documents can be obtained from the addresses specified herein below upon making payment of prescribed Tender Fee of INR 5,000/-and obtaining receipt thereof. Alternatively, the document can also be downloaded from <http://www.highereduhry.ac.in/>, free of cost initially; however, in such case the Tender Fee shall be payable in the form of a demand draft/banker's cheque. The Bidders will submit Earnest Money Deposit (EMD) amounting Rs 1,00,000/- (Rupees one lakh only) in the form of Demand Draft from any of the Scheduled Bank in favour of "Director Higher Education, " payable at Panchkula.

2.2 Definitions

Unless the context otherwise requires, the following terms wherever used in this RFP have the following meanings:

- a) "Bidder" means firm/company/Agency, who submits proposal in response to RFP document.
- b) "Agency" means firm/company, who intends to provide requisite services and submits proposal in response to RFP document.
- c) "RFP" means Request for Proposal.
- d) "Committee" means tender committee(s) constituted for evaluation of Proposals.
- e) "Contract" means the Contract executed between DHE and firm/company/Agency/institution for **THE TRAINING AND PLACEMENT OF HIGHER**

EDUCATION STUDENTS IN HARYANA along with the entire documentation specified in the RFP.

- f) "DHE," means Department of Higher Education-Haryana.
- g) "GCC" means General Contract Conditions.
- h) "ITB" means Instructions to Bidders.
- i) "IFP" means Invitation for Proposal.
- j) "Year/FY" means the year/Financial Year ending on 31st March, 2016, 2017, 2018 (FY; 2015-16 & 2016-17, 2017-18).
- k) "Personnel" means professional and support staff of Agency/Bidder.
- l) "Proposals" means proposal submitted by bidders in response to the RFP issued by the DHE, Haryana.
- m) "Services" means the work to be performed by firm/ company/Agency/institution in pursuant to this RFP and to the contract executed between the parties.
- n) "RFP" means Request for Proposal.

2.3 Right to accept and to reject any or all Bids

2.3.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.3.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Tender Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.3.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental

information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder

2.4 Clarifications and amendments of RFP

- a) A prospective Bidder requiring any Technical clarification of the RFP Documents may contact DHE, Haryana for their queries as per the date set in the RFP. No queries shall be entertained after the pre-bid meeting.
- b) At any time prior to the deadline for submission of Bids, the DHE may, for any reason(s), whether at its own initiative or in response to a clarification requested by a Prospective Bidder, modify the RFP Document by amendments. Such amendments shall be posted/uploaded on the website "<http://www.highereduhry.ac.in/>" through corrigendum and shall form an integral part of RFP Document. The relevant clauses of the RFP Document shall be treated as amended accordingly.
- c) The DHE, Haryana may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out and the bidders may be asked to amend their proposal due to such amendments.
- d) During the process of evaluation of the Proposals, the DHE, Haryana may, at its discretion, ask bidders for clarifications on their proposal. The applicants are required to respond within the prescribed time frame.
- e) The successful bidder who qualifies in the bidding process shall sign the final agreement and shall furnish the Performance Bank Guarantee (PBG).

2.5 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the department shall be written either English language.

2.6 Documents Constituting the Bid

The Bid prepared by the Bidder shall comprise the following components:

1. Eligibility Documents: As per section 1.3 Pre- Qualification Criteria

2. Technical Bid - Technical Bid will comprise of:

- i. FORM TECH-1 : TECHNICAL PROPOSAL SUBMISSION FORM
- ii. FORM TECH-2 : GENERAL INFORMATION OF BIDDER
- iii. FORM TECH 3 TECHNICAL CAPACITY OF BIDDER
- iv. FORM TECH- 4 POWER OF ATTORNEY FOR SIGNING OF BID
- v. FORM TECH 5 POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Bid should be filled in all Tech Forms justifying that the Bidder is complying with all the conditions of the Contract and Technical Specifications of the Bidding Document as no deviation will be acceptable.

3. Financial Bid - Financial Bid will comprise of:

- (i) Bid Form – Bid should be filled in FIN-Forms justifying that the Bidder is complying with all the conditions of the Contract and Technical Specifications of the Bidding Document as no deviation will be acceptable.

2.7 Earnest Money Deposit (EMD)

- a) The bidder shall furnish, as part of the pre-qualification Proposal, an Earnest Money Deposit (EMD) amounting to Rs. 1,00,000/- (Rs. one lakh only).
- b) The EMD shall be in Indian Rupees and shall be in the form of Demand Draft drawn in favour of “Director Higher Education” Payable at Panchkula”.
- c) Refund of EMD: The earnest money of unsuccessful bidder shall be refunded without interest on request by the bidder after final award of contract.
- d) The EMD lying with the DHE, Haryana in respect of any other tender/ RFP/ Expression of Interest awaiting approval or rejection or on account of contracts being completed will not be adjusted towards EMD for this RFP. The EMD may however, be taken into consideration in case RFP's for this purpose are re-invited.
- e) EMD of the successful bidder will be released after the bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).
- f) The Earnest Money will be forfeited on account of one or more of the following reasons:
 - i. Bidder withdraws its Proposal during the validity period specified in RFP.
 - ii. Bidder does not respond to request for clarification of its Proposal.

