

**RFP for**

**Selection of Agency as Project Development and Management  
Consultants (PDMC)  
for Short-Term Courses being launched by  
the Delhi Skill and Entrepreneurship University (DSEU)**

**Tender ID No. [ 2021\_DSEU\_211160\_1]**

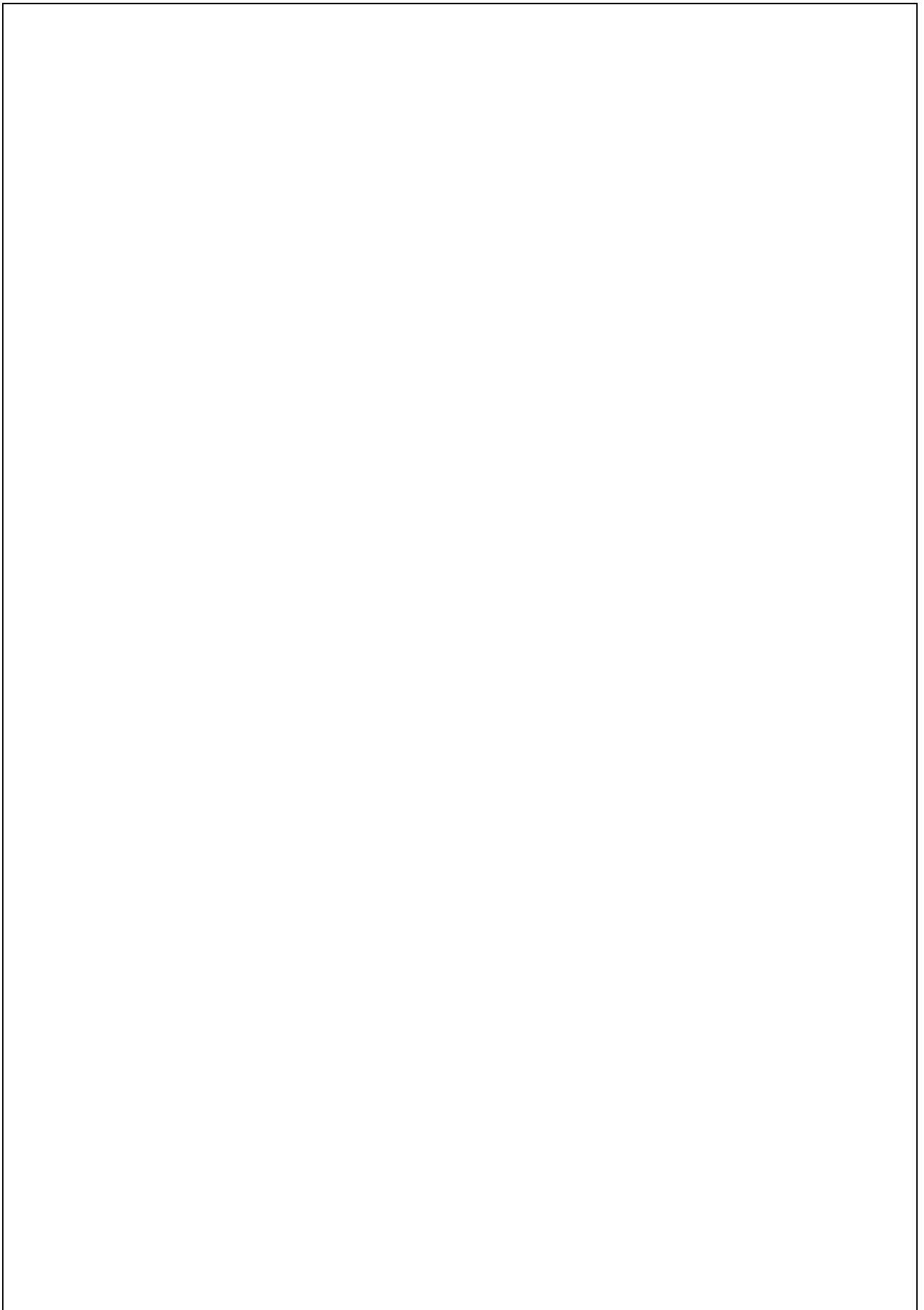
**Issued by**

**Delhi Skill and Entrepreneurship University  
DSEU Dwarka Campus,  
Sector 9, Dwarka, New Delhi-110077**

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## 1. INVITATION FOR BID

### 1.1 Issuer

- a. The Government of NCT of Delhi is deeply committed to improving the quality of higher education, in particular skill-based education, in Delhi. It has therefore set up the Delhi Skill & Entrepreneurship University (DSEU), which is envisioned as a world-class institution that provides quality education in applied sciences & skilling, has close market linkages, focuses on market readiness, promotes innovation and entrepreneurship, delivers lifelong learning opportunities to candidates, and provides a trained and employable human resource that can drive Delhi's and the nation's economic growth.
- b. DSEU has already launched 11+ new Degree courses in its inaugural year and is also leading the revamp and continuous evolution of various Diploma programs running in Polytechnics. In addition, DSEU will look to partner with relevant agencies and skilling providers to launch Short-term Courses in the coming years.
- c. DSEU will launch dedicated short-term (3-6 months) skills courses in a variety of sectors with an exclusive focus on immediate employment. These courses will aim at aspirational roles with high demand in Delhi's local economy. It is expected that DSEU will launch 3-4 such courses at a scale of 5000-10000 students over the next 1 year. In the first phase, DSEU will launch an English language learning program that will be made available to the citizens of Delhi across the city. The program will look to support up to 1 lakh students per year to upgrade their English language skills for a variety of different purposes including basic conversational ability, employability, higher education etc. It is expected that this program will be rolled out through a combination of digital education and physical centres and will cater to a diverse variety of potential personas. The courses, which will be short-term language learning modules of 3-6 months, will be delivered through the University's own resources as well as potential partner agencies with expertise in English language learning.
- d. In order to support this vision, DSEU invites interested Agencies with the relevant experience to set up a Project Development and Management Consultants (PDMC) to support the conceptualization and implementation of this vision.
- e. The PDMC engagement will initially be for 1 year and may be extendable up to 2 years subject to the Vice Chancellor's decision.

### 1.2 About the RFP Document

- a. This RFP provides information regarding the Project, Scope of Work, Technical requirements and other related information to the bidder(s).
- b. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.
- c. Please note that all references to 'bidder' in this RFP refer to the Lead Bidder together with a maximum of two consortium partners. All references to 'Lead Bidder' refer to the Lead Bidder alone.

### 1.3 Bidding Data Sheet

S. No	Particulars	Details
1	Tender ID	[2021_DSEU_211160_1]
3	Selection Method	Tender will be awarded to the Bidder with the highest score based on the <b>QCBS Evaluation Method (75:25)</b> , subject to Bidder meeting the Qualification Criteria and Minimum Technical Qualification Score
4	Name of the Tender Inviting Authority	Registrar

5	Address of Tender Inviting Authority	Delhi Skill and Entrepreneurship University, DSEU Dwarka Campus, Sector 9, Dwarka, New Delhi-77
6	Availability of RFP	Tender can be downloaded from <a href="https://govtprocurement.delhi.gov.in/">https://govtprocurement.delhi.gov.in/</a> and university website: <a href="http://www.dseu.ac.in">www.dseu.ac.in</a>
7	Nodal Officer for correspondence and Clarification	Registrar, Delhi Skill and Entrepreneurship University, DSEU Dwarka Campus, Sector 9, Dwarka, New Delhi
8	Pre-bid Meeting	Online. <b>22<sup>th</sup> November 2021 14:00 hrs</b> Link will be on university website <a href="http://www.dseu.ac.in">www.dseu.ac.in</a> under tender section.
9	Last date for Pre-bid queries	<b>17:00 hrs., 23<sup>rd</sup> November 2021</b> via email ( <a href="mailto:registraroffice@dseu.ac.in">registraroffice@dseu.ac.in</a> ) or by post to Nodal Officer's correspondence address
10	Issue of addendum/clarification (if any and if required)	<b>29<sup>th</sup> November 2021 17:00 hrs., through</b> <a href="https://govtprocurement.delhi.gov.in/">https://govtprocurement.delhi.gov.in/</a>
11	Last date and address of bid submission	<b>8<sup>th</sup> December 2021 17:00 hrs</b>
12	Date and Address for Opening of Qualification Bid and Technical bid	<b>10<sup>th</sup> December 2021 11:00 hrs.</b> at Delhi Skill and Entrepreneurship University, DSEU Dwarka Campus, Sector 9, Dwarka, New Delhi
13	Opening of Commercial bid for Technically Qualified bidders	<b>Will be communicated to the successful bidders via <a href="http://govtprocurement.delhi.gov.in">http: govtprocurement.delhi.gov.in</a></b>
14	Bid Validity Period	90 days from the date of opening of bids
15	Commencement of the Assignment	20 <sup>th</sup> December 2021

