

Tender Document

1. Section : Instruction to Bidders

- a) This tender Document (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for delivery of the Services (hereinafter called 'the Services') as mentioned in Annexure-1. Bidders must go through the Tender Document for further details. 'Tender Information Summary' (TIS) is appended to Notice Inviting Tender (NIT) for ready reference only. The 'Services' may include incidental Goods and Works if so indicated. In this Tender Document, any generic reference to 'Services' shall be deemed to include such incidental Goods and Works.
- b) The Sections, Forms and Formats comprising this Tender Document are described in details. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats or other files that comprise this Tender Document.
- c) Bidder must submit the bid in the Forms/ Formats mentioned as mentioned in the tender document. The document being submitted shall be signed and stamp by authorised person of the vendor/firm. The university reserves the right to reject if documents are submitted without sign and stamp.
- d) Bidder must declare in his bid Form that he has read, understood, complied, and stands bound by all requirements of these sections.
- e) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
- f) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
- g) The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).
- h) The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.
- i) The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standee in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.
- j) Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or

in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

- k) Subject to provisions in the following clauses and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' stipulated in the Tender Document.
- l) Subject to the restrictions outlined in this Tender Document, any Bidder may propose to sub-contract a part of the contract for specialised items of services, provided that the names and details of the sub-contracts are clearly stated in the bid submitted by Bidder and provided further that such sub-contractor should not circumvent the eligibility condition laid down below. Procurement of material hire of equipment or engagement of labour shall not be considered as sub-contracting. Despite any approval granted by the Procuring Entity for such arrangements, the Bidder/ Contractor shall be solely and directly responsible for executing sub-contracted portions of the contract. The total value of the sub-contracting portion of services must not exceed the per cent of the contract price as specified in the Tender Document/ Contract (if not so specified 25 (twenty-five) percent). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract.
- m) Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form in annexure - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:
 - 1) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - 2) Receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
 - 3) Has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorise only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
 - 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
 - 5) Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non- bidder firm as a sub-contractor in more than one bid; or
 - 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule or requirements or the Tender Document etc) of this Tender process; or

- 7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.
- n) Bidder must quote for all the Services in the Schedule of Requirement; otherwise, offered bid would be rejected as nonresponsive.
- o) The Tender document can be downloaded from the Delhi Tender Procurement Portal (URL - <https://www.govtprocurement.delhi.gov.in>) or from tender section of the University Website (URL - <https://dseu.ac.in/tenders/>).
- p) The bids submitted through Delhi Tender Procurement Portal will be considered for evaluation only. Bid submitted through other means will not be considered and summarily be rejected without assigning any reasons and information to the bidders.
- q) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
- i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.
- r) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.
- s) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate. While quoting the basic rate, the bidder should offset the input credit available as per the GST Act.
- t) The currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
- u) Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account for first year of the contract. In case of extension of contract cost may be varied as per the formula given in the period of contract section.
- v) Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. However, the bidders' responsibility is to check the website(s) for any corrigenda/addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary.
- w) The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For

purposes of interpretation of the bid, translation in the language of the bid shall prevail.

- x) The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.
- y) Conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Procuring Entity shall permit only one bid to be submitted.
- z) The bidders are advised to ensure that there is no ambiguity with regards to quantities/ rates/ amounts in numerical digits and words in the Bid
- aa) Bids are liable to be rejected as nonresponsive if a Bidder:
 - a. fails to provide and/ or comply with the required information, instructions etc. incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
 - b. furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

2. Period of Contract

- a) The Services shall be contracted to be completed within a period of 12 months or one year, unless terminated earlier as per the contract. In addition, at the option of the Procuring Entity, the contract period may be extended by twenty four months or two years. Notice of renewal shall be provided by physical/ digital means to the Service Provider no later than thirty (30) days before the contract end on mutual consent of the parties involved and on the report submitted by Service Monitoring Committee of the University.

3. Bid Validity

- a) Bids shall remain valid for a period not less than 90 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.
- b) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended up to the next working day.
- c) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidder; responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

4. Submission of Bids

A Two (2) covers system shall be followed for the bid. The bids submitted, shall comprise of the following 2 covers:

- a. Cover A : Technical Bid
- b. Cover B: Financial Bid

The Technical Bid and Commercial/Financial should be prepared in accordance with the requirements specified in this tender document and the format provided in the Bidding Forms of this document. The financial bid shall be submitted in .xls format (Boq) downloaded with the tender document.

5. Evaluation of Bids and Award of Contract

- a) The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
- b) The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per sub-clause below, on such 'minor' issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.
- c) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
- d) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre- existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.
- e) The following are some of the crucial aspects for which a bid shall be rejected as nonresponsive:
 - 1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
 - 2) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
 - 3) The Services offered are not eligible as per the provision of this tender.
 - 4) Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the TIS.
 - 5) The bid validity is shorter than the required period.
 - 6) The bid departs from the essential requirements stipulated in the bidding document;
 - 7) Bidder has not quoted all Services or against a service as per Schedule of Requirement
 - 8) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations
- f) The evaluation process in Single/ multiple Cover(s) : This Tender Process is for multiple (two or more) covers Bids. Initially, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done whether

these bids meet the eligibility qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.