- iii. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- iv. In case of successful bidder, who fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

2.8 Validity of Proposals

a) Proposals shall remain valid for 120 days from the date of opening of Proposal. The DHE, reserves rights to reject the proposal having shorter validity period as nonresponsive.

b) In exceptional circumstances, the DHE, may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit before the bid opening date. Bidder (s) will not be permitted to modify the proposals after its submission.

2.9 FRAUD AND CORRUPT PRACTICES

2.9.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Tendering Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority shall reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Tender Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.9.2 Without prejudice to the rights of the Authority hereinabove and the rights and

remedies which the Authority may have under the LOA or the Contract, if a Service Provider, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Tender Process, or after the issue of the LOA or the execution of the Contract, such Service Provider shall not be eligible to participate in any tender or RFQ cum RFP issued by the Authority during a period of 2 (two) years from the date such Service Provider, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.9.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tender Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Tender Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the TenderProcess);
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tender Process ;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Tender Process;

- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Tender Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Tender Process.

2.10 Process and Stages for Selection

- a. There will be a two-stage selection process (collectively the “Selection Process”) in evaluating the Proposals.
- b. In the first stage, a preliminary scrutiny based on the ‘Eligibility Criteria’ (Section 1.3) shall be done. All bidders who successfully meet the ‘Eligibility Criteria’ shall be deemed qualified to move to the ‘Technical Evaluation’ round.
- c. In the second stage ‘Technical Evaluation’ mentioned in and technical evaluation criteria will be carried out as specified in Clause 2.16.1 and 2.16.2.
- d. Based on the technical evaluation, a list of short-listed Agencies shall be prepared. In the final stage, financial evaluation of such short-listed Agencies will be carried out as specified in clause 2.16.3. The Agency shall be selected on the basis of Combined Quality cum Cost Based System (QCBS), whereby technical proposal will be allotted weight age of 60% and financial proposal will be allotted weight age of 40%.

2.11 Disqualifications

The DHE, Haryana may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a) made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) exhibited a record of poor performance such as abandoning works, not properly

completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;

c) submitted a proposal that is not accompanied by required documentation or is non responsive;

d) failed to provide clarifications related thereto, whenever sought;

e) submitted more than one Proposal;

f) declared ineligible or delisted/ blacklisted by the Haryana Govt./Government of India or any State/UT Government or any State/ GOI Board/Corporation/Autonomous Body for corrupt and fraudulent practices or for any other reason(s) or blacklisted;

g) Submitted a proposal with price adjustment and variation in provisions.

2.12 Preparation of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

- a. The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may be liable for rejection.
- b. The firm's strength in the field of arranging, selection and outsourcing the qualified experience manpower should be clearly spelt out in the Proposal.
- c. The Proposal and all associated correspondence shall preferably be written in English and shall be conforming to the prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are duly signed by the authorized person signing the Proposal.
- d. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Bidder or duly authorized person(s) on every page of the proposal to bind the Bidder to the contract. The authorization letter shall be indicated by written power of

attorney and shall be submitted along with Proposal.

- e. The envelopes containing the Proposals shall also mention the name and address of the Bidder to enable the DHE, for further correspondence.
- f. Proposals received through facsimile/e-mail shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above shall be taken as valid.
- g. No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

2.13 Submission of Proposal

Bidders shall submit their Proposals to the Director General, Department of Higher Education, Haryana, at office address on or before the last date and time for receipt of proposals mentioned in document data sheet. The bidders are required to submit their bids in separate three sealed envelopes marked "Pre-qualification" "Technical" and "Financial", placed in one sealed envelope duly super scribed "Technical and Financial Proposal for SELECTION OF SERVICE PROVIDER FOR THE ASSESSMENT, TRAINING AND PLACEMENT OF HIGHER EDUCATION STUDENTS IN HARYANA

2.14 Evaluation of Proposals

The bid will be opened as per the schedule mentioned at Data Sheet. The bidders or their authorized representatives may be present during bid opening. Incomplete, invalid and delayed submission of bids will summarily be rejected. The DHE, will adopt a three-stage selection process in evaluating the bidder's proposals. In the first stage, pre-qualification/eligibility documents will be opened and evaluated. In the second stage, the technical bids of only those bidders will be opened who qualify in pre-qualification stage. In third stage financial bids of those bidders will be evaluated who qualify the technical evaluation criteria as laid down in RFP document.

2.15.1 Pre-qualification Evaluation

Preliminary Scrutiny: Preliminary scrutiny of the Proposals for eligibility will be done to determine whether the Proposals are generally in order /complete, fulfils eligibility criteria and all documents properly signed. Proposals non-conforming to such preliminary requirements are liable/subject to be rejected.