## 2. INSTRUCTION TO BIDDERS

### 2.1 Procedure of Submission of Bids

- a. The Proposal has to be submitted online (on the website link provided above) containing following cover stages-
  - A. Pre-Qualification Stage
  - B. Technical Bid Open Stage
  - C. Financial Bid Open Stage
- b. The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from <https://govtprocurement.delhi.gov.in/>. The RFP will be available to download from the above website from 18-11-2021 to 08-12-2021 (17:00 Hrs.). The last date for submitting a proposal/bid will be 08-12-2021 up to 17.00 Hrs. The Technical Bid will be opened on 10-12-2021 at 11:00 Hrs. Please refer to the RFP document for complete details.
- c. The University reserves the right to issue addendum/corrigendum/modification or to accept or reject any or all proposal(s) or to cancel the whole of this RFP at any stage without assigning any reason thereof and no bidder shall have any cause of action or claim against the undersigned or DSEU for the same.
- d. A four (4) cover system shall be followed for the bid. The bids submitted, shall comprise of the following 4 covers:



- **Fee cover:** EMD is exempted but declaration as per form 11 to be uploaded
- **PreQual:** Bidder pre-qualification criteria will be examined
- **Technical: Technical Criteria for the bidders**
- **Commercial** Financial Bid of eligible candidate

f. The Bid shall include the following documents:

S. No	Document Type	Document Format
1	Fee Cover	EMD Declaration Form-11
2	Prequalification Bid	The Prequalification Bid shall be prepared in accordance with the requirements specified in this document and formats provided in Annexure, Section I of this tender document
3	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this document and formats provided in Annexure, Section I of this tender document
4	Financial Bid	The Financial Bid shall be prepared in accordance with the requirements specified in the format prescribed in Annexure, Section II of this tender document.

- g. The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., as per the formats given in the RFP document at <https://govtprocurement.delhi.gov.in/>.
- h. DSEU shall not receive any late proposals i.e., proposals reaching after the submission date for any reason whatsoever and shall return the same to the bidder.
- i. The bidder(s) should note that the bids will be evaluated on the basis of documents referenced against evaluation criteria of the pre-qualification, annexures, technical bid, commercial bid and compliance to technical specification only.
- j. DSEU will not accept the delivery of the bids and any other supporting documents, in any manner, other than that specified in this tender document. Any bid delivered in any other manner shall be treated as defective, invalid and rejected.
- k. It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the DSEU reserves the right to reject the bid.
- l.** Instruction for Soft Copy Submission: The offer will be accepted online only on e-procurement portal as mentioned on or before the last date of submission of bids **8-12-2021 on or before 17:00 hrs.**
- A. Signed copy of bid document as a token of acceptance of the clauses and terms & conditions of the RFP.
- B. Letter of Authorization / Power of Attorney

## 2.2 Bidder Qualification

- a. The Bidder as used shall be a registered legal entity in India and bidder should have legal existence of at least ten (10) years as on the date of publication of the bid and bidder should have operational offices in India.
- b. The Bidder must be a registered company under the Indian Companies Act, 1956 or the Indian Companies Act, 2013 or a Society/ Trust registered under Registration Act, 1860 or the Act, 1882, Central and State Public Sector Entity and or any other applicable statute conforming to the rules laid down by the concerned State Government. The Bidder or a member of the Consortium may either be a sole proprietorship firm/a partnership firm/a limited liability partnership/a company incorporated under the applicable laws of its origin.
- c. The lead bidder must be profitable from its operations for the last three financial years (the last three years owing to COVID shall be taken as FY 2017-18, 2018-19 and 2019-20).

- d. The Bidder should have, during the last three years (the last three years owing to COVID shall be taken as **FY 2017-18, 2018-19 and 2019-20**), neither failed to perform on any agreement, as evidenced by imposition of penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration against the bidder, nor been expelled from any project or agreement or have had any agreement terminated for breach, as evidenced by imposition of a penalty by a final arbitral or judicial pronouncement against the bidder. Self-certificate from the bidder's authorized representative may be used as a supporting document for this criterion.
- Please note that at any point in time, if the Client finds that self-certificate is forged or misinformation is provided to the University, then the bidder is liable to be disqualified, barred from participating in any future bidding process and the University has the right to claim the cost and any losses that the University has suffered due to such action.
  - In case, due to such misrepresentation, the work gets awarded and commences, and the bidder does not have the ability to perform the work, the University has the right to recover the money back along with the compounding interest rate (8%).
- e. Bidding firm(s): the Bidder can be a single company or Society or Trust or a consortium of companies, Societies or Trusts or any of the combinations as defined in Section 2.2.b
- f. The number of partners in the consortium including the Prime Applicant should not exceed three.
- g. The Prime Applicant should be the Single Point of Contact (SPOC), who has signed the Bid Forms, which are part of Technical and Commercial bids. The SPOC may be either the Principal Officer or their duly Authorized Representative. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Principal Officer or the Authorized Representative.
- h. It is further clarified that the SPOC must certify whether he/she signs as the Constituted Attorney of the Company. The authorization shall be indicated by a written Power of Attorney accompanying the Qualification Bid.
- i. If jointly bidding, the bid should include a brief description of the roles and responsibilities of individual members;
- A. An individual bidder cannot at the same time be a member of a Consortium applying for the Assignment.
  - B. Further, a member of a particular Bid Consortium cannot be a member of any other Bid Consortium applying for the Assignment;
  - C. No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/consultant is a consortium).
  - D. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal.
    - i. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia: a) clearly outline the proposed roles and responsibilities, if any, of each member;
    - ii. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;
    - iii. clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Assignment, if awarded to the Consortium;
    - iv. except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

## 2.3 Instructions for Prequalification and Technical Bid Preparation

- a. The Prequalification and Technical Bid should contain a detailed description of how the bidder will conduct required services as outlined in this RFP. It should articulate in detail, as to how the bidder's proposed solution meets the requirements specified in the RFP.
- b. The Technical Bid shall not contain any pricing information.

- c. Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. DSEU will evaluate the bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
- d. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. DSEU's interest is in the quality and responsiveness of the proposal.
- e. Manpower deployment: Selected bidder must deploy personnel with requisite qualification and sufficient experience as per the scope mentioned under this RFP.

## **2.4 Instructions for Commercial Bid Preparation**

- a. Unless expressly indicated, the bidder shall not include any technical information regarding the services in the commercial bid.
- b. Prices shall be quoted entirely in Indian National Rupees (INR).
- c. No adjustment of the contract price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract.
- d. The price should be quoted exclusive of all taxes, duties, and charges and levies as applicable.
- e. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the project.
- f. Discount, if any, must be merged with the quoted prices and not indicated separately. Any discount offered separately shall not be taken into account for evaluation purposes.

