

Man power supply for the Arts and Science Colleges
The Pondicherry Society for Higher Education (PONSHE)
(Society sponsored by the Government of Puducherry)

REQUEST FOR PROPOSAL (RFP) DOCUMENT

Issued on 24.06. 2013

RFP No.439/PONSHE/ESTT/PF-II/ 2013-14

| | | |
|---|--|--|
| 1 | Issued to (Name of the person, designation and address) | |
| 2 | Name of Contract | Man power supply for the Arts and Science Colleges, Puducherry & Education College, Karaikal under the control of The Pondicherry Society for Higher Education (PONSHE) |
| 3 | Last date for submission of RFP | 1500 Hrs IST on <u>10-07-2013</u> at the Office of the Pondicherry Society for Higher Education (PONSHE), Lawspet, Puducherry – 605 008 Tel: 0413 - 2257831 |
| 4 | Date and Time of opening of Cover 1 of RFP submissions | 1600 Hrs IST on 11-7 -2013 at the Office of the Pondicherry Society for Higher Education (PONSHE), Lawspet, Puducherry – 605 008 Tel: 0413 2257831 |

| | | |
|---|-------------------------------------|--|
| 5 | Bid Processing Fee (Non-Refundable) | Rs.10,000/- (Rupees Ten Thousand Only) by means of Demand Draft from any Nationalized Indian Commercial Banks payable at Puducherry, in favour of the Member Secretary, PONSHE |
|---|-------------------------------------|--|

Issued by

The Pondicherry Society for Higher Education (PONSHE),

Lawspet, Puducherry – 605 008

Tel: 0413 – 2257831

Email: msponshe@gmail.com

Website: dhte.puducherry.gov.in

Acknowledgement:

This document is to be returned duly signed in each page by the authorized person accepting the terms and conditions.

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the bid *process* for supply of man power for the Arts and Science Colleges located in the UT of Puducherry under the control of PONSHE (The Pondicherry Society for Higher Education- sponsored by the Government of Puducherry) and must not be used for any other purposes. This document must not be passed to a third party except to professional advisers assisting with the bid submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form.

Signature of the Issuing Authority

-Sd/-

Member Secretary ,

The Pondicherry Society for Higher Education (PONSHE),
Lawspet, Puducherry – 605 008

| | |
|---------------------------|---|
| Agreement | As defined in Schedule -2 |
| Agreement Value | As defined in Clause 6.1.2 of Schedule -2 |
| Applicable Laws | As defined in Schedule - 2 |
| Applicant | As defined in Clause 2.1.1 |
| Associate | As defined in Clause 2.3.3 |
| Authorised Representative | As defined in Clause 2.13.3 |
| Authority | As defined in Clause 1.1.5 |
| Agreement | As defined in Clause 1.1.6 |
| Contractor | As defined in Clause 1.1.6 |
| Conditions of Eligibility | As defined in Clause 2.2.1 |
| Conflict of Interest | As defined in Clause 2.3 |
| Services | As defined in Clause 1.2 |
| Service Provider | As defined in Clause 1.2 |
| Documents | As defined in Clause 2.12 |
| Effective Date | As defined in Clause 2.1 of Schedule-2 |
| Eligible Contracts | As defined in Clause 3.1.4 |
| Financial Proposal | As defined in Clause 2.15.1 |
| Form of Agreement | Form of Agreement as in Schedule -2 |
| INR, Re, Rs. | Indian Rupee(s) |
| LOA | Letter of Award |
| Lead Member | As defined in Clause 2.1.1 |
| Member | As defined in Clause 2.3.3 (a) |
| Official Website | As defined in Clause 1.11.1 |

| | |
|--------------------------|--|
| Contract | As defined in Clause 1.1.5 |
| Prohibited Practices | As defined in Clause 4.1 |
| Proposal | As defined in Clause 1.2 |
| Proposed Due Date or PDD | As defined in Clause 2.17 |
| RFP | As defined in Disclaimer |
| Selected Applicant | As defined in Clause 2.25.1 |
| Selection Process | As defined in Clause 1.6 |
| Services | As defined in Clause 1.1.1(q) of Schedule -2 |
| Sole Firm | As defined in Clause 2.1.1 |
| Statutory Auditor | An Auditor appointed under Applicable Laws |
| Technical Proposal | As defined in Clause 2.14.1 |
| TOR | As defined in Clause 1.1.7 |
| US\$ | United States Dollar |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

CONTENTS

| | |
|---|-----------------|
| Section 1. Introduction | Pages 9 - 17 |
| Section 2. Instruction to Service Providers | Pages 18 - 38 |
| <u>Data Sheet</u> | |
| Section 3. Criteria for Evaluation | Pages 39 - 41 |
| Section 4. Fraud and Corrupt Practices | Pages 42 - 43 |
| Section 5. Pre-Proposal Conference | Page 44 |
| Section 6. Miscellaneous | Page 45 |
| <u>Schedules:</u> | |
| Schedule1. Terms of Reference (TOR) | Pages 46 52 |
| Schedule2. Agreement for Services Services | Pages 53 - 82 |
| <u>Appendices:</u> | |
| Appendix-I Technical Proposal | Pages 83 - 99 |
| Appendix-II Financial Proposal | Pages 100 - 107 |

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants 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 or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties 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 Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should 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 Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

LETTER OF INVITATION

To

1. PONSHE intends to procure man power supply contractors/ agencies for supplying educated man power for the Society Arts and Science colleges located in the UT of Puducherry.
2. The Pondicherry Society for Higher Education (PONSHE), is an autonomous Society sponsored by the Government of Puducherry and has the authority to select contractors/agencies for the services. Hence PONSHE now invites proposals.
3. More details on the Services are provided in the attached Terms of Reference. The Request for Proposal [RFP] is provided to all the applicants who have offered their willingness to take up this Contract in response to the bid called for by PONSHE. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under Quality & Cost Based Selection as described in this RFP.
5. The RFP includes the following documents:
 - Section 1** - Introduction
 - Section 2** – Instructions to Service Providers (including Data Sheet)
 - Section 3** - Criteria for Evaluation
 - Section 4** - Fraud and Corrupt Practices
 - Section 5** - Pre-Proposal Conference
 - Section 6** – Miscellaneous
6. Please inform us, upon receipt:
 - That you have received the letter of invitation; and
 - Whether you will submit a proposal alone or in association as a Joint Venture confirming joint and several liability.

7. A pre-proposal conference will be held on (Date and time) 02-7-2013 at 11.00 Hrs
8. RFP submissions must be received not later than 15.00 Hrs IST on 10-07-2013 in the manner specified in the RFP document at the address given below.

Address for communication:

Member Secretary , PONSHE,
PIPMATE buildings,
Lawspet,
Puducherry – 605 008.
Tel: 0413 - 2257831

1. INTRODUCTION

1.1 Background

1.1.1 The Pondicherry Society for Higher Education (PONSHE) is an autonomous Society sponsored by the Government of Puducherry and established in 2002 with the following objectives:

- To impart Arts and Science subjects and make it sensitive and relevant to the changing Industrial, Technological, Social environment areas.
- To provide an easy access to the working personnel in industry and to the weaker sections of the society, especially in the rural areas .
- To enlarge the coverage of programmes to the new and emerging area

Management of the Society:

The functioning of the Society is managed by a Governing Body. The Secretary to Government (Education), Puducherry, is the Chairman and Director of Higher and Technical Education, Puducherry, is the Member Secretary of the Society. Other Committees such as Finance Committee, Building Committee and Purchase Committee etc. were constituted to advise the Governing Body in the activities of the society.

Academic Activities:

Four Arts and Science colleges viz. Indira Gandhi Arts and Science College, Kadirkamam, Kasturba College for Women, Villianur, Perunthalaivar Kamarajar Arts College, Kalitheerthalkuppam and Rajiv Gandhi Arts College, Thavalakuppam are functioning under PONSHE imparting 3-years Degree courses.