2.15.2 Evaluation of Technical Proposal

- a) The Technical Proposals would be evaluated only for those Bidders, who qualify the Prequalification evaluation.
- b) Technical proposal of all the Applicants will be evaluated based on Agency experience and financial capability.
- c) The agencies will need to score a minimum of 70 marks to qualify the technical evaluation.
- d) Technical proposals of all the Applicants will be evaluated based on appropriate marking system. The categories for marking and their respective weight-age are as detailed as follows:

2.15.3 Technical Evaluation Criteria (Total 100 Marks)

Sl.	Evaluation Criteria	Max. Marks
1.	Experience of Bidder (<i>furnish certification/work order/ contract document/ information available in public domain/ from the client</i>)	40
1.1	Bidder should have been undertaking the business of Skill Development, Trainings, Placement of college students [engineering and/or polytechnic and/or general (non-technical degree)] OR through state/central government funded scheme, with established/ demonstrable operations in India continually over past three financial. General Scoring: — Two marks for each project maximum to 10 marks;	10
1.2	Completion of skill training for up to 2000 trainees: 5 marks One additional mark for completion of skill training for every 2000 trainees (counted in multiples of 2000) above 2000, up to a maximum of 10 marks total	10
1.3	Number of Trainees Placed after Skill Training in the past 3 financial years, across all sectors General Scoring: — Up to 2000 trainees placed: 5 marks — One additional mark for every 500 trainees (counted only in multiples of 500) placed above 2000 trainees, up to a maximum of 10 marks total	10

Sl.	Evaluation Criteria	Max. Marks
1.4	<p>The bidder shall have sufficient employer connect/ recruitment tie-up with companies which are interested to hire non-technical graduate students</p> <p>Scoring:</p> <ul style="list-style-type: none"> — Tie-ups with min. 10 companies which have been at-least 3 years in existence and have at-least 10 employees on payroll =5 marks — One additional mark for 5 such companies (above ten companies) max up-to 10 	10
2	Additional Qualifications	40
2.1	<p>Bidder's having their own well established centre (with full infrastructure & staff) atleast in one location in Haryana, which is presently running & providing skill training to candidates under any Central or State Government Scheme.</p> <ul style="list-style-type: none"> — One centre - 10 marks — Two or more centres - 20 marks 	20
2.2	<p>Experience of working with NSDC/Sector Skill Councils</p> <p>10 mark for each project, max up to 20 marks</p>	20
3	Approach, Methodology and Technical Presentation	20

Note : As per the marking scheme provided in the above table, each Bidder shall be assigned score for Technical Bid (Ts). Each of the applications shall be evaluated as per the criteria and requirements specified in this document. Bidders whose Ts shall be 70 or above shall be the qualified bidders (Qualified Bidders), who shall be eligible for opening and evaluation of their Financial Bid. The aggregate points scored by each applicant firm would be intimated before opening of the commercial bid. The commercial bids of the applicant firms not meeting the minimum technical score would be returned unopened.

2.15.4 Evaluation of Financial Proposal

- a) Financial evaluation of only those agencies will be carried out whose technical evaluation meets the minimum qualifying benchmark. The financial bids of other agencies (who do not secure the minimum qualifying marks) shall not be opened.
- b) The financial evaluation will be carried for each sector and each category separately based on separate financial bids submitted bidders to decide the highest weightage scoring agency (L-1) for each category using QCBC method.
- c) An agency will be selected in accordance with the Quality and Cost Based System (QCBS) method.
- d) The Agency shall be selected on the basis of Combined Quality cum Cost Based System (QCBS), whereby technical proposal will be allotted weightage of 60% and financial proposal will be allotted weightage of 40%.
- e) The proposal with the lowest quoted amount shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their quoted amount.
- f) The formula for determining the financial score (Sf) of all other Proposals is calculated as following:

$$Sf = 100 \times Fm/F$$
 in which “Sf” is the financial score, “Fm” is the lowest quoted amount, and “F” is the quoted amount of the proposal under consideration
- g) The weights given to the Technical (T) and Financial (P) Proposals are 60 and 40 respectively
- h) Proposals are ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T + P = 100) as follows: -
- i)
$$S = St \times 60\% + Sf \times 40\%$$
- j) The highest Weight-age scoring Agency shall be designated as L-1. The 2nd and 3rd highest Weight-age scoring Agencies shall be designated as L-2 and L-3 accordingly. In case, the L-1. Agency withdraws or fails to comply with the requirement(s) of the assignments then the Agency designated as L-2 may be considered for awarding the project/assignment.
- k) All documents, correspondence, reports, aps, etc. concerning the contract shall be considered as strictly confidential and the Agency or their personnel shall not either during the term or after the expiration of the contract divulge or allow access any proprietary, contract, any provision of contract thereof, any specifications, plans/map

documents, flowchart, data or any information related with the this work/project and DHE, or sample thereof without the prior written consent of the DHE,.

2.16 Award of Contract and Execution of Agreement

a) After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by DHE, Haryana to the Selected Agency and the Selected Agency shall, within 10 (ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Agency is not received by the stipulated date, DHE, Haryana may, unless it consent to extension of time for submission thereof, forfeit the EMD of such applicant, and the next eligible (L-2) Applicant may be considered.

b) After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period of 15 days from the date of issuance of LOA.

2.17 Contract Period

a) The contract shall be signed for a period of 2 years and may be extended upon review of bidder's period, additional scope of work and budgetary considerations.