## **2.5 Minimum Qualification Criteria**

- a. The bidder must be a legal entity as defined in Section 2.2. The bidder should be in business for at-least ten years as on bid submission date.
- b. Over the last five (5) years, the lead company or any member of the Consortium should have provided advisory services to a government or Private agencies in India within education, training or skills sector related to:
  - i. At least one project involving large-scale transformation in education, training or skilling space/ with a total consultancy fee of at least INR 1 crore or two similar completed works costing not less than INR 70 lakhs each in the last 3 financial years (Last 3 Financial years as defined in the RFP)
  - ii. At least one project involving assistance to the client in implementation of projects/interventions/policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU) with a total consultancy fee of at least INR 1 crore.
- c. The bidder Has a minimum average annual turnover of INR 1 crore in the last three financial years i.e., FY 2017-18, 2018-19 and 2019-20 (due to COVID-19) with average annual revenue from consultancy services for the last 3 financial years i.e., FY 2017-18, 2018-19 and 2019-20 (due to COVID-19 last two financial years being disregarded) is INR 1 (One) Crore.
- d. The bidder should have, during the last three years (the last three years owing to COVID shall be taken as FY 2017-18, 2018-19 and 2019-20), neither failed to perform on any agreement, as evidenced by the imposition of penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration against the bidder nor been expelled from any project or agreement or have had any agreement terminated for breach, as evidenced by the imposition of a penalty by a final arbitral or judicial pronouncement against the bidder.

## **3. OPENING OF BIDS, EVALUATION AND AWARD OF CONTRACT**

### **3.1 Opening of Bids**

The bid shall be opened in the presence of bidder(s) representatives (only one) at bid opening sessions on the specified date, time and address as mentioned in the ‘Bidding Data Sheet’.

### 3.2 Bid Evaluation Criteria

#### A. Preliminary Examination

The Evaluation Committee duly appointed by DSEU shall see the following:

- a. The Committee will examine the Technical Bids to determine whether they are complete, whether the Bid format conforms to the Bid Document requirements, whether the documents have been properly signed, and whether the Bids are generally in order.

The Committee may waive any informality or nonconformity or irregularity in a bid which does not constitute a material deviation according to the Committee, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

#### B. Evaluation Methodology

- i. The Evaluation Methodology proposed to be adopted by the Committee will be the Quality cum Cost Based Selection (QCBS) method.
- ii. Technical and Commercial bids will get weightages as under:

S. No	Proposal	Technical bid score weightage	Commercial bid score weightage
1	Selection of agency for Project Development and Management Consultants for Delhi Skill and Entrepreneurship University	75%	25%

- iii. The bid that obtains the highest Total Score (TS) value will be rated as the Successful Bidder.

#### C. Clarification

- i. When deemed necessary, during the Bid Evaluation process, DSEU may seek clarifications or ask the bidders to make presentations on any aspect(s) from any or all the bidders. However, that would not entitle the bidder(s) to change or cause any change in the substance of the bid submitted or price quoted. The technical bid shall consist of a detailed approach and methodology along with timelines and all other documents mentioned in the RFP. The technical presentation is required to be given on a separate date and time which shall be communicated in due course. The bidders are requested to note that technical presentations shall not have any content which is not submitted as part of the technical bid document submitted as part of the proposal. The technical bid (including the approach and methodology) shall be received in report format and not as a presentation.
- ii. The Commercial Bids of disqualified bidders will be returned unopened on formal written request to DSEU.
- iii. Conditional bids will be rejected.

#### D. Evaluation Process

The evaluation process shall comprise of the following stages:

- i. Stage 1: Fee/Declaration Form
- ii. Stage 2: Prequalification Evaluation
- iii. Stage 3: Technical Evaluation

#### iv. Stage 4: Commercial Evaluation

The details of the evaluation procedure, under each of the above mentioned 3 stages, are given below:

#### **Stage 1: Prequalification Evaluation**

- Bidders who meet the minimum qualification criteria defined in Qualification Checklist, as per **Form-2(a) of Annexure Section-I** in this RFP, will be qualified and eligible for further bid evaluation.

#### **Stage 2: Technical Evaluation of Bids**

- Bidders who meet the minimum qualification criteria defined in the Prequalification checklist, as per stage 1 in this RFP, will be qualified and eligible for further bid evaluation.
- DSEU will evaluate qualified bidders on the basis of the Technical Bid submitted by them. Technical Presentations by the qualified bidders are proposed in the Technical Bid Evaluation. The objective of this step is to give bidders the opportunity to demonstrate their capabilities of proposed services/products to prove the idea and feasibility as envisioned in the RFP.
- The bidders who achieve the cumulative Technical Score of 70 marks shall be considered as Technically Qualified Bidders (TQB). Please note that the maximum technical score is 100.

The commercial bids of only the Technically Qualified Bidders of **Stage 2** shall be opened and considered for further evaluation.

#### **Stage 3: Commercial Evaluation of Bids**

The technical and commercial scores of the shortlisted bidders shall be taken into consideration for the QCBS Evaluation.

### **3.3 Opening of Commercial Bids**

The Commercial Bids of only Technically Qualified Bidders will be opened by the Committee appointed by DSEU in the presence of bidders' representatives (only one) who choose to attend the Commercial Bid opening on a date and time to be communicated to all the Technically Qualified Bidders. The bidder's representatives who are present shall sign a register evidencing their attendance. The name of the bidder, bid prices etc. shall be announced at the meeting.

### **3.4 Evaluation of Commercial Bids**

- i. It is mandatory for the bidder to submit the total quoted price exclusive of all tax, duties, charges and levies, as applicable, for the services duly filled in the format provided in Form-12 of Annexure Section-II.
- ii. The Commercial Bids shall be evaluated by DSEU for completeness and accuracy. Arithmetical errors will be rectified on the following basis.
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail.
- iv. Based on the Evaluation Criteria mentioned in the following clause, a Commercial Bid Score (SF) in percentage shall be assigned to each Bid.
- v. Commercial Bid Score (SF) in percentage for each bid shall be computed as follows:  $SF = 100\% \times (FL/ F)$ ; Where:
  - F is the Total Bid Price quoted in the bid under consideration
  - FL is the value of lowest Commercial Bid

### **3.5 QCBS Evaluation**

- i. As stated above, the Evaluation Methodology proposed to be adopted by DSEU will be Quality cum Cost Based System (QCBS) method of evaluation where Technical Bid Score will get a weightage of 75% (denoted by T) and Commercial Bid Score a weightage of 25% (denoted by C).

- ii. Description of variables used:
  - a. ST is the Technical Score for each Bid as calculated out of 100%
  - b. SF is Total Commercial Score (normalized) for each Bid
- iii. Bids will be ranked according to their combined Technical Score ST and Financial Score SF using the weights (T = the weight given to the Technical Bid; C = the weight given to the Commercial Bid; T + C = 100%):
- iv. Total Score (TS) for each Bid shall be computed as follows:

$$TS = ST \times T\% + SF \times C\%$$

The Bid that obtains the highest Total Score (TS) value will be rated as the Successful Bid.

### 3.6 Post Qualification and Award Criteria

- i. The Best Evaluated Bidder according to QCBS evaluation will be considered first for award of the contract by DSEU. The firm achieving the highest Total Score (TS) will be invited for an award of work.
- ii. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in that event, DSEU will proceed to the next Best Evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### 3.7 Notification of Award

#### A. Notification to Bidder

Prior to the expiry of the Bid validity period, DSEU will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by Letter of Intent (LOI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement.

#### B. Performance Security

Prior to signing the Agreement, DSEU shall promptly request the Selected Bidder to provide 3 % of the value of the contract as Performance Security pursuant to this RFP.

#### C. Signing of Agreement

The selected Bidder shall enter into agreement with DSEU by signing a contract, incorporating all the terms and conditions, deliverables, responsibilities, payment schedules, project schedule etc.