- g) Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria and technical specifications in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions. The Evaluation Methodology adopted by the Procuring Entity will be the Quality cum Cost Based Selection (QCBS) method. ii. Technical and Commercial bid will get weightage as under:

Technical bid score weightage	70%
Commercial bid score weightage	30%

The bid that obtains the highest Total Score (TS) value will be rated as the Successful Bidder. It is hereby stated that Bidders must score a minimum of 70 marks in Technical Evaluation to be considered as satisfactory for performing the contract.

- h) Evaluation of Financial Bids and Ranking of Bids

- a. Evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and a Financial Bid Score (SF) in percentage shall be assigned to each Bid as follows

Financial 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 Total Bid Price of the lowest Commercial Bid from amongst all technically qualified bidders.

- i) The contract shall be awarded to L1 bidder identified on basis of QCBS. Quality cum Cost Based System (QCBS) method of evaluation where Technical Bid Score will get a weightage of 70% (denoted by T) and Commercial Bid Score a weightage of 30% (denoted by C). 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

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%): Total Score (TS) for each Bid shall be computed as follows: $TS = ST \times T\% + SF \times C\%$. Minimum score to pass in technical evaluation is 70%. The firm achieving the highest Total Score (TS) will be invited for award of work after Preliminary Examination of Proposals and acceptance of terms and condition of the Tender document/Delhi Skill and Entrepreneurship University.

- j) The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the bid validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the Letter of Award - LoA) shall state the sum (hereinafter and in the contract called the Contract Price) that the Procuring Entity shall pay the contractor in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

- k) The successful Bidder shall submit the original copy of the contract, duly signed and dated, within seven days from the date of issuing of Letter of Intent, to the Procuring Entity by registered/ speed post or by a suitable digital means. The contract shall be taken to be legally effective from the date of its signing. The contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

6. Earnest Money Deposit

The bidders should be furnished bid security along with Rs. 6,00,000 (Rupees Six Lakh only) their bids. The bid security will be accepted in the form of Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.

The bid security should be remained valid for a period of 14 Months beyond the final bid validity period.

The Earnest Money Deposit shall be made payable in favour at "Registrar, Delhi Skill and Entrepreneurship University" payable at New Delhi. The bid security amount of unsuccessful bidder will be returned within 30 days of award of the tender.

7. Performance Security

The earnest money Deposit of the successful bidder will be converted into performance security and shall be remained with the University for 14 months from issuing of Letter of Intent. In case of Extension of the contract, the performance security will be re-assessed in terms of the cost variation and bidder shall deposit the required security with contract for extension.

8. Payment Schedule

The payment shall be made to the Vendor as per the following schedule

S.No.	Particulars	Amount
1.	On Preparation of Merit List	25%
2.	On Conducting the Counselling Session as required by the University	25%
3.	On submission of the all the documents in hard form and soft form in hard disk	50%

9. General Conditions of Contract (GCC)

9.01 Unless where the context requires otherwise, throughout the contract:

- a) The heading of these conditions shall not affect the interpretation or construction thereof.
- b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be. Words in the singular include the plural and vice-versa. Words importing the masculine gender shall be taken to include other

genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

- c) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- d) Any reference to 'Services' shall be deemed to include the incidental Works/ Goods also.
- e) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC) as described in GCC.
- f) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

9.02 Definitions

- a. In the contract, unless the context otherwise requires:
- b. "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Processor Execution of a Contract for and on behalf of its principals.
- c. "Beneficiary" (of Services/ Works) means the person for whom the Services/ Works are to be delivered as stipulated in the contract.
- d. Bid (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
- e. Bidder (including the term Bidder, Consultant or Service Provider in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
- f. "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- g. Commercial Bank means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- h. "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the contractor the acceptance of his bid) or 'Agreement' or a 'repeat order' accepted/ acted upon by the contractor in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- i. "Contractor" (including the terms 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder' in specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;

- j. "Contract Manager" means the Procurement Officer or any other officer or a third- party agency who has been assigned the authority to take all actions on behalf of the Procuring Entity during the execution of the contract by the contractor;
- k. "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- l. "Drawing" means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;
- m. "Equipment" means the contractor's machinery and vehicles brought temporarily to the Site for the performance of Service.
- n. "General Conditions" means the General Conditions of Contract, also referred to as GCC.
- o. Goods (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;
- p. Government means the Government of Delhi and includes agencies and Public Sector Enterprises under it, in specific contexts;
- q. "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
- r. "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
- s. "Joint Venture" means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred to as JV/C)
- t. "Materials" means all supplies, including consumables, used by the contractor for service performance or use by his staff.
- u. "Outsourcing of Services" means deployment of outside agencies on a sustained long-term basis (for one year or more, excluding short-term stand-alone Services) for the performance of routine Services (e.g., Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Guest Houses, Cleaning/Housekeeping Services, Errand/Messenger Services and so forth) that were traditionally being done in-house in the Government.
- v. "Parties": The parties to the contract are the Contractor and the "Procuring Entity", as defined in this clause;
- w. "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract; "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/Purchase' including an award of Public-Private

Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term “procure”/ “procured” or “purchase”/ “purchased” shall be construed accordingly;

- x. “Procuring Entity” means the entity in The Procuring Organization procuring Goods, Works, or Services; “Procurement Officer” means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;
- y. “Service(s)” (including the term ‘Non-consultancy services’ or ‘Outsourcing of Services’ in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (non-Consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;
- z. “Specification” or “Technical Specification” means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.
- aa. “Signed” means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;
- bb. “Sub-Contractor” means a person or corporate body with an agreement with the contractor to carry out a specific part of the contract that may or may not include working on the Site.
- cc. “Temporary Works” means works designed, constructed, installed, and removed by the contractor needed during the Service; performance.
- dd. “Variation” means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed.
- ee. “Tender”; “Tender Document”; “Tender Enquiry” or “Tender Process”: ‘Tender Process’ is the whole process from the publishing of the Tender Document till the resultant award of the contract. ‘Tender Document’ means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as “Tender” or ‘Tender Enquiry’, which would be clear from context without ambiguity.
- ff. “Works” refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

9.03 If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

9.04 Contract Documents and their Precedence

1. The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:
 - 1) Valid and authorized Amendments issued to the contract.
 - 2) The Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity;
 - 3) The Letter of Award (LoA)
 - 4) Final written submissions made by the contractor during negotiations, if any; the GCC the contractor's bid;
2. If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.
3. If the contractor does not agree to the suo-moto modifications/amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.
4. Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.
5. Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.
6. No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.
7. The Procuring Entity shall have the right to let other contracts related to or linked with the Services. The contractor shall afford other contractor reasonable opportunity to store their materials, execute their services/ works, and properly connect and coordinate their services. The contractor shall inspect services/ works of other contractors(s) and promptly report to the Contract Manager any defects

that may hinder a proper execution of his Services to proper performance standards. The contractor's failure to inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the performance of Contractor's services, except as to defects that may develop in the other contractor's work after such a provision Services.

8. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
9. Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.
10. Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.
11. All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
12. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
13. No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of Contract, so designated.
14. Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.
15. The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.
16. Unless otherwise stipulated in the contract, the Contract Manager signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Beneficiaries of Services and the Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

17. The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the contractor shall execute without delay all orders given by the Contract Manager from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.
18. The contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.
19. The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge.
20. Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC- or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.
21. The contractor shall notify the Procuring Entity in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out services and incidental goods/ works. Subcontracts must comply with and should not circumvent Contractor's compliance with its obligations under GCC based on which Contract is awarded to him. If the contractor sublets or assigns this Contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.
22. the contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
 1. any design, data, drawing, specification, or other documents or Services provided or designed by the contractor for or on behalf of the Procuring Entity.
 2. The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by the contractor, and
 3. The delivery of the Services by the contractor or the use of the Services at the Procuring Entity's Site

23. If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed. If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.
24. At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.
25. The contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The contractor shall make good at his own expense all resulting losses and/ or damages to: the Services themselves or any other property of the Procuring Entity or the lives, persons, or property of others.
26. In case the Procuring Entity is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the contractor. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
27. The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.
28. All documents, drawings, samples, data, associated correspondence or other information furnished by or received on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by

the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

29. If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.
30. Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
31. The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/Enterprises, simply by Services delivered under this Contract.
32. In cases where Services are to be performed by the contractor at the premises of the Procuring Entity or Beneficiary of Services, the contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.
33. Whenever the delivery of Services and incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.
34. The contractor shall keep accurate and systematic accounts and records regarding the provision of the Services under this Contract, as per accounting principles prescribed in India.
35. No Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) other than those stipulated explicitly in the contract shall be provided or loaned by the Procuring Entity to the

contractor for performance of the contract. Whenever such assets are required to be issued to the contractor as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, and Retention Money etc.) specified therein. The contractor shall use such property for the execution of the contract and no other purpose whatsoever.

36. The contractors shall sign accountable receipts for all tools, plants and materials or other assets/ properties made over to him by the Contract Manager. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.
37. These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever caused while assets are possessed or controlled by the contractor, staff, workmen, or agents.
38. The contractor shall return all such assets in good order and repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity whose decision shall be final and binding.
39. The Contractor shall be liable all the queries raised by the candidates during any step of admission process. The Contractor shall have 9:30 am to 6:00 pm helpdesk on all working day (i.e Monday to Saturday) via telephone services. The contractor shall borne the expenditure incurred to facilitate the candidate.
40. The procuring entity may ask vendor to change the time and days as and when required.
41. In cases where the performance or/and quality of Services is/are found to be unsatisfactory, Procuring Entity or his representatives shall impose damages for the shortfall in performance as per GCC below. This levy of damages shall not absolve the contractor from rectification or re-performance of the defective Service without further payment.
42. The Procuring Entity will set up a Service Monitoring Committee to check and track the quality of the Services and shall inspect the contractor's performance. The Procuring Entity on the recommendation of Service Monitoring Committee shall promptly notify the contractor of any identified defects, requesting the correction of the notified defect within a reasonable time.
43. If the contractor has not corrected notified defect within the time stipulated in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the defect corrected. Without prejudice to any of its other remedies under this Contractor applicable law, procuring Entity shall be legally entitled to deduct such

cost from the contract's payments, together with the damages for the shortfall in performance (as per clause above), a sum equivalent to the percentage stipulated in the contract.

44. The contract Period for which the Service shall be of 1 year or 12 months from the effective date of the contract and which may be extendable for another 24 months or 2 years. the Procuring Entity shall have the right to exercise the options to extend the contract, by written notification to the contractor no later than thirty (30) days before Contract end:
45. The Contract Manager, on behalf of the Procuring Entity, in consultation with the Contractor, order variations in writing to enlarge or extend, diminish, or reduce the Services or make any alterations in their design, inputs, site, quantities, sequence or timing, dimensions or the method of their execution or the combination and use of materials for the execution thereof or to order any additional service to be performed or any Services not to be performed. The contractor shall not be entitled to any compensation for any increase/reduction in the quantities of work but shall be paid only for the actual amount of work done. Such variations shall not be more than plus/ minus 25% of the value of the Contract and must be broadly within the original scope/ character and purpose of the original contract.
46. Any extra item of Service carried out by the contractor on the instructions of the Contract Manager which is not included in the Price Schedule shall be executed at the rate agreed upon between the Contract Manager and the contractor before the execution of such items of service. The contractors shall be bound to notify the Contract Manager at least seven days before the necessity arises to execute such extra items of Services for which the Price Schedule/ Contract does not include rate or rates.
47. The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the Procuring Entity for the contract. No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied by the contractor without the permission of the Procuring Entity. The contractor shall not use or allow to be used the site for any purposes other than executing or concerning the execution of the services.
48. Facilities for Inspection: the contractor shall afford the Contract Manager and his representative every facility for entering in and upon every portion of the site at all hours for inspection or otherwise and shall provide all facilities required for the purpose. The Contract Manager and his representative shall have free access to every part of the site and all places at which materials, tools, and plants are stored or prepared for the Services.
49. Existing Roads and Waterways: Existing roads or water courses shall not be blocked, cut through, altered, diverted, or obstructed in any way by the contractor, except with the permission of the Contract Manager. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the contractor or his agent or his staff shall be recoverable from the contractor by deduction from any

sums which may become due to him in terms of Contract, or otherwise according to law.

50. Non-Obstruction of Access: During the progress of Services in any street or thoroughfare, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare
51. and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the Services and shall erect and maintain at his cost barriers, lights and other safeguards as prescribed by the Contract Manager, for the regulation of the traffic, and provide security staff necessary to prevent accidents.
52. No Obstruction to Flow of Work and Personnel of Procuring Entity: Contractor shall arrange his work in consultation with the Contract Manager in such a manner to avoid obstruction to the normal flow of work and personnel of the Procuring Entity at the site, preferably utilising non-business hours for such obstructive or hazardous activities.
53. The contractor shall secure security arrangements at the site against unauthorised access/ trespass, pilferage, theft, leakage or misuse of property or belongings of his or his staff or Procuring Entity and its Staff by his staff or third parties or trespassers.
54. The contractor shall be responsible for the safety of all activities on the Site.
55. The contractor shall be responsible for the safety of all persons employed by him on Site, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the contract manager or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the contractor in such cases expeditiously as per the Workmen's Compensation Act and other labour codes.
56. Safety of Public and Third parties: the contractor shall be responsible for taking all precautions to ensure the safety of the public and third parties, whether on public or Procuring Entity's property and shall post look out, such persons as may, in the opinion of the Contract Manager, be required to comply with regulations appertaining to the service. No explosives shall be used for the Services rendered or on the site by the contractor.
57. If the Procuring Entity or its representative finds that any of the Personnel have (i) committed severe misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the contractor shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
58. The contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
59. Before commencement of the Services, the contractor shall submit for approval of the Contract Manager a Works Programme showing the Methods; schedule of delivery of services, the deployment plans for Personnel and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract Manager shall be treated as the agreed Works programme for this Contract. The Services shall be carried out and monitored as per the approved Program as updated.

60. Unless otherwise stipulated in the contractor agreed between the parties, the Works Programme shall be based on round-the-clock (24X7) operations without violating statutory regulations.
61. The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the contractor shall execute without delay all orders given by the Contract Manager from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.
62. The Contract Manager shall furnish with reasonable promptness, after receipt of the contractor's request, additional instructions regarding procedures, specifications or otherwise, necessary for the proper performance of the Services or any part thereof. All such procedures, specifications and instructions shall be consistent with the contract Documents and reasonably inferable from them.
63. Contractor shall commence the Services and shall proceed with due expedition and without delay, from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the contract, or if not so mentioned 07 days from the date Contract has been signed by the Procuring Entity.
64. The time and uninterrupted delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the contractor shall fully and finally complete the whole of the services comprised in the contract within the period stipulated. If at any time during the currency of the contract, the contractor encounters conditions hindering the timely performance of services, the contractor shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.
65. if the contractor fails to perform the Services within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until actual delivery or performance, a sum equivalent to the 0.5% per week of the related bill of the Services. Deduction on account of damages for delays and performance under this clause put together shall be subject to a maximum of 10% of the entire value of Contract of Services.
66. In case the contractor undergoes insolvency or receivership; neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:
 - a. Default in Performance and Obligations: if the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
 - b. Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving

- order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- c. Liquidation: if the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture- holders to appoint a Receiver, Liquidator or Manager.
67. As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.
68. Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
69. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.
70. Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
71. All Defect Liability obligations, if any, shall continue to survive despite the termination.
72. The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
73. The Contractor and Procuring Entity shall endeavour their best to amicably settle all disputes arising out of or in connection with the agreement to be entered for the execution of the Assignment in the following manner:
- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - b. The matter will be referred for negotiation between the Registrar, and the Contractor.
74. However, if the disputes are not resolved by joint discussions then the matter will be referred for adjudication to a sole arbitrator appointed by the Vice Chancellor of the University. The award of the sole arbitrator shall be final and bind on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days. The "Arbitration Notice" should accurately set out the

disputes between the parties along with the intention of the aggrieved party to refer such disputes to arbitration. All notices by one party to the other in connection with the arbitration shall be in writing. The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive, and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties.

75. Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.
76. Upon a written intimation from the contractor, the Contract Manager shall issue a certificate of completion duly indicating the date of completion after satisfying himself. The Contract Manager may also issue such a certificate indicating the date of completion concerning any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of the Contract Manager.
77. The contractor shall submit a Final bill on the Contract Manager's certificate of completion regarding the services. The Final payment shall be made as per the following calculations to the contract and after receiving a clear "No Claim Certificate" signed from him.
 - a. The total quantity of service executed by the contractor up to the completion date based on the Contract Manager or his representative's certified measurements.
 - b. Priced at the rates in the Price Schedule in the contract and for extra works on rates determined under GCC of these Conditions.
 - c. Necessary adjustment for any payments already made or retained
 - d. Any deduction which may be made under the contract,
 - e. complete account of all claims Contractor may have on the Procuring Entity, and the Contract Manager gave a certificate in writing that such claims are correct.
78. The Contractor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
79. On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the

commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.

80. Notwithstanding the remedial provisions contained in GCC-clauses, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.
81. The contractor shall submit a 'No-claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the Services are finally admeasured and before the final payment/ performance securities are released. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the
82. Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a No Claim Certificate in favour of the Procuring Entity. The Contactor shall be debarred from disputing the correctness of the items covered by the No Claim Certificate or demanding a clearance to arbitration in respect thereof.
83. Notwithstanding the issue of Completion Certificate and release of final Payment, the Procuring Entity reserves the right to carry out such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the contractor is discovered due to such examination, the Procuring Entity shall claim such amount from the contractor.
84. Procuring authorities as well as bidders, suppliers, contractors, and consultants – should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:
 - a. "Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
 - b. "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information, for participation in a tender process or to secure a Contract, or in the execution of the contract;
 - c. "Anti-competitive practice" - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency,

- fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- d. "Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
 - e. "Conflict of interest" –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
 - f. "Obstructive practice" - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;
 - g. In this regard, the Integrity pact shall be signed by the bidder and upload with the technical bid.
85. The Procuring Entity shall be entitled, and it shall be lawful on his part, To deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
- a. any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
 - b. and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
 - c. In case of the unsuccessful termination of the contract.

10. Pre-Qualification of the Bidders

- a. Bidder shall deposit the EMD and upload the signed scanned copy of proof of Earnest Money Deposit (EMD) amounting to Rs. 6,00,000/-. The hard copy of the original EMD shall be received before the last date of the submission of bid to Registrar, Delhi Skill and Entrepreneurship University, DSEU Dwarka Campus, Sector-9 Delhi-110077.
- b. Bidder should have valid GST and PAN number and upload signed scanned copies of PAN card & Goods and Services Tax Registration certificate.
- c. Bidder should have experience of minimum three years' experience in conducting end to end admission process with Central University/State Level University/Deemed University/NAAC A accredited Universities. Bidder should

- upload the copy of agreement/contract/purchase order/work completion certificate received from their previous vendors.
- d. The bidder/firm should be minimum average turnover of Rs.40 lacs from the admission solution services in last three years. The bidder/firm shall upload a certificate from CA on their company letterhead stating that average turnover from admission related services of the firm is Rs. 40 lac as per audited reports. The certificate shall not be older than 01-04-2022.
 - e. Bidder/firm should be registered with any Govt in India. Bidder should upload scanned copy of Certificate of Incorporation of the company.
 - f. Bidder should be have more than 100 persons at the time of the submission of bid. Bidder should upload the list of the employees.
 - g. Signed scanned copies of ISO 9001 and ISO 27001 (Information Security Management System Standard)/STQC certificate.
 - h. The vendor must have the capability and willingness to conduct Admission Test for 20,000 candidates in a single slot in Delhi centres and 1,00,000 in pan India. In this regard, the vendor shall submit an undertaking as per proforma that they have the capability and shall conduct CBRT for 20,000 candidates in a Delhi and 1,00,000 in Pan India in single slot.
 - i. The agency should have expertise of conducting Admission process for at least 50,000 candidates with any reputed/Government University or Institute of National Importance in any academic year in last 5 years. Certificate from previous vendor shall be submitting as proof of having the same.
 - j. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
 - k. Bidder or its partner should not be debarred or suspended or backlisted by any Ministry/Department of Govt of India or any state government, University or any other organization. Bidder to upload undertaking to this effect with bid.

11. Technical Criteria of the Bidders

The pre-qualified bidders shall be technically evaluated as follow

S.No.	Qualification Criteria	Range	Marks	Maximum Marks	Remarks
1.	Minimum Average Turnover in last three financial year i.e. 2018-19, 2019-20,2020-21	41 Lakh to 100 Lakh	10	25	Copy of the Audited Reports shall be attached
		100 Lakh to 500 Lakh	20		
		Above 500 Lakh	25		
2.	Admission Process Conducted in Last Five Year	01 to 10	10	25	Purchase Order/Contract from previous Procuring Entity
		10 to 20	20		
		Above 20	25		
3.	Maximum Number of Candidate in any admission Process handled by the Vendor in last Five year	50,000 to 1,00,000	10	25	Certificate in format shall be attached herewith
		1,00,000 to 5,00,000	20		
		Above 5,00,000	25		

4.	Technical Presentation	Technical Presentation above the previous work and methodology to conduct scope of work of DSEU to Technical Review Committee	25	25	Timing and Date will be shared with Technical Qualified Bidders only
Total				100	

***Note : In case of partnership/consortium, the document/information of the primary partner will be considered for evaluation.**

Scope of the Work

The DSEU admit students to the first semester/ first year for the academic session in year calendar year for various Full-time Diploma Programmes (Engineering) through E-counselling and admission management services.

The e-Counselling process consists of registration of the candidate, receiving documents, information and fee through gateway payment protocol and credit in the University Account, Conduct of Computer Based Admission Test or proctored exam (android, IOS and windows enabled) selection of institutes/courses as decided by the University Authorities, Rank/Merit generation, Seat Allocation, Document Verifications, Campus reporting, dashboards, Generation of Round wise Concealing Reports of seat allocation, vacant seat and Payment gateway, Reservation Register with filling up seat matrix, Setting up Helpdesk/Call Centre at the University for answering the admission related queries.

The solution caters to all the stakeholders namely Aspirants, Counselling Board, Participating Institutions and Reporting cum Document Verification Centres with end-to-end support towards a hassle-free transparent admission processes. Following are the functional requirements categorized in separate modules: Integrated Web Portal

1. Development of CMS based dynamic web portal for:
 - (i) On-line submission of application forms,
 - (ii) On-line issuance of test admit cards,
 - (iii) Publication of examination notifications, rules and procedures,
 - (iv) Publication of results related,
 - (v) counseling etc.
2. The portal should closely be integrated with the back-end application system for automated publication of test admit cards, result publication, etc.
3. Content creation and administration should be done by users of specific roles having adequate privileges.
4. The portal should maintain profile of all the students/candidates in comprehensive manner.
5. The portal should also be integrated with payment gateway services for on-line & Offline Payments payment of application and counselling fee.
6. Online payment should support payment through net banking, debit cards, & Credit Cards.
7. Service Charges for online payment, if any, shall be borne by the candidate.
8. The system should have provision for maintaining candidates profile with photo and credentials. This will enable students to upload their detail and credentials only once, to apply for more than one exam.
9. On-line Application form fields should be linked with candidate profiles, so that the fields can be auto-filled for registered candidates.
10. Once, the on-line application form is filled and submitted by the candidate, the system should generate a PDF document of the form.
11. At each level of application submission, the system should automatically create hash value of application form content and store it in secured repository with time stamping. The system should also maintain logs for each alteration after first submission of application.

12. To provide the Attendance chart (as per format to be specified by the university) and the cut list of the candidates for the conduct of admission test.
13. Once the test centers are allocated, the system through on-line portal service should generate roll numbers as per predefined rule sets.
14. The system should publish Test Admit Cards along with photo on the web portal, where candidates can download and print the same.
15. The system should also send alerts through email and SMS to all the concerned candidates for all crucial events. All costs incurred on this account will be borne by the bidder.
16. The Details of the Examination will be shared later with successful bidder. But in any case bidder should poses the facility to cater admission test at computer based in centre in pan India or proctored.
17. The system will create a hash value of result and store same in secured repository.
18. After hashing, the system will automatically publish result on Web Portal and send auto generated emails/SMS to respective candidates.
19. The firm shall prepare merit list of eligible candidates (institute wise/ department wise/ category wise etc. as per requirement of the university) to display on web portal and University website. Preparation of portal facility (Software/Hardware/Licenses etc.) so that applicant can see their rank position as well as get a print copy of merit rank, will be the responsibility of the bidder.
20. Supply of merit lists in hard and soft copy to University.
21. The critical variables to be considered for enabling the dynamic reporting by the software are:
 - a. Institute as well as discipline wise intake.
 - b. Priority in Choice filling institute wise as well as discipline wise.
 - c. Category wise distribution of intakes
 - d. Controls are to be incorporated in the web enabled software through different categories of users e.g. Administrator, Operator, Institute/Campus, Applicant having different user-rights for cross verification of data.
 - e. There will be at least three rounds of online counselling and the candidates must be given opportunities of seat upgradation.

Service Provider's Obligations for Call Centre

1. Vendor will set up offsite premises Call Centre in the university during the entire Admission Process of at least 10 seats
2. The service Provider shall be responsible for housekeeping, Facility Management Services, canteen facility and security of call centre premise.
3. Service Provider shall be responsible for maintenance of premises and infrastructure installed at Call Centre.
4. Service Provider shall be responsible for any kind of physical damage by the manpower engaged, to the Call Centre infrastructure.
5. The Service Provider shall be responsible for appropriate insurance coverage of their personnel engaged for the job at its own cost as may be required for Call Centre Executive for successful completion of the job.
6. Service Provider shall ensure minimum/no use of mobile phones by Call Centre executives during shift(s), except during emergency cases.
7. Service Provider shall provide identity card to the persons engaged for the work. This card shall be treated as authorisation given by Service Provider to work in the premise of Call Centre. The Call Centre Agency shall submit schedule/ roster of manpower to be deployed for the upcoming month in the last week of every month to the Buyer's representative for records.

8. The Service Provider shall also make provisions for biometric attendance for Call Centre Executives and other staff members.
9. Service Provider shall be required to adhere to statutory requirements as per the labour laws & abide by the Minimum Wages Act and other related laws, failing which, the state Govt. shall take necessary action against the Call Centre Agency.
10. The Call Centre shall have minimum of two hours battery back-up for computer systems followed with Generator back up to operate the complete infrastructure.
11. The Service provider shall provide the Voice calls recording in a USB/CD/Tape/HDD to the buyer on a monthly or quarterly basis or as per the buyer's specified frequency at no additional cost.
12. The Service Provider shall at all times ensure that the services being provided under this Contract are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, recommended practices etc, and no liability in this regard will be attached to the Buyer.

<u>S. No.</u>	<u>SLA</u>	<u>Target</u>	<u>Deductions (in %age of contract value)</u>
1.	System Availability The Call Centre system availability must be over 99%. This will be calculated on monthly basis.	> 99 % monthly	Penalty would be levied at 1% of cost payable for the month for every percentage drop in availability.
2.	Average Call Response Time / Average Speed of Answer (ASA) Average call response time is the average time taken by callers waiting in a queue to be attended by a Call Centre Executive. This will be determined for every month.	80% of incoming calls within 15 Seconds	Penalty would be levied at 0.25% of the cost payable per month for non-compliance to the service levels for every percentage below the expected levels of services. Let us assume, Calls Received – 1000 Average Calls answered in 15 Sec. - 700 ASA = 70% (700/1000) SLA Breach - 10% Penalty percentage = (10*0.25) = 2.5 % of total cost Payable per month.
3.	Average Handle Time (AHT) Inbound. Average call handling time, (This is the average amount of time during which Call Centre Executive s work with callers, including actual talk time, hold time and after call work / wrap up time)	Not more than 200 second	Penalty would be levied at 0.25% of the value of cost payable per month for non-compliance to the service levels for every percentage below the expected levels of services. Let us assume, AHT Achieved - 220 Seconds. Target = Less than 200 Seconds. SLA Breach - 10 % (20/200) Penalty percentage = (10*0.25) = 2.5 % of cost Payable per month
4.	Average Handle Time (AHT) Outbound/ Call back	Not more than 100 seconds	Penalty would be levied at 0.25% of the cost payable per month for non-compliance to the service levels for

<u>S. No.</u>	<u>SLA</u>	<u>Target</u>	<u>Deductions (in %age of contract value)</u>
	Average call handling time (outgoing calls): Average amount of time where Call Center Executives are on call (Talk time + Hold Time + wrap up Time) with consumers for follow-up and feedback.		every percentage below the expected levels of services. Let us assume, AHT Achieved - 120 Sec. Target = Less than 100 Sec. SLA Breach - 20 % (20/100) Penalty percentage = (20*0.25) = 5 % of total cost Payable per month
5.	Abandoned Call Rate (%) Abandoned call rate (%) is the percentage of calls abandoned in the Call Centre Executive's queue	Less than 5 %	Penalty would be levied at 0.25% of the value of cost payable per month for non-compliance to the service levels for every percentage below the expected levels of services. Let us assume, Call offered - 1000 Call Abandon - 150 SLA Achieved - 85% SLA Breach - 10% (95%-85%) Penalty percentage = (10*0.25) = 2.5 % of total cost Payable per month.
6.	Adherence Adherence is a measurement of Call Centre Executive's actual time of work against the asked Call Centre Executive's scheduled time. Adherence is measured in percentage as under: $A (\text{Adherence}) = \frac{t}{T} \times 100$ Where - t = time spent on handling the calls + time the Call Centre Executive is waiting for calls or is available for calls. T= shift time	Not less than 90%	Penalty would be levied at 0.5% of the value of cost payable per month for noncompliance to the service levels for every percentage below the expected levels of services. Let us assume, Targeted Adherence - 90% Call Centre Executive's Asked - 1000 Hrs. Schedule/ Shift Time(T) - 8000.Hrs (1000*8) Total Available time (t) - 7000 Hrs SLA Achieved - 88% (8000-7000) Penalty percentage = (2*0.5) = 1% of total Call Centre Executive's cost Payable per month.
7.	Call quality Score Call Quality audit Score is a method of scoring Call Centre Executive calls against predefined parameters to ensure that the Call Centre Executives are adhering to the quality standards as defined. The parameters & mechanism for calculating quality score will be mutually agreed between the buyer & Call Centre Agency. These could include greeting the customer,	>90% score for all calls audited	Penalty would be levied at 0.25% of the value of cost payable per month for noncompliance to the service levels for every percentage below the expected levels of services. Let us assume, Targeted Percentage - 90%, SLA Achieved - 95%. No Penalty shall be incurred

<u>S. No.</u>	<u>SLA</u>	<u>Target</u>	<u>Deductions (in %age of contract value)</u>
	adherence, to establish SOPs, customer handling, issue closure etc. A quality team may be deployed by Call Centre Agency for the same.		
8.	IVRS Updation time IVRS menu/ tree should be updated modified within defined time frame as per the requirements from the buyer	Within 24 Hrs.	The IVRS tree shall be updated within 24 hrs. INR 5000 for every additional 24-hour slot beyond the target to be deducted from Monthly Payment. Let us assume – IVRS change request is given on 20th by 12 PM and IVRS modification is not done before by 12 PM of next day. Rs. 5000 penalty will be levied in such a case.
9.	If cumulative penalties reach 10% of the contract value		Termination of contract

RTI & Legal Issue:

The successful bidder will be responsible for all RTI and Legal issues related to on-line admission cum counselling process and data/report management.

{On the Letter Head of Company}

Tender Application Form

Tender ID _____

1.	Name of the Company/Firm	
2.	Corporate Identity No. (CIN)	
3.	Place of Registration/ Principal place of business	
4.	Complete Postal Address	
5.	Pin code/ ZIP code	
6.	Telephone nos. (with country/ area codes)	
7.	Mobile Nos.: (with country/ area codes):	
8.	Contact persons/ Designation:	
9.	Email ID	
10.	PAN number	
11.	GST Number	
12.	Name of Authorities Person	
13.	Designation of Authorised Person	
14.	Contract No.	
15.	Email	
16.	EMD Details and uploaded	
17.	Signing in Authority As (please tick the right option)	<p>A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,</p> <p><input type="checkbox"/> A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,</p> <p><input type="checkbox"/> A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.</p> <p><input type="checkbox"/> A Society. The person signing the bid is the constituted attorney.</p> <p><input type="checkbox"/> Other, please specify _____</p>

Declaration

We/I hereby confirm that I/We have read and understood all terms and condition and University reserves the right to forfeit the EMD and performance guarantee in view of noncompliance of the tender/contract provisions.

Date

Sign and Signature

Check List of the Technical Bid

1.	Application Form	Yes /No
2.	Experience Document/Previous Vendor Contract/Agreement/ Purchase Order	Yes /No
3.	CA Certificate	Yes /No
4.	Audited Reports for last three financial year	Yes /No
5.	Letter of Incorporation	Yes /No
6.	Certificate 9001	Yes /No
7.	Certificate 27001	Yes/No.
8.	Proof of conducting admission process for 50000	Yes/No.
9.	Copy of GST	Yes/No
10	Copy of PAN	Yes/No
12	Undertaking for Financial Standing	Yes/No
13	Undertaking for Non Debarring/Blacklisting	Yes/No
14	Any other Document as per Tender Document	Yes/No
15	Signed Copy of the Tender Document to confirm acceptance of terms and condition	Yes/No

Price Bid

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i. those prices; or
 - ii. the intention to submit an offer; or
 - iii. the methods or factors used to calculate the prices offered.
- b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.
- c) Bidder shall indicate in the Price Bid all the specified components of prices shown therein, including the unit prices per application received.
- d) Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- e) Firm/Company may offer their financial bid in the following format in the BOQ downloaded with tender. The Commercial received in any other manner summarily rejected. The Unit price includes the services charges of all type to incur for all types of expenditure. Firm/Company shall not demand expenditure more than quoted at any stage of the project.

NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER	NUMBER	TEXT	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST %	GST Amount	HSN	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	13	14	15	18	53	54	55
1.01	Conducting Admission & E-Counselling Unit Price for Application Received and Processed (Admit Card Issued)	1.000					0.000	0.000	INR Zero Only
Total in Figures							0.000	0.000	INR Zero Only
Quoted Rate in Words							INR Zero Only		

(This BOQ template must not be modified/replaced by the bidder and the same should be updated after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Ready 27°C Haze

FORM OF BANK GUARANTEE FOR BID SECURITY
(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (Name of the University) (hereinafter called "the University") in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing Admission Test and Counselling Services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the University may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Bidder, in case the bid is accepted by the University executes a formal agreement and keep the security as the Performance Guarantee for fourteen months
 - (b) if bid is not accepted, Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or

- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para_____of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

WE undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Name of Witness

Address of Witness

Signature of Authorized Official of the Bank

Name of Official_____

Designation_____

ID No._____

(Stamp/Seal of Bank)

INTEGRITY PACT

Between
Delhi Skill and Entrepreneurship University hereinafter referred to as “**The Principal**”
And

-----hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for -----
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the international Non-Governmental Organisation “Transparency International”(TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal:

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- 1) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- 2) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- 3) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor:

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts:

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to any impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damaged caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages:

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression:

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contracts/Subcontractors:

(1) The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/ Subcontractors:

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal):

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject o instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the principal and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from parties that they act in specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions:

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. Ranchi.

(2) Changes and supplements as well as termination notices need to be made in writing Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

Place.....

Date.....

For the Bidder/Contractor

Witness 1.....

Witness 2