SECTION 3: GENERAL CONTRACT CONDITIONS (GCC)

3.1 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the DHE, shall be final and binding.

3.2 Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the DHE, Haryana and the Agency. The Agency subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Agency shall be fully responsible for the services performed by it or any of its personnel on behalf of the Agency hereunder.

3.3 Standards of Performance

The Agency shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract as faithful advisor to the DHE. The Agency shall always support and safeguard the legitimate interests of the DHE, in any dealings with the third party. The Agency shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Agency shall conform to the standards laid down in the RFP in totality.

3.4 Agency's Downstream Business Interest

The Agency shall not be eligible to bid for the activities relating to various schemes/programmes being or will be implemented/monitored by DHE. Further, the Agency shall give a declaration that they do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.

3.5 Agency's Personnel

a) The Agency should have adequate number of professionals and support staff for carrying out the assignment in their agency for at least last one year.

- b) Except as the DHE, may otherwise agree, no changes shall be made in the Key Personnel after the award of the contract. If, for any reason beyond the control of the Agency, it becomes necessary to replace any of the Key Personnel, the Agency shall forthwith provide, as a replacement a person with equivalent or better qualifications after written intimation to DHE. If the DHE, finds that any of the Personnel have (I) committed serious misconduct or has been charged with having committed a criminal action, or (II) have reasonable cause to be dissatisfied with the performance of any of the personnel, then Agency shall at the written request of DHE, specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the DHE.
- c) The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

3.6 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Haryana.

3.7 Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Agency in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency shall indemnify the DHE, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency, the DHE, shall be defended in the defense of such proceedings.

3.8 Performance Bank Guarantee (PBG)

- a. Within 7 days of notifying the acceptance of proposal for the award of contract, the Agency shall furnish a Performance Bank Guarantee for Rs. 1.00 lakh or 10% of the cost of work/assignment (whichever is higher) for another 12 months beyond contract period as its commitment to perform services under the contract.
- b. Failure to comply with the requirements shall constitute sufficient grounds for the

forfeiture of the PBG.

c. The PBG shall be released after 12 months of expiry of contract provided there is nothing contrary in execution of Contract or violation of any clause of Contract.

d. No interest will be paid on the PBG.

3.9 Penalties

DHE may impose penalties on the service providing Society/Trust/Firm/Company/Agency for any violation of the terms and conditions of this “RFP” document as mentioned below:-

- a) Termination of Contract due to non-performance during the execution period of Project. Non-performance means non-starting of course in the college within 20 days after signing the contract. In this case, Rs, 1,00,000/- (One Lakh only) per college per month shall be imposed on account of penalty. If the society/ trust/ firm/company/ agency failed to execute the training in next 20 days, the contract will be terminated and security will be forfeited.
- b) If the Society/Trust/Firm/Company/Agency leaves the college without completing the course without the prior approval of the DHE (in no case the break in the continued programme should be more than one week), the contract will be terminated and security will be forfeited.
- c) The Society/Trust/Firm/Company/Agency shall have to complete the course within the ongoing semester, failing which the DHE will deduct an amount of Rs. 25,000 per branch per college per week, on account of penalty.

3.10 Termination of Contract

The Agency’s association with the DHE, will terminate in following ways:

- a) The term of Contract expires
- b) Termination of Contract by the DHE, due to non-performance during the execution of Project
 - i. Performance is below expected level.
 - ii. Non-adherence to the timelines of the Project.

iii. Quality of work is not satisfactory.

3.11 Termination for Insolvency, Dissolution etc

The DHE, may at any time terminate the Contract by giving written notice to the Agency, if the Agency becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination, will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the DHE.

3.12 Termination for Convenience

The DHE, reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the DHE, convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

3.13 Force Majeure

a) The Agency shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the DHE, in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes and work shut town imposed by Government Acts and Legislation or other Mission.

d) If a Force Majeure situation arises, the Agency shall promptly notify the DHE, in writing of such condition and the cause thereof. Unless otherwise directed by the DHE, in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.14 Payment Terms

Payment Milestones for service

S.N	Payment milestone	Payment	Deliverables
PM1	Commencement of training after completion of counseling/ assessment and submission of report on detailed assessment and course module.	10%.	<ol style="list-style-type: none"> 1. Submission of Gap Analysis report 2. At least 3 rounds of initial workshops in each college for awareness generation – within 2 weeks from Effective Date of contract. 3. Monthly Seminars on Career Counseling 4. Diagnostic Assessment report with scores of all candidates- 15 days from approval by Client of Gap Analysis Report. The diagnostic assessment of the candidates shall be undertaken every year for all the students in their final year. 5. At-least 4-5 sessions on Entrepreneurship development to promote Self-Employment in the state and linking them to incubators /funding
PM2	Successful completion of training (to be provided on monthly basis) on total training provided per college	30%	<ol style="list-style-type: none"> 1. Course content for Job oriented course 2. 60 hours of course content for soft skill course 3. Completion of the defined Training activities for all candidates in the given timeframe after approval by client of Diagnostic Assessment report. 4. Final assessment upon completion of the training and sharing of the detailed Final Assessment Report establishing the improvement in the employability/ skill levels of students and related outcomes in the form of a said report to the Client – within 15 days from completion of training of students. During course of training, the Service Provider shall periodically keep the Client informed of the activities being undertaken by client <p>Note: This report to include Report on Candidates who failed to continue</p>
PM3	On the recommendation of Principal of the institute on the basis of Feedback of the students (as per Annexure-V)	20%	
PM4	On successful placement of at-least 50% of students trained (minimum tracking 3 months)	20%	<ol style="list-style-type: none"> 1. Organizing at-least 1 job fair and placement schedule in each college. 2. Placement Status Report along with other specified reports in respect of all candidates -02 Months from approval of Final Assessment Report by client; overall placement to be completed in 6 months;
PM5	On the recommendation of committee constituted by DHE	20%	