## 4. SCOPE OF WORK

The scope of work of the Project Development and Management Consultants would be to support DSEU in the following areas:

1. To define the overall strategy to achieve the vision of DSEU including a strategic roadmap, operating model, and implementation plan of short-term courses, providing vocational training, and upskilling opportunities to large numbers of youth in Delhi
2. To define and lead the empanelment process that may be adopted by DSEU to onboard relevant delivery partners for short-term courses
3. To liaise with selected delivery partners to set uniform and clear expectations and align on the course constructs - including program design, curriculum, incorporation of employability skills, and mapping to job roles as required
4. To identify critical delivery points/centres across the city (leveraging existing government infrastructure such as schools/colleges etc. on weekends and evenings) for the operation of the above courses at the scale envisioned. To further support DSEU staff in determining the physical infrastructure requirements (labs, computers, rooms etc.) at each of these centres and liaising with relevant Departments to ensure effective operation

5. To design a Management Information System for end-to-end delivery of the above courses and advise on the technical infrastructure to operationalize and manage the short-term courses. This is expected to include:
  - a. Benchmarking other institutions and designing the MIS & tech infrastructure for DSEU
  - b. Supporting DSEU in the onboarding of a technical vendor for project and coordinating with vendor's team on day-to-day basis to develop the requisite systems for DSEU
  - c. Day to day analytics for the same
6. To manage day to day operations across all centers for effective delivery of all short-term courses including:
  - a. Operations Management and Supervision
  - b. Issue Escalation & Resolution
  - c. Quality Checks and Audits - for which the PDMC should deploy a team of field staff for monitoring and quality checks on a regular basis
7. To formulate a governance mechanism for overall monitoring and review
8. To design the appropriate certification process for students who complete the courses and support the University in identifying the right partners for creation of this process including assessment rubrics and field implementation. To further coordinate with the partners to ensure effective operation of the Certification process
9. To manage branding & marketing, outreach, admissions & query resolution, grievance redressal, financial settlements, audits, and tracking etc. in coordination with DSEU
10. To help define an Organization Structure for DSEU to ensure long-term sustainability of the proposed programs. To develop the organization structure and provide recommendations for staffing requirements (skills, number) and draft terms and conditions for hiring of the staff
11. To be accountable for the project management of the PDMC itself, and the various ongoing University activities with regards to the short-term programs
12. To ensure long-term sustainability of the programs by ensuring handover to university officials before the completion of the project

The agency would be allowed to subcontract and employ resources from third party organizations/ individuals to execute the terms of this engagement. However, the final ownership of the deliverables shall rest with the organization so selected.

## 5. PAYMENT SCHEDULE

The payment milestones are indicated as below:

S. No	Project activity	Payment
1	On signing of the Agreement and satisfactory submission of the Inception report based on the recommendation of the Committee	10% of the project cost
2	Completion of every 3 months	One fourth of the remaining project cost (in four instalments as per deliverables identified in the Inception Report)

- a. The bidder shall achieve stated goals as per the inception report for raising the Quarterly invoice to the University.
- b. University upon receipt of that quarter's submission from the bidder, will evaluate them in reasonable time and give its acceptance or otherwise and then only the bidder will be eligible to be paid.

## **6. GENERAL CONDITIONS OF BID**

### **6.1 Bid Currencies**

Prices shall be quoted in Indian National Rupees (INR).

### **6.2 Authentication of Bids**

The original and all copies of the Bid shall be typed or written in indelible ink. All copies of the bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement. All pages of the Bid, except for unamended printed literature, shall be initialled and stamped by the person or persons signing the Bid.

### **6.3 Amendment of RFP Document**

At any time before the deadline for submission of bids, DSEU may, for any reason, at its own discretion, modify the Bid Document through an amendment notice. Any amendments made into this document shall be communicated by means of notification and shall be published on <https://govtprocurement.delhi.gov.in/>

DSEU shall not be responsible if the bidders fail to make note of such amendments. All such amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned websites on a regular basis for checking necessary updates. DSEU also reserves the right to amend the dates mentioned in this RFP for the bid process.

### **6.4 Validation of Interlineations in Bid**

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

### **6.5 Cost of Bidding**

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DSEU to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process. This RFP does not commit DSEU to award a contract or to engage in negotiations. Further, no reimbursable costs may be incurred in anticipation of award of a contract for implementation of the project.

### **6.6 Language of Bids**

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of DSEU and will not be returned.

### **6.7 Bid Prices**

- a. The bidder shall indicate the price in accordance with format provided in the RFP and same will be used for the purpose of evaluation of bids by DSEU. Quoting disproportionately high and low bid prices may lead to rejection of the bid at the discretion of DSEU.
- b. The bidder shall prepare the bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by DSEU.

### **6.8 Bid Validity Period**

- a. The proposals shall be valid for a period of ninety (90) days from the date of opening of bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws their proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws their proposal.



- b. In exceptional circumstances, at its discretion, DSEU may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing/ email.

## **6.9 Modifications and Withdrawal of Bids**

No proposal may be modified/withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

## **6.10 Contacting DSEU.**

- a. No Bidder shall contact the DSEU on any matter relating to its Bid, from time of opening of bid to the time the work is awarded. If the Bidder wishes to bring additional information to the notice of the RFP Issuing Authority, the same should be done in writing to DSEU. The RFP Issuing Authority reserves the right to decide whether such additional information should be considered or otherwise.
- b. Any effort by a Bidder to influence the RFP Issuing Authority in its decision on Bid evaluation, Bid comparison or contract award may result in disqualification of the Bidder's Bid and also forfeiture of their Bid security.

## **6.11 Right to accept any Bid and to reject any or all Bids**

DSEU reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for action so taken. In case of a single bid, DSEU reserves the right to award the work to a single bidder.

## **6.12 Expenses for the Agreement**

The incidental expenses of execution of the Agreement/Contract shall be borne by the successful Bidder.

## **6.13 Failure to agree with the Terms & Conditions of the RFP/Contract**

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award.

## **6.14 Rejection on grounds of malpractices**

- a. Bidders may specifically note that while evaluating the proposals, if it comes to DSEU's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the DSEU.
- b. DSEU will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question.

For the purposes of this provision, the terms are set forth as follows:

- i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to improperly influence the actions of another party;
- ii. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to improperly influence the actions of another party;
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;
- v. "Obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to DSEU in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party

to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

## 6.15 Concessions permissible under statutes and Income Tax Liability

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible under the statutes including the benefit under Goods and Services Act, 2017, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. DSEU will not take any responsibility towards this. However, DSEU may provide necessary assistance, wherever possible, in this regard.

The Bidder and Personnel shall pay such direct and indirect taxes, duties including import duties, fees and other impositions levied under the Applicable Laws in India.

## 6.16 Force Majeure

### 6.16.1 Definition of Force Majeure

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents' employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 6.16.2 Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances which:

- a. is beyond the reasonable control of the affected Party;
- b. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- c. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- d. is of an incapacitating nature/unforeseeable circumstance and prevents or causes a delay or impediment in performance.

**Notification procedure for Force Majeure:** -The Affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure, it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

### 6.16.3 Consultation and duty to mitigate

- a. The affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be

implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

#### **Extension of time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## **6.17 Intellectual Property Rights**

**a) Background IPR.** Each Party owns and retains all rights, title and interests in and to its Background IPR. DSEU grants to bidder a worldwide, non-exclusive, royalty-free, sub licensable and non-transferable license to use DSEU's Background IPR to the extent necessary to enable bidder to perform the Agreement.

For the purpose of this Agreement, "Background IPR" means any intellectual property rights: (i) developed by a Party independently of the Agreement; or (ii) owned by a Party, or licensed to such Party (other than by the other Party), at the commencement date of the Agreement, including any and all derivative works including modifications or enhancements to the same made before, during, and after the Agreement.

#### **b) Deliverables.**

**i.** Deliverables. Subject to Clauses 6.17a, 6.17b (ii) and (iii), and payment of Fee, bidder assigns to DSEU the Foreground IPR contained in the Deliverables. For the purpose of this Agreement, "Deliverable(s)" means final versions of presentations, reports, films, sound and video recordings prepared during the Agreement, as agreed in writing to be delivered by bidder as part of the Services.