+

| SL.NO. | NAME OF THE COLLEGE AND COURSES OFFERED | TOTAL INTAKE | |
|---|---|--------------|-----|
| 1.Indira Gandhi Arts and Science College, Kadirkamam | | | |
| i | B.Sc.(Biotechnology) | 99 | |
| ii | B.Sc.(Applied Microbiology) | 99 | |
| iii | Bachelor of Computer applications | 99 | |
| iv | B.Sc.(Statistics) | 99 | |
| v | B.Com(Foreign Trade) | 99 | |
| Total | | 495 | |
| 2. Perunthalaivar Kamarajar College of Education, Karaikal | | | |
| I | B.Ed(Tamil) | } | |
| ii | B.Ed(English) | | |
| iii | B.Ed(Maths) | | |
| iv | B.Ed(Physical Science) | | 100 |
| v | B.Ed.(Biological Science) | | |
| vi. | B.Ed(Social Science) | | |

| | | |
|--------------|----------------|------------|
| vii. | B.Ed(Commerce) | |
| viii. | D.T.Ed | 50 |
| Total | | 150 |

3. Kasturba College for Women, Villianur

| | | |
|--------------|--------------------------|------------|
| i | B.A.(SOCIAL WORK) | 75 |
| ii | B.A.(HISTORICAL STUDIES) | 75 |
| Total | | 150 |

4.Rajiv Gandhi Arts & Science College, Thavalakuppam

| | | |
|--------------|-------------------------------|------------|
| i | B.Com | 120 |
| ii | B.Com(Cooperative Management) | 120 |
| iii | B.C.A. | 90 |
| iv | B.Sc. (Computer Science) | 90 |
| Total | | 420 |

5. Perunthalaivar Kamarajar Arts College, Kalitheerthalkuppam.

| | | |
|-----|------------------------|-----|
| i. | B.A.(Functional Tamil) | 132 |
| ii. | B.S.c(Mathematics) | 132 |

| | |
|--|--------------------|
| iii. B.A.(Tourism and Travel Management) | 99 |
| | 90 |
| iv. B.C.A | |
| | 90 |
| v. B.Com | |
| | |
| | Total |
| | 543 |
| | |
| | Grand Total |
| | 1758 |

- 1.1.2** All the Arts and Science Colleges functioning under the control of **PONSHE** were established and are affiliated to the Pondicherry University. The various norms and standards stipulated by UGC for Arts and Science Colleges such as building, staff strength, scale of pay, etc are being followed by PONSHE Society. The laboratories, workshops etc of all the institutions have been equipped with modern sophisticated machineries, equipments and infrastructure facilities to suit the syllabus prescribed by the UGC.
- 1.1.3** Kasthurba College for Women is established with the motive of imparting higher education especially for the women students of the rural areas.
- 1.1.4** The other three colleges were started in rural areas for the upliftment of the down trodden community.
- 1.1.5** Presently in some of the Institutions listed above the posts of some Teaching and Non – Teaching Staff are lying vacant. The Member Secretary of PONSHE the “**Authority**” now intends to engage technically qualified persons in the relevant field through contractor/service provider on contract basis for a period of 3 years. The details of vacant position in various Arts and Science colleges where the manpower is to be engaged through outsourcing are given below:

TEACHING / NON-TEACHING - ARTS & SCIENCE AND B.ED/D.T.ED COURSE

(Note: the vacancies derived below is only provisional)

| Discipline | PKCE | IGCAS | RGASC | KCW | PKAC | Total |
|---|------|-------|-------|-----|------|-------|
| Tamil | - | - | 1 | - | 1 | 2 |
| English | - | - | 1 | - | 1 | 2 |
| Commerce | - | - | 1 | - | 5 | 6 |
| Biotechnology | - | 2 | - | - | - | 2 |
| Microbiology | - | 2 | - | - | - | 2 |
| Management (BBA) | - | - | 5 | - | - | 5 |
| Computer Science | - | - | 9 | - | 5 | 14 |
| Mathematics | - | - | 1 | - | 1 | 2 |
| Tourism | - | - | - | - | 1 | 1 |
| College Director of Physical Education | - | - | - | 1 | 1 | 2 |
| College Librarian | - | 1 | - | - | - | 1 |
| Lab Technician/Assistant | - | 5 | 1 | - | - | 6 |
| B.Ed. Course - Tamil | 1 | - | - | - | - | 1 |
| D.T.Ed. Course – Instructor in Education Technology | 1 | - | - | - | - | 1 |
| Total | 2 | 10 | 19 | 1 | 15 | 47 |

1.1.6 The contractor/service provider is intended to be selected through competitive bidding process. The Contract may be awarded to a private entity (the “**Contractor**”) selected through a competitive bidding process. The Contract would be implemented in accordance with the terms and conditions stated in the agreement to be entered into between the Employer (PONSHE) and the Contractor (the “**Contract Agreement**”). The details of the posts lying vacant are given in Schedule – I.

1.1.7 In pursuance of the above, the Authority has decided to carry out the process for selection of a Service Provider for supply of man power in accordance with the Terms of Reference specified at Schedule-1 (the "TOR").

1.2 Request for Proposal

1.2.6 The Authority invites proposals from interested firms (the "**Proposals**") for selection of a Service Provider (the “Service Provider”) who shall supply suitably qualified and experienced man power.

1.2.7 The Authority intends to select the Service Provider through competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to be informed themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10

1.4 Sale of RFP Document

1.4.6 The Cost of this RFP document is **Rs.10,000/-** (Rupees Ten Thousand only). This RFP document can be obtained from PONSHE between 08.45 hrs and 17.45 hrs on payment of non refundable fee of Rs.10,000/- (Rupees Ten Thousand only) by way of Demand Draft drawn in favour Member Secretary of PONSHE on any scheduled bank payable in Puducherry.

1.4.7 Alternatively, the RFP document can be downloaded from dhte.puducherry.gov.in and in such cases, the bidders will be required to pay non refundable fee Rs.10,000/- (Rupees Ten Thousand only) by the way of demand draft drawn in favour of Member Secretary of PONSHE on any scheduled bank payable in Puducherry at the time of submission of proposals. Any proposal not submitted with the above prescribed non-refundable fees will be rejected.

1.4.8 The RFP document will be provided to all the applicants who have offered their willingness to take up this Contract.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of **not less than 60 days** from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

The Authority has proposed to adopt a two stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. **The service fee to be quoted by the bidders shall constitute the sole criteria for evaluation of bids. In other words the Contract shall be awarded to the bidder quoting the lowest service fee.** In this RFP the term "Lowest Bidder" shall be the bidder who is offering the lowest service fee. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the "**Selected Applicant**") while the second ranked Applicant will be kept in reserve. Selection after being completed shall not be a subject of dispute and cannot be questioned in any forum.

1.7 Currency and payment

All payments to the Service Provider shall be made in **INR only** in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

| Event Description | Estimated Date |
|-------------------------------------|--|
| i. Last date for receiving | 10-07-2013 (17.00 Hrs) Queries /clarifications |
| ii. Pre-Proposal Conference | 02-07-2013 (11.00 Hrs) |
| iii. Authority response to queries | 02-07-2013 |
| iv. Proposal Due Date or PDD | 10-07-2013 (15.00 Hrs) |

- v. Opening of Proposals
 - a) Technical Proposal 10-07-2013 (16.00Hrs)
 - b) Financial proposal To be notified
- vi. Signing of Agreement **Within 7days from issue of LoA**
- vii. Validity of Applications **60 days** from Proposal Due Date

1.9 Pre-Proposal visit and inspection of data

Prospective applicants may visit the office of the Authority and review the available documents and data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the Nodal Officer specified below:

Thiru S.GNANAVADIV ELU, S.A.O.,PONSHE,
PIPMATE BUILDINGS, LAWSPET, Puducherry – 605 008.
Phone No.: 0413-2257832.
Email: msponshe@gmail.com

1.10 Pre –proposal Conference:

The date, time and venue of Pre-Proposal Conference shall be:

Date: Dt. 02-07-2013 Time: 11:00 hrs
Venue : PONSHE, PIPMATE BUILDINGS, Lawspet,
Puducherry – 605 001.

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

The Member Secretary,PONSHE,
PIPMATE BUILDINGS,
Lawspet,
Puducherry – 605 008.
Phone: 0413-2252831
Email: msponshe@gmail.com

The Official Website of the Authority is: dhte.puducherry.gov.in

1.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No.

FOR SELECTION OF CONTRACTOR/SERVICE PROVIDER FOR “SUPPLY OF QUALIFIED MAN POWER FOR THE POLYTECHNICS OF PIPMATE IN THE UT OF PUDUCHERRY”

2.0 INSTRUCTIONS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1** Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Services are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Services, it may participate in the Selection Process either individually (the "**Sole Firm**") or as lead member of a consortium of firms (the "**Lead Member**") in response to this invitation. The term applicant (the "**Applicant**") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2** Applicants are advised that the selection of Service Provider shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3** The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.2 Conditions of Eligibility of Applicants

- 2.2.1** Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2** To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:
- A) **Technical Capacity:** The Applicant shall have, over the **past 3 (three) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Contracts with each Contract having a value of not less than Rs. 1.25 crores as specified in Clause 3.1.4.**
 - B) **Financial Capacity:** **The Applicant shall have a minimum Net Worth (the "Financial Capacity") of Rs. 5.00 crores (Rupees five crores only) as at the close of preceding financial year.** For the purpose of evaluation, Applicants having comparatively larger revenues from Service Fees shall be given added weightage. For the avoidance of doubt, service fees hereunder refers to fees received by the Applicant for supply of qualified man power to its clients.

