

Request for Proposal (RFP) for selection of a Project Management Consultancy Firm (PMC) for the State Project Monitoring Unit (SPMU) under the “Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs” (PM-SETU)

RFP Ref. No. : STV(IT)HF(7)-2/NCVT/Upgradation of ITIs/2025-Vol-II-

Date of Issue : 5th June, 2026

**Issuing Authority : Director, Technical Education, Vocational & Industrial Training, Himachal Pradesh, Sundernagar, H.P.-175018
Email address : techedu-hp@nic.in**

Pre Bid Meeting	15 th June, 2026 11:00 AM
Bid Submission Start Date	16 th June, 2026
Last Date of Bid Submission	3 rd July, 2026 1:00 PM

Tender document may be downloaded from website:- <https://hptenders.gov.in/>

Tender Fee: Rs. 2000/- (Non Refundable, in the shape of Demand Draft payable in favour of Director, Technical Education, Sundernagar HP)

Disclaimer

The information contained in this Request for Proposal (“RFP”), or subsequently provided to Consultancy Firm, whether verbally or in documentary or any other form, by or on behalf of *Director, Technical Education, Vocational and Industrial Training, H.P. Sundernagar, District Mandi 175018* (hereinafter referred to as the “Client”), is provided to such Consultancy Firm on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Consultancy Firm or any other person. The purpose of this RFP is to provide Consultancy Firm with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the client in relation to the consultancy services. Such assumptions, assessments and statements do not purport to contain all the information that each Consultancy Firm may require. This RFP may not be appropriate for all persons/Consultancy Firm (s), and it is not possible for the client to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP, except for the purpose of this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct for all intents and purposes other than for limited purpose of giving a background of this scheme and the Consultancy Firm (s) should, therefore, conduct its/their own investigations and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Consultancy Firm under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The client reserves the right to change any or all conditions/ information set in this RFP document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the authority may deem fit without assigning any reason thereof.

The client reserves the right to accept or reject any or all proposals without giving any reasons thereof. The client will not entertain or be liable for any claim for costs and expenses in

relation to the preparation of the Proposals to be submitted in response to this RFP Document. The client also accepts no liability whether resulting from negligence or otherwise, Howsoever caused, arising from reliance of any Consultancy Firm upon the statements contained in this RFP. The client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not further imply that the client is bound to select a Consultancy Firm or to appoint the Selected Consultancy Firm, as the case may be, for consultancy and the client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Consultancy Firm shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Consultancy Firm and the client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Consultancy Firm in preparation for submission of the Proposal, regardless of the conduct or outcome of the selection process.

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Section 1: Letter of Invitation

To

Prospective Consultancy Firm (s)

Subject: Request for Proposal (RFP) for selection of a Project Management Consultancy (PMC) Firm for the State Project Monitoring Unit (SPMU) under the “Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs” (PM-SETU).

Sir/Madam,

Director, Technical Education, Vocational and Industrial Training, H.P. Sundernagar, District Mandi 175018, intends to engage a Consultancy Firm to support the State Project Monitoring Unit (SPMU) for implementation and management of the “**Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs**” (PM-SETU) in the State of H.P., details of which have been provided in the RFP document.

2. Proposals are invited from Consultancy Firms which have the requisite experience in this field as detailed in the RFP. The salient features of the eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the <https://hptenders.gov.in> Important information & tentative dates are as under:

Project Name	Selection of a Project Management Consultancy (PMC) for the State Project Monitoring Unit (SPMU) under the “ Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs ” (PM-SETU) in the State of H.P.
Method of Selection	Quality and Cost Based Selection
Release date of RFP	5 th June, 2026
Last date for receiving queries/ requests for clarification	12 th June, 2026
Pre-Bid meeting date , time and place	15 th June, 2026 at 11.00 A.M. in the Conference Hall of the Directorate of Technical Education, Vocational and Industrial Training, H.P., Sundernagar, District Mandi-175018
Mode of submission	Online
Start date of submission of bid	16 th June, 2026
Last date of submission of bid	3 rd July, 2026 upto 01:00 PM
Opening of Technical Bid date and time	3 rd July, 2026 at 03:00 PM
Technical presentation by the Consultancy Firm	To be intimated separately
Opening of Financial Bid	To be intimated later only to short-listed Consultancy Firm
Contact Person for any clarifications	Director, Technical Education, Vocational and Industrial Training, H.P. Sundernagar, District Mandi 175018
Tentative date of commencement of services	Within one month after the finalization of Consultancy Firm.

- 1) The interested Consultancy Firms shall submit their Technical and Financial Proposals online through <https://hptenders.gov.in> on or before specified date and time. Submissions must be digitally signed by the Consultancy Firm's authorized signatory and include complete and legible scanned copies of the original documents duly initialed by the consultant Authorized Representative.
- 2) Joint ventures or consortiums are permitted to submit a proposal for this assignment.
- 3) The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultancy Firm and Data Sheet

Section 3 – Data Sheet

Section 4 - Eligibility Qualification and Evaluation Criteria

Section 5 – Terms of Reference

Section 6 – Proposal Submission Forms

Section 7 – General Conditions of Contract

Section 8 – Special Condition of Contract

Section 9 –Annexures

Yours sincerely,

Director, Technical Education,
Vocational & Industrial Training,
H.P., Sundernagar, District Mandi-175018

Section 2 – Instructions to Consultancy Firm (ITC)

A. General

1) Introduction

- a) This Section provides the relevant information as well as instructions to assist prospective Consultancy Firm(s) in preparation and submission of Proposals. It also includes the mode and procedure to be adopted by the client for receipt and opening as well as scrutiny and evaluation of Proposals and subsequent placement of award of contract.
- b) The client named in the *Data Sheet* will select an eligible Consultancy Firm, in accordance with the method of selection specified in the *Section 1*.
- c) Before preparing the Proposal and submitting the same to the client, the Consultancy Firm should read and examine all the terms & conditions, instructions etc. contained in the Request for Proposals document ((hereinafter referred to as RFP) . Failure to provide required information or to comply with the instructions incorporated in this RFP may result in rejection of Proposals submitted by Consultancy Firm.

2) Code of Integrity

- a) The client and all officers or employees of the client, whether involved in the procurement process or otherwise, or Consultancy Firm and their representatives or employees participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR and HPFR.
- b) In case of breach of the code of integrity by a Consultancy Firm, the client, after giving a reasonable opportunity of being heard, may take appropriate measures including :
 - (i) exclusion of the Consultancy Firm from the procurement process.
 - (ii) calling off of pre-contract negotiations and forfeiture or encashment of Proposal security.
 - (iii) forfeiture or encashment of any other security or bond relating to procurement.
 - (iv) recovery of payments made by the client along with interest thereon at bank rate.
 - (v) cancellation of the relevant contract and recovery of compensation for loss incurred by the client.
 - (vi) debarment of the Consultancy Firm from participation in any future procurements of any client for a period of up to three years.

3) Eligibility and Qualification Criteria for Consultancy Firm

- a) This RFP is open to all Consultancy Firms who meet all eligibility and qualification criteria specified in Section 4 of this RFP document. Consultancy Firms must also ensure that they do not have any conflict of interest, as defined under the ITC 4.
- b) Client employees, Committee members, Board members, and their immediate relatives (spouses or children) are not eligible to participate.
- c) Additionally, Consultancy Firms who have been involved in corrupt or fraudulent

practices or have been under debarment from public procurement by Central government department, Any State/UT , PSU, Local Authority are also ineligible.

4) Conflict of Interest

- a) The Consultancy Firm(s) must provide professional, objective, and impartial advice. Their primary duty is to prioritize the client's interests, avoiding any conflicts that may arise from other assignments, their own corporate interests, or the desire for future work.
- b) The Consultancy Firm(s) is obligated to immediately disclose any actual or potential conflicts of interest that could impact their ability to act in the client's best interest. Failure to do so may result in their disqualification, contract termination.
- c) Prohibited Circumstances: The Consultancy Firm(s) will be disqualified under the following specific circumstances:
 - i) Conflict between consulting activities and procurement: A firm hired to provide goods, works, or non-consulting services for a project or its affiliates is barred from also providing consulting services related to those same goods or works. Similarly, a firm providing consulting services for a project's preparation cannot later provide the goods, works, or non-consulting services for that project.
 - ii) Conflict among consulting assignments: The Consultancy Firm(s), including its experts and sub-consultants, or any of their affiliates, cannot be hired for an assignment that conflicts with another assignment they are undertaking for the same or a different client.
 - iii) Relationship with client's staff: The Consultancy Firm(s) with a close business or family relationship with a client's professional staff who are directly or indirectly involved in the assignment's terms of reference, selection, or supervision is ineligible for the contract. This disqualification can only be waived if the conflict is resolved to the satisfaction of the client throughout the selection and execution of the contract.

5) Fraud and Corrupt Practices

- a) The Consultancy Firm(s) and their respective officers, employees, agents, representatives and advisers shall observe the highest standards of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal, without being liable in any manner whatsoever to the Consultancy Firm, if it determines that the Consultancy Firm has, directly or indirectly, or through its officers, employees, agents, representatives or advisers, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively, the "Prohibited Practices") during the Selection Process. In such an event, the Client shall, without prejudice to any other rights or remedies, forfeit and appropriate the **Earnest Money Deposit** as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort incurred in relation to this RFP, including consideration and

evaluation of such Consultancy Firm's Proposal.

- b) Without prejudice to the Client's rights under this Clause and its rights and remedies under the Award of Contract or the Agreement, if a Consultancy Firm or Consulting Agency is found by the Client to have, directly or indirectly, or through its agents or representatives, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Award of Contract or execution of the Agreement, such Consultancy Firm or Consulting Agency shall be debarred from participating in any tender/RFP issued by the Client **for a period of five (5) years** from the date on which such finding is recorded by the Client.
- c) For the purposes of this Clause, the following terms shall have the meanings assigned below:
 - Corrupt practice means:
 - (i) offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the actions of any person connected with the Selection Process; or
 - (ii) engaging, whether during the Selection Process or after award/execution of the Agreement, any person who has been a legal, financial, or technical consultant/adviser of the Client in relation to the Project, in violation of the restrictions stated herein.
 - d) For avoidance of doubt, offering employment to, or engaging in any manner, directly or indirectly, any official of the Client associated with the Selection Process or the Agreement, at any time prior to expiry of one year from the date such official ceases to be in service with the Client, shall be deemed to constitute a corrupt practice.
 - (i) Fraudulent practice means misrepresentation, omission, or disclosure of incomplete facts in order to influence the Selection Process.
 - (ii) Coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property in order to influence participation or action in the Selection Process.
 - (iii) Undesirable practice means :
 - (a) establishing contact with any person connected with or engaged by the Client for the purpose of canvassing, lobbying, or influencing the Selection Process; or
 - (b) having a Conflict of Interest.
 - (iv) Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Consultancy Firm with the objective of restricting or manipulating full and fair competition in the Selection Process.

B. Preparation of Proposals

6) General Considerations:

The Consultancy Firm(s) must prepare their proposal in strict accordance with the requirements outlined in the RFP, subsequent amendment/corrigendum. Failure to include all requested information will be considered a material deficiency and may result in the rejection of the proposal.

7) Bid Security

- a) Consultancy Firm(s) who are not exempted from submission of bid security/EMD, shall furnish bid security as specified in the *Data Sheet*. Any proposal not accompanied by Bid Security other than exempted Consultancy Firm(s) shall be rejected as non-responsive.
- b) Consultancy Firm(s) mentioned in the *Data Sheet* are exempted from payment of EMD.
- c) Unless otherwise specified in *Data Sheet*, the earnest money shall be valid for a period of **one year**. Document for establishing submission or waiver of EMD must be uploaded.
- d) The Bid Security shall be forfeited / Bid security declaration shall be executed under the following circumstances:
 - 1) If the Consultancy Firm is found to have violated the Code of Integrity.
 - 2) If the Consultancy Firm withdraws, amends, or modifies its proposal during validity period or any extension agreed by the consultant thereof.
 - 3) If the successful Consultancy Firm fails to sign the Contract Agreement within the stipulated time after being notified of the award.
 - 4) If the successful Consultancy Firm fails to furnish the required Performance Security within the specified time frame.
 - 5) If the Consultancy Firm is found to have submitted false, incorrect, or misleading information or documents in support of its proposal.
 - 6) If the Consultancy Firm engages in corrupt, fraudulent, coercive, or collusive practices in competing for the contract.
- e) The Bid Security of unsuccessful consultant will be returned without interest after expiry of the final proposal validity and latest on or before the 30th day after the signing of the Contract with the successful consultant and the furnishing of the required Performance Security.
- f) The Bid Security of the successful consultant shall be returned /bid-Securing Declaration stand expired upon signing of the Contract and submission of the required Performance Security.

8) Cost of Preparation of Proposal:

The Consultancy Firm(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Proposals, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the client may require, or any other costs incurred in connection with or relating to their Proposals. All such costs, losses and

expenses shall remain with the Consultancy Firm(s), and the client shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Consultancy Firm(s) for participation in the Procurement Process, regardless of the conduct or outcome of the Procurement Process.

9) Language of Proposals

Proposal submitted by the Consultancy Firm and all subsequent correspondences and documents relating to the Proposal exchanged between the Consultancy Firm and the client, shall be written in English language. However, the language of any printed literature furnished by the Consultancy Firm in connection with its Proposal may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the Proposal, the English translation shall prevail.

10) Documents Comprising the Proposal:

The Consultancy Firm shall upload all documents specified in the *Data Sheet*, strictly using the formats provided in *Section 6* of this RFP.

11) Only One Proposal:

A Consultancy Firm, including any member of a joint venture, shall submit only one proposal, either independently or as part of a joint venture. If a Consultancy Firm or joint venture member participates in more than one proposal, all such proposals shall be disqualified.

However, a sub-consultant or a consultant's personnel may be included as Key Experts or Non-Key Experts in multiple proposals only if the circumstances justify it and the *Data Sheet* permits it.

12) Pre-Proposal Conference

- a) To address any queries or clarify issues related to the RFP, a Pre-Proposal Meeting may be convened at the date, time & location specified in the *Section 1*.
- b) Participation is not mandatory: However, if a Consultancy Firm chooses not to (or fails to) participate in the Pre-Proposal conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
- c) During the meeting, queries raised by representatives of prospective Consultancy Firm shall be responded to appropriately. However, participants shall also be requested to submit their queries in writing in the format provided in the RFP document either by the close of office the following working day or via email to maintain an official electronic record.
- d) The client shall issue written responses to all such queries without disclosing the identity of the originator. If required, the client shall issue an amendment to the RFP in accordance with the provisions of the *ITC14*. Such amendments shall be binding on all prospective Consultancy Firm.

13) Proposal Validity:

- a) Proposals shall remain valid for the period specified in the *Data Sheet*, or any extended date as may be amended by the client in accordance with *ITC 14*.
- b) A Proposal valid for a shorter period shall be rejected as nonresponsive.
- c) In case the day upto which the Proposals are to remain valid falls on/subsequently declared a holiday or closed day for the client , the Proposal validity shall automatically be deemed to be extended upto the next working day.
- d) In exceptional circumstances, before the expiry of the original time limit, the client may request the Consultancy Firm to extend the validity period for a specified additional period. The request and the Consultancy Firm' responses shall be made in writing or electronically.
 1. The Consultancy Firm has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.
 2. If the Consultancy Firm agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
 3. If any Key Experts become unavailable for the extended validity period, the Consultancy Firm shall seek permission to substitute another Key Expert. The Consultancy Firm shall provide adequate written justification and evidence to the client with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than the originally proposed one. The technical evaluation score, however, shall remain based on the evaluation of the CV of the original Key Expert.
 4. If the Consultancy Firm fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal shall be rejected.

14) Clarification and Amendment of RFP:

- a) The Consultancy Firm may seek clarification on any part of the RFP during the period specified in the *Data Sheet*. All such requests shall be made in writing or by electronic means to the client's address as provided in the *Data Sheet*. The client shall respond in writing or by electronic means and circulate the response, including an explanation of the query (without disclosing the source), on online procurement portal.
- b) The client finds it necessary to amend the RFP based on the clarifications, it shall issue a formal amendment in writing or electronically before the Proposal submission deadline. Such amendments shall be uploaded on online procurement portal and communicated to the concern Consultancy Firm and shall be binding on them.
- c) In case of substantial amendments, the client may extend the Proposal submission deadline to provide adequate time for Consultancy Firm to incorporate the changes.

- d) The Consultancy Firm may submit a revised Proposal or modifications to any part thereof at any time prior to the Proposal submission deadline. No modifications shall be accepted after the deadline.