"Foreground IPR" means all intellectual property rights resulting directly from and created or acquired by bidder during the Agreement, except: (i) Background IPR; and (ii) third party intellectual property rights.

**ii.** DSEU acknowledges and agrees that bidder prepares the Deliverables solely for DSEU's internal use. DSEU will not disclose the Deliverables or make the Deliverables available for use by any third party without the prior written consent of bidder. DSEU will procure that any third party to which it wishes to disclose the Deliverables or any other bidder materials or work must first sign bidder's standard form of non-reliance letter. If bidder agrees to DSEU disclosing the Deliverables to third parties, DSEU agrees that bidder will not be responsible for any losses incurred by DSEU or any third party as a result of or in connection with such disclosure, or the third party's use of, or reliance on the Deliverables or any other aspect of bidder's work.

**iii.** Bidder will not be precluded from developing for itself, or for others, anything, whether in tangible or non-tangible form, that is competitive with, or similar to, any of the Deliverables, provided that Bidder does not use any DSEU Confidential Information for which it does not have a license to use for such purposes. In addition, Bidder is free to use its general knowledge, skills and experience and know-how, expertise, ideas, techniques, approaches, concepts, or designs used, developed or acquired by or on behalf of Bidder in the course of the Agreement, including, but not limited to, any know-how, concepts or information retained in the unaided memory of Bidder's employees or agents as a result of authorized access to DSEU Confidential Information.

#### **c) DSEU Data.**

**i.** DSEU owns DSEU Data. Except for the rights expressly granted in the Agreement, all rights, title and interest in and to any and all proprietary rights in DSEU Data will remain with and be the exclusive property of DSEU.

For the purpose of this Agreement, "DSEU Data" means the original data or information, in any form, that is provided to Bidder by or on behalf of DSEU (including DSEU Personal Data).

**ii.** DSEU grants to Bidder a worldwide, non-exclusive, royalty free, irrevocable license, including the right to grant sublicenses to Bidder's affiliates, subcontractors and third party consultants or experts performing services for Bidder under the Agreement, to access, use, copy, display, perform, store, host, retrieve, anonymize, process, aggregate, mine, analyze, and modify DSEU Data, and to compile, combine or incorporate such DSEU Data with

or into other data and information, for the purpose of the Agreement and as required to provide the Services and Deliverables. DSEU will obtain all rights necessary and permissions relevant or necessary for such purposes, and to the extent required, notify any individuals or entity who own or have an interest in DSEU Data, to ensure that Bidder can access and use DSEU Data for the purposes of the Agreement. DSEU acknowledges and agrees that Bidder may use and upload DSEU Data to a secure cloud-based solution and/or cloud-based file storage and sharing solutions when providing Services to DSEU.

## 6.18 Confidentiality

- a) Confidentiality. Except as set out in sub-clauses (c) and (d), each Party will keep confidential the Confidential Information of the other Party.
- b) Exclusions. Confidential Information will not include information that: (a) is previously known to, or in the possession of, the receiving Party without an obligation not to disclose; (b) is acquired by a receiving Party from a third party which was not, to the receiving Party's knowledge, under an obligation not to disclose such information; (c) which the receiving Party can demonstrate was independently developed by or for the receiving Party without reliance on any Confidential Information of the other Party; or (d) becomes publicly known and made generally available, through no breach of the Contract.
- c) Permitted Use. Each Party may copy and use Confidential Information of the other Party only to the extent reasonably necessary for purposes of the Agreement. Each Party will protect the Confidential Information of the other Party in the same manner it protects the confidentiality of its own Confidential Information, but in no event using less than a reasonable standard of care. Each Party will restrict access to the Confidential Information of the other Party to those of its personnel (including personnel employed by its affiliates) and subcontractors engaged in the performance, management, receipt, support, or use of the Services for the Agreement. Such access is permitted provided that such personnel and third parties are bound by obligations of confidentiality substantially similar to the confidentiality provisions under this Agreement.
- d) Legal Proceedings. If a Party receives an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction requiring disclosure of the Confidential Information of the other Party, to the extent legally permitted it will promptly notify the disclosing Party. If requested by the disclosing Party, the receiving Party will reasonably cooperate with the disclosing Party (at the disclosing Party's request and expense) to oppose or limit the extent of such disclosure.
- e) DSEU Personal Data. DSEU will use all reasonable efforts to ensure that it does not send any Personal Data to the Bidder. Notwithstanding the foregoing, if the Parties agree that Bidder will process DSEU Personal Data on DSEU's behalf as part of the Services, the Parties will enter into a data processing agreement incorporating the terms required under the applicable data protection legislation. DSEU will be the controller determining the purposes and manner in which DSEU Personal Data is processed and Bidder will be the processor as such terms are defined under applicable data protection legislation.
- f) For the purpose of this Agreement, "Confidential Information" means any trade secrets or other information that is disclosed by one Party to the other Party under the Agreement and that is either (a) conspicuously marked or otherwise identified as confidential or proprietary at the time of disclosure; or (b) is reasonably understood to be confidential based upon the nature of the information disclosed or the circumstances of the disclosure. Confidential Information may be of a technical, business, or other nature (including, but not limited to, information which relates to a Party's technology, research, development, products, services, pricing of products and services, customers, employees, contractors, marketing plans, finances, contracts, legal affairs, or business affairs). Confidential Information excludes algorithms, source or object code contained in Foreground IPR assigned by Bidder to DSEU.
- g) "DSEU Personal Data" means the information, in any form, provided to Bidder by or on behalf of DSEU that alone, or in combination with other information: (a) is considered personal data or personal identifiable information under the applicable data privacy laws; or (b) identifies or could be reasonably used to identify an individual data subject, including names, addresses, email addresses (beyond log-on business email), telephone numbers, government identification numbers or any other personally identifiable information.

## 6.19 Settlement of disputes

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

In case the disputes are not settled amicably within 60 days after receipt by one Party of the other Party's request for such amicable settlement, either Party may request for settlement by Arbitration and arbitration proceedings shall be setup in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended and updated from time to time. In case of need for arbitration, the matter will be referred to an independent arbitrator, as appointed by Government of NCT of Delhi, on receipt of request of either party. The seat, or legal place, of arbitration shall be at New Delhi. The language to be used in the arbitral proceedings shall be English. The Agreement is governed by and construed in accordance with the laws of India.

## 6.20 Penalty & Termination

1. In case the successful bidder fails to perform the services as per scope of work as per timelines. Thereafter, a penalty @ 0.5% per week of total value of contract or part thereof subject to a maximum ceiling of 10% may be applied.
2. The Bidder has to accept the penalty clause as stated above otherwise the bid will be considered as invalid.
3. DSEU reserves the right to cancel the work order/contract in part or in full for default or delay in execution of the assigned work. Successful Bidder must be given one official warning before cancellation/termination of work order/contract.
4. Events of Default: - Each of the following events or occurrences shall constitute an event of default ("Event of Default") under the Contract:
  - a. Successful bidder fails or refuses to pay any amount due under the Contracts.
  - b. Successful bidder fails or refuses to deliver work conforming to his Bid document/ specifications, or fails to execute the works assigned to them within the period specified in Terms of Reference of the contract or any extension thereof.
  - c. Successful bidder becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the contractor's creditors file any petition relating to bankruptcy of the contractor."

## 6.21 Law governing contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.

For the purpose of the Agreement, "Applicable Laws" means any and all laws or regulations applicable to the Parties' respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export, and any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, each as amended and updated from time to time.