2.2.3 The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- i. Certificate(s) from its statutory auditors ^{\$} or the concerned client(s) stating the payments received during the past 3 years in respect of the Contracts specified in Clause 2.2.2 (A) above. In case a particular contract has been jointly executed by the Applicant (as part of a consortium), he should further support his claim for the share in work done for that particular contract by producing a certificate from its statutory auditor or the client; and
- ii. Certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.2 (B). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.
- iii. In addition to the financial and Technical obligations, the applicants for the Contract are also required to give a brief description of the roles and Responsibilities of the individual Members with reference to the Sub-Contract obligations.

2.2.4 In computing the Technical Capacity and Net Worth of the Applicant /Consortium Members under Clauses 2.2.2, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Applicant /Consortium member, person who controls, is controlled by, or is under the common control with such Applicant / Consortium member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

2.2.5 The Applicant shall also be a Consortium and in such case the Members should submit a Power of Attorney in favour of the Lead Member as per Form-4 of Appendix-I and shall comply with the following requirements, provided however that such Power of Attorney

^{\$} In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.3. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership:

- a) **Number of Members in a consortium shall not exceed 3 (three);**
- b) Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
- c) Members of the Consortium shall nominate one member as the lead member (the **“Lead Member”**), who shall be responsible for all the acts and deeds of all the Consortium Members. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Consortium;
- d) the Application should include a brief description of the roles and responsibilities of individual Members, particularly with reference to financial, technical and Sub-Contract obligations;
- e) An individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification; Any member who submits or participates in more than one application will be disqualified and will also lead to disqualification of the Consortium of which he is a member;
- f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the **“Jt. Bidding Agreement”**), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
 - (i) convey the intent to perform all the obligations of the Service Provider in terms of the Contract Agreement, in case the Contract to undertake the Contract is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the minimum equity stake to be held by each member;
 - (iv) commit that each of the Members, whose experience will be evaluated for the purposes of this RFP , shall for the entire period of the contract continue to hold the declared equity ;

(v) include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Service Provider in relation to the Contract;

- g) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- h) The Application shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the Members of the Consortium; and
- i) One of the Consortium members should have purchased the RFP documents from the Authority or have paid the non refundable fee of Rs. 10,000 (Rupees Ten thousand only) to the Authority as specified in the RFP document.

2.2.6 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 2 (two) years preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.2.7 The purchaser of the RFP document must be the Applicant itself or member of the Consortium submitting the application.

2.2.8 Applicants and all parties constituting the Applicant shall provide such evidence of their continued eligibility satisfactory to the Authority, as the Authority shall reasonably request.

2.2.9 Any entity which has been **barred** by the Central Government, any State Government, a Statutory Authority or a Central / State Public Sector Undertaking, as the case may be, from participating in any Contract, and the bar subsists as on the date of the Proposal, **would not be eligible** to submit a Proposal either by itself or through its Associate.

2.2.10 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any Contract or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.11 The following conditions shall be adhered to while submitting an Application:

- a. Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- b. Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
- c. In responding to the submission of proposal the Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- d. In case the Applicant is a Consortium, each Member should substantially satisfy the requirements to the extent specified herein.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 % (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for

computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent)of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Applicant is also a constituent of another Applicant; or
- iii. such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, contractual loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, contractual loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- v. such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others. ' information about, or to influence the Application of either or each other; or
- vi. such Applicant or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Contract.

2.3.2 An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Contract is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Contract. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Contract.

Explanation: In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.3.3 For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture or "Best. Friend Relationship" with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/consultants for a particular assignment/ Contract, not being this Contract, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Services for this Contract, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Contract and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Services or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Service Provider shall include a partner in the Service Provider's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Service Provider, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: Applicant/ Service Provider was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict) of Interest hereunder, then such Financial Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Services. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Colleges etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Visit to the Authority and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or discovered, or
- b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may ' lead to the disqualification of the

Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/rejected, then the **Authority reserves the right to consider the next best Applicant**, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove and the contents as listed below will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- i. Introduction
- ii. Instructions to Applicants
- iii. Criteria for Evaluation
- iv. Fraud and corrupt practices
- v. Pre-Proposal Conference
- vi. Miscellaneous

Schedules

1 Terms of Reference

2 Form of Agreement

Annex-1: Terms of Reference

Annex-2: Estimate of Costs

Annex-3: Bank Guarantee for Performance Security

3 Guidance Note on Conflict of Interest

4 Appendices

Appendix-I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Financial Capacity of the Applicant

Form 6: Abstract of Eligible Contracts of the Applicant

Form 7: Joint Bidding Agreement

Appendix –II: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

Form 3: Estimate of Costs

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification: "Queries/Request for Additional Information concerning RFP" The Authority shall endeavor to respond to the queries within, the period specified therein but not later than 7 (seven) days prior to the PDD. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2 The Authority reserves the right to not to respond to any questions or provide any clarifications in its sole discretion and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to provide the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal, and its copy, shall be typed or written in ink and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "**Authorised Representative**") as detailed below:

- a) by the proprietor, in case of a proprietary firm; or
- b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- d) by the authorised representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

2.13.4 Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents

received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- b) Power of attorney, if applicable, is executed as per Applicable Laws;
- c) Copy of the following have been included:
 - i. registration with the Labour Department, Puducherry,
 - ii. Joint Bidding Agreement, in case of Consortium, substantially in the format at Appendix – IV has been furnished;
 - iii. Applicant's duly audited balance sheet and profit & loss account for the preceding 3 years;
 - iv. Memorandum & Articles of Association, if the Applicant is a body Corporate, and if a partnership then a copy of its partnership deed, and
- d) The proposal is responsive in terms of Clause. 2.21.3.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.5 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.14.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material

misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into an Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Service Provider, as the case may be.

2.14.7 In such an event, the Authority shall forfeit and appropriate the Performance Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Services (Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, conveyance, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. **In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non- responsive and liable to be rejected.**
- b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to Deduction of Taxes at Source as per Applicable Laws.
- c) Costs (including break down of costs) shall be expressed in INR.

2.15.3 In case of tie between the bidders in the lowest lump sum fees (L1) quoted i.e. the lowest lump sum fees quoted by more than one bidder are the same, PONSHE will break the tie by inviting fresh Financial bids from such bidders who are so tied. The new Financial Bid submitted by such tied Bidders shall not be more than their respective original Financial Bid. The original Financial Bids of such tied Bidders will be annulled only when the new Financial Bids are received from the respective Bidders. The bidder quoting the lowest lump sum Fees (which shall not be more than the lump sum Fees quoted in the original Financial Bid resulting in the tie) will be selected as the Preferred Bidder. PONSHE will issue the Letter of Award to the Preferred Bidder.

2.15.4 PONSHE shall be entitled to cancel the Letter of Award issued to the Preferred Bidder and at its sole discretion invite the remaining other Preferred Bidders in the order of preference (ranked lowest to highest, as per their respective Financial Bids) for providing man power services, provided such Bidder agrees to match the Financial Bid of the **L1** Preferred Bidder and comply with such conditions as may be imposed by PONSHE, if the Preferred Bidder-

- Withdraws his Bid during the period of validity of his Bid;
- Fails or refuses to comply with the stipulations in the Letter of Award
- Fails or refuses to execute the Agreement within the stipulated time;
- Fails or refuses to furnish the Performance Security
- Commits a material breach of any of the terms and conditions contained in the RFP Document.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the later shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Service Provider name as indicated at Clause 1.11.1. and 1.11.2 and the name and address of the Applicant. It shall bear on top, the following:

"Do not open, except in presence of the Authorized Person of the Authority"

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked 'Technical Proposal' and the other clearly marked 'Financial Proposal'. The envelope marked "Technical Proposal" shall contain the Application in the prescribed format (Form 1 of Appendix-I) the Forms 2 to 9 of Appendix-I and the supporting documents such as copy of Memorandum and Articles of Association, if the Applicant is the body Corporate, and if partnership then copy of Partnership Deed, and copies of Applicant's duly audited balance sheet and profit and loss account for the preceding 3 years.

The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms- 1 & 2 of Appendix-II).

- 2.16.4** The Technical Proposal and Financial Proposal shall be typed or written in ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.16.5** The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6** The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- 2.16.7** The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Service Provider under the Agreement.
- 2.16.8** The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.17 Proposal Due Date

- 2.17.1** Proposal should be submitted before **time on the** PDD specified at Clause 1.8 at the address provided in Clause 1.10 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2** The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1** The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.
- 2.19.2** The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked 'MODIFICATION', 'SUBSTITUTION' or 'WITHDRAWAL', as appropriate.
- 2.19.3** Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

A Bid Security for an amount of Rs.2,50,000/- (Rupees Two lakh fifty thousand only) in the form of a crossed Demand Draft payable at Puducherry drawn in favour of “PONSHE” from any Scheduled Bank shall be submitted along with the Original Proposal. Those proposals not accompanied by Bid Security will be treated as Non responsive and such proposals will be rejected. Bid Security of the Preferred Bidder will be returned after the Performance Security is obtained and the agreement is signed. The Bid Security of the unsuccessful bidders will be returned within two weeks of completion of the selection process. PONSHE is entitled to cause forfeiture of the **BID Security** if the Bidder revokes / withdraws the Bid during the period of its validity and / or fails to comply with the conditions of the Letter of Award.

2.21 Performance Security

- 2.21.1** **Within five days of the date of the Letter of Award from PONSHE and prior to execution of the Agreement, the Preferred Bidder shall furnish to PONSHE a Performance Security in the form of an irrevocable Bank Guarantee from any Scheduled Bank, in favour of “Pondicherry Society for Higher Education” (PONSHE) enforceable and en-cashable in Puducherry for an amount equivalent to 10% of service fees as quoted by the consultant in the Financial Proposal as per the Annexure IV.** Failure to submit the Performance Security will be taken as a ground for rejection of the bidder. Performance Security will remain in force until the satisfactory completion of the award of contract.
- 2.21.2** The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security shall be forfeited and appropriated by the Authority as per the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;

- b) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- c) If the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

- 2.22.1** From the time bids are opened to the time the contract is awarded, if any service provider wishes to contact PONSHE on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence PONSHE in PONSHE's proposal evaluation, proposal comparison or contract award decisions, shall result in the rejection of the consultant's proposal.
- 2.22.2** Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 2.22.3** The Authority shall open the Proposals **at the time and date specified in Clause 1.11.1** and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.
- 2.22.4** Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.22.5** Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) the Technical Proposal is received in the form specified at Appendix-I.
 - b) it is received by the PDD including any extension thereof pursuant to Clause 2.17.
 - c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16.
 - d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4.
 - e) it contains all the information (complete in all respects) as requested in the RFP.
 - f) it does not contain any condition or qualification,
 - g) it contains information in formats same as those specified in this RFP;
 - h) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP for each Eligible Contract;
 - i) is accompanied by (i) non- refundable fee of Rs. 5,000 (Rupees five thousand only), in case the same has not been paid earlier or (ii) it contains an attested copy of the receipt for payment of Rs. 5,000 (Rupees five thousand only) to Authority towards the cost of the RFP document;
 - j) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Contract as stipulated in Clause 2.2.6(g); and

k) it is not non-responsive in terms hereof.

- 2.22.6** The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.22.7** The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Clause 3 of this RFP.
- 2.22.8** After the technical evaluation, the Authority shall prepare a list of pre-qualified Applicants in terms of Clause 3.2 for opening of their financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representative(s) of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.22.9** Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.10** Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Services is subsequently awarded to it.
- 2.22.11** The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.22.12** If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant Contract from computation of the Eligible Score of the Applicant.
- 2.22.13** In the event that an Applicant claims credit for an Eligible Contract and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

- 2.24.1** To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2** If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.
- 2.24.3** The Authority reserves the right to call for supporting documentation to verify the data provided by Applicants, at any time during the Qualification process. The Applicant in such cases would need to provide the requested clarification / documents promptly and within the stipulated time failing which the Applicant is liable to be disqualified at any stage of the evaluation and short listing process.

E. APPOINTMENT OF CONSULTANT

2.25 Negotiations

2.25.1 The first ranked Applicant (the "Selected Applicant") may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Service Provider under this RFP. Issues such as proposed deployment of man-power and understanding of the RFP shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.25.2 The Authority will examine the credentials of all Sub-Service Providers/ Consortium Members proposed for this Services and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

2.26 Indemnity

The Service Provider shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.27 Award of Services

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the **Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.** In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of Assignment

The Service Provider shall commence the Services within fifteen days of the date of the Agreement, or such other date as may be mutually agreed. If the Service Provider fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Service Provider, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Service Provider to the Authority in relation to the Services shall be the property of the Authority.

3.0 CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience and only those applicants whose **Technical Proposals score 70 points or more out of 100 shall be ranked as per Score achieved by them, from highest to the lowest technical score. (ST)**

3.1.2 The scoring criteria to be applied for evaluation would be as follows,

A) Minimum no. of Eligible Contracts as specified in Clause 3.1.4 – 5 nos.

B) Minimum Value of service fee collected in the preceding 3 years – Rs. 3.75 crore

Scoring criteria:

| Item Code | Description of personnel | Total Marks | Criteria | Marks |
|---------------------------------------|--|-------------|---|-------|
| 1 | Teaching Faculty | 50 | a. Maximum marks for eligible contracts | 10 |
| | | | b. Maximum marks for value of service fee collected. | 15 |
| | | | c. Maximum marks for man power provided: | |
| | | | i. Graduates and equivalent. | 5 |
| ii. Post Graduates and equivalent | 8 | | | |
| iii. PHD and equivalent | 12 | | | |
| 2 | Non – Teaching Faculty – Lab Assistant | 30 | a. Maximum marks for eligible contracts | 5 |
| | | | b. Maximum marks for value of service fee collected. | 7 |
| | | | c. Maximum marks for man power provided: | |
| | | | i. Diploma Engineer/Graduates in Arts and equivalent (as the case may be) | 18 |
| ii. Graduate Engineer/ PG in Arts and | 10 | | | |

| | | | | |
|-------------|---------------------------------------|-----|---|---|
| | | | equivalent (as the case may be) | |
| 2A | Non – Teaching Faculty – Lab Attender | 20 | a. Maximum marks for eligible contracts | 5 |
| | | | b. Maximum marks for value of service fee collected | 7 |
| | | | c. Maximum marks for man power provided: | |
| | | | i. Diploma Engineer and equivalent | 3 |
| | | | ii. Graduate Engineer and its equivalent | 5 |
| Grand Total | | 100 | | |

3.1.3 Methodology for awarding marks:

- i. Eligible contracts: While awarding marks for the number of Eligible Contracts and service fee collected, the Applicant that has undertaken the highest number of Eligible Contracts and has collected the highest service fee shall be entitled to the maximum score for the respective category and all other competing Applicants shall be entitled to a proportionate score. No score will be awarded to an Applicant for fulfilling the eligibility criteria of a minimum number of Eligible Contracts and only Contracts exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, (i) if the minimum number of Eligible Contracts for meeting the eligibility criteria is 3 (three), then an equivalent number will be ignored for each Applicant and only the balance remaining will be considered for awarding scores relating to the number of Eligible Contracts on a proportionate basis and (ii) if the minimum service fee collected is Rs. 1.00 crore then an equivalent value will be ignored for each Applicant and only the balance remaining will be considered for awarding scores relating to the value of service fee on a proportionate basis.
- ii. Qualification of personnel engaged: While awarding marks for the qualification of the personnel engaged by the Applicant in the Eligible Contracts, the marks earmarked for the respective qualification will be followed.

3.1.4 Eligible Contracts

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, services/assignments granted by the government or recognized and reputed private technical, engineering and Arts and Science Colleges as the case may be of not less

than 150 teaching and non – teaching staff (Lab Assistant & Lab Attender) per single contract of value more than Rs. 1.25 crore per contract shall be deemed as Eligible Contracts.

Provided that all Eligible Contracts relating to Contracts based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment.

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, **not more than 7 (seven) shall be pre-qualified and short-listed for financial evaluation in the second stage.** However, if the number of such pre-qualified Applicants is less than 2 (two), the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clauses 3.1.1 and 3.1.2; provided that in such an event, the total number of pre-qualified and shortlisted Applicants shall not exceed 2 (two).

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF) as specified in Clause 3.3.3.

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.

3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Service Provider to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Service Provider. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.7 and 0.3 respectively.

3.4.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher technical score should be ranked first.

4.0 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter *alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Service Provider shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Service Provider, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Contract or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Contract;
 - b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5.0 PRE-PROPOSAL CONFERENCE.

- 5.1** Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant. Applicants are also advised to intimate the details of the representatives who will be attending on their behalf to the officer designated in clause 2.13.3 at least one day prior to the conference.
- 5.2** Applicants who have downloaded the RFP document from PONSHE's website dhte.puducherry.gov.in, should submit a Demand Draft of Rs. 10,000 (Rupees Ten thousand only) towards the cost of document, through their representative attending the conference. The Demand Draft should be in the name of Member Secretary, "The Pondicherry Society for Higher Education" payable at *Puducherry*.
- 5.3** During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6.0 MISCELLANEOUS

- 6.1** The Selection Process shall, be governed by, and construed in accordance with, the laws of India and the Courts at “Puducherry/Hon’ble High Court of Chennai” shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) Suspend and /or cancel the selection Process and /or amend and /or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Applicant in order to receive clarification or further information;
 - c) Retain any information and /or evidence submitted to the Authority by, on behalf of and /or in relation to any Applicant; and /or
 - d) Independently verify, disqualify, reject and /or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3** It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and /or performance of any obligations hereunder, pursuant hereto and /or in connection herewith and waives any and all rights and /or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4** All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5** The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULE – 1

(See Clause 1.1.3)

CONSULTANCY FOR TRANSACTION ADVISORY SERVICES

Development of Multi product Special Economic Zone for Pondicherry Industrial Promotion Development & Investment Corporation Limited (PIPMATE) under Public Private Partnership (PPP) Mode at Polagam, Karaikal, UT of Puducherry

TERMS OF REFERENCE (TOR)

Terms of Reference (TOR)

1.0 General

- 1.1** The Union Territory of Puducherry is constituted out of the four erstwhile French settlements with Pondicherry, Karaikal, Mahe and Yanam. Puducherry is the Capital of this Union Territory. The map of UT of Puducherry is given below:
- 1.2** Puducherry is on the east coast, about 162 kms south of Chennai (Madras) and Karaikal is 140 kms further South near Nagapattinam in East Coast, Mahe lies in the West Coast of Kerala and Yanam is in the East Coast of Andhra Pradesh. The total area of all the four regions is 479 kms with 12.44 lakh population as per 2011 Census.
- 1.3** The literacy rate of the UT of Puducherry as per 2011 Census is given below:

| Unit | Puducherry | Karaikal | Mahe | Yanam | Union Territory |
|------|------------|----------|-------|-------|-----------------|
| % | 86.13 | 87.83 | 98.35 | 80.26 | 86.55 |
| % | 92.07 | 93.36 | 99.24 | 83.63 | 92.12 |
| % | 80.40 | 82.61 | 97.61 | 77.07 | 81.22 |

1.4 The details of the education institutions in the UT of Puducherry as of the year 2011-2012 are given below:

| Type of Institutions | Puducherry | Karaikal | Mahe | Yanam | Union Territory |
|-------------------------|------------|----------|------|-------|-----------------|
| Primary | | | | | |
| No. of Institutions | 194 | 80 | 14 | 15 | 303 |
| No. of Students | 18184 | 5503 | 1362 | 2199 | 27248 |
| Middle | | | | | |
| No. of Institutions | 69 | 24 | 7 | 0 | 100 |
| No. of Students | 14598 | 4831 | 2246 | 0 | 21675 |
| Secondary | | | | | |
| No. of Institutions | 130 | 38 | 5 | 14 | 187 |
| No. of Students | 50624 | 15554 | 1827 | 7444 | 75449 |
| Higher Secondary | | | | | |
| No. of Institutions | 93 | 19 | 6 | 1 | 119 |
| No. of Students | 110250 | 14370 | 4874 | 341 | 129835 |

1.5 The Government of Puducherry has sponsored and established in 2002, a Society in name and style “The Pondicherry Society for Higher Education” (PONSHE). The objectives of the PONSHE are:

- To impart undergraduate courses and make it sensitive and relevant to the changing Industrial, Technological, Social environment in rural areas.
- To provide an easy access to the working personnel in industry and to the weaker sections of the society, especially in the rural areas.
- To enlarge the coverage of programmes to the new and emerging area.

1.6

1.7 .

1.8 Presently in some of the Institutions listed above the posts of some Teaching and Non – Teaching Staff are lying vacant. The PONSHE now intends to engage suitably qualified persons in the relevant field through contractor/service provider on contract basis for a period of 3 years. The details of vacant position in various polytechnic colleges where the manpower is to be engaged through outsourcing are given in Clause 1.1.5.

- 1.9** The arts and Science courses aims to provide students with the ability to communicate effectively in English; a sound knowledge of basic, scientific, computing and mathematical techniques; a knowledge of, and ability to apply, basic problem solving techniques; and basic knowledge and skills in the field of arts and science.
- 1.10** The arts courses teaches a student all the fundamental concepts of socio, economic fields, and is an extremely professional course where students can choose their specialization and pursue their career interest.

1.11

1.12

1.13 Generally College education will;

make one prosperous,
give a better quality of life,
give the power to change the world,
be something one can pass on to children, and
make one major contributor to the greatest nation on earth.

1.14 Guided by all the above the Authority expects the faculty now proposed to be outsourced to provide;

holistic knowledge to students by teaching subjects beyond their Diploma specialization as well as those that promote character building and global perspective and ensure students have a broad-based education,

to enhance student learning by using wide repertoire of learning – teaching approaches which include the use of new teaching technologies and interactive digital media to help learn as well as ignite one’s passion for learning,

to help students lead a more meaning-full and effective life by helping them develop vital character traits,

to provide students with training in making ethical decisions,

to helps students recognize entrepreneurial values and assimilate and develop these values in students, irrespective of the study or specialization, and help them to make use of the opportunity to develop entrepreneurial talent, and

to engage students in e-learning and help them acquire valuable skills in learning how to learn and how to create knowledge in an online and wireless environment by creating an opportunity to be exposed to both independent and collaborative learning online.

2.0 Objective

The objective of this Services (the "**Objective**") is to procure a bidder for supply of suitably qualified personnel possessing the qualities expected and explained in Clause 1.14 above for the Polytechnics governed by the PIPMATE. The Service Provider is expected to ensure that highly qualified teachers having the talent to impart the qualities and education for churning out best results are provided to the Colleges.

3.0 Scope of Services

3.1 The scope of the Service Provider will be to supply suitably qualified man power comprising of teaching and non-teaching staff having the following qualification and experience for Government Polytechnics listed in Clause 1.1.5 of the RFP.

i. Teaching Faculty - Lecturer:

| Qualification | Experience |
|---------------|------------|
| | |
| | |

ii. Non-Teaching Faculty (Lab Assistant):

| Laboratories | Qualification | Experience |
|--------------|---------------|------------|
| | | |
| | | |

iii. Non-Teaching staff (Lab Attender):

| Laboratories | Qualification | Experience |
|--------------|---------------|------------|
| | | |
| | | |

The teaching faculty would be for the job of Lecturer in the field of Arts and Science respectively as given in Clause 1.1 of the RFP. The total number of Lecturers required are ...46. numbers and ...6...numbers in the field of Arts and Science respectively for all the

Colleges as listed in Clause 1.1 of RFP. . The working time of the colleges will be from 9.30 am to 4.30 pm . The duties and the responsibilities of the teaching and non-teaching faculties are given below:

A. Teaching Faculty - Lecturer:

- i. Shall handle Theory and Practical classes to the students as per the curriculum prescribed by UGC, NEW DELHI.. The work load of a Lecturer is as per UGC norms.
- ii. Shall conduct regular monthly test and assignment and evaluate the examination papers.
- iii. Shall conduct regular counseling & guidance to the students to improve their performance, attitude, character and soft skills.
- iv. Shall perform any other duties assigned from time to time by the Principal and Head of the Department / Section-In-charge including Admission work, Board examination, E-governance etc.
- v. Shall submit fortnightly report to the Principal or Head of the Department / Section-In-charge.

3.2 Service Provider Services

3.2.1 The Service Provider shall be responsible for periodic renewal of all relevant registrations with the concerned Departments in the Government of Puducherry and for payment of wages to the personnel on time without any default and produce proof of the same to the Authority.

3.2.2 The Authority will not normally entertain any request of the selected Applicant for substitution of the teaching/non-teaching staff as any change therein may affect the performance of the students of any academic year. Substitution will however be permitted in exceptional circumstances if the personnel are not available for reasons of any incapacity due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

3.2.3 The personnel shall not claim any benefit/compensation/absorption/regularization of services with the Authority under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970. The Service Provider shall procure an undertaking from the personnel to this effect and submit to the Authority.

3.2.4 The Service Provider shall:

- a. ensure that the personnel be polite, cordial, positive, obedient and efficient while handling the assignments given,
- b. endeavor to promote good will and preserve the image of the Authority.
- c. be responsible for any injury to the personnel caused due to accidents inside and outside the College campuses.

The Service Provider shall subject to the provision of the agreement indemnify the Authority for any direct loss, damage etc. that is caused due to misbehavior by the personnel, accidents to the personnel etc.

- 3.2.5** The Service Provider shall strictly adhere to all the statutory regulations such as minimum wages, provident fund ESI payment etc. covered under Labour Contract and pay all statutory dues in time and submit proof of same to the Authority.
- 3.2.6** The Service Provider shall ensure that the personnel are available for carrying out their assignments promptly and punctually. The working hours are from 8.30 am to 6.00 pm for regular classes while the working time for the Colleges on shift basis would be from 8.30 am to 4.00 pm for shift-1 and 12.30 pm to 7.30 for shift-2. However the personnel will be required to work beyond office hours and holidays depending upon the exigencies of work and Authority will not take any responsibility to pay for the work being extracted beyond office hours.
- 3.2.7** The Service Provider shall provide the photo ID cards to the personnel which the personnel have to carry during working hours.
- 3.2.8** The Service Provider shall not transfer or subcontract the service during the entire period of the contract.

4.0 Milestone Payment Schedule

- 4.1** Subject to the provisions of Clause 10.1 of the TOR, the payment to the Service Provider would be paid on or before the 10th day of succeeding months based on the bills submitted by the Service Provider along with the certificate of attendance and certificate of satisfactory performance from the officer in-charge of the College, after deducting TDS.

SCHEDULE -2
(See Clause 2.1.3)

AGREEMENT
FOR
Man power supply for the Polytechnics of
The Pondicherry Society for Higher Education(PONSHE) in the U.T. of Puducherry.

CONTENTS

1. General

- 1.1 Definitions and Interpretation
- 1.2 Relation between the Parties
- 1.3 Rights and obligations
- 1.4 Governing law and jurisdiction
- 1.5 Language
- 1.6 Table of contents and headings
- 1.7 Notices
- 1.8 Location
- 1.9 Authority of Member-in-Charge
- 1.10 Authorised representatives
- 1.11 Taxes and duties

2. Commencement, Completion and Termination of Agreement

- 2.1 Effectiveness of Agreement
- 2.2 Commencement of Services
- 2.3 Termination of Agreement for failure to commence Services
- 2.4 Expiration of Agreement
- 2.5 Entire Agreement
- 2.6 Modification of Agreement
- 2.7 Force Majeure
- 2.8 Suspension of Agreement
- 2.9 Termination of Agreement

3. Obligations of the Service Provider

- 3.1 General
- 3.2 Conflict of Interest
- 3.3 Confidentiality
- 3.4 Liability of the Service Provider
- 3.5 Accounting, inspection and auditing
- 3.6 Service Provider's actions requiring the Authority's prior approval

- 3.7 Documents prepared by the Service Provider to be the property of the Authority
- 3.8 Materials furnished by the Authority
- 3.9 Providing access to the Contract Office and Personnel

4. Obligations of the Authority

- 4.1 Assistance in clearances etc.
- 4.2 Access to land and property
- 4.3 Change in Applicable Law
- 4.4 Payment

5. Payment to the Service Provider

- 5.1 Cost estimates and Agreement Value
- 5.2 Currency of payment
- 5.3 Mode of billing and payment

6. Liquidated damages and penalty

- 6.1 Performance Security
- 6.2 Liquidated Damages
- 6.3 Penalty for deficiency in services

7. Fairness and Good Faith

- 7.1 Good Faith
- 7.2 Operation of the Agreement

8. Settlement of Disputes

- 8.1 Amicable settlement
- 8.2 Dispute resolution
- 8.3 Conciliation

8.4 Arbitration

ANNEXES

Annex 1: Terms of Reference

Annex 2: Estimate of Costs

Annex 3: Cost of Services

Annex 4: Bank Guarantee for Performance Security

Annex – 1

**AGREEMENT
FOR**

Man power supply for the Arts and Science college of the PONDICHERRY SOCIETY FOR HIGHER EDUCATION(PONSHE)

AGREEMENT No. -----

This AGREEMENT (hereinafter called the "Agreement") is made on the ----- day of the month of -----2013 between Thiru. _____ Member Secretary, The Pondicherry Society for Higher Education (PONSHE) on the one hand, (hereinafter called the "Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, -- ----- (hereinafter called the "Service Provider" which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for appointment of Service Provider (hereinafter called the "Services") for "Man power supply for the colleges of The Pondicherry Society for Higher Education (PONSHE) in the UT of Puducherry (hereinafter called the "Contract")
- (B) the Service Provider submitted its proposals for the aforesaid work, whereby the Service Provider represented to the Authority that it had the required experience, and in the said proposals the Service Provider also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Service Provider, awarded the Services to the Service Provider vide its Letter of Award dated _____ (the "LOA"); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:

1.0 General

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Agreement, together with all the Annexes;

"Agreement Value" shall have the meaning set forth in Clause 5.1.2;

"Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;

"Confidential Information" shall have the meaning set forth in Clause 3.3;

"Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;

"Dispute" shall have the meaning set forth in Clause 8.2.1;

"Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;

"Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;

"Government" means the **[Government of Pudcherry]**;

"INR, Re. or Rs." means Indian Rupees;

"Member", in case the Service Provider consists of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities;

"Party" means the Authority or the Service Provider, as the case may be and Parties means both of them;

"Personnel" means persons hired by the Service Provider or by any Sub- Service Provider as employees or retainers and assigned to the performance of the Services or any part thereof;

"Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;

"RFP" means the Request for Proposal document in response to which the Service Provider's proposal for providing Services was accepted;

"Services" means the work to be performed by the Service Provider pursuant to this Agreement, as described in the Terms of Reference hereto;

"Third party" means any person or entity other than the Government, the Authority, the Service Provider or a Sub-Service Provider.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP, and
- (d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Service Provider. The Service Provider shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Agreement, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Service Provider in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at Puducherry and Chennai shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Service Provider, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Service Provider's Representative set out below in Clause 1.10 or to such other person as the Service Provider may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Service Provider may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Service Provider; provided that if the Service Provider does not have an office in Puducherry may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

- 1.8.1** The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Service Provider.

1.9 Authority of Member-in-charge

In case the Service Provider consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Service Provider's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

- 1.10.1** Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Authority or the Service Provider, as the case may be, may be taken or executed by the officials specified in the Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Member Secretary ,
The Pondicherry Society for Higher Education(PONSHE)
Lawspet, Puducherry
Telephone: +91-413 2257831

1.10.3 The Service Provider may designate one of its employees as Service Provider's Representative. Unless otherwise notified, the Service Provider's Representative shall be:

Tel: -----
Mobile: -----
Fax: -----

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Service Provider shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2.0 Commencement, Completion and Termination of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

2.2 Commencement of Services

The Service Provider shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Service Provider does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Service Provider, declare this Agreement to be null and void and in the event of such a declaration, this Agreement shall stand terminated and the Service Provider shall be deemed to have accepted such termination.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of a period of 30 (thirty) days after the supply of the man power for the last month of the third year. Upon Termination, the Authority shall make payments of all amounts due to the Service Provider hereunder.

2.5 Entire Agreement

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Service Provider arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1 on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure- to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable Measure to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

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

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall not be entitled to be reimbursed for additional costs if any incurred by it during such period for the purpose of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 7 (seven) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Service Provider to remedy such breach or failure within a period not exceeding 10 (ten) days after receipt by the Service Provider of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days written notice of termination to the Service Provider, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 7 (seven) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

- (b) the Service Provider becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Service Provider submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Service Provider knows to be false;
- (e) any document, information, data or statement submitted by the Service Provider in its Proposals, based on which the Service Provider was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 10 (ten) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Service Provider

The Service Provider may, by not less than 30 (thirty) days written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) The Authority fails to pay any money due to the Service Provider pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Service Provider that such payment is overdue;
- (b) The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Service Provider may have subsequently granted in writing) following the receipt by the Authority of the Service Provider's notice specifying such breach;
- (c) As the result of Force Majeure, the Service Provider is unable to perform material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to, Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Service Provider's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Service Provider's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly- manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents and materials furnished by the Authority, the Service Provider shall proceed as provided by Clauses 3.8 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Service Provider (after offsetting against these payments any amount that may be due from the Service Provider to the Authority):

- (a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (b) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (c) except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.0 Obligations of the Service Provider

3.1 General

3.1.1 Standards of Performance

The Service Provider shall perform the Services and carry out its obligations hereunder 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 and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Service Provider is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Service Provider shall provide the Services specified therein.

3.1.3 Applicable Laws

The Service Provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Service Provider comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Service Provider shall not have a Conflict of interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Service Provider and Affiliates not to be otherwise interested in the Contract

The Service Provider agrees that, during the term of this Agreement and after its termination, the Service Provider or any Associate thereof, and any entity affiliated shall be disqualified from providing goods, works, services, loans or equity for any Contract resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to similar assignments at any time; provided further that this restriction shall not apply to services provided to the Authority in continuation of this Services or to any subsequent services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity

affiliated with the Service Provider shall include a partner in the firm of the Service Provider or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Service Provider, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Service Provider not to benefit from commissions discounts, etc.

The remuneration of the Service Provider pursuant to Clause 6 hereof shall constitute the Service Provider's sole remuneration in connection with this Agreement or the Services and the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that its Personnel and agents, similarly shall not receive any such additional remuneration.

3.2.5 The Service Provider and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Service Provider, without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Service Provider is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Service Provider shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Service Provider is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2:6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Contract or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Contract;
- (b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Service Provider and the Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Service Provider and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information

which the Service Provider is under an obligation to keep confidential in relation to the Contract, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority. Notwithstanding the aforesaid, the Service Provider and the Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (a) was in the public domain prior to its delivery to the Service Provider and the Personnel or becomes a part of the public knowledge from a source other than the Service Provider and the Personnel;
- (b) was obtained from a third party with no known duty to maintain its confidentiality;
- (c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Service Provider and the Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (d) is provided to the professional advisers, agents, auditors or representatives of the Service Provider or Personnel, as is reasonable under the circumstances; provided, however, that the Service Provider or Personnel, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Service Provider

3.4.1 The Service Provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Service Provider's liability towards the Authority

The Service Provider shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Service Provider or on the part of any person or firm acting on behalf of the Service Provider in carrying out the Services, the Service Provider, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (a) for any indirect or consequential loss or damage; and

(b) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Service Provider may be entitled to receive from any insurance maintained by the Service Provider to cover such a liability, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Service Provider's liability, if any, for damage to Third Parties caused by the Service Provider or any person or firm acting on behalf of the Service Provider in carrying out the Services subject, however, to a limit equal to 3 (three) times the value of this Agreement.

3.5 Accounting, inspection and auditing

The Service Provider shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Service Provider's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6 Service Provider's actions requiring the Authority's prior approval

The Service Provider shall obtain the Authority's prior approval in writing before taking any other action that is not specified in this Agreement.

3.7 Documents prepared by the Service Provider to be property of the Authority

3.7.1 All reports and other documents (collectively referred to as "**Services Documents**") prepared by the Service Provider (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Services Documents shall vest with the Authority. Any Services Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Services Document is created and the Service Provider agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Service Provider.

3.7.2 The Service Provider shall, not later than termination or expiration of this Agreement, deliver all Services Documents to the Authority, together with a detailed inventory thereof. The Service Provider may retain a copy of such Services Documents. The Service Provider or

a Third Party shall not use these Services Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.7.3 The Service Provider shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such Services Documents, or due to any breach or failure on part of the Service Provider or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.8 Materials furnished by the Authority

Materials made available to the Service Provider by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Service Provider shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.9 Providing access to Contract Office and Personnel of the Service Provider

The Service Provider shall ensure that the Authority, and officials of the Authority having authorisation from the Authority, are provided unrestricted access to the office of the Service Provider and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Service Provider and verify the records relating to the Services for his satisfaction.

4.0 Obligations of the Authority

4.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Service Provider with work permits and such other documents as may be necessary to enable the Service Provider to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

4.2 Access

The Authority warrants that the Service Provider shall have, unimpeded access to the Offices in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Service Provider as and when so required.

4.3 Change in Applicable Law

- 4.3.1** If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Service Provider in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Agreement shall not be increased or decreased, and no corresponding adjustments shall be made to the aforesaid Agreement Value.
- 4.3.2** All service tax and other taxes as may be applicable from time to time, on the payment of the professional fees to the Service Provider, shall be borne by the Service Provider.

4.4 Payment

In consideration of the Services performed by the Service Provider under this Agreement, the Authority shall make to the Service Provider such payments and in such manner as is provided in Clause 5 of this Agreement.

5.0 Payment to the Service Provider

5.1 Cost estimates and Agreement Value

5.1.1 An abstract of the cost of the Services payable to the Service Provider is set forth in Annex-3 of the Agreement.

5.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs. ----- (Rupees-----), which includes the Service Tax.

5.2 Currency of payment

All payments shall be made in Indian Rupees. The Service Provider shall be free to convert Rupees into any foreign currency as per Applicable Laws.

5.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Service Provider shall be paid for its services as per the Payment Schedule at Annex-4 of this Agreement, and Clauses 4.1 of the TOR, and the rates specified in Annex-3 of this Agreement, subject to the Service Provider fulfilling the following conditions:
 - i. No payment shall be due for the subsequent month till the Service Provider completes to the satisfaction of the Authority the work pertaining to the preceding month. Provided, however, that for the services specified in Clause 3.2 of the TOR, payment shall be due and payable by the Authority for the man hours spent during each calendar month;
 - ii. The Authority shall pay to the Service Provider, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Service Provider to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "**Due Date**").
- (c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Service Provider to the Authority within 30 (thirty) days after receipt by the Service Provider of notice thereof. Any such claim by the Authority for reimbursement must be made within 30 (thirty) days after receipt

by the Authority of a statement. Any delay by the Service Provider in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

(d) All payments under this Agreement shall be made to the account of the Service Provider as may be notified to the Authority by the Service Provider.

6.0 Liquidated Damages and Penalties

6.1 Performance Security

6.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the "**Performance Security**"); provided that the Service Provider shall not be required to provide Performance Security in the form of a bank guarantee or cash deposit. **It is proposed to deduct 10% of bill amount from each bill towards Performance Security.**

6.1.2 Notwithstanding anything to the contrary contained in Clause 6.1.1, as and when payments become due to the Service Provider for its Services, the Authority shall retain by way of Performance Security, 10% (ten per cent) of all the amounts due and payable to the Service Provider, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 6.2. The balance remaining out of the Performance Security shall be returned to the Service Provider at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Financial Service Provider hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

6.1.3 The Service Provider may, in ' lieu of retention of the amounts as referred to in Clause 6.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-5 of this Agreement.

6.2 Liquidated Damages

6.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the services provided by the Service Provider and such error or variation is the result of negligence or lack of due diligence on the part of the Service Provider, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Service Provider by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

6.2.3 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered

by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Service Provider, suitable extension of time shall be granted.

6.2.4 Encashment and appropriation of Bid and Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Bid and Performance Security, in whole or in part, without notice to the Service Provider in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 6.2.

6.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 6.2, warning may be issued to the Service Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Contract or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

7.0 Fairness and Good Faith

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

7.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 7.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8.0 Settlement of Disputes

8.1 Amicable settlement

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

8.2 Dispute resolution

8.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 8.3.

8.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

8.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Chairman, PIPMATE and the Managing Partner/ Chairman of the Board of Directors of the Service Provider or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 8.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 8.4.

8.4 Arbitration

8.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 8.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 8.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration and subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Puducherry and the language of arbitration proceedings shall be English.

- 8.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 8.4.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 8 shall be final and binding on the Parties as from the date it is made, and the Service Provider and the Authority agree and undertake to carry out such Award without delay.
- 8.4.4 The Service Provider and the Authority agree that an Award may be enforced against the Service Provider and/or the Authority, as the case may be, and their respective assets wherever situated.
- 8.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of Service Provider:

For and on behalf of Authority

(Signature)
 (Name)
 (Designation)
 (Address)
 (Fax No.)

(Signature)
 (Name)
 (Designation)
 (Address)
 (Fax No.)

In the presence of:

Schedule – 2
Annex – 1
(Refer Schedule – 1)

Schedule – 2
Annex – 2
Estimate of Costs
(Refer Form-3 of Appendix – II)

Annex – 3
Bank Guarantee for Performance Security
(Refer Clause 7.13)

To

The Member Secretary,
Pondicherry Society for Higher Education,
Lawspet,
Puducherry – 605 008.

In consideration of PONSHEE (hereinafter referred as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. _____ having its office at _____ (hereinafter referred as the "**Service Provider**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement No. _____ dated _____ valued at Rs. _____ (Rupees _____), (hereinafter referred to as the "Agreement") a consultancy services for [NW], and the Service Provider having agreed to furnish a Bank Guarantee amounting to RS. _____ (Rupees _____) to the Authority for performance of the said Agreement.

We, _____ (hereinafter referred to as the "**Bank**") at the request of the Service Provider do hereby undertake to pay to the Authority an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount / claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Service Provider of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

3. We, _____ (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider shall have no claim against us for making such payment.

4. We, _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on as in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, _____ (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Service Provider and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance, act or omission on the part of the Authority or any indulgence Service Provider matter or thing whatsoever which under the law relating to sureties but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s).

7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. * * * crore (Rupees *-*** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling ____ days after the Bid Due Date specified in the RFP for the Contract)].

Dated, the _____ day of _____ 20

For _____

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

APPENDIX-I
(See Clause 2.13)
TECHNICAL PROPOSAL
Form-1
Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Sub: Appointment of Service Provider for “Man power supply for the Pondicherry Society for Higher Education”

Dear Sir,

With reference to your RFP Document dated -----, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Service Provider (the “Service Provider”) for [“Man power supply for the Pondicherry Society for Higher Education”]. The proposal is unconditional and unqualified.

- 2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Service Provider, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
- 3. This statement is made for the express purpose of appointment as the Service Provider for the aforesaid Contract.

4. I / We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I / We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I / We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any Contract or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

- (a) We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I / We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Service Provider, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I / We declare that we are not a member of any other Consortium applying for Selection as a Service Provider.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Services for the Contract or which relates to a grave offence that outrages the moral sense of the community.
11. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Service Provider or in connection with the Selection Process itself in respect of the above mentioned Contract.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Services for the Contract is not awarded to me/us or our proposal is not opened or rejected.
15. I / We agree to keep this offer valid for 60 (sixty) days from the PDD specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Service Provider, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. In the event of my/our firm being selected as the Service Provider, I/we agree and undertake to provide the services myself/ourselves and not through any other person or Associate.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Services.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-I
Form-2
Particulars of the Applicant

| | |
|-----|--|
| 1.1 | Title of Services: |
| 1.2 | Title of Contract: “Man power supply for the Pondicherry Society for Higher Education” |
| 1.3 | State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium |
| 1.4 | State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No.: E-mail address: |

| | |
|-----|--|
| 1.5 | <p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p> <p>(iv) Percentage of equity in the Consortium.</p> |
| 1.6 | <p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office addresses) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalised by any organization for poor quality of work or breach of contract in the, last five years? Yes/No</p> <p>(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> |

| | |
|-----|---|
| | Yes/No |
| | <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p> |
| 1.7 | <p>(Signature, name and designation of the authorised signatory) For and on behalf of-----</p> |

APPENDIX-I
Form-3
Statement of Legal Capacity
(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

Dear Sir,

Sub: RFP for Service Provider for “Man power supply for the Pondicherry Society for Higher Education”

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ----- (insert Applicant's name) will act as the Lead Member of our consortium.

Methodology of selection through Selection Committee

I/We have agreed that----- (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,
(Signature, name and designation of the authorised signatory
For and on behalf of.....)

**Please strike out whichever is not applicable*

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we, ----- (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms ----- son/daughter/wife and presently residing at -----, who is presently employed with/ retained by us and holding the position of ----- as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") 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 Proposal for and selection as the Service Provider for "Man power supply for the Pondicherry Society for Higher Education required by the *** ** (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Contract and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said4Authorised Representative 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 Authorised Representative 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)

Witnesses:

1.

1.

Notarised

Accepted

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

Notes:

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

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-I
Form-5
Financial Capacity of the Applicant
(Refer Clause 2.2.2 (B))

Certificate from the Statutory Auditor ^s certifying the Net Worth of the Applicant

^sIn case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX – I
Form-6
Abstract of Eligible Contracts

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFP)

Contract code:
Member Code:

| Item 1 | Refer Instructions (given below) 2 | Particulars of the Contract 3 | Page No. of Submission 4 |
|--|--|-------------------------------------|--------------------------------|
| Title & Nature of the Contract | | | |
| Statement containing background of manpower supplied under the Eligible Contract | 5 | | |
| Year-wise payments received | 6 | | |
| Entity for which the Contract was served | 7 | | |
| Location | | | |
| Contract cost | | | |
| Date of commencement of Contract | | | |
| Date of completion of Contract | 9 | | |
| Equity shareholding (with period during which equity was held) | 8 | | |
| Whether credit is being taken for the Eligible Experience of an Associate (Yes / No) | 11 | | |

Instructions:

1. Applicants are expected to provide information in respect of Eligible Contracts in this Annex. The Contracts cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
2. For a single entity Applicant, the Contract Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Contract Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Contract Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Contract.

4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member and OM means Other Member. In case the Eligible Contract relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.
5. Contract Code:

| Financial Year (enter the year) | Qualification with branch of study | Experience at the time of engagement for the services | | |
|------------------------------------|---------------------------------------|--|--|--|
| Lecturer | | | | |
| | | | | |
| | | | | |

Instructions for S.No.5:

- i. Separate sheet should be filled for each Contract Code.
 - ii. Separate sheet should be filled for each year.
 - iii. The man-power may be grouped branch-wise for qualification and experience and then filled up.
6. The total payments received for each Eligible Contract are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 3 (three) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2 (Refer Clause 2.2.12).
7. In case of Contracts particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. contract grantor, counter party to Agreement, etc.) may be provided.
8. For Eligible Contract the equity shareholding of the Applicant, in the company owning the Eligible Contract held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
9. Experience for any activity relating to an Eligible Contract shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

10. **Certificate from the Applicant's statutory auditor^s or its respective clients must be furnished as per formats below for each Eligible Contract. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member/Associate may provide the requisite certification.**

^s In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

11. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Associate) is held, directly or indirectly[£], by (name of Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member in the Associate. In the event the Associate is under common control with the Applicant/Consortium Member, the relationship may be suitably described and similarly certified herein}

Name of the audit firm:
Seal of the audit firm: (Signature, name and designation of the authorised signatory)
Date:

12. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant Contract in computation of Experience Score^z.

[§] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

^z Refer Clause 3.2.6 of the RFQ

APPENDIX-I
Form-7
JOINT BIDDING AGREEMENT
(Refer Clause 2.13.2)
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of, 20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Fourth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}[§]

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

[§]The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

WHEREAS

(A) On behalf of Pondicherry Society for Higher Education”(“PONSHE”) which has invited applications (the Applications”) through its “The Member Secretary” (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators. , successors and assigns) having its principal office at Lawspet, Puducherry (the “The

Member Secretary") by its Request for Qualification No. dated (the "RFP") for pre-qualification and short-listing of bidders for supply of Educated man power for the Government Polytechnics in the UT of Puducherry (the "Contract").

- (B) The Parties are interested in jointly bidding for the Contract as Members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Contract and
- (C) It is a necessary condition under the RFP document that the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Contract.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Contract either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Contract it shall enter into a Contract Agreement with the Authority and perform all its obligations as the Service Provider in terms of the Contract Agreement for the Contract.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Contract Agreement when all the obligations shall become effective;

- (b) Party of the Second Part shall be {the Technical Member of the Consortium;
- (c) Party of the Third Part shall be the Financial Member of the Consortium; and
- (d) Party of the Fourth Part shall be the Sub-Contract Member/ Other Member of the Consortium.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Contract and in accordance with the terms of the RFP, and the Contract Agreement, till the completion of the Contract in accordance with the Contract Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;**
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;**
 - (ii) violate any Applicable Law presently in effect and having applicability to it;**
 - (iii) violate the Memorandum And Articles of association, by-laws or other applicable organisational documents thereof;**
 - (iv) violate any clearance, permit, contract, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or**
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;****
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and**
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.**

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Contract is achieved under and in accordance with the Contract Agreement, in case the Contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Contract or does not get selected for award of the Contract, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by the Applicable laws in India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of FOURTH PART by:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. 2.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement 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.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

APPENDIX-II

FINANCIAL PROPOSAL

Form - 1
Covering Letter
(On Applicant's letter head)
(Date and Reference)

To,

Dear Sir,

Sub: Appointment of “Man power supply for the Pondicherry Society for Higher Education”

I/We, ----- (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Service Provider for above.

I/We agree that this offer shall remain valid for a period of 60 (sixty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully, (Signature, name and designation of the authorised signatory)
Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

Abstract of total emoluments

| | |
|-------------------------|-------|
| | |
| | |
| | |
| | |
| Grand Total - D (Rupees | only) |

Note:

- i. The financial evaluation shall be based on the above Financial Proposal for the Service Provider. The total under Item D shall, therefore, be the amount for purposes of evaluation.
- ii. The aforesaid fees shall be payable only based on the attendance of the personnel viz. Lecturers, Lab Assistant and Lab Attender.
- iii. The fees quoted above shall be inclusive of all taxes.
- iv. The respective TDS for emoluments shall be deducted.

Appendix – II
Form-3
Estimate of Costs

| Position | Man Hours Rate (Rs.) | Total Man Hours | Amount |
|----------|----------------------|-----------------|--------|
| Lecturer | | | |
| | | | |
| | | | |

NOTE:-

The Member Secretary, PONSHE reserves the right to cancel the entire tender proceeding at any point of time.