15) Miscellaneous

- a) The Selection Process shall be governed by, and construed in accordance with, the laws of India. The HP High Court shall have exclusive jurisdiction over all disputes arising under, pursuant to, or in connection with the Selection Process.
- b) The Client, in its sole discretion and without incurring any obligation or liability, reserves the right at any time to:
- c) Suspend and/or cancel the Selection Process, and/or amend, supplement, or modify the dates or other terms and conditions relating thereto;
- d) Consult with any Consultancy Firm in order to seek clarification or additional information;
- e) Retain any information and/or evidence submitted to the Client by, on behalf of, or in relation to any Consultancy Firm;and/or
- f) Independently verify, disqualify, reject, and/or accept any or all submissions or other information and/or evidence submitted by or on behalf of any Consultancy Firm.
- g) It shall be deemed that, by submitting the Proposal, the Consultancy Firm agrees to release the Client, its employees, agents and advisers, irrevocably and unconditionally, from any and all liability for claims, losses, damages, costs, expenses or liabilities arising out of or in connection with the exercise of any rights or the performance of any obligations hereunder, and waives any rights or claims it may have in this regard, whether actual or contingent, present or future.
- h) All documents and other information provided by the Client, or submitted by a Consultancy Firm to the Client, shall remain or become the property of the Client. The Consultancy Firm shall treat all such information as strictly confidential. The Client shall not return any Proposal or related documentation. All information collected, generated, processed, or provided by the Consultancy Firm to the Client in relation to the Assignment shall also be deemed to be the property of the Client.
- i) The Client reserves the right to make inquiries with any of the clients listed by the Consultancy Firm as part of their previous experience.

16) Technical Proposal Format and Content:

- a) The Technical Proposal shall be prepared and should upload all documents using the Standard Forms provided in **Section 6**. The Technical Proposal shall strictly exclude any financial information. Any Technical Proposal containing material financial data shall be considered non-responsive and rejected.
- b) The Consultancy Firm shall submit only one Curriculum Vitae (CV) per Key Expert position and shall not propose alternative Key Experts. Non-compliance with this requirement will result in the Proposal being declared non-responsive.

17) Financial Proposal:

- a) While preparing the Financial Proposal, the Consultancy Firm shall take into account all requirements and conditions stipulated in this RFP. The Financial Proposal shall be prepared using the prescribed forms provided in Section 6. It shall be inclusive of all costs including personnel remuneration, overheads, and all applicable taxes and charges (except GST) associated with the Assignment. Consultancy Firm shall indicate the Monthly Remuneration Rate for each category of resource as envisaged in FORM FIN-2.
- b) Reimbursable expenses towards official tours/travel (including travel, boarding, and lodging) shall NOT be included in the Financial Proposal. Such expenses shall be paid separately by the Client as per the prevailing norms of the RFP Inviting Authority's Department, subject to prior approval of the tour by the Client.
- c) The Consultancy Firm shall prepare the Financial Proposal on the basis of the information and details provided in the Proposal Documents. The specifications and requirements are intended only to indicate the nature and magnitude of the work and shall not be construed as exhaustive or as a guarantee by the Client.
- d) Consultancy Firm are advised not to indicate any separate discount. Any discount, if offered, shall be factored into the quoted monthly remuneration rates. Discounts quoted separately shall not be taken into account for evaluation purposes.
- e) The Financial Proposal shall be submitted strictly in Indian Rupees (INR) and in the Standard Financial Proposal Submission Form prescribed in this RFP. Any Financial Proposal that is conditional or not submitted in the prescribed format shall be summarily rejected

C. Submission, Opening and Evaluation of Proposals:

18) Submission of Proposal:

a) Proposal Upload: Technical and Financial Proposals must be uploaded separately on the e-Procurement Portal specified in the *Data Sheet*. Proposals must be uploaded on or before the deadline indicated in *section 1*. If the office happens to be closed on the proposal submission deadline, the deadline shall not be extended. Manual submission of proposals shall not be accepted. Proposals submitted through any modality other than those stipulated in the Data Sheet shall be considered non-responsive and liable for rejection.

b) Deadline Compliance: Consultancy Firm are advised to ensure submission of their Proposal within the stipulated deadline, taking the server clock as reference. The client shall not entertain any request on the grounds that the server clock was incorrect or that a particular consultant could not submit their Proposal because of this. Technical failures, internet connectivity issues, or heavy portal traffic shall not be considered as valid reasons for any complaint. The client shall not be responsible for any failure, malfunction, or breakdown of the e-procurement portal.

c) Extension of Deadlines: The date for submission and opening of Proposals may be extended under the following circumstances:

- (i) If a sufficient number of Proposals have not been received within the stipulated time, and the client believes that an extension may result in additional submissions; or
- (ii) If substantial modifications to the RFP document are required due to discussions during the pre-Proposal meeting or otherwise, and the time available for preparation of Proposals is deemed insufficient.

d) Modification and Resubmission: Once submitted, the Proposal can be viewed or modified as allowed by e-Procurement system/web portal.

e) Withdrawal of Proposal: A Consultancy Firm may withdraw their Proposal before the submission deadline, and it shall be marked as withdrawn and will not be opened during Proposal evaluation. Proposals cannot be withdrawn after the submission deadline and before the Proposal validity period expires. If a consultancy firms withdraws their Proposal during this period, the client reserves the right to forfeit the Bid Security (or enforce the Bid Securing Declaration, if allowed) in addition to any other punitive actions as specified in the RFP.

f) Financial Information in Technical Proposal: Consultancy Firm must not include any financial information, financial bids, or details directly related to the financial quote in the Technical Proposal. Submission of such information in the Technical Proposal shall result in rejection of the Proposal.

19) Opening of the Technical Proposal:

a) Public Opening: The client shall publicly open online the Technical Parts of all proposals received by the submission deadline, at the date, time, and place specified in the *Section 1*, in the presence of designated representatives of the consultancy firm and any other interested parties who wish to attend. The status of the opening may also be viewed online by consultancy firm through the e-procurement portal.

b) Financial Parts: The Financial Parts of the proposals shall remain encrypted and unopened in the e-procurement system until the public opening scheduled after completion of the evaluation of the Technical Parts.

c) Announcement During Opening: During the opening, the client will announce the consultancy firm names, the presence or absence of a Bid Security or Bid Securing Declaration (if required), and any other relevant details as deemed appropriate, which may also be made available online.

d) Holiday Contingency: If the scheduled proposal opening day is declared a holiday by the client, the proposals shall be opened at the same time and location on the next working day.

e) Documentation: An electronic summary of the bid opening shall be generated and uploaded on the e-procurement portal. The client shall also prepare official minutes of the bid opening, capturing all information disclosed during the process, and make the same available online for viewing.

20) Determination of Responsiveness

a) The Proposal Evaluation Committee, constituted by the client, shall determine the responsiveness of each Proposal with reference to the requirements outlined in the RFP, based solely on the contents of the Proposal as submitted.

b) A Proposal shall be considered substantially responsive if it meets all the requirements of the RFP, without material deviation, reservation, or omission. For this purpose:

- i) A “deviation” means a departure from the specified requirements of the RFP.
- ii) A “reservation” means setting conditions or limitations, or failure to accept the terms of the RFP in full.
- iii) An “omission” means failure to provide part or all the information or documentation required under the RFP.

c) A material deviation, reservation, or omission is one that:

- i) Substantially affects the scope, quality, or performance of the Services to be provided under the Contract;
- ii) Limits in a substantial way the rights of the client or the obligations of the Consultancy Firm under the Contract; or
- iii) If rectified, would unfairly affect the competitive position of other Consultancy Firm who submitted substantially responsive Proposals.

- d) The Proposal Evaluation Committee shall carefully examine the technical aspects of each Proposal to confirm compliance with the RFP requirements, and to ensure that there are no material deviations, reservations, or omissions.
- e) A Proposal shall be deemed responsive if it conforms to all terms, conditions, and requirements set out in the RFP, or if it contains only minor deviations or errors that do not materially affect the substance of the Proposal and can be corrected without altering the intent or content of the Proposal.
- f) Proposals that are determined to be non-responsive or found to contain material deviations, reservations, or omissions shall be rejected and shall not be considered for further evaluation.

21) Non-conformities, Errors, and Omissions

- a) Provided that a Proposal is substantially responsive, the client may waive any non-conformity, deviation, or omission that does not constitute a material deviation.
- b) Where a Proposal is substantially responsive, the client may request the Consultancy Firm to submit additional information or documentation within a reasonable time frame to correct non-material omissions or documentary non-conformities. Such clarifications shall not relate to any aspect of the Proposal Price. Failure to respond within the stipulated time may result in rejection of the Proposal.
- c) If a Proposal is substantially responsive, the Proposal Evaluation Committee may rectify quantifiable non-material non-conformities related to the Proposal Price. For comparison purposes only, the Proposal Price shall be adjusted to reflect the price of missing or non-conforming items or components, as applicable.

22) Immaterial non-conformities

- a) The Proposal Evaluation Committee may waive minor deviations, non-conformities, or omissions in the Proposal that do not constitute a material deviation, reservation, or omission, and may deem such Proposal to be responsive.
- b) The Proposal Evaluation Committee may, at its discretion, request the Consultancy Firm to provide clarifications or submit documents of a historical and factual nature within a reasonable period. Failure to comply with such a request within the stipulated time shall result in rejection of the Proposal.
- c) The Proposal Evaluation Committee may rectify immaterial non-conformities or omissions based on the information or documentation submitted by the Consultancy Firm, provided such rectification does not affect the substance of the Proposal.

23) Clarification of Proposals

- a) During the evaluation of Technical or Financial Proposals, the Client may, at its discretion and without any obligation, request the Consultancy Firm to clarify its Proposal by a specified date. The Consultancy Firm shall submit the clarification within the specified timeline (or, if not specified, within seven (7) days from receipt of such request).

Requests for clarification shall be issued in writing or electronically. No change in the price, or in the substance of the Proposal, shall be sought, offered, or permitted if it results in any undue advantage to the Consultancy Firm. Any unsolicited clarification submitted by a Consultancy Firm shall not be considered.

- b) The Client may, at its discretion, seek shortfall information/documents only in respect of historical documents (i.e., documents that pre-existed at the time of Proposal submission, have not changed thereafter, and do not provide any undue advantage to the Consultancy Firm).
- c) If the Consultancy Firm fails to provide satisfactory clarification and/or missing information within the permitted time, the Proposal shall be evaluated based on the information available, and no further opportunity shall be provided.

24) Evaluation of Technical Proposals

- a) Evaluation shall be based on the scrutiny and examination of all relevant data and details submitted by the Consultancy Firm in its Proposal, along with any other information deemed appropriate by the Client. Proposals shall be evaluated only on the criteria and conditions specified in *Section 4 – Evaluation Criteria*.
- b) The determination shall not consider the qualifications or experience of entities other than the Consultancy Firm submitting the Proposal, such as subsidiaries, parent companies, affiliates, or any other associated firms.
- c) The Consultancy Firm’s Technical Proposal shall be evaluated in two parts:
 - i) Part A comprises the mandatory eligibility and qualification criteria that must be met by all Consultancy Firm. Technical Proposals that do not fulfil all the requirements under Part A shall be treated as non-responsive and shall not be considered for further evaluation under Part B
 - ii) Technical Proposals of Consultancy Firm who qualify under Part A shall then be evaluated under Part B, using the scoring criteria, sub-criteria, and point system specified in Section 4.
- d) Shortlisted Consultancy Firm (i.e., those qualifying under Part A) may be required to make a presentation on their submitted Technical Proposal. The presentation shall strictly relate to the contents of the submitted Technical Proposal and shall only assist the Client’s Evaluation Committee in better understanding the Proposal.
- e) The Client’s Evaluation Committee shall evaluate each responsive Technical Proposal based on its conformity with the TOR and compliance with the requirements of this RFP.
- f) Each Proposal shall be assigned a Technical Score.
- g) Any Proposal that fails to achieve the minimum qualifying Technical Score stated in the *Data Sheet* shall be rejected and excluded from further evaluation.
- h) Only those Consultancy Firm who obtain the minimum qualifying Technical Score shall be eligible for opening of their Financial Proposals.

25) Confidentiality:

- a) From the time of opening the Proposals until publication of the Contract Award, Consultancy Firm shall not contact the Client on any matter related to their Technical or Financial Proposal. All information relating to the evaluation of Proposals and the recommendation for award shall remain confidential and shall not be disclosed to Consultancy Firm or to any person not officially involved in the process, until the Client issues the Notification of Intention to Award the Contract. However, the Client may, where applicable, inform Consultancy Firm of the outcome of the Technical Proposal evaluation.
- b) Any attempt by a Consultancy Firm, or by any person acting on its behalf, to unduly influence the Client during the evaluation process or in the decision-making for award of the Contract shall result in rejection of the Consultancy Firm's Proposal. Such conduct may also attract action under the prevailing laws, including debarment.
- c) Notwithstanding the above, if a Consultancy Firm wishes to communicate with the Client on any matter related to the selection process during the period between Proposal opening and publication of the Contract Award, such communication shall be made only in writing.

26) Opening of Financial Proposals:

- a) Upon completion of the technical evaluation, the Client shall notify, through the online procurement portal or Email, all Consultancy Firm whose Proposals have been declared non-responsive, i.e., those that did not attain the minimum qualifying technical score.
- b) Simultaneously, the Client shall notify all Consultancy Firm who have achieved the minimum qualifying technical score, disclosing their overall technical score along with a detailed breakup against each criterion and sub-criterion. The notification shall also specify the date, time, and venue (physical or online, as applicable) for the public opening of the Financial Proposals and shall include an invitation to attend.
- c) The public opening of the Financial Proposals shall be scheduled no earlier than the number of Business Days specified in the *Data Sheet* from the date of publication of the technical evaluation results on the online procurement portal.
- d) Attendance at the public opening of Financial Proposals, whether in person or through online mode, shall be optional and entirely at the discretion of the Consultancy Firm.
- e) The Financial Proposals shall thereafter be opened publicly by the Client, in the presence of the representatives of the Consultancy Firm and any other interested parties who choose to attend.
- f) A record of the public opening shall be prepared and uploaded on the online procurement portal.

27. Selection Method: Quality-and-Cost-Based Selection (QCBS)

Under the Quality-and-Cost-Based Selection (QCBS) method, the final ranking of consultants shall be determined by combining their Technical and Financial Scores, using the respective weightages indicated in the *Data Sheet*.

The methodology and detailed formula for computing the combined score are provided in **Section 4 – Evaluation Criteria**.

The Consultancy Firm obtaining the highest combined score (Technical + Financial) shall be considered to have submitted the most advantageous Proposal and shall be invited for Contract negotiations.

D. Negotiations and Award:

28) Negotiations

A. Technical Negotiations :

- (i) Technical negotiations shall be held on a date and at a time and **address** to be communicated by the Client in writing to the top-ranked Consultancy Firm. Such communication will be sent via email or post to the authorized representative of the Consultancy Firm. The Consultancy Firm shall be represented by an authorized person(s) holding a valid Power of Attorney authorizing them to negotiate and sign the Contract on behalf of the Consultancy Firm. Technical negotiations shall include discussions on the TOR, the Consultancy Firm's proposed methodology and work plan, client inputs, relevant Special Conditions of Contract, and finalization of the 'Description of Services' section of the Contract.
- (ii) These discussions shall not result in any substantial modification to the original scope of services defined in the TOR or to the key terms of the Contract, as such changes may affect the quality of outputs, the price, or the basis of the original evaluation.
- (iii) Availability of Key Experts
 - a) The invited Consultancy Firm shall confirm the availability of all Key Experts proposed in its Technical Proposal as a condition precedent to entering negotiations. In the event that the proposal validity period has expired, the Consultancy Firm shall be permitted to propose a replacement for any Key Expert who is no longer available. Such replacement shall be subject to the following conditions:
 - b) The Consultancy Firm must provide written justification for the non-availability of the original expert.
 - c) The proposed replacement must possess qualifications and experience equal to or higher than the original expert, such that the technical score of the proposal is not diminished.
 - d) The replacement shall be evaluated by the Client in accordance with ITC Clause 13. Failure to provide an acceptable replacement may lead to the rejection of the Proposal.
 - e) Substitution of Key Experts during negotiations shall be permitted only in circumstances beyond the reasonable control of the Consultancy Firm and not foreseeable at the time of Proposal submission, such as death or certified medical incapacity. In such cases, the Consultancy Firm shall propose a substitute within the period specified in the invitation to negotiations. The replacement Key Expert must possess qualifications and experience equal to or better than those of the originally proposed expert, subject to the client's approval.

B. Financial Negotiations

- (i) Financial negotiations shall include clarification of the Consultancy Firm's tax liabilities and the manner in which these will be reflected in the Contract.
- (ii) Where the selection method includes cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be subject to negotiation.

C. Conclusion of Negotiations

- (i) The client shall prepare formal minutes of the negotiations, to be signed by both the client and the Consultancy Firm's authorized representative.