## 6.22 Indemnity

- i. Bidder indemnifies DSEU from any Losses arising out of any claim brought by a third party that DSEU's use of the Services or Deliverables as contemplated by the Agreement infringes any third-party intellectual property rights (excepting any third party's patent) provided always that DSEU's use of such Services and Deliverables is in compliance with the Agreement and applicable laws. If DSEU's compliant use of the Services or Deliverables infringes any third-party intellectual property rights, DSEU's sole remedy (other than this indemnity) is for Bidder, at Bidder's option, to either: (i) procure DSEU's continued full use of the Deliverable as contemplated by the Agreement;(ii) substitute the infringing Deliverable, or (iii) modify the Deliverable so that they become non-infringing. This remedy will not apply if DSEU is using any modified version of a Deliverable that was not approved by Bidder; if DSEU uses Deliverables for a purpose other than that contemplated by the Agreement or if DSEU uses a Deliverable in a manner not compliant with the Agreement. DSEU will use all reasonable endeavours to mitigate its Losses, arising out of any third party IPR claim.

For the purpose of this Agreement, "Losses" means any demand, losses, damages, debts, costs, including reasonable legal costs and disbursements, and expenses.

- iii. DSEU indemnifies, defends and holds Bidder, its affiliates and their respective directors, officers, partners, members, representatives, agents and successors and assigns (the "Bidder Indemnified Parties") harmless from any actual or threatened claims, and Losses, including as a party or witness in any claim, arising from or related to (a) any disclosure of the Deliverables by DSEU to a third party, or any use of, or reliance on, the Deliverables by such third party; (b) any third party claim that Bidder's use of DSEU's intellectual property rights or DSEU Data in performance of the Services breaches any third party intellectual property rights or the confidentiality of any third party; and (c) a third party claim against Bidder with respect to any decisions made or actions taken by DSEU based on outputs obtained from Bidder Services and Deliverables.

## 6.23 Limitation of Liability

- i. Subject to subclause (iii) below, in no event will a Party be liable to the other Party for any: (a) indirect, special, exemplary, incidental or consequential damages; or (b) direct or indirect damages arising from loss of business, data, profits or goodwill, in each case whether arising out of contract (including under an indemnity), tort (including negligence), statute, strict liability or otherwise, resulting from or related to the Agreement, whether or not such Party knew of should have known of the possibility of any such damages.
- ii. Subject to subclauses (i) and (iii), under no circumstances will Bidder's aggregate liability to DSEU for any and all claims, including third party claims, or Losses arising from or in connection with or relating to the Agreement, whether in contract (including under an indemnity), tort (including negligence), strict liability, statute or otherwise, exceed an amount equal to the Fees paid by DSEU to Bidder for the Service or Deliverable that gave rise to the claim.
- iii. Notwithstanding anything else to the contrary, in respect of a defaulting Party, nothing in this Agreement limits or excludes liability for: (x) personal injury or death caused by the defaulting Party's negligence; (y) fraud; or (z) any matter for which it would be illegal to exclude or limit liability. Nothing herein limits DSEU's obligation to pay the Fees for Services performed.

## 6.24 Jurisdiction

The Courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this RFP document.

## 6.25 Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

- DSEU, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - ii. consult with any Bidder in order to receive clarification or further information;
  - iii. retain any information and/or evidence submitted to DSEU by, on behalf of and/or in relation to any Bidder; and/or
  - iv. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
  - v. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases DSEU, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future. All documents and other information provided by the Bidder or submitted to DSEU shall remain or become the property of the Client and the concerned State Governments. Applicants are to treat all information as strictly confidential. DSEU will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder in relation to the consultancy shall be the property of DSEU. The DSEU reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience.

**Section I – Format for Qualification and Technical Bid**  
**Form 1 – Bid Main Cover Letter**

To,

Registrar,  
Delhi Skill and Entrepreneurship University,  
DSEU Dwarka Campus,  
Sector 9, Dwarka, New Delhi

Sir,

Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP for “Selection of agency for Project Development and Management Consultants (PDMC) for operating Short-Term Courses being launched by the Delhi Skill and Entrepreneurship University (DSEU)”.

Each page of the Technical and Commercial Bid has been signed by the Authorized Signatory.

1. We do hereby undertake that, in the event of acceptance of our bid, the services shall be provided as stipulated in the RFP document and that we shall perform all the incidental services.
2. We agree to abide by our offer for a period of 90 days from the date of opening of bids.
3. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the bid and we do hereby undertake to provide services as per terms and conditions mentioned in the RFP.
4. The information contained in this Bid or any part thereof, including its exhibits, schedules, and other document(s) delivered or to be delivered to DSEU, is true, accurate, and complete.
5. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

(Signature) (In the capacity of)

Date:

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company) Seal/Stamp of bidder

## Form 2(a): Pre-qualification Criteria checklist

Criteria No.	Criteria Description	Documents Required	Document Ref Page No.
1.	<p>a. The Bidder (defined as lead bidder and a maximum of two consortium members) must be a legal entity.</p> <p>b. The Bidder should be in business for at least ten years as on bid submission date</p>	Copy of certificate of incorporation or equivalent indicating commencement of business of the bidder	
2.	The lead bidder must have minimum average annual turnover of INR 1 crores from two out of last three financial years i.e., FY 2017-18, 2018-19 and 2019-20 (due to COVID-19 last financial year is disregarded) with average annual revenue from consultancy, advisory and training services for the last 3 financial years i.e., FY 2017-18, 2018-19 and 2019-20 (due to COVID-19 last financial year being disregarded) of 70 Lakhs.	As per Form-10	
3.	The bidder should have, during the last three years (the last three years owing to COVID shall be taken as FY 2017-18, 2018-19 and 2019-20), neither failed to perform on any agreement, as evidenced by imposition of penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration against the bidder, nor been expelled from any project or agreement or have had any agreement terminated for breach, as evidenced by imposition of a penalty by a final arbitral or judicial pronouncement against the bidder.	As per Form 13	
4.	<p>Over the last five years, the lead bidder or any member of the Consortium should have provided advisory services to a government or a government agency in India within education or skilling sector related to:</p> <p>(i) At least one project involving large-scale transformation/ business process re-engineering/ policy reforms/ undertaking feasibility assignments for structuring projects with a total consultancy fee of at least INR 1 crore or two similar completed works consisting of not less than INR 70 Lakhs each.</p> <p>(ii) At least one project involving assistance to the client in implementation of projects/ interventions/ policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU) with a total consultancy fee of at least INR 1crore.</p>	Work orders/ agreement/ LoI/ completion certificate	



5.	<p>Over the last five (5) years, the lead bidder should have directly or as a lead member of the consortium provided advisory assistance in India on large-scale assignments/ programmes involving skilling, education, university inception, or inception of a large education conglomerate or have partnerships with/ undertaken projects for recognized entities in the skilling ecosystem such as NSDC, the Sector Skill Councils with minimum fee of INR 1 crore or two similar completed works costing not less than INR 70 Lakhs each.</p> <p>[Experience of working with central / state government organizations / State Skill Development Missions / donor agencies which involves working on skill development schemes (PMKVY, Special Projects, Apprenticeship, Entrepreneurship etc.) involving coordination with NSDC / SSCs will also suffice. However, bidders must clearly mention the nature of engagement with NSDC/ SSCs along with proof to substantiate the claim.]</p>	Work orders/ agreement/ LoI/ completion certificate	
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In case of a consortium, a copy of certificate of incorporation, Form 10 has to be submitted for each consortium member and Minimum Qualification Criteria for average annual turnover should be satisfied by the Lead Member.