Timeline for Service Provider

Timeframe		
October 2018	October 18 – February 2019	March 2019 to May 2019

Job Ready	Soft Skills	Feb/March – 1 st Round
Job Not Ready	Soft Skills Core Skills	
Assessment	Training	Placement

3.15 Taxes and Duties

The Agency shall entirely be responsible for timely deposit of all kind taxes (TDS, TCS, Service Tax etc), duties etc. incurred. The Agency shall be liable to submit the proof of deposit of due amount of tax liability. The due TDS/TCS or any applicable tax may be deducted from the payment of agency as per Income Tax Act or other Act.

3.16 Resolution of Disputes

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

3.17.1. 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.

3.17.2. Resolution of Disputes

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Panchkula/Chandigarh only and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

i. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this Tender document.

ii. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the project, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

3.18 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh/Panchkula.

SECTION 4 –SCOPE OF WORK

Through this Project, the department will initiate a step towards making the Higher Education graduates of Haryana future ready with Self Employment or better employment prospects. The Department of Higher Education, Haryana invites eligible bidders to submit their bids for running the Centers of Excellence-Skill Nurturing and Placement Centers in selected Degree and Engineering Colleges of Haryana for three years, which can be further extendable to 2 more years.

Below are the Key Roles of the Department as well as the Private Partner under this proposed project.

4.1 Roles and Responsibilities of Higher Education:

1. The Department of Higher Education, Haryana will provide the below infrastructure for the proposed Center of Excellence in each district:
 - a. Minimum 2 Theory Rooms with the capacity of 30 seats
 - b. Two computer labs with 25 Computers in each lab
 - c. 800-1000 Sq Ft. Area for the Career Nurturing cell and Staff Room
 - d. Access to the College Library
2. Department will be flexible in providing the infrastructure to the bidder as per the training program.
3. Operational costs such as Electricity, Internet & maintenance etc. will be borne by the Department.
4. To monitor the Project progress and reimburse the Private Partner as per the mutual agreement.

4.2 Roles and Responsibilities of the Bidder:

The Private Partner (Selected bidder) will run these Centers of Excellences-Skill Nurturing and Placement Centers. It will be bidder's responsibility to complete training according to the available infrastructure without disturbing routine studies in consonance with college's principals. The Skill Nurturing and Placement Centers will be open and accessible for all the final year students of Colleges in proposed Districts and provide the following services:

A. Counselling and Assessment

1. Conduct a Skill Gap study taking into account, the industry and curriculum needs, in order to arrive at a mapping of skill and aptitude required for key job profiles.
2. Conduct at least 3 rounds of workshops in each college involving all the stakeholders and widely publicize the training programs to garner optimal participation. This may include group and individual counselling session.
3. Counsel candidates through round of workshops in Colleges about the importance of soft skill as well employability skill in current job market and the training opportunities available under the project.
4. The agency shall register all the eligible candidates online on portal
5. After the registration of students is complete, the selected bidder shall conduct a diagnostic assessment of the students to analyze the present aptitude and skill level of the candidates for further steps.
6. Diagnostic Assessment test will be conducted by the shortlisted Partner to Profile each and every eligible candidate enrolled in the final year of degree program and registered online.
7. Based on the Diagnostic Assessment report of the candidate and profile of student, the selected bidder shall guide the candidates and suggest the best suitable sector, Job roles and Employment/Self Employment opportunities for their career option.

B. Employment and Self Employment Linked Training and Certification for all Final Year students:

The selected bidder shall further provide Employment and Self-Employment linked Training to all the final year Students of the colleges.

1. The Proposed Employment linked training programs/ add on courses will be delivered in phased manner to the students in the Skill Nurturing and Placement Centers along with the regular program of colleges. The Employment and Self-Employment linked Training shall be provided in High demand sectors such as BFSI (including GST), IT, Retail, Telecom, Tourism & Hospitality, logistics, Agriculture, Healthcare, Automobile, Renewable Energy, Textile, Aviation etc.
2. The Employment and Self-Employment linked Training will be provided in Domain Specific Skill Course with minimum duration of 4-5 months.
3. Training on Entrepreneurship/Start-ups will be provided for the students interested in Self Employment
4. The Training programs will be provided at these "Skill Nurturing and Placement

Centers” during the weekdays, weekends or even on holidays including vacation for optimum career opportunities for students.

5. The selected bidder shall provide training on employment linked job oriented courses/ self-employment. Apart from this, it would also provide mandatory training to students in the areas of Basic English Communication, Soft Skills, Personality Development and basic IT. This should be in coherence with the industry requirement needs identified in Skill Gap Analysis.
6. The selected bidder shall also have to include and ensure Exclusive “On Job Training/ Internship” to get the exposure of real time work environment for the trainees.
7. The Service Provider shall provide a certificate to every student whosoever joins and completes the course within 30 (thirty) days of course completion by the student failing which penalty will be imposed by DHE.
8. On the basis of internal assessments during training, remedial classes to be conducted for candidates who need more time to hone their skills.

C. Placement Assistance

1. The selected bidder shall be responsible to create and maintain an Online Job Portal for strong placement assistance to trained candidates.
2. The Service Provider would be responsible for establishing tie-ups with employers in the relevant sectors having requirement of fresh graduates.
3. The selected bidder shall be responsible to provide placement/ Self-Employment opportunities to minimum 50% of eligible candidates who opted for the same after successful completion of Training and certification.
4. Placement Drives/Job Melas will be organized by the selected bidder to arrange employment opportunities to the eligible and interested candidates. Scheduling of placement drives and interviews would be jointly undertaken by the Service Provider and the concerned college/institute. However, the primary responsibility of this would lie with the service provider.
5. The partner will arrange at-least 3 interviews for each eligible candidate interested in placement.
6. Additional efforts to be made by the selected Bidder to generate Self Employment/Part time Jobs opportunities for the students to promote earn while you learn concept.
7. Post placement tracking of individual student will be done by the partner for 3 months

after providing the students with placement or Self-Employment opportunity.

8. The service provider would be responsible for updating candidate registration and related information. Any malpractice and fraud if found, with respect to assessment and placement will be dealt with strictly and the department will reserve the right to take appropriate strict action including withholding of any further payments.
9. The Service Provider would submit reports on counselling, assessment, training and placement in pre-agreed formats as and when required by the Department.
10. The selected partner will submit an annual report of project progress along with number of students placed or self-employed.

D. Others

1. The Skill Nurturing and Placement Centers will guide all the final year students in choosing the higher education/ Start-ups/ Career Options/ job opportunities available for them.
2. Monthly Seminars on Career Counseling will be done at these Career Nurturing Centers where any final year student can visit and get assistance on choosing suitable career options or higher studies.
3. The selected bidder will give international studies/Work visa knowledge to the students seeking the option of either overseas higher education/ employment.
4. The selected bidder shall also provide guidance for assisting the students to prepare for various career related activities like CV writing, Interview preparations and other exams for employability.
5. General awareness on the available (Government and Private) Job Opportunities.
6. Sessions on Entrepreneurship development to promote Self-Employment in the state and linking them to incubators /funding (Mudra Loan etc.)
7. The enterprising students will be connected by the associated partner with various Government (MSME) and Non-government (NEN, EDI, ASSOCHAM) organizations to support them for Entrepreneurship thus leading them to be job creators instead of job seekers.
8. Placement fairs should be organized by the Partner in association with Industry to provide employment opportunities to the fresh and skilled graduates trained in this program and seeking employment.
9. If some candidates do not require any further training and they are job ready, then only soft skills training is to be imparted and they may be directly linked up with industry for placement. This should be commensurate with the capabilities of the

individual candidate.

10. While infrastructure for training such as lecture rooms, would be provided by the Government college/institutions, the Service Provider would be responsible for arranging the moveable infrastructure/equipment's & machine and for coordinating for student availability and scheduling with the respective colleges/institutions.
11. Any specialized equipment like LCD Projector, Screen, Computers, Printers etc. required for running the course shall have to be supplied by the Service Provider after winning the contract for running the course of Soft Skills and Personality Development in the college. Available resources of the college may be used subject to availability.
12. The bidder should be able to bring in Industry/ Industry Support Organizations to provide Experts and Content value addition to the employment linked training programs for its successful implementation.
13. The actual physical teaching/practice sessions of the course shall not be below 80% of the course content package. The use of audio-visual aids/language lab etc. shall not exceed 20% of the course content.
14. The time for arranging lecture, practical, workshop will be allotted by the Principal of the colleges mutually agreed to colleges and Service Provider so as to ensure that the hours allocated for training are scheduled without compromising the academic activities and lectures
15. Batch size for the course shall be as per students in a particular branch and it may vary from minimum 30 students to maximum actual class size. The class with students less than 30 will be clubbed with others institutes candidates.
16. The program quality and implementation of employment linked training programs will be monitored and evaluated by the DHE as per its Quality Standards and Procedures.
17. The candidates after getting training shall provide feedback to Service Provider. This feedback shall be in form of objective test wherein candidates has to give answered in Yes/No.
18. Participation and Graded Certificate: on the basis of some sort of test/examination specifying the state of achievement level.
19. i) For undergoing training in "Soft Skills and Personality Development" course for number of hours attended by the students.
20. ii) Score achieved by the students in the examination.
21. No additional charges will be paid by the student for graded certificate.

4.4 Course Content of Project:-

The **details of the Training content** will be submitted by the executing agency to the DHE with the proposal.

Soft Skills (60 hours)

Course outline to be proposed by bidder

Core Skills-

Course outline/duration to be proposed by bidder for training in Entrepreneurship and High demand sectors such as BFSI (including GST), IT, Retail, Telecom, Tourism & Hospitality, logistics, Agriculture, Healthcare, Automobile, Renewable Energy, Textile, Aviation etc.

ANNEXURE A

FINANCIAL CAPACITY OF BIDDER - ANNUAL TURNOVER DETAILS

Certificate from the Statutory Auditor regarding Annual Turnover of the Organization over last three Financial Years immediately preceding the Bid Due Date.

Financial year	Total Turnover (in Crore)	Turnover from Placement/Job Fair Operations (in INR Crore)

Name of the audit firm/ Chartered Accountant:

Seal and membership number of the audit firm/ Chartered Accountant

Please provide certified copies of Audited Financial Statements of the firm as well over last three Financial Years immediately preceding the Bid Due Date. **In the case of Printed annual reports certification is not required.**

FORM TECH-1

**TECHNICAL PROPOSAL SUBMISSION FORM:
ON COMPANY'S LETTER HEAD**

Dated:

To

.....
.....
.....

Tel:

Fax:

Sub: Bid for Selection of Service Provider for Providing Training and Placement to College students in the state of Haryana

Dear Sir,

1. With reference to your RFP document dated 29.09.2018 I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the **Selection of Service Provider for Providing Training and Placement to College students in the state of Haryana**. The Bid is unconditional and unqualified.
2. The undersigned, on behalf of [*give the name of firm in case of sole consultant applicant and Lead member in case of consortium*], offer to provide the consulting Assignment for **Providing Training and Placement to College students in the state of Haryana** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees.

3. We are submitting our Proposal in consortium with1: [Insert a list with full name and address of each consortium member]
4. All information provided in the Bid and in the Appendices is true and correct.
5. This statement is made for the express purpose of qualifying as a Bidder for **Service Provider for Providing Training and Placement to College students in the state of Haryana.**
6. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
7. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
9. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b) I/ We do not have any Conflict of Interest in accordance of the RFP;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable

practice or restrictive practice of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any Authority, Central or State; and

d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

10. I/ We understand that you may cancel the Tendering Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the **Selection of Service Provider for Providing Assessment, Training and placement to colleges' students in the state of Haryana**, without incurring any liability to the Bidders, in accordance of the RFP.

11. I/ We certify that in regard to matters other than security and integrity of the country, I/ we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the mentioned services or which relates to a grave offence that outrages the moral sense of the community.

12. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.

13. I/ We further certify that no investigation by a regulatory authority is pending against us or against any of our Directors/ Managers/ employees.

14. I/ We undertake that in case due to any change in facts or circumstances during the Tendering Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
15. We acknowledge that we fulfill the minimum eligibility on the basis of our Technical Capacity and Financial Capacity.
16. I/ We are an existing entity under relevant laws of India.
17. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Tender Process itself, in respect of the mentioned services and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the Bidding Documents. We agree not to seek any changes in the aforesaid Contract and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also understand that except to the extent as expressly set forth in the Contract, I/ we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
20. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Contract, our own estimates of costs call volumes and after a careful assessment of the state and all the conditions that may affect the Bid.

21. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the mentioned services are not awarded to me/us or our Bid is not opened.
22. I/We agree and undertake to abide by all the terms and conditions of the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: _____ (Signature of the Authorised signatory)

Place: _____ (Name and designation of the Authorised signatory)

Name and seal of Bidder

FORM TECH-2

GENERAL INFORMATION OF BIDDER

(in case of consortium, both parties need to fill this form)

1.
 - a) Name:
 - b) Country of incorporation/constitution:
 - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:
 - e) **Role in Bid** : Lead Bidder or Consortium Partner

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the mentioned services:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:

(e) Fax Number:

5. The following particulars as per the table given below :-

Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred/ Blacklisted by the {Central/State} Authority, or any entity controlled by it, from participating in any provision of mentioned services.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder's supply contract been terminated on account of deficiency in performance/supply, in the last 3 (three) years?		

6. A statement by the **Bidder** disclosing material non-performance or contractual non-compliance in past for mentioned services contract, related contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

FORM TECH 3

TECHNICAL CAPACITY OF BIDDER

1 Experience of Bidder (*furnish certification/work order/ contract document/ information available in public domain/ from the client*)

1.1 Bidder should have been undertaking the business of Skill Development, Trainings/Placement of college students [engineering and/or polytechnic and/or general (non-technical degree)], with established/ demonstrable operations in India continually over past three financial.

S. No	Client Name	Contract Price	Date of Start.	Date of completion	No. of student trained/Placed	Details of services provided
1.						
2.						
3.						
4.						
5.						

1.2 Number of students trained in the past 3 financial years, across all sectors

S. No	Client Name	No of Students trained	Year of trained	Proof Attached
1.				
2.				
3.				
4.				
5.				

1.3 Number of Trainees Placed after Skill Training in the past 3 financial years, across all sectors

S. No	Client Name	No of Students placed	Year of Placement	Proof Attached
1.				
2.				
3.				
4.				
5.				

1.4 The bidder shall have sufficient employer connect/ recruitment tie-up with companies which are interested to hire non-technical graduate students

Name of the intuition with which tie-up is operational *	Year of tie-up	MOU Validity date	Confirmation of the eligibility of employer as per the RFP (Yes/No)	Remarks

2 Bidder's having their own well established centre (with full infrastructure & staff) atleast in one location in Haryana, which is presently running & providing skill training to candidates under any Central or State Government Scheme

S. No	Name of Centre	Complete Address (with total area)	Staff deployed
1.			
2.			
3.			
4.			
5.			

2.2 Experience of working with Sector Skill Councils in India.

S. No	Client Name	Contract Price	Date of Start.	Date of completion	Details of services provided
1.					
2.					
3.					
4.					
5.					

Note:-

1. Documents including inter alia Copy of contract along with Client certificate and Statutory Auditor/CA certificate as per details enumerated in table set out to be also uploaded.

3 **Approach and Methodology**

Approach should contain (not limited to):

- a. Deep understanding of project,
- b. methodology for the execution,
- c. Course outline, content and duration.
- d. Delivery mode of training,
- e. approach for assessment
- f. industry linkage and placements
- g. project plan and details of trainers etc
- h. any other activity as per the understanding of bidder

FORM TECH- 4

POWER OF ATTORNEY FOR SIGNING OF BID

[By the Applicant / Lead Member in case of Consortium]

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. _____/ Ms. _____(Name), son/daughter/wife of _____and presently residing at _____, who is {presently employed with us and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for procurement, of [.] ("**Selection of Service Provider for Providing Training and placement to college students in the state of Haryana**") proposed or being developed [.](the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all agreement including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the mentioned services and/or upon award thereof to us and/or till the entering into of the Contract with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 20**.

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).
- For a Power of Attorney executed and issued overseas, the document will also have to be

legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

FORM TECH 5

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the (the “Authority”) has invited bids for supply of **Selection of Service Provider for Providing Training on and placement to college students in the state of Haryana** (the “Project”).

Whereas,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFQ cum RFP and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project of mentioned services, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited

to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute any undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

ANNEXURE A

NAME OF DISTRICTS AND STUDENTS

District	Govt. College	Final Year students
FARIDABAD	PT. J.L.N. Govt.College, Faridabad	2077
Gurugram	Government College For Girls,Sector 14 Gurugram	2340
KARNAL	Pt. Chiranji Lal Sharma, Govt. P.G. College,Karnal	1330
PANCHKULA	Govt. P.G. College Sector -1, Panchkula	668
Total		6415

Note : The department may like to increase/decrease number of students, colleges and duration as per the requirement at the time of awarding the contract.

FIN FORM-1

FORMAT FOR FINANCIAL BID

Dated:

To

.....
.....
.....

Tel:

Fax:

Sub: Bid for the procurement of Selection of Service Provider for Providing Training and placement to college students in the state of Haryana

Dear Sir,

1. With reference to your RFP document dated 29.09.2018 I/we, having examined the Bidding Documents and understood their contents, and pursuant thereto, hereby submit my/our Financial Bid for the aforesaid mentioned services as per Schedule of Requirements set out at Appendix III hereof and other terms of the RFQ cum RFP. The Bid is unconditional and unqualified.

2. Our Financial Bid offer is INR [.....] {.....(in words)} per student

Bidder shall include the following training cost component:-

- a) Counselling & Assessment
- b) Trainers Training.
- c) Student training.
- d) Amortization of infrastructure cost/utilities.
- e) Raw Material
- f) Teaching Aid

- g) Salary of Trainer
- h) Certification
- i) Resource Mobilization
- j) Placement Expenses
- k) Post Placement Tracking

3. I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the Bid Due Date specified in the RFQ cum RFP.
4. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents. By filling this Form online, we hereby irrevocably consent and agree to be bound by all the terms and conditions set out hereunder.

Note:-

The Bidder shall not quote in decimal or fraction and shall provide the quote both in figures and words. Further the quote in words shall take precedence over figures and shall be deemed as final.

Any conditional Bid shall be summarily rejected.

APPENDIX V

Training Feedback Form

Date: _____

Title of training:

Location:

Trainer: _____

S.N	Particular	Strongly Agree (5 Marks)	Agree (4 Marks)	Neutral (3 Marks)	Disagree (2 Marks)	Strongly Disagree (1 Marks)
1.	The training met my expectations					
2.	I will be able to apply the knowledge learned.					
3.	The training objectives for each topic were identified clearly.					
4.	The content was organized and easy to follow.					
5.	The materials distributed were					

	pertinent and useful.					
6.	The trainer was knowledgeable.					
7.	The quality of instruction was good.					
8.	The trainer met the training objectives.					
9.	Class participation and interaction were encouraged.					
10.	Adequate time was provided for questions and discussion					

11. How do you rate the training overall?



12. What aspects of the training could be improved?