- (ii) Negotiations shall conclude with a review and finalization of the draft Contract. The finalized draft shall then be initialed by both parties.
- (iii) If negotiations fail, the client shall notify the Consultancy Firm in writing, outlining the outstanding issues and providing a final opportunity for resolution. If unresolved, the client may terminate negotiations and record the reasons for doing so.
- (iv) Upon termination of negotiations with the first-ranked Consultancy Firm, the client shall invite the next-ranked Consultancy Firm for negotiations. Once negotiations commence with the next-ranked Consultancy Firm, the client shall not reopen discussions with any previously considered Consultancy Firm.

29) Contract Period:

The contract shall be valid for an initial period of three (3) years from the date of signing or till the completion of the Project, whichever is earlier. It may be extended for a further period of up to two (2) additional years or closure of the project, granted on a yearly basis. Such extensions are subject to satisfactory performance and the sole discretion of Client, based on the mutually agreed Terms and Conditions.

30) Notification of Award

- (i) Prior to the expiration of the Proposal validity period, the client shall notify the successful Consultancy Firm in writing that its Proposal has been accepted. This notification, referred to as the Letter of Award (LoA) in the Conditions of Contract and Contract Forms, shall specify the accepted Contract price. The expected date of Contract award shall be as indicated in the *Data Sheet*.
- (ii) The issuance of the LoA shall constitute the client's intention to award the Contract to the successful Consultancy Firm. The Contract shall become binding only upon the Consultancy Firm's acceptance of the LoA, furnishing of the Performance Security in accordance with the provisions of this RFP, and execution of the Contract Agreement. Where permitted under the applicable procurement rules, the client may, at its discretion, issue the Contract Agreement directly, subject to the Consultancy Firm furnishing the required Performance Security.

31) Signing of Contract

Promptly after the Notification of Award, the client shall send the Contract Agreement to the successful Consultancy Firm. Within twenty one (21) days of receiving the Contract Agreement, the Consultancy Firm shall sign, date, and return the executed Contract to the client, together with all documents required to be submitted at the time of signing.

32) Performance Security

- a) Within twenty-eight (28) days of receiving the Letter of Award, the successful Consultancy Firm shall furnish the Performance Security in the amount and form specified in the *Data Sheet*.
- b) The Performance Security shall be submitted in the form of a Bank Guarantee or pledged Fixed Deposit Receipt (FDR) issued by a Scheduled Commercial Bank in India, in favour of the client, and in the format provided in the RFP/Contract.

- c) The Performance Security shall remain valid for a period of six (6) months beyond the completion of all contractual obligations, including any extensions, if applicable.
- d) Failure of the successful Consultancy Firm to submit the required Performance Security or to sign the Contract Agreement within the stipulated period shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such case, the client reserves the right to award the Contract to the next most advantageous Consultancy Firm.
- e) Upon signing of the Contract Agreement and submission of the required Performance Security, the client shall promptly release the Bid Securities of both the successful and unsuccessful Consultancy Firm, in accordance with the provisions of this RFP.
- f) The Consultancy Firm shall be solely responsible for renewing or extending the validity and claim period of the Performance Bank Guarantee (PBG), where required, to ensure continuous validity until expiry of the required period.
- g) The client reserves the right to invoke the Performance Bank Guarantee in the event the Consultancy Firm:
 - i) fails to discharge its contractual obligations during the Contract Period; or
 - ii) causes loss or damage to the client due to negligence, default, or non-performance in implementing the Project, in accordance with the agreed terms and conditions.

33) Grievance Redressal/ Complaint Procedure

- a) A Consultancy Firm shall have the right to submit a complaint or seek de-briefing regarding the rejection of its Proposal, in writing or electronically, within ten (10) days from the date of publication of the techno-commercial or financial evaluation results to the RFP inviting authority.
- b) Within five (5) working days of receipt of the complaint, the client shall acknowledge the complaint in writing, confirming its receipt and informing the complainant that a detailed response will follow after due examination.
- c) The Client shall communicate its final decision to the complainant within fifteen (15) days of receipt of the complaint. No information relating to the confidential evaluation process or the recommendation for award shall be disclosed prior to publication of the Notification of Award.
- d) Exclusions and Eligibility: The following matters and conditions apply to the complaint process:
 - (i) Only a Consultancy Firm that has participated in the procurement process (pre-qualification or bidding, as applicable) may submit a complaint through its authorized person only.
 - (ii) Only a Consultancy Firm that is directly affected by the decision being challenged may submit a complaint.
 - (iii) Where Technical Proposals are evaluated prior to opening Financial Proposals, an application for review concerning the Financial Proposal may be filed only by a Consultancy Firm whose Technical Proposal has been declared responsive/acceptable.
 - (iv) No third-party information, including other Consultancy Firm' Proposals or specific marks awarded to competitors, shall be shared in response to a complaint to maintain confidentiality.

Section 3. ITB-Data Sheet

The following specific information for the procurement of Consultancy Services shall complement, supplement, or amend the provisions of the Instructions to Consultancy Firm (ITC). In the event of any conflict between the provisions of the ITC and those specified in this Data Sheet, the provisions of the Data Sheet shall prevail

ITC Reference	Details
ITC 1 (b)	The client is: <i>Director, Technical Education, Vocational and Industrial Training, H.P. Sundernagar, District Mandi 175018</i>
ITC 7(a)	<p>The amount of Bid security shall be Rs. Ten Lakh (10 Lakh) only in the form of anyone of the following</p> <p>The EMD shall be submitted through any one of the following instruments/modes, in favour of the client:</p> <p>a) Demand Draft (DD) / Banker's Cheque: Drawn from a scheduled commercial bank, payable at Sundernagar, in favour of <i>Director, Technical Education, H.P.</i></p> <p>b) Fixed Deposit Receipt (FDR): A fixed deposit, pledged in favour of <i>Director, Technical Education, H.P.</i></p> <p>Consultancy Firm has to upload scanned copy / proof of the DD /FDR along with technical proposal and must ensure delivery of hardcopy to the client within 5 days of Bid End date / Bid Opening date.</p>
ITC 7(b)	<p>Exemption from EMD:</p> <p>Consultancy Firm(s) registered as: Micro and Small Enterprises (MSEs) under the MSME Act, or Start-ups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), or Consultancy Firm registered with Central Purchase Organizations (CPOs) for the services under this RFP, are exempted from payment of EMD upon submission of valid supporting documents.</p> <p>Bid Security Declaration (Mandatory for Exempted Consultancy Firm): Consultancy Firm claiming exemption from EMD payment must mandatorily submit a signed Bid Security Declaration in the format provided in Section 6. Failure to submit the declaration shall result in disqualification of the bid.</p>

ITC 10	A) Technical Proposal / Envelop:
ITC Reference	Details
	<p>List of documents to be uploaded online</p> <p>A. Technical Proposal Envelop:</p> <ol style="list-style-type: none"> 1. Copy of Incorporation/Registration Certificate of consultancy Firm. 2. Copy of GST Registration Certificate and PAN Card. 3. Copy of Bid Security / EMD Document (DD/FDR Annexure VI /Online payment receipt, as applicable). 4. Bid Securing Declaration – for consultants claiming exemption from furnishing EMD (<i>Form T-9B</i>). 5. FORM TECH-1: Letter of Proposal Submission 6. FORM TECH-2 : Details of the Consultancy firm 7. FORM TECH-3 : Technical Proposal 8. FORM TECH 4 A- Format for Highlighting details of Relevant Experience (along with all relevant documents) 9. FORM TECH-4 B- Summary of Relevant Experience Details mentioned in Tech 4 A 10. FORM TECH-5: Curriculum Vitae (CV) of Key Experts 11. FORM TECH -6: Team Composition and Task Assignment 12. FORM TECH-7 : Work Schedule and planning for deliverables 13. FORM TECH-8: Team Composition and Key Experts’ Inputs 14. FORM TECH-9 : Declaration Regarding Conflicting Activities 15. FORM TECH-10 : Self-Certification of Eligibility and Non-Blacklisting 16. FORM TECH-11: Certification of Turnover /Financial Capability OR Audited Annual Financial Statements (Balance Sheet, Profit & Loss Account, and Schedules) for the last three (3) financial years ending 31st March 2025. 17. Annexure -I: Power of Attorney for signing of Bid 18. Annexure -V: Declaration on Joint Venture/Consortium (if applicable) 19. Annexure -VIII: Integrity Pact 20. Annexure - IX: Details of Past Debarment & Restoration of Eligibility (If applicable) 21. Any Other Document(s) specifically mentioned in the RFP <p>B. Financial proposal Envelop</p> <p>FORM FIN -1: Financial Proposal Submission Letter</p> <p>FORM FIN -2 : Details of Remuneration (In BOQ)</p>
ITC 11	Participation of Sub-consultancy firms, Key Experts, and Non-Key Experts in more than one Proposal shall not be permitted.
ITC 13(a)	Proposals shall be valid for 180 calendar days from the last date of submission of proposal

ITC 14(a)	Clarifications may be requested online not later than Seven(7)days prior to the submission deadline.
ITC Reference	Details
	client's address: <i>Director, Technical Education, Vocational and Industrial Training, H.P. Sundernagar, District Mandi 175018</i> Email:- techedu-hp@nic.in
ITC 18 (a)	The client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process : https://hptenders.gov.in
ITC 24 (g)	The minimum technical score (St) required to pass is : 60 Marks
ITC 26 (c)	Days shall be 6 business days
ITC 27	The weights given to the Technical (T) and Financial (F) Proposals are: T = 70%, and F = 30%
ITC 28 A(i)	<i>Director, Technical Education, Vocational and Industrial Training, H.P. Sundernagar, District Mandi 175018</i>
ITC 30 (i)	The expected date of award of contract is <i>Within one month after the finalization of Consultancy Firm.</i>
ITC 32 (a)	The Performance Security shall be Rs. 30.00 Lakhs.

Section 4 – Eligibility, Qualification and Evaluation Criteria

This section outlines the criteria that the client will use to evaluate Proposals and determine the qualification of consultancy firms. No other factors, methods, or criteria shall be applied for the purpose of evaluation beyond those specified herein. Experience, turnover, net worth, manpower, or any other credentials of the Bidder’s parent company, subsidiary, associate, holding company, group company, or any other related entity shall not be considered for the purpose of evaluation, unless explicitly permitted in this RFP.

A) Eligibility and Qualification Criteria:

1) Eligibility Criteria:

The consultancy firm should meet the following all eligibility criteria:

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
1	Legal Status	<p>The Consultancy Firm must be a legally registered entity in India, such as a Private Limited Company, Limited Company, or Limited Liability Partnership (LLP).</p> <p>In the case of a Consortium / Joint Venture, the Lead Consultancy Firm and each Consortium Member must also be a legally registered entity.</p>	Copy of the incorporation/ registration certificate clearly indicating the nature of business.
2	Tax and Statutory Compliance	<p>The Consultancy Firm must have valid and active registrations for: Goods and Services Tax Identification Number (GSTIN) & Permanent Account Number (PAN)</p> <p>In the case of a Consortium/ Joint Venture, all members must have PAN and GSTIN registrations.</p>	Copy of certificate for Registration under GSTN and copy of PAN
3	Minimum Operational Experience of the Firm	The Consultancy firm must have at least 05 years of operational experience in consultancy services from the date of incorporation.	Copy of the incorporation/ registration certificate clearly indicating the nature of business

4	Blacklisting/ Debarment	<p>The Consultancy Firm must not be under blacklist or debarred by any government department, public sector undertaking, or multilateral agency as on the date.</p> <p>In case of a Joint Venture/ Consortium, all members must meet this requirement of submission.</p>	Self-declaration on company letterhead by authorized signatory
5	Conflict of Interest	<p>The Consultancy Firm must not have any conflict of interest, as defined in the Instructions to Consultancy Firm (ITC) section of this RFP.</p> <p>In case of a Joint Venture / Consortium, all members must comply with this requirement.</p>	Declaration by authorized signatory
6	Bid Security Compliance	Submission of EMD	<p>Copy of Account Payee Demand Draft/Banker Cheque/ Fixed Deposit Receipt.</p> <p>If the Consultancy Firm is claiming exemption from submission of EMD, following documents need to be submitted</p> <p>A valid and relevant registration certificate (e.g., Udyam Registration for MSEs, DPIIT recognition certificate for Start-ups); and A duly signed Bid Security Declaration as prescribed in the RFP.</p>

2) Qualification Criteria:

The consultancy firm should meet the following all qualification criteria :

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
1	Turnover	<p>The Consultancy Firm must have a minimum average annual turnover of Rs. 10 Crore during the last three (3) financial years ending 31st March 2025, as evidenced by audited financial statements.</p> <p>In case of Consortium / Joint Venture The Lead Consultancy Firm must meet at least 50% of the turnover requirement. The combined turnover of all Consortium Members must meet 100% of the required turnover.</p>	<p>Audited Annual Financial Statements (Balance Sheet, Profit & Loss Account, and Schedules) for the last three (3) financial years ending 31st March 2025.</p> <p>OR</p> <p>A Certificate from a Chartered Accountant (CA) clearly certifying: Annual Turnover for each of the last three financial years; and Net worth For JV/ Consortium proposal, documents to be submitted by the Lead Consultancy Firm and by each Consortium Member separately.</p>
2	Financial: Net worth	<p>The Consultancy Firm must have a positive net worth for the last three (3) consecutive financial years, i.e., 2022-23, 2023-24, and 2024-25, as evidenced by audited financial statements.</p> <p>Joint Venture / Consortium: The Lead Consultancy Firm must have a positive net worth for the same period.</p>	<p>Audited financial statements for the past 3 financial years. CA Certificate for 3 Years.</p>

3	Experience of Consultancy Firm in Similar Projects	<p>The Consultancy Firm must demonstrate successful completion of similar consultancy assignments during the last five (5) years reckoned from the last date of bid submission, meeting any one of the following:</p> <p>a) One (1) similar assignment of value not less than Rs. 5 Crore; OR b) Two (2) similar assignments of value not less than Rs. 3 Crore each; OR c) Three (3) similar assignments of value not less than Rs. 2 Crore each.</p>	Experience shall be supported by work orders, supporting documents verifying completion of Project or completion certificates.
		<p>In case of JV/Consortium the Lead member must meet at least 50% of the technical experience requirement on its own.</p> <p><i>“Similar assignment” design and implementation of skill development / TVET (Technical and Vocational Education and Training)/education projects with any central ministry/department/state or Union territory in India</i></p>	
4	Manpower Strength	Consultancy firm should have Minimum 20 manpower strength having requisite education, qualification, and experience in their direct payroll.	Self-certification from the HR Head of the organization.

B) Technical Evaluation Criteria:

Technical Proposal of Consultancy Firm(s), who meet(s) the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below

Part B

Sr. No.	Criteria	Max Points	Notes																					
A.	Firm Turnover The average annual turnover of the agency of the last three financial years ending on March 2025 from consulting services rendered in India:	10	<i>As mentioned in 2(1)</i>																					
	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Average annual turnover (in Rs. Crore)</th> <th>Proposed Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>5 marks</td> </tr> <tr> <td>2</td> <td>11-25</td> <td>6 marks</td> </tr> <tr> <td>3</td> <td>26-40</td> <td>7 marks</td> </tr> <tr> <td>4</td> <td>41-55</td> <td>8 marks</td> </tr> <tr> <td>5</td> <td>56-70</td> <td>9 marks</td> </tr> <tr> <td>6</td> <td>More than 70</td> <td>10 marks</td> </tr> </tbody> </table>			Sl. No.	Average annual turnover (in Rs. Crore)	Proposed Marks	1	10	5 marks	2	11-25	6 marks	3	26-40	7 marks	4	41-55	8 marks	5	56-70	9 marks	6	More than 70	10 marks
	Sl. No.			Average annual turnover (in Rs. Crore)	Proposed Marks																			
	1			10	5 marks																			
	2			11-25	6 marks																			
	3			26-40	7 marks																			
	4			41-55	8 marks																			
5	56-70	9 marks																						
6	More than 70	10 marks																						
B.	Consultancy firm's Specific Experience 1. Previous experience in the design and implementation of skill development / TVET (Technical and Vocational Education and Training)/education projects with any central ministry/department/state or Union territory in India.	10																						
	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Experience (in years)</th> <th>Proposed Marks</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>5</td> <td>5 marks</td> </tr> <tr> <td>2.</td> <td>6</td> <td>6 marks</td> </tr> <tr> <td>3.</td> <td>7</td> <td>7 marks</td> </tr> <tr> <td>4.</td> <td>8</td> <td>8 marks</td> </tr> <tr> <td>5.</td> <td>9</td> <td>9 marks</td> </tr> <tr> <td>6.</td> <td>10</td> <td>10 marks</td> </tr> </tbody> </table>			Sl. No.	Experience (in years)	Proposed Marks	1.	5	5 marks	2.	6	6 marks	3.	7	7 marks	4.	8	8 marks	5.	9	9 marks	6.	10	10 marks
	Sl. No.			Experience (in years)	Proposed Marks																			
	1.			5	5 marks																			
	2.			6	6 marks																			
	3.			7	7 marks																			
	4.			8	8 marks																			
5.	9	9 marks																						
6.	10	10 marks																						
C	Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs)	30	<i>As mentioned in Tech Form 3 and ToR</i>																					
	(i) Technical approach and methodology for carrying out the assignment			15																				
	(ii) Work Plan			10																				
	(ii) Deployment Plan			5																				

D	Key Experts' qualifications and competence for the Assignment: (<i>Indicative and State to decide</i>)	40	CVs of proposed key experts in Tech Form 5
K-1	<i>Team Leader (01 No):13 Marks</i>		
K-2	Monitoring, Evaluation & Data Systems Expert (01 No): 09 Marks		
K-3	Financial & Procurement Management Expert (01 No): 09 Marks		
K-4	Capacity Building, Knowledge & Change Management Expert (01 No) : 09 Marks		
	<i>The number of Marks to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights (total 100%):</i>		
	a. Educational Qualification & Training: <i>General and relevant Education: [20%]</i>		
	b. Adequacy for the assignment: <i>professional experience in the sector/ similar assignments/ knowledge of administrative systems/government organizations: [75%]</i>		
	c. Relevant Experience in "Transfer of knowledge" <i>if relevant to the assignment: [5%]</i>		
E	Consultancy Firm shall present the approach and methodology, case studies, work plan and deployment plan during technical presentation	10	As per the Tech Form 3
	Total Marks all criteria	100	

C) Financial Evaluation Criteria:

The consultancy Firm with the lowest financial bid (L1) shall be awarded a financial score of 100. Financial scores for all other consultancy firm shall be calculated using the following formula:

$$\text{Financial Score of a Consultancy Firm (Fn)} = \left(\frac{\text{Financial cost of L1 Consultancy Firm}}{\text{Financial cost of the Consultancy Firm under evaluation}} \right) \times 100$$

An illustrative example is provided below; (Weightage T-70 %, F-30%)

Consultancy Firm Name	Price Quoted	Financial Score out of 100
Consultancy Firm A	Rs. 9,00,000	88.89
Consultancy Firm B	Rs.10,00,000	80.00
Consultancy Firm C	Rs. 8,00,000	100.00

D) Combined evaluation and recommendation for award of contract

The Combined Score (S) for each consultancy firm shall be calculated as

$$\text{follows: } S = (\text{Technical Score} \times 0.70) + (\text{Financial Score} \times 0.30)$$

The consultancy firm achieving the highest Combined Score (S) shall be ranked first and considered for award of the contract.

Consultancy Firm Name	Tech Score	Fin Bid (Rs.)	Fin Score	Tech Weightage 70%	Fin Weightage 30%	Combined Score	Rank
Consultancy Firm C	85	8,00,000	100.00	59.50	30.00	89.50	1
Consultancy Firm B	92	10,00,000	80.00	64.40	24.00	88.40	2
Consultancy Firm A	88	9,00,000	88.89	61.60	26.67	88.27	3

The consultancy firm obtaining the highest combined score shall be recommended for award of contract by the evaluation committee.

Note : In case the combined score of Bidders comes out to be equal/tied, then in that case, the Bidder having highest Technical Score will be ranked first and awarded the contract.

Section -5 Terms of Reference (ToR)

1) Background

- a) The Directorate General of Training (DGT) in Ministry of Skill Development and Entrepreneurship (MSDE), Govt of India is the apex organisation for development and coordination at National level for the programmes relating to Vocational Training including Women's Vocational Training. The DGT is responsible for overseeing long-term skilling programs, notably the Craftsman Training Scheme (CTS), which provides training courses ranging from 6 months to 2 years. DGT plays a pivotal role of setting policies, standards, and guidelines for these programs, including curriculum design, development, affiliations, and assessments, such as conducting national-level examinations. Training under CTS is carried out through Industrial Training Institutes (ITIs), while instructor training is facilitated by National Skill Training Institutes (NSTIs). The Ministry of Skill Development and Entrepreneurship (MSDE) has also entrusted the DGT with the implementation of apprenticeship training in “Designated Trades,” which provides practical, on-the-job experience for apprentices in various sectors. In addition, DGT runs, from time-to-time schemes for supporting State Governments for strengthening the ITIs and the skilling infrastructure. This ensures a steady stream of skilled workers in various trades for the industry.
- b) ITIs, over the years, these institutes have consistently been a key focus for the Government of India (GoI), resulting in significant improvements. Over the last 10 years, enrolments have risen from 9.46 lakh to 14.2 lakh, and 23 new age courses have been introduced, aligned with industry demands to ensure that students acquire relevant skills for the evolving job market. While the policy making for affiliation and examination lies with central government, the administrative and financial control of ITIs rests with the State/UT governments.
- c) National Skill Training Institutes (NSTIs), centrally funded institutes managed by the Directorate General of Training (DGT), are focusing on strengthening the skilling ecosystem to match the demand and supply of the job market. The main objective of NSTI is to impart training to the instructors of ITIs in the country. Currently, there are 33 NSTIs (19 women focused and 14 General) spread across country. NSTIs are imparting training both in skills and training methodology for the instructor trainees to make them conversant with methodology of teaching and techniques of transferring hands-on skills, to produce skilled manpower for the industry.
- d) Notwithstanding the important role that ITIs and NSTIs currently play in workforce training in India, there is a pressing need for a comprehensive overhaul to better align these institutions with the demands of a rapidly growing economy. As India looks to expand its formal economy in the coming years, a larger pool of skilled and qualified workers will be essential. A thorough analysis of the existing ITI ecosystem, coupled with insights from multiple parliamentary reports, highlights that the efforts to enhance the capabilities of ITIs and NSTIs require more pragmatic, systemic, and coordinated actions.
- e) This transformation will entail a complete overhaul of infrastructure, ensuring modern facilities and state-of-the-art equipment to deliver industry-relevant training.

Additionally, an improved governance structure is needed to streamline operations and enhance the effectiveness of these institutions. Moreover, an enabling regulatory environment should be created, one that encourages industries to gradually take greater ownership of the outcomes produced by these training institutions. Lastly, the availability of qualified and skilled instructors must be ensured to maintain the quality and consistency of training, which is critical for meeting future labor market demands.

- f) A centrally sponsored scheme with an outlay of Rs. 60,000 crore (Central Share: Rs. 30,000 crore, State Share: Rs. 20,000 crore and Industry Share: Rs. 10,000 crore) for upgradation of 1,000 Industrial Training Institutes in hub and spoke arrangements with focus on outcome orientation has been announced in Union Budget 2024. The Scheme proposes to establish government-owned, industry-managed Industrial Training Institutes (ITIs), in collaboration with state governments and industry.
- g) 20 lakh youth will be skilled over a 5-year period in courses aligned to the human capital requirement of industries in the catchment area of upgraded ITIs, thus facilitating industries, including MSMEs, in finding employment-ready manpower. The course content and design will be aligned to skill needs of the industry, and new courses will be introduced for emerging needs, including IR 4.0, Green skills, and other emerging areas.
- h) Given the scale at which this upgradation will be implemented, scheme design, planning with detailed guidelines and robust monitoring tools will be critical. Additionally, risk management needs to be proactive, identifying potential challenges and devising strategies to mitigate them well in advance. To achieve these ambitious goals, DGT desires to engage an agency capable of providing strategic supporting both the design and implementation of this comprehensive program. This agency will play a crucial role in shaping the overall structure, ensuring seamless execution, and driving the transformation of ITIs into dynamic institutions that meet the future needs of India's economy.
- i) The ITI Upgradation scheme is proposed to have two components:
 - (i) **Component I:** Upgradation of ITI in Hub and Spoke Model with revamped trades (courses)
 - (ii) **Component II:** Transforming identified NSTIs, currently for training of trainers into exemplar skill training institutions

Out of above components, only Component-I is applicable under this Project.

- j) Implementation of the scheme will primarily take place through State/UT Governments, who are responsible for administration and management of Government ITIs. Given the scale and complexity of activities—including planning, coordination with institutions and industry partners, capacity building, financial management, monitoring and reporting—States require dedicated technical and project management support.
- k) Accordingly, the State Government proposes to engage a Consultancy Firm to function as the Project Management Consultancy (PMC) to support the

State Project Monitoring Unit (SPMU) in implementing the scheme at the State level. The PMC will work in close coordination with the Directorate General of Training (DGT), the State Directorate of Training, the State SPMU, and the National PMU, and will provide technical, managerial, analytical, and coordination support throughout the duration of the scheme.

- l) The Consultancy Firm shall assist the State in planning and implementation, monitoring progress, preparing periodic reports, facilitating convergence with relevant stakeholders, ensuring compliance with scheme guidelines, and supporting the effective rollout and operation of upgraded ITIs across the State.
- m) At present 136 Govt. ITIs and 134 Private ITIs are functioning under the Department of Technical Education, Vocational & Industrial Training, H.P. and imparting training in 51 designated Trades under the Craftsmen Training Scheme (CTS). In the first instance, one Hub and Spoke Cluster has been identified for the implementation of PM-SETU Scheme in the State of H.P. Govt. Model ITI Nalagarh, District Solan has been approved as Hub ITI and Govt. ITIs Una, Ghumarwin, Rail and Patlikuhl as Spoke ITIs. The number of cluster may increase in future if approved by the State Govt.

2) Objectives of the Assignment

The objective of this assignment is to engage a Consultancy Firm as the Project Management Consultancy (PMC) to support the State Project Monitoring Unit (SPMU) in implementing the “Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs” (PM-SETU). The PMC will provide technical, analytical, and project management support to the State, assist in monitoring and coordination with stakeholders, and ensure timely, compliant, and outcome-oriented implementation of the scheme.

3) Scope of Services

The Consultancy Firm, engaged as the Project Management Consultancy (PMC), shall provide end-to-end technical, managerial, and coordination support to the State Project Monitoring Unit (SPMU) for effective implementation of the “Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs” (PM-SETU) Scheme. The scope of services shall include, but not be limited to, the following:

a) Planning and Implementation Support:

- (i) Develop a methodology for the selection of ITIs for upgradation, ensuring alignment
- (ii) with the local economic context and the State's vision, while maintaining balanced geographical and sectoral coverage.
- (iii) Support the State in the preparation of a comprehensive Five-Year Implementation Plan for the scheme, detailing timelines, deliverables, milestones, and monitoring indicators.
- (iv) Assist in the formation and operationalization of Special Purpose Vehicles (SPVs), including the preparation of necessary agreements such as Shareholding Agreements, License Agreements, Memoranda of Association (MoA), and

Risk Sharing Frameworks.

b) Institutional Handholding and Coordination:

- (i) Provide continuous handholding support to SPVs for the implementation of approved
- (ii) projects and act as the interface between the State Directorate and SPVs.
- (iii) Facilitate industry collaboration and develop frameworks to enhance industry participation in ITI upgradation.
- (iv) Serve as the communication channel between the State, Industries, DGT, NSTIs, and other relevant stakeholders.
- (v) Support state in overall implementation and coordination of scheme.

c) Monitoring, Evaluation, and Reporting:

- (i) Establish project baselines, key performance indicators (KPIs), and monitoring frameworks to track progress, deviations, and performance objectives.
- (ii) Support data collection, validation, and regular reporting to States/ National PMU (NPMU) as per predefined metrics.
- (iii) Conduct periodic performance and viability analysis, recommend corrective actions, and facilitate project review exercises.
- (iv) Provide support to the Independent Monitoring Agency (IMA) and Independent Verification Agency (IVA) for effective monitoring and verification of the scheme's KPI/DLIs during implementation.

d) Financial and Procurement Management:

- (i) Support the State in preparing annual financial plans, budget monitoring, and expenditure tracking.
- (ii) Coordinate and support external audits, ensuring compliance with audit requirements and timely follow-up on audit observations.
- (iii) Assist the State in developing procurement policies, preparing RFP documents, and implementing procurement planning systems in accordance with financial management guidelines.

e) Capacity Building and Knowledge Management:

- (i) Develop capacity building plan, disseminate knowledge and best practices through structured meetings, training programs, and workshops with stakeholders.
- (ii) Facilitate learning sessions for SPVs and ITIs to enhance implementation efficiency, quality, and long-term sustainability.

f) Grievance Redressal and Change Management

- (i) Provide grievance redressal support for implementation agencies and monitor the resolution process to ensure timely action.
- (ii) Recommend program improvements using change management approaches and document best practices for replication and scaling.

- g)** The Consultancy Firm shall undertake any additional assignments that may be specified by the State Government from time to time, provided such assignments are aligned with the objectives of the Scheme and the agreed scope of services.

4) Composition of the Team and its Role :

The PMC shall deploy a four-member core team to cover all six functional areas as envisaged in the Framework. While the primary roles are defined below, the Key Responsibilities include, but are not limited to, the following

Position	Primary Role	Key Responsibilities (Summary)	Alignment with ToR / Framework
Team Leader	Leads overall programme strategy and State-level coordination	<ul style="list-style-type: none"> • Prepare Five-Year Implementation Plan and milestones 	Programme planning, SPV facilitation, inter-agency
		<ul style="list-style-type: none"> • Cluster-based ITI selection • Draft/coordinate SPV documents (MoA, SHA, License, Risk-sharing, etc.) • Coordinate with departments, industry, DGT/NSTIs • Maintain implementation momentum and resolve bottlenecks 	coordination, scheme implementation oversight
Monitoring, Evaluation & Data Systems Expert	Establishes monitoring systems and evaluation architecture	<ul style="list-style-type: none"> • Develop baselines, KPIs, M&E framework • Validate data and manage reporting cycles • Create dashboards and deviation analyses • Support IMA/IVA and State review exercises • Prepare viability/impact assessments 	Monitoring & evaluation, performance tracking, reporting, evidence-based decision support

<p>Financial & Procurement Management Expert</p>	<p>Oversees financial discipline and procurement processes</p>	<ul style="list-style-type: none"> • Annual budgeting and expenditure tracking • Compliance with financial rules/audits • Procurement planning and RFP preparation • Support bid processes at ITI level • Coordinate with auditors/finance units 	<p>Financial management, procurement governance, audit readiness, fiduciary compliance</p>
<p>Capacity Building, Knowledge & Change Management Expert</p>	<p>Builds institutional capacity and drives stakeholder engagement</p>	<ul style="list-style-type: none"> • Design/deliver SPV & ITI training programs • Knowledge documentation & workshops • Communication and stakeholder outreach • Support grievance-redressal systems • Facilitate change-management initiatives 	<p>Capacity building, knowledge management, communication, stakeholder and change management</p>

5) Team and its Qualification:

The Consultancy Firm shall deploy a qualified team including, but not limited to the following core experts:

S.N	Position & Nos	Duration (Months)	Required Qualification	Required Experience
1	Team Leader (01 No)	36	MBA/PGDM or PG degree in social sciences, Social Work, Development Studies, Rural Management, or an equivalent field	<p>Minimum 10 years' experience in project management in the education/skill development sector, including programme oversight, team leadership, and coordination with State/Central agencies.</p> <p>At least 7 years' experience in TVET/Skill Development or related social sector projects, with demonstrated expertise in governance and implementation of multi-year programmes.</p> <p>Experience in curriculum implementation, MIS-based monitoring, faculty development, infrastructure planning, and industry partnerships.</p> <p>Proven ability to plan milestones, manage timelines, and assess project impact.</p>
2	Monitoring, Evaluation & Data Systems Expert (01 No)	36	PG degree in Economics, Statistics, Labor Economics, IT, or a related field	<p>Over 7 years of professional experience in designing and implementing IT-based management information systems for the social and economic development sectors. Specific expertise in developing M&E frameworks for large-scale government projects is required. Familiarity with evaluation methodologies, such as log-frame analysis, is desirable.</p>

S.N	Position & Nos.	Duration (Months)	Required Qualification	Required Experience
3	Financial & Procurement Management Expert (01 No)	36	CA/ PG degree in Finance /Accounting /Commerce /Economics/ Business Administration.	Minimum 7 years of experience in public sector financial management and procurement. Proven work in annual budgeting, expenditure tracking, and audit coordination. Experience in procurement planning, RFP drafting, bid evaluation, and contract management under Government/donor-funded programs. Familiarity with GFR/State Financial Rules, CVC guidelines, e-procurement systems, and GeM portal processes.
4	Capacity Building, Knowledge & Change Management Expert (01 No)	36	PG degree in Management, Public Administration, Social Sciences, Education /Training, Communication /Media,/ HR/Organizational Development.	Minimum 7 years of relevant experience in designing and delivering training/capacity-building programs, knowledge documentation and workshops, and communication and stakeholder engagement, with exposure to grievance-redressal and change-management initiatives, preferably under Government/mission-mode or development programs.

The number of resources indicated above is only illustrative. The Client reserves the right to increase or decrease the number of resources and/or the duration of their engagement, based on actual project requirements, at the rates finalized under the Contract.

- (i) The PMC team members shall be deployed on a full-time, exclusive basis for this assignment. During the period of engagement, no PMC team member shall undertake any other assignment or engagement with any organization/department, whether public or private.
- (ii) The Client reserves the right to conduct formal interviews of any or all proposed PMC team members, prior to their deployment and/or at any time during the engagement, to assess suitability.
- (iii) At any time during the assignment, if any PMC team member is required to be replaced, the Client may request the Consultancy Firm to propose suitable replacements. The Consultancy Firm shall submit a minimum of three (3) CVs with qualifications and experience equivalent to or higher than the outgoing resource. The approved replacement must be deployed within the timeframe specified by the Client. Failure to deploy the replacement within the stipulated time may result in a deduction of up to ten percent (10%) of the amount payable for the

relevant billing period, as decided by the Client.

- (iv) In case of non-satisfactory performance of any deployed resource, the Client may require the Consultancy Firm to replace such resource at no additional cost within ten (10) days of notification. The replacement resource shall possess qualifications and experience equivalent to or superior to the replaced resource. If a resource lower than the approved profile is deployed, a proportionate reduction in the man-month cost shall be applied.

6) Facilities provided by Client

- a) Make available all program documents including scheme documents, program appraisal reports, program implementation plan, etc.
- b) Facilitate the availability of key staff/project team for discussions whenever needed
- c) Client will also provide seating space to the PMC. However, agency will have to make its own arrangement for providing computer/laptop, printers and other IT support etc. to the experts deployed.

7) Payment Terms

- a) The payment shall be made to the Consultancy Firm by the Client subject to receipt of monthly/quarterly invoices for the resource persons deployed during the period, deliverables achieved, and fulfilment of terms and conditions. The payment of consultancy firm/consultants will be linked to attendance, which shall be monitored through the biometric monitoring system.
- b) The consultancy firm deployed shall be entitled to leave as per the applicable to the client organisation. The Team Lead shall ensure that the project does not suffer any adverse impact due to absence of personnel at any point of time.

8) Official tours / field visits & other expenses

Official tours/field visits and related expenses — including lodging, boarding, travel, and incidental costs incurred during approved visits — shall be reimbursable as per the applicable to client organisation for the corresponding category, subject to prior approval of the Client and submission of supporting documents.

Section 6: Proposal Submission Forms

FORM TECH-1: Letter of Proposal Submission

Location: _____

Date: _____

To:

*[Director, Technical Education,
Vocational & Industrial Training, H.P.,
Sundernagar, District Mandi-175018]*

Subject : Submission of Proposal for selection of Project Management Consultancy (PMC) for the State Project Monitoring Unit (SPMU) under the “Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs (PM-SETU)”.

Sir/Madam,

We, the undersigned, hereby submit our Proposal in response to your RFP dated *[Insert Date]* for the above assignment. This Proposal is unconditional and unqualified.

1) Form of Submission

We are submitting our Proposal:

- (i) without any Sub-consultants or JV
- (ii) as a Joint Venture with the following members: *[Insert names and addresses; indicate lead member]*

Attached documents (for JV, if applicable):

- (i) Letter of intent to form JV
- (ii) JV Agreement

2) Eligibility and Compliance

- (i) We confirm compliance with all eligibility and qualification criteria, including absence of conflict of interest and debarment. We will promptly inform the Client of any changes.
- (ii) We declare no conflict of interest exists and will notify the Client immediately if it arises.

3) Proposal to Deliver Services

We commit to delivering the Services as per the RFP’s Performance Standards and Delivery Schedule.

4) Acceptance of Terms and Conditions

- (i) We have read, understood, and accepted all RFP terms and conditions without reservation.
 - (ii) We confirm that we have received, read, and incorporated all amendments, corrigenda, and addenda issued by the Client before the Proposal submission date.
 - (iii) We confirm that the RFP documents have not been altered, and all uploaded documents, affidavits, and undertakings are true and valid. Originals will be produced on demand.
- 5) If our Proposal is accepted, this Proposal and your written Letter of Award shall constitute a binding contract until a formal agreement is executed.
 - 6) We will provide the required performance security as per the RFP. Failure to submit the security or execute the contract may attract penalties outlined in the RFP.
 - 7) The Financial Proposal is submitted separately on the designated e-procurement portal. Together with this Technical Proposal, it shall be binding upon us.
 - 8) All information provided is true and complete. Misrepresentation may lead to penalties under the RFP's Code of Integrity.
 - 9) We acknowledge that the Client is not bound to accept the lowest or any Proposal received.

Yours sincerely,

(Signature with date)

Name: _____

Designation: _____

Authorized to sign on behalf of: [Consultancy Firm Name, Address, Seal]

FORM TECH-2 : Details of the Consultancy Firm

(To be printed on the letterhead of the Consultancy Firm / Lead Member of JV)

SI No.	Information Sought	Details to be Furnished
A	Name of the Consultancy Firm / Consulting Firm	_____
B	In case of consortium, indicate name of Lead Bidder	_____
C	Legal Status of the Consultancy Firm	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership (LLP) <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Others (Please specify): _____
D	Registered Address of the Consultancy Firm	_____
E	Year of Incorporation / Registration	Registration Number / CIN / LLPIN (as applicable): _____ PAN Number (Permanent Account Number): _____
F	GSTIN (Goods and Services Tax Identification Number)	_____
G	Contact Details of the Authorized Signatory	Name: _____ Contact No.: _____ Email ID: _____ Official Address: _____

Declaration

We hereby declare that the information furnished above is true and correct to the best of our knowledge and belief. If any discrepancy is found at any stage, our Proposal may be rejected, and we shall be liable for any consequences as per applicable laws.

Signature of Authorized Signatory

Name & Designation:

Duly authorized to sign Proposal for and on behalf of:
[Sole Consultancy Firm / Lead Member of JV,
Address, Seal]

FORM TECH-3 : Technical Proposal Format

Note to Consultancy Firm- Please fill out this form to briefly describe the Consultancy Firm's organization and outline the recent consultant experience most relevant to the assignment. In the case of a Joint Venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultancy Firm's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in the form of a Joint Venture or a Sub-consultant, the amount paid to the Consultancy Firm), and the Consultancy Firm's role/involvement

1. Description of Methodology, Work Plan, and Organization for the Assignment

The Consultancy Firm must present the Technical Proposal divided into the following six components:

a) Information Regarding the Consultancy Firm / Consultancy Firm's Organization

Provide a brief description of the Consultancy Firm's background and organization. For a Joint Venture (if applicable), include a brief description of each JV member relevant to this assignment. Include an organizational chart and a list of the Board of Directors (or equivalent governing body).

b) Experience of the Consultancy Firm (as per Criteria mentioned in section 4)

Only list assignments for which the Consultancy Firm was legally contracted by the Client as a company. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as relevant experience of the Consultancy Firm. Consortiums, partners, and sub-consultants are not permitted, and any assignments completed under such arrangements will not be accepted. The Consultancy Firm must substantiate all claimed experience by providing copies of relevant contracts, agreements, and client references. Failure to provide adequate documentation will result in the exclusion of the claimed experience from consideration.

c) Availability of Experts

Please provide an overview of key experts and their commitment, highlighting expertise. Include CVs of key experts demonstrating relevant experience and qualifications.

d) Approach and Methodology (Maximum 20 pages)

Describe the overall technical approach to executing the assignment. Include methods, procedures, and tools to be used. Demonstrate understanding of the Terms of Reference (TOR) and ability to deliver results effectively.

e) Work Plan for Performing the Assignment

Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of

the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. Deployment Plan for Performing the Assignment

Please outline the plan for the deployment of key personnel and non-key resources required for the assignment. This should include the alignment of resources with the project tasks, clearly defined roles and responsibilities of each team member, and the adequacy of resource allocation across all tasks. The plan should specify the phasing of deployment, and how the team will be organized to meet project milestones. The deployment plan should be consistent with the overall project schedule and demonstrate consultant's ability to efficiently utilize resources for successful project execution.

FORM TECH 4 A- Format for Highlighting details of Relevant Experience

(Each assignment to be submitted separately)

1. **Assignment Name:** _____
2. **Client Name & Address:** _____
3. **Sector(s) Involved:** _____
Level: National State Local Government Others (Specify)
4. **Country / State / City / Village:** _____
5. **Role on the Assignment:** Lead Partner / Partner / Team Member
6. **Assignment Start Date (Month/Year):** _____
7. **Assignment Completion Date (Month/Year):** _____
8. **Duration of Assignment (Months):** _____
9. **Staffing Details:**
 - a) Designations / Roles of Professional Staff Provided: _____
 - b) Total Number of Staff-Months: _____
 - c) Staff-Months Provided by Your Firm: _____
 - d) Name of Project Manager Involved & Functions Performed: _____
 - e) Names & Qualifications of Other Key Professionals: _____
10. **Financial Details:**
 - a) Approx. Value of the Contract (INR): _____
 - b) Approx. Value of Services Provided by Your Firm (INR): _____
11. **Narrative Description of Project / Services Provided:**
(Include objectives, scope, methodology, outcomes, and relevance to PM-SETU assignment)

12. **Supporting Documents:**
 - (i) Work Order / Agreement / PO copy and
 - (ii) Completion Certificate / Client Testimonial

Authorized Signature: _____
Name & Designation: _____
Date: _____

Notes:

- a) Only projects executed by the applying Consultancy Firm should be included; do not include sister companies/subsidiaries etc.
- b) Experience should be from projects /assignment executed in India only.
- c) Projects /assignment should be of similar nature as mentioned in Section 4.
- d) Experience will not be counted without relevant supporting documents.

FORM TECH-4 B- Summary of Relevant Experience Details mentioned in Tech 4 A

Duration (MM/YYYY – MM/YYYY)	Assignment Name & Brief Description of Deliverables / Outputs	Name & Address of Client	Approx. Contract Value / Amount Paid to Your Firm (INR Lakhs)	Role on the Assignment JV Partner/Lead Partner/ Sole consultant

Authorized Signature: _____

Name & Designation: _____

Date: _____

FORM TECH-5: Curriculum Vitae (CV) of Key Experts

Position Title and No.: *e.g., K-1 — Team Leader*

Name of Expert:

Date of Birth (DD/MM/YYYY):

Country of Citizenship / Residence:

Education and Training

List university/college or specialized training. Include institution, dates, and degrees/certificates obtained. Highlight relevance to this assignment.

Employment Record Relevant to the Assignment

Start with present position and list in reverse order. Include employer, dates, position, activities performed, location, and contact details for references.

Period	Employing Organization & Title (with reference contact)	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005 – Present]	Organization: Position Held: Reference: Tel / Email		
[e.g., May 2005 – Present]	Organization: Position Held: Reference: Tel / Email		
[e.g., May 2005 – Present]	Organization: Position Held: Reference: Tel / Email		

Membership in Professional Associations / Publications

Language Skills

Indicate languages and proficiency (Speaking/Reading/Writing: Excellent/Good/Fair).

Adequacy for the Assignment

Detailed Tasks Assigned on Consultancy Firm's Team:

Detailed Tasks Assigned on Consultancy Firm's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>{List all deliverables/tasks in which the Expert shall be involved}</i>	

Expert's Contact Information

Email: _____ | Mobile: _____

Certification

I, the undersigned, certify that, to the best of my knowledge and belief, this CV correctly describes my qualifications and experience, and that I am available, as required, for this assignment in the event of contract award. I understand that any misstatement or misrepresentation herein may lead to disqualification, termination, or sanctions by the Procuring Entity.

Date: _____ Place: _____

Name of Expert: _____ Signature: _____

Authorized Representative of the Firm:

Name & Designation: _____ Signature (with seal): _____

FORM TECH -6: Team Composition and Task Assignment*

Format for technical proposal	
Name of proposed individual	
Position	{e.g., Team Lead }
Duration	
Required Qualification	
Required Experience	
Area of Expertise	
Abridged Information on work experience (in less than 200 words)	
Rationale for suitability in reference ToR	
Name of proposed individual	
Position	{e.g., Project Manager }
Duration	
Required Qualification	
Required Experience	
Area of Expertise	
Abridged Information on work experience (in less than 200 words)	
Rationale for suitability in reference ToR	

***Note:**

This information is strictly required for all key experts to be deployed on the project. The Consultancy Firm must refrain from providing any details of non-key experts or other employees who will not be directly involved in the project.

FORM TECH-7 : Work Schedule and planning for deliverables

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:..... }												

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

FORM TECH-8: Team Composition and Key Experts' Inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-7)										Total time-input (in Months)
		Position		D-1	D-2	D-3	D-...				Total
KEY EXPERTS												
K-1		[Team Leader]		[2 month]	[1.0]	[1.0]						
K-2												
											Total	

For Key Experts, the proposed inputs shall be indicated individually for each position, in alignment with the requirements specified in the Terms of Reference (ToR). The number of working (billable) days shall be as per the requirements of the respective State/UT Client. The duration shall be calculated from the date of commencement/mobilization. One (1) working (billable) day shall not be less than eight (8) working hours

FORM TECH-9 : Declaration Regarding Conflicting Activities

Date: [Insert Date]

RFP Reference No: [Insert RFP Number]

To,

Subject: Declaration regarding Conflicting Activities for the Project Management Consultancy (PMC) for the State Project Monitoring Unit (SPMU) under the “Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs (PM-SETU) Scheme”.

Dear Sir/Madam,

In accordance with the requirements of the RFP, we hereby provide our declaration regarding conflicting activities:

1. We hereby declare that our firm, including our associates and group firms, have not indulged in any such activities which can be termed as conflicting activities as defined in the RFP.
2. We confirm that neither our firm nor our proposed Key Experts have any business or family relationship with any official of the Client who is directly or indirectly involved in any part of:
 - (i) the preparation of the Terms of Reference for the assignment,
 - (ii) the selection process for this contract, or
 - (iii) the supervision of the resulting contract.
3. We acknowledge that in case of any misrepresentation of information or discovery of a conflict of interest at a later stage, our proposal/contract shall be liable to be rejected or terminated by the Client, and such decision shall be binding on us.

Yours faithfully,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Company Seal:

FORM TECH-10 : Self-Certification of Eligibility and Non-Blacklisting

Location

Date

To,

Subject: Self-Certification regarding Eligibility and Non-Blacklisting Status

Dear Sir/Madam,

We, *[Full Name of Consulting Agency]*, a *[Company/Partnership/LLP]* registered under the *[Companies Act, 1956 / LLP Act, 2008]*, having our registered office at *[Registered Address]*, do hereby solemnly affirm and declare the following:

1. Registration & Operation: We are a registered firm under the relevant Acts and are duly registered with the Goods and Services Tax (GST) Authorities. We have been in continuous operation for the last five years.
2. Current Eligibility (GFR 2017): As of the date of this proposal, the We are not blacklisted or debarred by any agency of the Central Government, State Government, or any other regulatory authority in India. We are in full compliance with Rule 151 of the General Financial Rules (GFR), 2017 and the guidelines issued by the Department of Expenditure vide OM no. F.1/20/2018-PPD dated 02.11.2021.
3. We certify that *[Name of Consultancy Firm]* is currently eligible to participate in bids on the GeM /e-procurement portal and is not under any active disqualification or "Red Interest" flagging.
4. Disclosure of Past Debarment: We declare that a prior debarment/suspension was issued against the firm by *[Authority Name]* which concluded on *[Date of Expiry]*. As per Para 14 of the MoF OM dated 02.11.2021, this debarment stands automatically revoked upon the expiry of the specified period. Since the conclusion of said period, no further orders of debarment have been issued against us.
5. Integrity Undertaking: We understand that if any information provided above is found to be false or if material facts regarding our eligibility are suppressed, client may place our agency on the negative list/blacklist without prejudice to any other civil/criminal action, including the forfeiture of the Earnest Money Deposit (EMD) and Performance Guarantee.

Yours faithfully,

Authorized Signature (full name and initials):

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-11: Certification of Turnover /Financial Capability

(On the letterhead of the Chartered Accountant)

Date: _____

To:

Subject: Certification of Financial Capability

We have examined the books of accounts and other relevant records of (*Name of consultant and address*) On the basis of such examination and according to the information and explanations provided to us, and to the best of our knowledge and belief, we hereby certify that the annual turnover, and net worth for the following financial years are as per details given below:

Financial Year	Revenue from Business Consulting Services (Rs.) in lakhs	Net Worth (Rs.) in lakhs Net Worth) in lakhs
2022-23		
2023-24		
2024-25		

Chartered Accountant Details:

Signature: _____

Name: _____

Designation: _____

Membership Number: _____

Date: _____

Company Seal: _____

Business Address: _____

UDIN :

FORM FIN -1: Financial Proposal Submission Letter

Location: _____

Date: _____

To

Subject: Submission of Financial Proposal for selection of Project Management Consultancy (PMC) for State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs (PM-SETU) Scheme.

Dear Sir/Madam,

We, the undersigned, offer to provide the Project Management Consultancy (PMC) services for State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs (PM-SETU) Scheme for [Name of RFP inviting authority], in accordance with your Request for Proposal dated [Insert Date].

Our Financial Proposal is for the sum of Rs. _____ (Amount in figures) — [Rupees _____ only] (Amount in words).

We confirm that our Financial Proposal has been submitted online in the BOQ format in the separate financial envelope. This total amount corresponds to the consolidated figures provided in the online BOQ and is inclusive of all costs, out-of-pocket expenses, and applicable taxes (excluding GST).

Our Financial Proposal shall be binding upon us, subject to modifications resulting from arithmetic corrections, if any, up to the expiration of the validity period (including extended) of the Proposal.

In competing for this assignment, and if awarded, in executing the assignment, we shall strictly observe all applicable laws against fraud and corruption in India, including the Prevention of Corruption Act, 1988, and its amendments.

We understand that the Client is not bound to accept any proposal received.

Authorized Signature (in full and initials): _____

Name and Title of Signatory: _____

Name of the Agency / Firm: _____

Seal of the Firm (if applicable): _____

Note to consultant: Please do not submit this in the technical proposal envelop, else proposal shall be rejected

FORM FIN -2 : Details of Remuneration (In BOQ)

Sl. No.	Position / Designation	No. of Experts	No. of Months / Inputs	Man-Month Rate (Rs)	Total (Rs.)
1	Team Leader				
2	Key Expert 1				
3	Key Expert 2				
4	Key Expert 3				
5	Non-Key Expert(s)				
6					
	Total Remuneration				

Note to consultancy Firm: Please do not submit this in the technical proposal envelop, else proposal shall be rejected

Section 7: General Conditions of Contract (GCC)

General Provisions	
1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract shall have the meanings assigned to them below:</p> <p>a. “Completion Date” means the date of completion of the Services by the Consultancy Firm as certified by the client.</p> <p>b. “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC.</p> <p>c. “Contract Price” means the financial proposal of the successful Consultancy Firm duly accepted by the client.</p> <p>d. “client” means the agency, as named in SCC, that signs the Contract for the Services with the Selected Consultancy Firm.</p> <p>e. “Consultancy Firm” means a legally established professional consulting firm or entity selected by the client to provide the Services under the signed Contract as specified in SCC.</p> <p>f. “Day” means a working day unless indicated otherwise.</p> <p>g. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other Experts of the Consultancy Firm, Sub-Consultant, or JV member(s) assigned by the Consultancy Firm to perform the Services or any part thereof under the Contract.</p> <p>h. “GCC” means these General Conditions of Contract.</p> <p>i. “Party” means the client or the Consultancy Firm, as the case may be, and “Parties” means both of them.</p> <p>j. “Consultancy Firm’s Proposal” means the completed Request for Proposals submitted by the Consultancy Firm to the client.</p> <p>k. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.</p> <p>l. “Services” means the work to be performed by the Consultancy Firm pursuant to this Contract, as described in Appendix A – Terms of Reference.</p>
	<p>m. “Third Party” means any person or entity other than the Government, the client, the Consultancy Firm, or a Sub-Consultant.</p>
1.2 Applicable Law	<p>The Contract shall be interpreted in accordance with the laws of the Union of India.</p>

1.3 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term “in writing” means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
1.5 Location	The Services shall be performed at such locations as are specified in RFP .
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the client or the Consultancy Firm may be taken or executed by the officials specified in the SCC .
1.7 Authority of Member in Charge	In case the Consultancy Firm is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultancy Firm’s rights and obligations towards the client under this Contract, including without limitation the receiving of instructions and payments from the client.
1.8 Taxes and Duties	The Consultancy Firm and their Experts shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law. Unless otherwise specified in the SCC, all such taxes, duties, fees, and other impositions are deemed to be included in the Contract Price. Any specific provisions regarding GST, withholding tax, or other taxes shall be detailed in the SCC .
1.9 Code of Integrity	<p>a) The Client, the Consultancy Firm, and their representatives shall strictly adhere to the code of integrity as stipulated under GFR/HPFR and any other applicable laws and regulations.</p> <p>b) The Consultancy Firm shall disclose to the Client any commissions, gratuities, or fees that have been or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee.</p> <p>c) Failure to disclose such information may result in termination of the Contract.</p>

1.10 Severability	If for any reason what so ever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC .
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the Consultancy Firm shall submit to the client for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
2.2.2 Starting Date	The Consultancy Firm shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC .
2.3 Intended Completion Date	2.3.1 Unless terminated earlier pursuant to Sub-Clause 2.6, the Consultancy Firm shall complete the activities by the Intended Completion Date, as is specified in the SCC . 2.3.2 If the selected Consulting Agency to deliver any or all of the Services within the original/re-fixed delivery period(s) specified in the contract, the client will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, as is specified in the SCC
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

<p>2.4.1 Change Request</p>	<ol style="list-style-type: none"> 1. Any requirement for Change Requests (CRs) shall be formally communicated in writing by the Competent Authority of the Client to the Consultancy Firm (or Lead Consultancy Firm in case of a consortium). 2. Upon receipt of a formal CR, the Consultancy Firm shall, within a reasonable time specified by the Client, submit the following for review and approval: <ol style="list-style-type: none"> a) Technical feasibility of implementing the Change Request; b) Effort estimation required for the proposed changes; c) Financial implications/cost associated with the Change Request; and d) Proposed schedule and timeline for delivery and implementation.
	<ol style="list-style-type: none"> 3. The response submitted by the Consultancy Firm shall be evaluated by the Client. Based on such evaluation, the Client may issue formal approval for incorporation of the CR into the project scope. Only upon receipt of such formal written approval, the Consultancy Firm shall proceed with implementation of the approved Change Request and raise the corresponding invoice as per the agreed terms. 4. The cumulative value of all Change Requests shall not exceed the % mentioned in SCC, computed based on the bid value submitted by the Consultancy Firm and accepted by the Client, or as otherwise decided and approved by the Client.
<p>2.5 Force Majeure</p>	
<p>2.5.1 Definition</p>	<p>For the purposes of this Contract, “Force Majeure” means an event or circumstance beyond the reasonable control of a Party, which could not have been foreseen or avoided, and which makes a Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances. Such events may include, but are not limited to, acts of God, natural disasters, wars, epidemics/pandemics, government actions, civil disturbances, or other unforeseeable events beyond the control of the affected Party.</p>

<p>2.5.2 No Breach of Contract</p>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and</p> <p>(b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<p>2.5.3 Extension of Time</p>	<p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p>
<p>2.6 Termination</p>	
<p>2.6.1 By the client</p>	<p>The Client may terminate this Contract by providing not less than thirty (30) days' written notice to the Consultancy Firm after the occurrence of any of the following events:</p> <p>a) if the Consultancy Firm does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the client may have subsequently approved in writing;</p> <p>b) if the Consultancy Firm become insolvent or bankrupt;</p> <p>c) if, as the result of Force Majeure, the Consultancy Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days;</p> <p>or</p> <p>if the Consultancy Firm, in the judgment of the client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.</p>
<p>2.6.2 By the Consultancy Firm</p>	<p>The Consultancy Firm may terminate this Contract by providing not less than forty five (45) days' written notice to the Client after the occurrence of any of the following events:</p> <p>a) if the Client fails to pay any undisputed monies due under this Contract within forty-five (45) days of receiving written notice from the Consultancy Firm that such payment is overdue.</p> <p>b) if, due to a Force Majeure event, the Consultancy Firm is unable to perform a material portion of the Services for a continuous period of sixty (60) days or more.</p>

<p>2.6.3 Effects of Termination</p>	<p>Upon termination of this contract, the Client will make the following payments to the Consultancy Firm:</p> <p>a) Termination for Reasons Not Attributable to the Consultancy Firm (including Force Majeure): Where the Contract is terminated for reasons not attributable to the Consultancy Firm, including termination arising out of Force Majeure, the Client shall:</p> <ul style="list-style-type: none"> (i) pay the Consultancy Firm remuneration for Services satisfactorily performed up to the Effective Date of Termination, in accordance with the payment provisions of this Contract; and (ii) reimburse the Consultancy Firm for reasonable and duly documented expenses incurred in the orderly demobilization and closing-up of the Services, subject to the applicable State/Department norms and read with the Force Majeure provisions of this Contract. <p>b) Termination Due to Consultancy Firm Default or Consultancy Firm-Initiated Termination (without Client fault), including Consequences and Liquidated Damages: Where the Contract is terminated due to the Consultancy Firm's default, or where the Consultancy Firm terminates the Contract for reasons not attributable to the Client:</p> <ul style="list-style-type: none"> (i) the Performance Security may be forfeited; (ii) the Consultancy Firm shall be liable for any additional costs incurred by the Client in completing the Services; and
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	<p>(iii) the Client may impose Liquidated Damages in accordance with the SCC. The Client may also deduct such Liquidated Damages, as well as any excess procurement costs or other documented losses, from any amounts otherwise payable to the Consultancy Firm.</p> <p>(iv) For avoidance of doubt, events of Force Majeure shall not constitute default under this Clause and shall be dealt with in accordance with Clause (a) and the Force Majeure provisions of this Contract.</p> <p>c) Return of Property and Final Records Upon termination, the Consultancy Firm shall promptly:</p> <p>(i) hand over to the Client all documents, data, reports, software (including source code, where applicable), and any other property belonging to or paid for by the Client; and</p> <p>(ii) submit all outstanding invoices, supporting records, and a final statement of accounts for Services performed up to the Effective Date of Termination.</p> <p>d) Survival Termination shall be without prejudice to rights and remedies accrued prior to termination. Provisions relating to confidentiality, intellectual property, indemnity, limitation of liability, dispute resolution, and any other provisions intended to survive termination shall continue in full force and effect.</p>
Obligations of the Consultancy Firm	
3.1 General	
	<p>The Consultancy Firm shall perform the Services in accordance with the Specifications and the Terms of Reference, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.</p> <p>The Consultancy Firm shall act at all times as a faithful adviser to the Client in all matters relating to this Contract and the Services. The Consultancy Firm shall support and safeguard the Client's legitimate interests in dealings with Sub-Consultants, contractors, or any third parties engaged in connection with the Services.</p>

<p>3.2 Conflict of Interests</p>	<p>3.2.1 The Consultancy Firm shall hold the client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>3.2.2 The Consultancy Firm agrees that, during the term of this Contract and after its termination, the Consultancy Firm and any entity affiliated with the Consultancy Firm shall be disqualified</p>
	<p>from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p> <p>3.2.3 The payment of the Consultancy Firm pursuant to GCC shall constitute the Consultancy Firm's only payment in connection with this Contract and the Consultancy Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultancy Firm shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>3.2.4 Furthermore, if the Consultancy Firm, as part of the Services, has the responsibility of advising the client on the procurement of goods, works or services, the Consultancy Firm shall comply with the applicable rules and guidelines of the Government of India, and shall at all times exercise such responsibility in the best interest of the client. Any discounts or commissions obtained by the Consultancy Firm in the exercise of such procurement responsibility shall be for the account of the client.</p> <p>3.2.5 The Consultancy Firm shall not engage, and shall cause its Experts as well as its Sub-Consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> <p>3.2.6 The Consultancy Firm has an obligation and shall ensure that its Experts and Sub-Consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultancy Firm or the termination of its Contract.</p>

<p>3.3 Confidentiality</p>	<p>3.3.1 Obligation of Confidentiality: Except with the prior written consent of the Client, the Consultancy Firm and its Experts shall not, at any time, communicate to any person or entity any confidential information acquired in the course of performing the Services, nor shall the Consultancy Firm or its Experts make public the recommendations, analyses, or other materials prepared or formulated in the course of, or as a result of, the Services.</p> <p>3.3.2 Disclosure Required by Law: If the Consultancy Firm or its representatives are requested or required by applicable law, regulation, or legal or administrative process to disclose any Confidential Information, or if the Consultancy Firm wishes to disclose information to its professional indemnity insurers or advisers, the Consultancy Firm shall, to the extent legally and practically possible:</p>
	<p>a) Promptly notify the Client of such request or requirement, to allow the Client to seek an appropriate protective order or other remedy; and</p> <p>b) If a protective order or other remedy is not obtained, disclose only the portion of the Confidential Information that is legally or professionally required to be disclosed</p>
<p>3.4 Insurance to be Taken Out by the Consultancy Firm</p>	<p>The Consultancy Firm</p> <p>a) shall take out and maintain, and shall cause any Sub-Consultancy Firm to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and</p> <p>b) at the client's request, shall provide evidence to the client showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p> <p>c) The Consultancy Firm shall ensure that such insurance is in place prior to commencing the Services.</p>
<p>3.5 Consultancy Firm's Actions Requiring client's Prior Approval</p>	<p>The Consultancy Firm shall obtain the client's prior approval in writing before taking any of the following actions: entering into a subcontract for the performance of any part of the Services, changing the Program of activities; and any other action that may be specified in the SCC.</p>
<p>3.6 Reporting Obligations</p>	<p>The Consultancy Firm shall submit to the client the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said RFP.</p>

<p>3.7 Documents Prepared by the Consultancy Firm to Be the Property of the client</p>	<p>3.7.1 Commission to own intellectual property created: All rights to any intellectual property conceived or produced by the Consultancy Firm for the Client in the course of performing the Consultancy Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Consultancy Firm for the purpose of providing the Consultancy Services are the property of the Client from the date that property is created or developed and the Consultancy Firm waives in favour of the Client any moral rights that the Consultancy Firm may have.</p> <p>3.7.2 Existing intellectual property: Despite anything to the contrary contained in this Agreement, it is understood and agreed that the Consultancy Firm shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Consultancy Firm prior to, or acquired by the Consultancy Firm during, the performance of this Agreement and the Consultancy Firm will not be restricted in any way with respect to the same.</p> <p>3.7.3 On termination or completion: Not more than five</p>
	<p>(5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Consultancy Services, the Consultancy Firm will deliver to the Client all information (including information that is in electronic form), confidential information, intellectual property, working papers, reports or other papers that are the property of the Client.</p> <p>3.7.4. Any specific restrictions if any that may be specified in the SCC</p>
<p>Consultancy Firm's Experts</p>	
<p>4.1 Description of Key Experts</p>	<p>The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultancy Firm's Key Experts are described in Appendix B. The Key Experts listed by title as well as by name in Appendix B are hereby approved by the client.</p>

<p>4.2 Removal and/or Replacement of Experts</p>	<p>4.2.1 Except as the client may otherwise agree, no changes shall be made in the Key Experts. If, for any reason beyond the reasonable control of the Consultancy Firm, it becomes necessary to replace any of the Key Experts, the Consultancy Firm shall provide as a replacement a person of equivalent or better qualifications.</p> <p>4.2.2 If the client finds that any of the Experts have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Experts, then the Consultancy Firm shall, at the client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.</p> <p>4.2.3 In the event that any of Key Experts, Non-Key Experts or Sub-Consultants is found by the client to be incompetent or incapable in discharging assigned duties, the client, specifying the grounds therefore, may request the Consultancy Firm to provide a replacement.</p> <p>4.2.4 The Consultancy Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Experts.</p> <p>4.2.5 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultancy Firm's written request and due to circumstances outside the reasonable control of the Consultancy Firm, including but not limited to death or medical incapacity. In such case, the Consultancy Firm shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
<p>Obligations of the client</p>	
<p>5.1 Assistance and Exemptions</p>	<p>The client warrants that the Consultancy Firm shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the</p>
	<p>Services. The client shall use its best efforts to provide the Consultancy Firm such assistance and exemptions as specified in the SCC.</p>
<p>5.2 Services, Facilities and Property of the client</p>	<p>The client shall make available to the Consultancy Firm and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference at the times and in the manner specified in RFP.</p>

<p>5.3 Counterpart Personnel</p>	<p>5.3.1 The client shall make available to the Consultancy Firm free of charge such professional and support counterpart personnel, to be nominated by the client with the Consultancy Firm’s advice, if specified in RFP.</p> <p>5.3.2 Professional and support counterpart personnel, excluding client’s liaison personnel, shall work under the exclusive direction of the Consultancy Firm. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultancy Firm that is consistent with the position occupied by such member, the Consultancy Firm may request the replacement of such member, and the client shall not unreasonably refuse to act upon such request.</p>
<p>5.4 Payment Obligation</p>	<p>In consideration of the Services performed by the Consultancy Firm under this Contract, the Client shall make payments to the Consultancy Firm in accordance with GCC Clause 6.3. All payments shall cover:</p> <p>remuneration for actual time spent by personnel at the agreed Personnel Rates specified in Appendix A, and</p> <p>reimbursable expenses incurred for approved travel, lodging, boarding, and other incidental costs, supported by valid documentation.</p> <p>No advance payment shall be made by the Client under this Contract..</p>
<p>5.5 Change in the Applicable Law</p>	<p>If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Consultancy Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.1.</p>
<p>Payments</p>	
<p>6.1 Contract Price</p>	<p>6.1.1 The Consultancy Firm’s Contract Price is set forth in the SCC. The Contract price breakdown is provided in Appendix C.</p> <p>6.1.2 Any change to the Contract price specified in Clause 6.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference in RFP.</p>
<p>6.2 Taxes and Duties</p>	<p>6.2.1 The Consultancy Firm, Sub-Consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.</p> <p>6.2.2 As an exception to the above and as stated in the SCC, the GST is reimbursed to the Consultancy Firm.</p>

<p>6.3 Mode of Billing and Payment</p>	<p>6.3.1 Total Payment Cap: The total payments under this Contract shall not exceed the Contract Price set forth in Clause 6.1.1.</p> <p>6.3.2 Payment Basis: Payments shall be made based on actual time spent by personnel at the agreed Personnel Rates, together with reimbursable expenses as per Client norms.</p> <p>6.3.3 Invoicing and Payment Cycle: The Consultancy Firm shall submit pre-receipted invoices, along with validated timesheets and supporting documents, at the end of each month or quarter (as specified in the SCC). The Client shall make payment within forty-five (45) days of receipt of such invoices. Payment may be withheld only if discrepancies are identified, in which case the Consultancy Firm shall promptly correct and resubmit.</p> <p>6.3.4 Final Payment and Reconciliation: The final payment shall be made only after all Services under this Contract have been completed or the Contract has been terminated. The Consultancy Firm shall submit a final reconciliation of all hours worked and reimbursable expenses, which shall be approved by the Client before release of any remaining payments.</p> <p>6.3.5 Payment Account: All payments shall be made to the Consultancy Firm's account specified in the SCC.</p>
<p>6.4 Interest on Delayed Payments</p>	<p>If the client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 6.3.3, interest shall be paid to the Consultancy Firm on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.</p>
<p>Settlement of Disputes</p>	
<p>7.1 Amicable Settlement</p>	<p>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation through mutual discussions.</p>
<p>7.2 Dispute Settlement</p>	<p>Any dispute between the Parties arising under or in relation to this Contract which cannot be settled amicably in accordance with Clause 7.1 shall be resolved through mediation in accordance with the provisions of the Mediation Act, 2023, as amended from time to time, in the manner specified in the SCC.</p> <p>If the dispute is not resolved through mediation within the period specified in the SCC, either Party may seek appropriate remedies before the HP High Court. Arbitration shall not be applicable to disputes arising under or in connection with this Contract.</p>
<p>Good Faith</p>	<p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>

<p>Limitation of Liability</p>	<p>The total aggregate liability of the Consultancy Firm, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to 110% of the contract value.</p> <p>However, the Consultancy Firm shall not be liable for any damages arising due to any changes in the source code made by anyone other than the Consultancy Firm's team, or by anyone after the closure / termination of the contract.</p>
<p>Indemnity</p>	<p>The Consultancy Firm shall at all times indemnify and keep indemnified the client against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The Consultancy Firm shall indemnify the client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the client. In such case all the costs and expenses incurred by the client are recoverable from the Consultancy Firm. The client shall also indemnify the Consultancy Firm for losses/damages suffered due to any fraud, misrepresentation or omission of facts by the client or any of its personnel.</p>

Section 8 – Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is “Selection of a Project Management Consultancy (PMC) for the State Project Monitoring Unit (SPMU) under the “ Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs ” (PM-SETU) in the State of H.P.”
1.1(d)	The client is <i>Director, Technical Education, Vocational and Industrial Training, H.P. Sundernagar, District Mandi 175018</i>
1.1(e)	The Consultancy Firm is a legally established professional consulting firm or entity selected by the client to provide the Services under the signed Contract as specified in SCC.
1.4	The addresses are: Client: <i>Director, Technical Education, Vocational and Industrial Training, H.P. Sundernagar, District Mandi 175018</i> Attention: Director, Technical Education E-mail: <i>techedu-hp@nic.in</i> Consultancy Firm: Attention: Facsimile: E-mail:-
1.6	The Authorized Representatives are: For the client: Joint Controller (Finance & Accounts)/Deputy Director (Training) For the Consultancy Firm: <i>[name, title] _____</i>
1.7	The authorized member in charge is Managing Director/Director/CEO/Secretary of the Joint Venture or as per Bye Laws of the Joint Venture.
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is thirty (30) days after contract signing.
2.3.1	The Intended Completion Date is as per contract agreement/validity.
2.3.2	Liquidated Damages shall be 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever
2.4.1	Cumulative value of CRs shall not exceed 25 % of Contract Value; approval in writing required before implementation
3.2.2	The client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of nature described in Clause GCC 3.2.2
3.4	The risks and coverage by insurance shall be: Client’s liability and worker’s compensation – as stipulated in the employees’ compensation act. Professional liability – at least 110% of the Contract Price.

3.5 c.	The Consultancy Firm shall follow the protocol stipulated in the Terms of Reference and SCC regarding entry into the client’s facilities, data centres, and laboratories, including protocols for handling, transporting, and securing equipment, software media, and sensitive data.”															
3.7	There are no specific restrictions.															
5.1	The client shall provide the necessary assistance in providing gate-passes for smooth entry of the Consultancy Firm’s vehicles and employees.															
6.1	The Contract Price is Rupees Five Crore Twenty Five Lakh (₹ 5.25 Crore) for the period of three years inclusive of all taxes and miscellaneous expenses.															
6.2.2	The amount of GST reimbursable to the Consultancy Firm will be applicable as per prevalent Govt. Rules/Guidelines.															
6.3.3	<p>The payment schedule: All payments shall be made in Rs. As per remuneration rate mentioned below:</p> <table border="1" data-bbox="475 837 1428 1084"> <thead> <tr> <th data-bbox="475 837 603 943">Sr. No.</th> <th data-bbox="603 837 1034 943">Key Expert Position</th> <th data-bbox="1034 837 1428 943">Remuneration rate per month inclusive of all excluding GST</th> </tr> </thead> <tbody> <tr> <td data-bbox="475 943 603 981">1</td> <td data-bbox="603 943 1034 981"></td> <td data-bbox="1034 943 1428 981"></td> </tr> <tr> <td data-bbox="475 981 603 1019">2</td> <td data-bbox="603 981 1034 1019"></td> <td data-bbox="1034 981 1428 1019"></td> </tr> <tr> <td data-bbox="475 1019 603 1057">3</td> <td data-bbox="603 1019 1034 1057"></td> <td data-bbox="1034 1019 1428 1057"></td> </tr> <tr> <td data-bbox="475 1057 603 1084">4</td> <td data-bbox="603 1057 1034 1084"></td> <td data-bbox="1034 1057 1428 1084"></td> </tr> </tbody> </table> <p><i>Total sum of all instalments shall not exceed the Contract price set up in SCC 6.1</i></p> <p>Terms of Payment</p> <p>a) Payments shall be made quarterly, subject to:</p> <p>(i) receipt of pre-receipted invoices from the Consultancy Firm, (ii) submission of validated timesheets for personnel deployed, (iii) verification of attendance (monitored via biometric system or other method), and (iv) fulfilment of contractual terms and conditions.</p> <p>b) Quarterly invoices shall include:</p> <p>(i) list of personnel deployed, (ii) total hours/days worked per person, (iii) reimbursable expenses (if any) with supporting documentation, (iv) any deliverables completed during the period (if applicable).</p> <p>c) GST shall be paid separately at the applicable rate.</p> <p>d) Final Payment: The final payment will be made only after completion of all services under the contract and submission of the final reconciliation of hours worked and reimbursable expenses, approved by the Client.</p>	Sr. No.	Key Expert Position	Remuneration rate per month inclusive of all excluding GST	1			2			3			4		
Sr. No.	Key Expert Position	Remuneration rate per month inclusive of all excluding GST														
1																
2																
3																
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6.3.5	<p>Consultancy Firm’s account details for payments under the Contract are: Account Name: Bank Name: Branch Name: IFSC Code:</p>
6.4	The interest rate will be as decided during the contract negotiation
7.2	<p>7.2.1 Any dispute, controversy, or claim arising out of or relating to this Contract, including its interpretation, performance, breach or termination, which cannot be resolved amicably in accordance with GCC Clause 7.1, shall be referred to mediation in accordance with the provisions of the Mediation Act, 2023 (“Act”), or any statutory modification or re-enactment thereof.</p>
	<p>7.2.2 Either Party may initiate mediation by serving a written notice (“Mediation Notice”) upon the other Party, clearly identifying the subject matter of the dispute. The mediation shall be conducted in English and at a location mutually agreed between the Parties.</p> <p>7.2.3 The Parties agree to cooperate in selecting a mediator and to commence the mediation proceedings within thirty (30) days of the Mediation Notice, unless otherwise mutually agreed in writing.</p> <p>7.2.4 If the dispute is not resolved through mediation within sixty (60) days from the date of initiation of mediation, or within such extended period as may be agreed in writing by the Parties, either Party may initiate proceedings before the courts of competent jurisdiction as provided in GCC Clause 7.3.</p> <p>7.2.5 The mediation proceedings shall be treated as confidential and without prejudice, and neither Party shall rely on any statement made, or position taken, during the mediation in any subsequent proceedings.</p>

Section 9: Annexures

Annexure -I: Power of Attorney for signing of Bid

{On Non-Judicial Stamp Paper of appropriate value}

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for a Project Management Consultancy (PMC) for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs Project proposed including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Consultancy Firm' and other conferences and providing information / responses representing us in all matters, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into the contract.

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

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

For

(Signature, name, designation and address of Principal)

Witnesses: 1. 2.

Accepted

(Signature, name, designation and address of the Attorney)

Notarised

Notes: i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

ii. Wherever required, the Consultancy Firm should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultancy Firm.

Annexure II: Non-Disclosure Agreement

{On Non-Judicial Stamp Paper of appropriate value}

This Non-Disclosure Agreement made and entered into at *[Mention place]* this [Day] day of [Month] 202..BY AND BETWEEN [Company Name] Limited, a company incorporated under the Companies Act, 1956 having its registered office at [Registered Office Address] of the ONE PART are hereinafter as “the Party”.

AND

[RFP inviting authority] having office at *[address of RFP inviting authority]* (hereinafter referred as Client which express shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART are hereinafter as “the Party”

WHEREAS:

1. Client floated a Request for Proposal for selection of a Project Management Consultancy (PMC) (*hereinafter referred to as the “PMC”*), for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs, the scope of which is specified therein and whereas _____
(Name of Consultancy Firm) has through an RFP process, bid for the work.
2. A PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3. A PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to client.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.
5. Receiving Party means who receives the confidential information.
6. Disclosing Party means who discloses the confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and Client or its representatives to have specific access to Client’s property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information

(i) "Confidential Information" means all information disclosed/furnished by client to mention] or any such information which comes into the knowledge of the a PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the a PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";

"Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of Client including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

(iii) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

iv) The PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement.

(b) was rightfully in the possession of the a PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs without any obligation of confidentiality prior to receiving it from Client, or

prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.

(c) was rightfully obtained by the a PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs from a source other than Client without any obligation of confidentiality,

(d) was developed by for the PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of Client. Upon termination of this Agreement, Confidential information shall be returned to Client or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of Client in respect of the Confidential Information.

In the event the PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs is legally compelled to disclose any Confidential Information, the PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs shall give sufficient notice of 45 days to [state/UT to mention] to prevent or minimize to the extent possible, such disclosure. The PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of Client. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

The PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The PMC for the

State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs agrees to notify Client immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'Client' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of Client's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or
- f) Financial information; or
- g) Capital adequacy computation workings

3. Publications

The PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Client.

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Client, whichever is earlier. The PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs hereby agrees and undertakes to Client that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed Client promptly return or destroy, under information to Client, all information received by it from Client for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs further agrees and undertake to Client certify in

writing to Client that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs agrees and undertake to treat Confidential Information as confidential for a period of [three (3)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by Client to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Client.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

7.1. The PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the PMC for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs will result in irreparable damage to Client for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. Client shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to Client shall include Client's costs and expenses of enforcement (including the attorney's fees).

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Receiving Party acknowledges that monetary damages may not be the only and / or a

sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges b. Change of personnel assigned to the job c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives. d. Termination of contract

7.5. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.5. In case of any dispute, both the parties agree for mediation through in accordance with

the provisions of the Mediation Act, 2023. If the dispute is not resolved through mediation within 15 days, either parties may seek appropriated remedies before the Hon'ble High Court of H.P.

9.6. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.7. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.8 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both Party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law

The provisions of this Agreement shall be governed by the laws of India and the competent court at [state/UT to mention] shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General

Client discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

On behalf of Consultancy Firm

SIGNATURE OF CONSULTANT

Name: Designation:

Witness 1: Signature Name: Designation:

Witness 2: Signature Name: Designation:

Annexure III: Contract Agreement Form

{On Non-Judicial Stamp Paper of appropriate value}

This CONTRACT AGREEMENT (hereinafter called the “Contract”) is made and entered into on this the [Insert Day] day of [Insert Month], 20**[Insert Year]**, at [Insert City], India.

BETWEEN

RFP Inviting authority having its office at*Office address*..... (hereinafter referred to as the “client” or “client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the First Part.

AND

[Name of Consultancy Firm], a company incorporated under the Companies Act, 1956/2013, having its registered office at *[Address of Consultancy Firm]* (hereinafter referred to as the “Consultancy Firm”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Second Part.

(client and the Consultancy Firm are hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS:

(a) The client has issued a Request for Proposals (RFP) for the provision of certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) The Consultancy Firm, having represented to the client that it has the required professional skills, expertise and technical resources, has submitted a Consultancy Firm’s Proposal and has been selected to provide the Services on the terms and conditions set forth in this Contract;

(c) The Consultancy Firm has agreed to provide the Services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, the Parties hereto agree as follows:

1. Integral Documents

The following documents attached hereto shall be deemed to form and be read as an integral part of this Contract:

(a) The General Conditions of Contract (GCC);

(b) The Special Conditions of Contract (SCC);

The Appendices:

- (i) Appendix A: Terms of Reference (Scope of Work, Deliverables, and Timelines)
- (ii) Appendix B: Key Experts
- (iii) Appendix C: Breakdown of Contract Price
- (iv) Appendix D: Other documents, as required (e.g., Performance Bank Guarantee)

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; and Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. Mutual Rights and Obligations

The mutual rights and obligations of the client and the Consultancy Firm shall be as set forth in the Contract. In particular:

(a) The Consultancy Firm shall perform the Services in accordance with the provisions of the Contract; and

(b) The client shall make payments to the Consultancy Firm in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names and delivered as of the day and year first above written.

For and on behalf of the client

RFP inviting Authority

(Signature)

(Name):

(Designation):

For and on behalf of the Consultancy

Firm [Name of Consultancy Firm]

(Signature)

(Name):

(Designation):

In the Presence of Witnesses:

1.

2.

Annexure -IV: Submission of Pre-Proposal Queries

*[On the Letterhead of the
Consultancy Firm]*

Date: / /20_

To,

Subject: Submission of Pre-Proposal Queries – RFP for *[Title of Assignment]*

Sir/Madam,

We, the undersigned, refer to the Request for Proposal (RFP) dated [insert date], issued by [client name] for “*[Title of Assignment]*”.

In accordance with the provisions of the RFP, we hereby submit our queries/clarifications for your kind consideration. The queries have been consolidated in the prescribed format below.

We request you to kindly provide clarification/confirmation on the same. This will enable us to submit a comprehensive and well-aligned proposal in line with the requirements of the RFP.

We thank you for the opportunity to participate in this process and look forward to your response.

S. No.	RFP Section / Clause No.	Page No.	Existing Provision in the RFP	Query / Clarification Sought	Suggested Modification (if any)

Yours faithfully,

(Authorized Signatory)
[Name & Designation]
[Consultancy Firm Firm
Name] [Contact Details]

Annexure -V: Declaration on Joint Venture/Consortium (if applicable)
(To be submitted on the Letterhead of the Lead Member)

Date: _____
RFP Reference No.: _____

To

Subject: Declaration regarding Joint Venture / Consortium for the proposal for [Name of Assignment]

Dear Sir/Madam,

We, the undersigned Members of the Joint Venture / Consortium, hereby submit our proposal for the above-mentioned assignment in response to RFP No. _____ dated _____.

We hereby declare and confirm the following:

1. Constitution of the Joint Venture / Consortium

We have formed a Joint Venture / Consortium solely for the purpose of submitting this proposal and, if awarded, for executing the Contract for the Project. The Members are:

- **Lead Member:** [Name], incorporated under the laws of [Country], having its registered office at [Address].
- **Member 2:** [Name], incorporated under the laws of [Country], having its registered office at [Address].
- **Member 3 (if applicable):** [Name], incorporated under the laws of [Country], having its registered office at [Address].

2. Lead Member Authorization

We hereby designate [**Name of Lead Member**] as the Lead Member and authorize it to act on behalf of all Members in all matters relating to this proposal and the Contract, including:

- a) signing and submitting all documents;
- b) receiving and responding to communications;
- c) making representations, undertakings, and commitments; and
- d) assuming obligations relating to the satisfactory execution of the Contract.

3. Roles and Responsibilities

Sr. No.	Member Name	Role	Key Responsibilities

1	Lead Member		
2	Member		
3	Member		

4. Joint and Several Liability

We acknowledge and agree that all Members of the Joint Venture / Consortium shall be **jointly and severally liable** to the Authority for the full and satisfactory performance of the Contract in accordance with its terms.

This liability shall not be limited by any internal arrangements among the Members. The composition of the Joint Venture / Consortium shall not be altered, nor shall it be dissolved, without the prior written consent of the Authority until successful completion of the Project.

5. Acceptance of Terms

We confirm that we have carefully read and understood the RFP and all provisions relating to Joint Ventures / Consortiums. We understand that any misrepresentation or breach of this Declaration may result in rejection of our proposal, termination of the Contract, and forfeiture of applicable guarantees.

Declaration

We submit this Declaration as a true statement of our intent, commitment, and capability to execute the Project in accordance with the RFP.

For and on behalf of the Members of the Joint Venture / Consortium

Authorized Signatory — Lead Member

Name: _____
 Designation: _____
 Date: _____
 Seal & Address: _____

Authorized Signatory — Member(s)

Name: _____
 Designation: _____
 Date: _____
 Seal & Address: _____

Annexure VI: Bank Guarantee Format for Earnest Money Deposit (EMD)

(The Bank Guarantee shall be executed on a Stamp Paper of appropriate value.)

Bank Guarantee No.: _____

Date: _____

To

Bank Guarantee

Whereas, M/s. _____, with its Registered/Head Office at _____ (hereinafter called “the Consultancy Firm”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns) has undertaken to submit a Proposal in pursuance of RFP No. ____ dated _____ (hereinafter called “the RFP”);

And whereas you (which expression shall, unless repugnant to the context or meaning thereof, include your successors, administrators, executors, and assigns) have stipulated in the said Tender that the Consultancy Firm shall furnish a Bank Guarantee issued by a Commercial Bank for the sum specified therein, as Earnest Money Deposit (EMD), to secure compliance with its obligations under the RFP;

And whereas we, _____ (name and address of the Bank) having our Head Office at _____ (hereinafter referred to as “the Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns), have agreed to furnish such a guarantee on behalf of the Consultancy Firm.

Now, therefore, we hereby affirm and undertake that we are Guarantors on behalf of the Consultancy Firm, and are responsible to you, up to a total sum of Rs. ____ (Rupees _____ only), and we undertake to pay you, upon your first written demand declaring the Consultancy Firm to be in default under the RFP and without cavil or argument, any sum or sums within the limits of the aforesaid amount, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultancy Firm before presenting us with the demand.

The Bank undertakes not to revoke this Guarantee during its validity without your prior written consent and further agrees that the Guarantee shall remain enforceable until you discharge it. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Consultancy Firm.

We further agree that no change, addition, or modification to the terms of the RFP made by you shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid until the _____ day of _____, 20.

Our _____ Branch at _____ (Name & Address of Branch) is liable to pay the guaranteed amount, or any part thereof, under this Bank Guarantee only if your written claim or demand is received by us at our said branch on or before _____ (last date of validity). After that date, all our liabilities under this Guarantee shall stand discharged.

**Authorized Signatory of the Bank
(Signature with Seal)**

Name: _____

Designation: _____

Bank Name & Address: _____

Branch: _____

Annexure VII : Bank Guarantee Format for Performance Security

(The Bank Guarantee shall be on a Stamp Paper of appropriate value)

Ref Bank Guarantee No.....

Date.....

To

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Consultancy Firm, hereinafter called “the Consultancy Firm”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of contract no date..... to delivery (description of Services) (hereinafter called “the contract”).

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said contract that the Consultancy Firm shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we with our Head Office at..... (name and address of the Bank, hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Consultancy Firm such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultancy Firm, up to a total of..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultancy Firm to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultancy Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Consultancy Firm before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultancy Firm’s.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made

between you and the Consultancy Firm shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our * branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

Annexure VIII: Integrity Pact

{On Non-Judicial Stamp Paper of appropriate value}

Between [*Mention RFP inviting Authority*] hereinafter referred Client and

M/s _____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at represented by Shri _____, hereinafter referred to as “The Consultancy Firm”

Preamble

The Client intends to award, under laid down organization procedures, contract for Selection of a Project Management Consultancy (PMC) for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs. The Client 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 the Consultancy Firm/s and Contractor/s.

In order to achieve these goals, the Client and the above-named Consultancy Firm enter into this agreement called ‘Integrity Pact’ which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

Section I – Commitments of Client

1. The Client commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) The Client undertakes that no official of the Client connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Consultancy Firm, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - b) The Client will, during the pre-contract stage, treat all Consultancy Firm alike, and will provide to all Consultancy Firm the same information and will not provide any such information to any particular Consultancy Firm which could afford an advantage to that particular Consultancy Firm in comparison to other Consultancy Firm and could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Client will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Consultancy Firms participating in the Bidding process.
2. If the Client obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the matter will be informed to its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section II – Commitments of the Consultancy Firm

1. The Consultancy Firm commits himself 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:
 - a) The Consultancy Firm will not, directly or through any other person or firm, offer, promise or give to the Client, or to any of the Client's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Consultancy Firm shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Consultancy Firm. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non –submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.
 - c) The Consultancy Firm will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Consultancy Firm will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by the Client part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) Consultancy Firm will not pass any information provided by the Client as part of business relationship to others and not to commit any offence under PC/IPC Act.
 - e) The Consultancy Firm of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Consultancy Firm of Indian Nationality shall furnish the name and address of the foreign principals, if any involved directly or indirectly in the Bidding.
 - f) The Consultancy Firm will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - g) The Consultancy Firm will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of the Client.
- (2) The Consultancy Firm will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contract

- (1) If the Consultancy Firm, before contract award, has committed a serious transgression

through a violation of Section II or in any other form such as to put his reliability or credibility as Consultancy Firm into question, the Client may disqualify the Consultancy Firm from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Consultancy Firm has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, the Client may after following due procedures also exclude the Consultancy Firm from future contract award processes. The imposition and duration of the exclusion will be determined by 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 Consultancy Firm and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.

(3) If the Consultancy Firm can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Client may revoke the exclusion prematurely. However, decision of the Client in this regard shall be final and binding on the Consultancy Firm.

Section IV – Liability for violation of Integrity Pact

(1) If the Client has disqualified the Consultancy Firm from the tender process prior to the award under Section III, the Client may forfeit the applicable Bid Security/ Earnest Money Deposit Under the Bid.

(2) If the Client has terminated the contract under Section III, the Client may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

(1) The Consultancy Firm shall declare in his Bid that no previous transgressions occurred in the last 3 year with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

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

Section VI – Equal treatment to all Consultancy Firm

(1) The Client will enter into agreements with identical conditions as this one with all Consultancy Firm.

(2) The Client will disqualify from the tender process any Consultancy Firm who does not sign this Pact or violate its provisions.

Section VII – Punitive Action against violating Consultancy Firm

If the Client obtains knowledge of conduct of a Consultancy Firm or an employee or a representative or an associate of a Consultancy Firm which constitutes corruption, or if the

Client has substantive suspicion in this regard, the Client will inform the Chief Vigilance Officer (CVO). Nothing mentioned here in above may deem to restrict the right of the Client, in case of a suspected violation of Section II, Clause (1) (b) by the Consultancy Firm to initiate necessary action under the Competitions Laws for the time being in force.

Section VIII – Independent External Monitor/Monitors

(1) The Client has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India.

(2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to the Client, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to the Client, giving joint findings.

(3) The IEMs are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

(4) The Consultancy Firm(s) accepts that the IEM has the right to access without restriction to all documentation related to this contract including that provided by the Consultancy Firm. The Consultancy Firm will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The IEM is under contractual obligation to treat the information and documents of the Consultancy Firm(s) with confidentiality.

(5) The Client will provide to the IEM information as sought by him which could have an impact on the contractual relations between the Client and the Consultancy Firm related to this contract.

(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Client and request the Client to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Client and the Consultancy Firm, as deemed fit, to present its case before making its recommendations to the Client.

(7) The IEM will submit a written report to the Client within 8 to 10 weeks from the date of reference or intimation to him by the Client and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the IEM has reported to the Client a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Client has not, within the reasonable time

taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

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

(10) A Consultancy Firm signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

Section IX – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Consultancy Firm's six month after the contract has been awarded.

Section X – Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of the Client.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) Nothing in this agreement shall affect the rights of the parties available under the condition which are part of the Bidding Document.

(4) View expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in the bidding document IEM shall be applicable for packages wherein IEM are identified in the bidding document.

(5) 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.

On behalf of Consultancy Firm

SIGNATURE OF CONSULTANT

Name: Designation:

Witness 1: Signature: Name: Designation:

Witness 2: Signature: Name: Designation: -

Note

1. The authority of the client competent to sign the contract agreement shall sign this Annexure before uploading the proposal . The Consultancy Firm shall download this pre-signed document, affix their signatures along with those of the witnesses,

and upload the signed document. Failure to submit the Integrity Pact, duly signed and witnessed, along with the proposal , may result in rejection of the proposal.

2. In the case of a Joint Venture/Consortium, each member shall sign the Integrity Pact and submit it with the proposal . All authorized signatories of the JV/Consortium members may either sign a single document jointly or sign separate documents. Failure to submit the Integrity Pact, as prescribed, duly signed and witnessed, along with the Bid, may result in rejection of the proposal.

Annexure IX: Details of Past Debarment & Restoration of Eligibility

(To be submitted on the Company Letterhead)

Date: [Insert Date]

RFP Reference No: [Insert RFP Number]

To,

Subject: Disclosure of past debarment details and current eligibility status for the Project Management Consultancy (PMC) for the State Project Monitoring Unit (SPMU) under the Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs.

Dear Sir/Madam,

In accordance with the requirements of the RFP and in the interest of full transparency, we, [Name of your Consulting Firm], hereby provide the following details regarding a past debarment and our subsequent restoration of eligibility:

S. No	Item Description	Details
1	Issuing Authority	[Name of the Department/Organization that issued the order]
2	Reason for Order	[Briefly state the reason, e.g., Administrative Delay / Project Termination]
3	Period of Debarment	From: [Start Date] To: [End Date]
4	Current Status	Eligibility Restored / Debarment Period Expired
5	Restoration Proof	[Reference to Order No. / Completion of Period]

Declaration of Current Eligibility:

1. We hereby declare that as of the date of submission of this proposal, the period of debarment mentioned above has successfully expired.
2. We confirm that there are no active debarment or blacklisting orders against our firm by any Central/State Government, PSU, or Multilateral Agency as of the bid submission deadline.
3. Our firm is fully eligible to participate in this tender as per the criteria defined in the RFP.
4. We have correctly marked our status as "Is Not Currently Blacklisted" in Form 5B (Self-Certification) based on our active status.

We understand that any misrepresentation of facts regarding our current status may lead to the rejection of our bid or termination of the contract.

Yours faithfully,

(Signature of Authorized Signatory)

Name: Designation: Company Seal:

No.F.1/20/2018-PPD
Government of India
Department of Expenditure
Ministry of Finance
Procurement Policy Division

169-A, North Block, New Delhi,
2nd November, 2021.

OFFICE MEMORANDUM

Subject: Guidelines on Debarment of firms from Bidding

Attention is drawn towards Rule 151 of General Financial Rules (GFRs), 2017 regarding 'Debarment from Bidding' which is reproduced as under:

(i) A bidder shall be debarred if he has been convicted of an offence—

- (a) under the Prevention of Corruption Act, 1988; or*
- (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.*

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.


(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

2. This department has received a reference from Department of Commerce with a proposal that the task of universal banning of firms as per Rule 151 (ii) of GFRs as above may be undertaken by Department of Expenditure or should be decentralized to individual line Ministries/ Departments as DGS&D had been wind up on 31.10.2017. Central Public Procurement Portal (CPPP) or the Department of Expenditure can then maintain a master data of all such banned firms and it can be made available in public domain.

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3 In context of above, all issues regarding debarment have been reviewed in consultations with major procuring Ministries/ Departments and it is decided to issue attached 'Debarment Guidelines' in suppression to all earlier instructions on this subject.

4. This issues with the approval of Finance Secretary.


2.11.21
(Sanjay Aggarwal)
Advisor/ Procurement Policy Division
Email: sanjay.aggarwal68@nic.in
Tel: 23093224

To,

Secretaries, All Central Ministries/ Departments.

Secretary/ Department of Public Enterprises with a request to circulate these instructions to all Central Public Sector Undertakings (CPSUs).

Guidelines on Debarment of firms from Bidding

1. The Guidelines are classified under following two types:
 - (i) In cases where debarment is proposed to be limited to a single Ministry, the appropriate Orders can be issued by that Ministry itself, thereby banning all its business dealing with the debarred firm.
 - (ii) Where it is proposed to extend the debarment beyond the jurisdiction of the particular Ministry i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

Definitions

2. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
 - a. Whether the management is common;
 - b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
 - c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
 - d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e. All successor firms will also be considered as allied firms.
4. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

Debarment by a Single Ministry/ Department

5. Orders for Debarment of a firm(s) shall be passed by a Ministry/ Department/ organizations, keeping in view of the following:
 - a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
 - b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017.

- c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Ministry/ Department, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.
 - d. It shall **not** be circulated to other Ministries/ Departments. It will only be applicable to all the attached/ subordinate offices, Autonomous bodies, Central Public Sector Undertakings (CPSUs) etc. of the Ministry/ Department issuing the debarment Order.
 - e. The concerned Ministry/ Department before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
 - f. Secretary of Ministry/Department may nominate an officer at the rank of Joint Secretary/Additional Secretary as competent authority to debar the firms.
 - g. Ministry/ Department that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same. Ordinarily, the revocation of the Order before expiry of debarred period should be done with the approval of Secretary concerned of Ministry/Department.
 - h. The Ministry/Department will maintain list of debarred firms, which will also be displayed on its website.
 - i. Debarment is an executive function and should not be allocated to Vigilance Department.
6. Code of Integrity as contained in Rule 175 of the GFRs is reproduced as under:

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) prohibition of

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.*
- (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.*
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.*
- (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.*
- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.*
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.*
- (g) obstruction of any investigation or auditing of a procurement process.*

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(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

7. It is possible that the firm may be debarred concurrently by more than one Ministry/ Department.

8. Ministries/ Departments at their option may also delegate powers to to debar bidders to their CPSUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for debarment in para 5 as above are to be kept in mind. Debarment by such bodies like CPSUs etc. shall be applicable only for the procurements made by such bodies.

9. Similarly, Government e-Marketplace (GeM) can also debar bidders upto two years on its portal.

10. In case of debarments under para 8 as above, revocation the debarment orders before expiry of debarred period should be done only with the approval of Chief Executive Officer of concerned CPSUs etc.

Debarment across All Ministries/ Departments

11. Where a Ministry/ Department is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, the Ministry/ Department concerned, should after obtaining the approval of the Secretary concerned, forward to DoE a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. DoE will issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases.

12. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in the Ministry/ Department forwarding such proposal.

13. Ministry/ Department before forwarding the proposal to DoE must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm). If DoE realizes that

sufficient opportunity has not be given to the firm to represent against the debarment, such debarment requests received from Ministries/ Departments shall be rejected.

14. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances

15. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by any Ministries/ Departments/ Attached/Subordinate offices of the Government of India including autonomous body, CPSUs etc. after the issue of a debarment order.

16. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

Revocation of Orders

14. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

15. A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

Other Provisions (common to both types of debarment)

16. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the Ministry/ Department. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

17. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

18. Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.

19. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".