Name & Signature

**Authorized Signatory Company Seal**

## Form 2(b): Evaluation Criteria

S. No.	Minimum Qualification Criteria	Max. Marks	Documents Required
A	<p><b>Firm credentials</b></p> <p>Annual turnover from consultancy services in India (excluding audit, taxation, IT implementation) for the year 2019-20</p> <p>Scoring:            INR 1-100 Crores = 3 marks            INR 100-300 Crores = 6 marks            INR 300+ Crores = 10 marks</p>	10 marks	<p>Extracts from the audited Balance sheet and Profit &amp; Loss Account; OR Certificate from the statutory auditor OR Certificate from CA</p> <p>Refer Form 4 in Annexure</p>
B	<p><b>Relevant Project Experience</b></p> <p>Expertise in providing consulting on skilling-oriented projects with a focus on short term employability related skills (the work should include vision setting, strategic roadmap, implementation planning, PMU set up and implementation support, governance reform, and coordination between a wide range of stakeholders and partners) with Ministries, Departments or Private sector organisations in the skills/education sector</p> <p>Projects must have been executed for within the last 5 years</p> <p>Scoring:            1 project = 5 marks            2 projects = 10 marks            3 or more projects = 20 marks</p> <p>For &gt;3 projects, the projects will be evaluated against the size (both in terms of coverage, scale, and quantum), quality and impact.</p> <p>Any ongoing projects will also be considered in the evaluation</p>	20 marks	<p>Bidders should submit any of the following:</p> <ul style="list-style-type: none"> <li>a) PO issued by the Government Department/ Private Agency</li> <li>b) Project Completion certificate</li> <li>c) Work order</li> <li>d) CA certification</li> </ul> <p>Project Experience of the firm to be submitted as per the format provided at Form 4 of annexures of this RFP.</p>
C	<p><b>Project Case Study</b></p>	15 marks	<p>Case study should include details of the end-to-end effort</p>

	<p>One detailed case study on short term skilling or related large scale employability enhancement project. Project should be most relevant to the given scope of work including operationalizing short term skilling programs by managing multiple stakeholders.</p>		<p>including scale of the exercise, details in implementation undertaken and impact achieved</p> <p>References and/or recommendations of Government stakeholders can be included.</p> <p>The case study will be evaluated based on the following criteria</p> <ol style="list-style-type: none"> <li>Size &amp; scope of the program</li> <li>Depth of activities and interventions</li> <li>Impact and outcomes delivered</li> <li>References, if any</li> </ol>
D	<p><b>International Experience</b> Expertise of public sector transformation in international geographies that may be of immediate relevance to this project or have direct, applicable learnings</p> <p>Scoring: 1 project = 1 marks 2 projects = 2 marks 3 or more projects = &gt;2 marks</p> <p>For &gt;3 projects, the projects will be evaluated against the relevance of learnings to the scope of work, quality and impact.</p>	5 marks	<p>Bidders should submit any of the following:</p> <ol style="list-style-type: none"> <li>PO issued by the Government Department/ Private Agency</li> <li>Project Completion certificate</li> <li>Work order</li> <li>CA certification</li> </ol>
E	<p><b>Qualification &amp; competence of the proposed team</b></p>	20 marks (as detailed below)	CVs to be submitted as per the format provided at Form 7 of Annexures of this RFP.
F	<p><b>Approach and Methodology</b></p> <p>Detailed presentation to be made by the Bidder to DSEU at a date and time identified by the DSEU and communicated to all eligible Bidders</p>	30 marks	<p>Presentation will be evaluated based on:</p> <ol style="list-style-type: none"> <li>Understanding and clarity of objective of the study</li> <li>Detailed analysis and activities plan with respect to scope in the TOR</li> </ol>

			<p>c) Framework and tools to be employed to support the proposal</p> <p>d) Description of work plan with timelines through the project</p> <p>e) Identification of risks and mitigation plan</p> <p>f) Innovative ideas and proposals</p> <p>Approach and methodology to be submitted as per Form 8 of the Annexures of this RFP.</p>
	<b>Total</b>	<b>100 marks</b>	

Following key personnel are required for the implementation of the project:

<b>S . N o .</b>	<b>Position</b>	<b>Education Qualification</b>	<b>Experience</b>
1	<b>Project Director (1)</b>	Master's Degree in Business Administration from a reputed University or Institution	<ul style="list-style-type: none"> <li>• Minimum 20 years of professional experience in advisory/consulting</li> <li>• Experience of leading at least 3 large-scale assignments/programs (involving strategy development, development of roadmap, implementation planning, PMU set up and implementation support) in the skilling/ education sector for a State/ Central Ministry, Department, or multilateral agency with a minimum consultancy fee of INR 3.5 Crores. Preference to be given to such experience in the public sector in India with a focus on PMU setup and implementation.</li> <li>• Minimum 10 years of professional experience in a leadership capacity with accountability and responsibility for performance, including outcomes, budget, timelines, client, and stakeholder management</li> <li>• Should be an employee of the firm for at least 2 years</li> </ul>
2	<b>Project Leader (Education Expert with expertise in running PMUs) (1)</b>	Master's Degree in Business Administration or Post Graduate degree in Education or Policy Studies from a reputed University or Institution	<ul style="list-style-type: none"> <li>• Minimum 10 years of professional experience in advisory/ consulting / social sector</li> <li>• Experience of managing/leading at least two large-scale assignments/programs involving strategy development, development of roadmap, implementation planning, PMU set up and implementation support for a government, government agency or multilateral agencies with a minimum fee of INR 1 crore. Preference will be given to such experience in India.</li> <li>• Should be an employee of the firm for at least 2 years</li> </ul>
3	<b>Consultants (3)</b>	Bachelor's Degree in Business Administration/ Economics/	<ul style="list-style-type: none"> <li>• Minimum 2-3 years work experience</li> <li>• Should have experience of working with the Government agencies / PSUs on topics related to large-scale transformation (involving strategy development, road-mapping, implementation planning, identifying PPP</li> </ul>

		Engineering, preferably MBA from a reputed University or Institution or equivalent Post Graduate qualification	models, PMU set up and implementation support) of social sectors such as agriculture, food security and distribution, nutrition, public health, public education, logistics and distribution
4	<b>Subject Matter Experts (3) at 20% capacity</b>	Bachelor's Degree in Business Administration/ Economics/ English/Engineering, preferably MBA from a reputed University or Institution or equivalent Post Graduate qualification	<ul style="list-style-type: none"> <li>● 1 SME with experience in English Language training/ skilling</li> <li>● 1 SME with experience in Short Term Skilling</li> <li>● 1 SME with experience in MIS design/ relevant technology infrastructure design and implementation</li> <li>● SMEs should have 8-10 years of experience in relevant field</li> </ul>
5	<b>Field Force (Variable – 1 per 3 centres)</b>	Graduate degree or equivalent	<ul style="list-style-type: none"> <li>● Minimum 2 years of appropriate experience in supporting government agencies/ PSUs on implementation projects, experience in managing multiple stakeholders</li> <li>● Field force will be variable in nature and will be deployed in line with launch of centres</li> </ul>

The on-ground team must consist of at minimum, 1 Full-Time Project Leader and 3 Full-Time Consultants with 25% support from the Project Director. Field force must be available at 100% capacity and may be brought into the project as required.

Personnel will be evaluated on

1. General qualifications (education and professional experience): 20%
2. Adequacy for the assignment (relevant education, training, experience in social sectors, similar assignments): 80%

S. No.	Key Personnel	Number of Marks
1	Project Director	8
2	Project Leader	4
3	Associates / Consultants (3)	3 (1 each)
4	Subject Matter experts (3)	3 (1 each)
5	Field force	2
	<b>Total</b>	<b>20</b>

Note: Detailed evaluation criteria will be prepared by the Evaluation Committee for evaluation of the Qualification and Competence of the key personnel for the Assignment.

### Form 3: General Information about the Bidder

Details of the Bidder (Lead Bidder and Consortium)		
1.	Name of the bidder	
2.	Address of the bidder	
3.	Legal status of bidder	
4.	Details of incorporation of the sole/prime bidder	Date: Ref.#
5.	Details of Commencement of Business of sole/prime bidder	Date: Ref.#
6.	Valid Goods & Services Tax (GST) registration no. of sole/prime bidder	
7.	Permanent Account Number (PAN) of sole/prime bidder	
8.	Name & Designation of the contact person to whom all reference shall be made regarding this RFP	
9.	Telephone No.(with STD Code)	
10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	

Signature of Bidder

#### Form 4: FORMAT FOR SUBMISSION OF FIRM'S EXPERIENCE AND CREDENTIALS

[Using the format below, provide information on each assignment or which your firm/LLP/Agency was legally contracted either individually or as a firm/LLP/Agency, for carrying out services similar to the one requested under this assignment.]

Assignment name:	Approx. value of the contract (INR ):
Country: Location within the country:	Duration of assignment(months):
Name of Owner/Authorised person:	Total No. of man-months of the assignment:
Address:	Approx. value of the services provided by your firms/ LLP under the contract (INR ):
Start date (month/year): Completion date (month/year):	No. of professional man-months
Name of Partner or consortium firms, if any:	`
Narrative description of Project:	
Description of actual services provided in the assignment:	

## Form 5: Affirmative Statement for Conflict of Interest

[On the letter head of the organization]

### Self-Certificate

To  
Registrar,  
Delhi Skill and Entrepreneurship University,  
DSEU Dwarka Campus,  
Sector 9, Dwarka, New Delhi

Sir,

Bidder shall furnish on its Letterhead an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with DSEU.

Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

Yours sincerely,

Dated this Day of 2021

(Signature) (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address  
of Company)

Seal/Stamp of bidder



## Form 6: Self-Certificate for number and details of qualified Manpower/Employees

[On the letterhead of the organization]

### Self-Certificate

Registrar,  
Delhi Skill and Entrepreneurship University,  
DSEU Dwarka Campus,  
Sector 9, Dwarka, New Delhi

In response to the RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for quoting against the RFP as an Authorized Representative(s) of M/s. , I / We hereby declare, as on the date of submission of the proposal, have the following number of qualified personnel/ consultants for this PDMC.

#### Staff engaged \*

Name of Staff	Designation	Years of Experience	Area of Expertise

*\*Can be hired as a sub consultant/subcontractor*

Signature:

Name of the Authorized Signatory:

Designation:

\*\* Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp and submit profiles of the team along with a Self Certificate.

**Form 7: Curriculum Vitae for proposed staff (Key Personnel)**

1	Proposed position				
2	Name of firm				
3	Name of staff	[First] [Middle] [Surname]			
4	Date of birth				
5	Nationality				
6	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]			
7	Memberships of Professional Organizations				
8	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]			
9	Countries of Work Experience	[List countries where staff has worked in the last ten years]			
10	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
11	Employment record [Starting with present position, list in reverse order every employment held by staff member since	Name Organization	Position held	Duration	
				YYYY to present	

	graduation]			
1 2 .	Details of tasks assigned			
1 3 .	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned] Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:		
		Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:		
14.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.		

Date:

[Signature of staff member]

Day/Month/Year Full Name

of staff:

Date:

[Signature of authorized representative of the firm]

Day/Month/Year Full Name

of authorized representative:

For Key Professionals who are not employees of the firm:

I,<name>\_, certify that I am available to start work on this project when the notice to start work is issued by the Authority.

Signature of the proposed staff: \_\_\_\_\_

## Form 8: Description of the approach and methodology for the project

*Bidder to provide the detailed approach and methodology for extending services as per the Scope of Work mentioned under the RFP.*

**Form 9: Work plan for performing the assignment**

*Bidder to provide detailed activity schedule for the entire work plan for the project*

## Form 10: Financial Information

The applicant should give a declaration by a chartered accountant on their letterhead duly signed and sealed in the following format.

### To whomsoever it may concern

On the basis of audited financial statements, we hereby certify that (Name of Agency) having registered office at (Office address) has an average annual turnover of Rupees in the past three consecutive financial years (2017-18, 2018-19, 2019-20). The details of annual turnover are mentioned below:

Sl. No.	Financial Year	Annual Turnover (INR)	Net Profit (INR)	Net Worth (INR)	Revenue from consultancy (INR)
1	2017-18				
2	2018-19				
3	2019-20				
	Average Turnover				

Note: Audited financial statements for the past three years (2017-18, 2018-19, 2019-20) should be submitted by the Applicant.

(Chartered Accountant): Signature

Name Registration No. Contact No.

Seal: Date: Place:

## Form – 11 Bid Securing Declaration

### **Bid Declaration format (on firm/Company Letterhead)**

**Date :** \_\_\_\_\_

**Tender :** \_\_\_\_\_

To

The Registrar  
Delhi Skill and Entrepreneurship University  
DSEU Dwarka Campus  
Sector-9 Delhi -110077

### **Subject: Bid Security Declaration**

Sir,

I/We the undersigned declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
- 2) I/We accept that I/We may be disqualified / debarred from bidding against Delhi Skill and Entrepreneurship University tenders for a period of one year from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We
  - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or
  - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.
- 3) I/We understand this Bid Securing Declaration shall cease to be valid on the Thirty First day from following,
  - a) if I am/we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or
  - b) the expiration of the validity of my/our Bid or any extension thereof.

Date and Place

Signature and Name of Authorised Signatory  
(Insert legal capacity of person signing the Bid Security Declaration)



## Form 12: Format for Commercial Bid

<To be placed in a Commercial Bid file>

To  
Registrar,  
Delhi Skill and Entrepreneurship University,  
DSEU Dwarka Campus,  
Sector 9, Dwarka, New Delhi

Having examined the RFP document, the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to provide the services as required and outlined in the RFP for “**Selection of agency for Project Development and Management Consultants (PDMC) for operating Short-Term Courses being launched by the Delhi Skill and Entrepreneurship University (DSEU)**”.

I/ We have carefully read and understood the terms and conditions of the RFP and we do hereby undertake to provide the services as per terms and conditions mentioned in RFP.

- i. We are hereby submitting our complete commercial Bid as per the prescribed format.
- ii. The Commercial Bid is for the sum of INR [Amount in words and figures] for the complete project. This is exclusive of statutory taxes, duties, and charges and levies as applicable i.e., GST or any travel cost outside of Delhi.

This reflects the team deployment set out in the table below, as per the Staff Requirement. Incomplete table or deployment not in line with the minimum RFP requirement will lead to rejection of the financial bid.

Name / Position	Number of months deployed	Person Month Rate	Minimum % of time (as per RFP)	Fees for the assignment
Project Director	12		25%	
Project Manager/May be the PMO lead, if proposed	12		100%	
SME – 1 English Language	12		20%	
SME – 2 Short Term Skilling	12		20%	
SME – 3. Technology	12		20%	
Consultant (3 nos)	12		100%	
Field Force (15 no)	12		100%	
International experts (as required)				
Other experts (as required)				

1. Our Commercial Bid shall be binding upon us.
2. The Commercial Bid has been signed by the Authorized Signatory.
3. We understand and hereby accept that DSEU will evaluate our Bid on the basis of Total Contract Value quoted by us.
4. It is hereby confirmed that I/We are entitled to act on behalf of our corporation / company / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely, Dated:

(Signature) (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company) Seal/Stamp of bidder

## Form 13: Self-Certificate for successful compliance of contracts

To  
Registrar,  
Delhi Skill and Entrepreneurship University,  
DSEU Dwarka Campus,  
Sector 9, Dwarka, New Delhi 110077

In response to the RFP No.\_\_\_\_\_ dated\_\_\_\_\_for quoting against the RFP as an Authorized Representative(s) of M/s. I / We hereby declare that during the last three years (2017-18, 2018-19 and 2019-20) we have neither failed to perform on any agreement, as evidenced by imposition of penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration against the bidder, nor been expelled from any project or agreement or have had any agreement terminated for breach, as evidenced by imposition of a penalty by a final arbitral or judicial pronouncement against the bidder, nor have been blacklisted by any agency/ State Government/ Central Government, or have been indicted for corrupt and/or fraudulent practices.

Signature:  
Name of the Authorized Signatory: Designation:

(Note: Self-Certificate is to be attached on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp)