



Indian Renewable Energy Development Agency Limited
(A Mini Ratna Category-I PSU)
ISO 9001:2015, 27001:2013 Certified

**REQUEST FOR PROPOSAL (RFP)
FOR
OPEN TENDER FOR**

**“Hiring of Consultancy Services for providing services to IREDA
under Wind GBI/ Solar GBI Scheme”**

(Only through E-bidding mode)

INVITATION TO BID

Reference Number: TS-22/1/2020-IREDA

Dated:17/08/2020

Start Date of Submission of Bid: 19.08.2020

Start Time of Submission of Bid: 11:30 AM

Last Date of Submission of Bid: 15.09.2020

Last Time of Submission of Bid: 01:00 PM

Indian Renewable Energy Development Agency Limited

(A Mini Ratna Category-I PSU)

3rd Floor, August Kranti Bhawan

Bhikaiji Cama Place

New Delhi – 110 066

Tel: +91 (011) 26717400-13

Fax :+91 (011) 26717416

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of Indian Renewable Energy Development Agency Limited (IREDA), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by IREDA to any parties other than the applicants who are qualified to submit the Bids (Bidders). IREDA makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. IREDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

SECTION – 1: NOTICE INVITING TENDERS (NIT)

NIT for “Hiring of Consultancy Services for providing services to IREDA under Wind GBI/ Solar GBI Scheme”

1. Indian Renewable Energy Development Agency Limited (IREDA), a Mini Ratna (Category-I) Government of India Enterprise under the administrative control of Ministry of New and Renewable Energy (MNRE), invites online bids on single stage two bid system for Hiring of Consultancy Services for providing services to IREDA under Wind GBI/ Solar GBI Scheme.
2. Tender documents may be downloaded from IREDA website, www.ireda.in (for reference only) and CPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given below:

S.N.	Description	Detailed Information
a.	Name of Assignment	Hiring of Consultancy Services for providing services to IREDA under Wind GBI/ Solar GBI Scheme
b.	Tender Reference Number	TS-22/1/2020-IREDA
c.	Date of release of Bidding Document (Document can be downloaded from IREDA website and CPPP)	19-August-2020 at 1130 hrs
d.	Last date and time of receiving vendor seeking clarifications in writing through email (Refer Point 9)	28-August-2020 at 1700 hrs.
e.	Last date and time of replying vendor clarifications in writing through publication on IREDA's website.	04-September-2020 at 1700 hrs.
f.	Last date and time for Bid Submission	15-September-2020 at 1300 hrs
g.	Technical Bid Opening Date and time	16-September-2020 at 1530 hrs
h.	Name and Address for Communication	The Additional General Manager (TS) Coordination/ GBI Group IREDA, 3 rd Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110 066. (011) - 26717400-12 E-mail: skdey@ireda.in

3. Bids shall be submitted online only at Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app>. Tenderer/ Bidder are advised to follow the

instructions provided in the ‘**Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>**’.

4. Not more than one tender shall be submitted by one tenderer/ bidder having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Tenderer who has downloaded the tender from the IREDA website and CPP website, shall not tamper/modify the tender from including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing any business with IREDA.
6. Intending Tenderers are advised to visit again IREDA website and CPPP website at least 03 days prior to closing date of submission of tender for any corrigendum/ addendum / amendment.
7. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFQ will be at the Bidders’ risk and may result in rejection of the bid. The Bidder is requested to carefully examine the RFQ document, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy, Bidder should seek necessary clarifications by e-mail as mentioned in the schedule above.
8. Technically qualified bidders shall be intimated separately about the details of financial bid opening.
9. **Bid clarifications** :- A prospective Bidder requiring any clarification in respect of the Bidding Documents may notify IREDA in writing through email at skdey@ireda.in ; karamvir@ireda.in within the stipulated timelines mentioned above. The Bidders shall submit the queries in the format given below:

Sr No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)

Replies to all the clarifications shall be provided through a general compilation which shall be made available at the company’s website (www.ireda.in) . No individual emails to individual bidders shall be sent. Any modification to the Bidding Documents which may become necessary as a result of such queries shall be made by IREDA by issuing an Addendum, which will be hosted on IREDA’s website and CPP Portal. Any query which is not in the above format shall not be entertained.

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SECTION – 2: INTRODUCTION

1. Background:

IREDA is a Public Limited Government Company established in 1987, under the administrative control of Ministry of New and Renewable Energy (MNRE) to promote, develop and extend financial assistance for renewable energy and energy efficiency / conservation projects. IREDA is also registered with Reserve Bank of India as a Non- Banking Financial Company (NBFC). IREDA provides finance assistance in the field of renewable energy under the guidelines of Ministry of New and Renewable Energy. The corporate office of IREDA is located at 3rd Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi - 110066.

2. Registration:

Indian Renewable Energy Development Agency Limited (IREDA) is a:

- a. Public Limited Government Company established as a Non-Banking Financial Institution in 1987 engaged in promoting, developing and extending financial assistance for setting up projects relating to new and renewable sources of energy and energy efficiency/conservation with the motto: “ENERGY FOR EVER”
- b. Notified as a “Public Financial Institution” of the Companies Act, 2013 and registered as Non Banking Financial Company (NBFC) with Reserve Bank of India (RBI).
- c. IREDA is also notified as “Mini Ratna (Category – I) Government of India Enterprise under the administrative control of Ministry of New and Renewable Energy (MNRE).”

3. Objectives:

The objectives of IREDA:

- a. To give financial support to specific projects and schemes for generating electricity and / or energy through new and renewable sources and conserving energy through energy efficiency.
- b. To strive to be competitive institution through customer satisfaction.
- c. To maintain its position as a leading organization to provide efficient and effective financing in renewable energy and energy efficiency / conservation projects.
- d. Improvement in the efficiency of services provided to customers through continual improvement of systems, processes and resources.
- e. To increase IREDA’s share in the renewable energy sector by way of innovative financing.

4. Financial Background

Rs. in Crore

Particulars	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Equity Capital	744.60	784.60	784.60	784.60	784.60	784.60
Reserve & Surplus	1288.26	1393.96	1511.47	1,725.41	1,751.98	1,779.17
Net Worth	2032.86	2178.56	2296.07	2510.01	2,536.58	2,563.77
Profit before Tax	340.31	378.58	417.62	528.18	560.75	311.30
Profit After Tax	240.51	271.91	298.04	365.02	393.20	244.13

SECTION - 3: SCOPE OF WORK

Scope of Work comprises of following activities for all Wind and Solar GBI Scheme:

1. Registration of projects under Wind / Solar-GBI scheme and any other new scheme announced by MNRE.
2. Processing of claim documents on monthly/quarterly /half yearly basis or as required from time to time for all Wind, Solar GBI schemes/ any other scheme time to time.
3. Examination of invoices, Joint Meter Reading, Tax related documents like Income Tax return, Audited Annual accounts, Tax Audit Report and any other document as required from time to time.
4. To ensure that all the GBI Claims/cases are released as per FIFO basis and the released GBI is to the extent as available from MNRE.
5. To ensure that GBI claims are released as per the running scheme and there is no gaps whatsoever. Further to ensure that processing of claim documents is in line with the applicable Operational / MNRE & Scheme Guidelines.
6. To ensure that the Depreciation rate is claimed by the GBI claimants are as applicable based on the commissioning of the project.
7. To assist in replying to all RTI related queries, Audit queries, Parliament Questions, etc. related to GBI scheme.
8. To provide assistance in organizing meetings related to GBI scheme and w.r.t. GBI claims related queries.
9. To provide updated status of claims received/processed and ready for release/pending in the required formats of MNRE and IREDA on weekly/ fortnightly basis or as per requirement for release of incentive.
10. All the Claims processed are required to be reconciled on Quarterly/Half yearly basis and detailed report to be submitted at the beginning of following Quarter.
11. To work as an interface between the claimants and GBI web portal developer to ensure proper registration and uploading of claim formats and generation data.
12. To provide assistance in updating the required data for MNRE/IREDA websites/Apps, notifications as and when required.
13. Making the management aware of any new guideline, rule, regulation, law, circular, notice, amendments in Companies Act / RBI Master Circular / any other Circular of RBI / MCA Guidelines / Companies Act /Accounting Standard etc. as the case may be applicable to or in relation to the assigned task and assistance in implementing the necessary change.

14. To help in identifying changes to IT System and processes wherever required. The consultant will assist/provide inputs to IREDA regarding changes required in the present accounting system/ adopted GBI System for implementation and shall facilitate IREDA's IT department in implementing the necessary changes.
15. To attend periodical meetings as and when required at MNRE/IREDA as per the requirement related GBI Scheme.
16. To visit the project site or arrange the visit as and when required for verification of documents.
17. **The consultant will certify/confirm that there is no duplication or double payment. In case any discrepancies of claim are found the consultant will be liable for recovery of excess payment.**
18. Any other work assigned/ assistance to the GBI team for timely release of GBI to the project developer/ State Utilities as applicable.
19. The consultant shall be required to be available for discussion on matters arising due to the assignment as mentioned above, with the internal auditors/ statutory auditors/ Government auditors in case of difference of opinion or to clarify the position of the Company and effecting changes in system/ process, in case of need/ requirements.

The scope of work is indicative only and IREDA reserves the right to add/change the scope for the service, if IREDA finds it necessary, during the empanelment period. IREDA is the Program Administrator for the following GBI schemes of MNRE:

S No	Name of the Scheme	Sector	Capacity (MW) (Actual/ approx.)	No. of projects (Actual /approx.)	Periodicity of claim at present	No. of claim period left (appx. years)	Time period of Scheme (FY)
1	Demonstration*	Wind	48.90	4	6 months	-	2008-09
2	GBI I	Wind	2031.08	167	6 months	2-3	2009-12
3	GBI II	Wind	6953.95	367	1 month	7-8	2012-17
4	Demonstration	Solar	18	6	3 months	2-3	2010-12
5	RPSSGP	Solar	91.8	72	1 month	18-20	2011-12
6	CPSU Scheme Phase -II**/ Any other scheme	Solar PV	12000				2019-23

(*) Claims under Demo Wind GBI Scheme is already completed, however, data is required to be managed for record purpose in order to reply to Parliament Question/ RTI/MNRE etc.

(**) Solar-CPSU scheme is in process.

SECTION - 4: DELIVERABLES

1. Consultant:

Consultant will Provide minimum 06 Professionals (including leader) for carrying out the activities as indicated in the Scope of Work of this document and also ensure the following deliverables:

- a. To assimilate/adopt all the MNRE scheme related data and confirm within 15 days of taking up assignment.
- b. Registration of projects under Wind/Solar-GBI scheme and any other new scheme announced by MNRE.
- c. Examination, certification of financial documents and GBI-Wind, Solar/any incentive claims under MNRE scheme, and processing of claims on GBI Portal/manually, maintaining data and submission to next level for release of GBI/incentives under MNRE scheme within 10 days of receipt of the final claim documents.
- d. Certification of claim process with details as per the format provided by IREDA every 15 days for release of funds.
- e. Entry of claim amount in the respective portal/system (PFMS) as per certification and Registration of claimant as per requirement.
- f. Assistance to GBI team in providing inputs/clarifications/confirmations, etc. as required by Audit/ MNRE/ RTI/ PQ etc. as per the time schedule indicated in the required information/ the time schedule require to complete the task as per the requirement of official concerned for obtaining necessary approvals from the Competent Authority.
- g. In case of non-operation of IREDA office the consultant should be able to work from home/their office for which they should have adequate facility.

2. Client:

- a. Provide the space for sitting of **06 Professionals** and other infrastructure facility (including computers, internet, printer, stationary etc.) to Consultant for processing of claims (office timing 10.00 am to 06.00 pm Monday to Saturday).
- b. Releasing of the GBI claims on the basis of verification of claims/documents by the Consultant.
- c. Processing of monthly payment of Consultant and other co-ordination work with MNRE.

SECTION - 5: ELIGIBILITY CRITERIA

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document.

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below:

1. The bidder should be a registered CA firm having regular operations since last 10 years and have its office in Delhi/NCR. **(signed and scanned copy of evidence to be furnished).**
2. The bidder should have a turnover of minimum Rs. 2 Crore per annum during last three years ending 31.03.2020. In support of this, **bidder shall submit signed and scanned copy of financial statement, profit and loss account statement etc.**
3. During last 3 years reckoned from the due date of bid submission, the bidder should have executed related works to Public Sector Undertaking/ Government Organization. In support of this, **firm shall submit signed and scanned copy of Engagement letter indicating the details of assignment, client, value of assignment etc.**
4. Team Leader must have experience of minimum 1 year in handling Government assignment. In support of this, **firm shall submit signed and scanned copy of relevant evidence.**
5. The bidder must have a team with a professional experience of at least 2 years in the area of audit/consultancy. In support of this, **firm shall submit signed and scanned copy of resumes/ curriculum vitae and their competency certifications.**
6. The bidder should have valid Registration No. of GST/ Service tax/ PAN No., whichever is applicable **(signed and scanned copy of proof may be enclosed).**
7. The bidder should not have been blacklisted by any Government department/ PSU/ CPSE **(signed and scanned copy of Self-declaration to that effect should be submitted along with the technical bid).**
8. The bidder must have submitted EMD (Earnest Money Deposit- without interest) through RTGS/NEFT in the bank details given at annexure -A (and send intimation of RTGS/NEFT details through e-mail skdey@ireda.in/karamvir@ireda.in till the validity of bid.
9. The bidder must have submitted an undertaking, that in case it become Successful bidder, it shall provide Performance Bank Guarantee with a validity of 60 days more than the period of assignment.

The bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfill any of the eligibility criteria as stated in full, will be summarily rejected. Bidders fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. IREDA's decision on 'Eligibility Criteria' is final.

SECTION - 6: INSTRUCTIONS TO BIDDER

1. The Bidding Document

A. RFP:

- i. Bid, Tender and RFP are interchangeably used to mean the same.
- ii. The Bidder is expected to examine all instructions, forms, terms & conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.
- iii. IREDA reserves the right to take any decision with regard to RFP process for addressing any situation which is not explicitly covered in the RFP document.

B. Zero Deviation:

This is a ZERO Deviation Bidding Document. Bidder is to ensure compliance of all provisions of the Bidding Document and submit their bid accordingly. Corrigenda/Addenda, if any, shall also be available on IREDA website & CPPP.

C. Amendment of Bidding Documents:

- i. At any time prior to the deadline for submission of bids, IREDA may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
- ii. Amendments will be provided in the form of Addenda/ Corrigenda to the Bidding Documents, which will be posted on IREDA's website and CPPP. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/Corrigenda have been taken into account by the Bidder in its Bid.
- iii. In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, IREDA may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in IREDA's website and CPPP.
- iv. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

2. Preparation of Bid

A. Bid Price:

Prices must be quoted in Indian Rupees only and should include all costs including all applicable taxes (GST). The GST should be shown separately in the Price Schedule. The minimum fees price for the contract/assignment is Rs 1.80 Lakhs per month plus taxes as applicable.

B. Earnest Money Deposit (EMD):

- i. The Bidder shall transfer the Earnest Money Deposit amount of **Rs.1,20,000/-** in the bank details given in -Annexure A. No interest will be paid on the EMD.
- ii. Bidders registered with District Industries Centers (DICs)/Khadi & Village Industries Commission (KVIC)/Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are exempted from submission of EMD on submission of valid certification from NSIC for the tendered services. However, **bidder has to submit the copy of valid Certificate clearly mentioning that they are registered with any of the above-mentioned authorities or as per SME guidelines.**

C. Return of EMD:

- i. EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.
- ii. The EMD of successful Bidder shall be returned / refunded after signing of Contract, Non-Disclosure Agreement and submission of Performance Bank Guarantee (PBG).

D. Forfeiture of EMD:

The EMD made by the Bidder will be forfeited if:

- i. The Bidder withdraws his Bid before opening of the bids.
- ii. The Bidder withdraws his Bid after opening of the bids but before Notification of Award.
- iii. The selected Bidder withdraws his bid / proposal before furnishing Performance Guarantee.
- iv. The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- v. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
- vi. Failure to accept the order by the Selected Bidder within 7 days from the date of receipt of the Notification of Award / Purchase Order makes the EMD liable for forfeiture at the discretion of IREDA. However, IREDA reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- vii. Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, IREDA at its discretion may cancel the Order placed on the selected bidder without giving any notice.

E. Forfeiture of Performance of Guarantee

The **Performance Bank Guarantee from scheduled commercial bank submitted** by the Bidder shall be forfeited and encashed by IREDA without prejudice to rights and remedies available under the assignment/contract, if:

- I. the consultant/firm fails to complete the work as per the scope of work
- II. Withdraw or terminate by Consultant Firm during the tenure of assignment
- III. Work Order Cancellation
- IV. Contract termination due to non-performance
- V. Recovery of excess payment towards GBI claims or loss to IREDA

In case Bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee the loss caused thereby shall be borne by the consultant/firm forthwith, on demand from IREDA, shall make good the deficit.

F. Period of Validity of Bids:

Bids shall remain valid for a period of 180 days after the date of Bid opening. IREDA holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

G. Format of Bid:

The bid shall be submitted online as detailed in the section, **Submission of Tender**.

H. Bid Currency:

All prices shall be expressed in Indian Rupees only.

I. Bid Language:

The Bid shall be in English Language.

J. Signing of Bid:

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid. The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

3. Period of Contract:

The period of engagement of GBI Consultant shall be initially for TWO (02) years from the date of acceptance of Award of Contract by the Consultant, which may be extended for further ONE (01) year, subject to satisfactory performance of the consultant and approval of Competent Authority.

SECTION - 7: SUBMISSION OF TENDER

The tender shall be submitted online in two parts, viz., **Technical Bid and Price Bid**.

1. **Technical Bid:**

Technical Bid should be prepared considering Scope, timelines as well as other information given in this document.

Signed and Scanned copy of following documents are to be furnished by the bidder consolidated in a single PDF file, which shall form the Technical Bid.

- a. Bid Earnest Money (**Annexure A**)
- b. Bid Offer Form Without Price (**Annexure B**)
- c. Bidder Information (**Annexure C**)
- d. Declaration of Acceptance of RFP Terms & Conditions (**Annexure D**)
- e. Declaration of Acceptance of Scope of Work (**Annexure E**)
- f. Letter of Undertaking (**Annexure F**)
- g. Client Details (**Annexure G**)
- h. Description of approach, Methodology and Work plan (**Annexure H**)
- i. Curriculum Vitae (CV) for proposed key professional staff for this assignment (**Annexure I**)

2. **Price Bid:**

Bid shall be accompanied with the EMD as prescribed in the NIT. Price Bid shall include cost of the professional consultancy services and taxes, in Indian Rupees. The minimum fees price for the contract/ Assignment is Rs 1.80 Lakhs per month plus taxes as applicable.

- a. Schedule of Price Bid in the form of **PriceBid.xls**

The Price Bid should give all relevant price information and should not contradict the Technical Bid in any manner. The prices quoted in the price bid should be without any conditions.

3. **Schedule of Price Bid:**

The below mentioned Financial Proposal/Commercial Bid format is provided as **PriceBid.xls** along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this PriceBid.xls as it is and quote their offers/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with IREDA.

4. **Rejection of Bid:**

The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person.
- b. Bid received without EMD unless exempted as per Section -6 clause 2 -B(ii).
- c. It is received through Telegram/Fax/E-mail.

- d. It is received after expiry of the due date and time stipulated for Bid submission.
- e. Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by IREDA.

5. Extension of Deadline for submission of Bid:

IREDA may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through IREDA website and CPPP, in which case all rights and obligations of IREDA and Bidders will thereafter be subject to the deadline as extended.

6. Modifications and Withdrawal of Bids:

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of bids.

7. Right to Reject, Accept/Cancel the Bid:

IREDA reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

IREDA does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. IREDA also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue.

8. RFP Abandonment:

IREDA may at its discretion abandon this RFP process any time before Notification of Award or Work Order.

9. Contacting IREDA:

Any attempt to contact IREDA with a view to canvas for a bid or put any pressure on any official of the IREDA may entail disqualification of the concerned Bidder or his Bid.

SECTION - 8: BID EVALUATION

1. Preliminary Examination of Bids:

- a. The evaluation process would consider whether the bidder has requisite prior experience and expertise to address IREDA's requirements and objectives. IREDA will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the Bid document, whether the documents have been properly signed, and whether bids are generally in order.
- b. Eligibility and compliance to all the forms and documents would be the next level of evaluation. Only those Bids which comply to the Eligibility Criteria will be taken up for further technical evaluation.
- c. To assist in the examination, evaluation and comparison of bids, IREDA may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- d. Written replies submitted in response to the clarifications sought by IREDA, if any, will be reviewed.
- e. IREDA may interact with the Customer references submitted by Bidder, if required.
- f. If a Bid is not substantially responsive, it will be rejected by IREDA and may not subsequently be made responsive by the Bidder by correction of the nonconformity. IREDA's determination of bid responsiveness will be based on the content of the bid itself.

2. Evaluation of Technical Bids:

Bids received will be opened on the specified day as per the schedule stipulated (Presence of Bidder's representative will not be permitted due to COVID-19). Subsequently a detailed analysis will be carried out. Proposals which do not meet Minimum Eligibility Criteria will not be considered for technical evaluation. The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RTS) shall be assigned to each bid. Technical Bids receiving a RTS greater than or equal to a score of 80 (cut-off marks) will be eligible for consideration in the subsequent round. The Parameters of the Technical evaluation are broadly as per the following table:

S.N.	Parameters for Technical Evaluation	Maximum Marks
a.	<u>Overall Profile of the Firm:</u> i. Partners – 10 Marks ii. Qualified Staff/ Articles – 10 Marks iii. Turnover of the Firm (Average of last 03 years) – 05 Marks	25
b.	<u>Experience in Number of Audits & Assignments:</u> i. Public Sector Banks – 06 Marks ii. Financial Institutions – 03 Marks iii. NBFC – 03 Marks iv. PSU – 05 Marks v. Other Government Sector – 03 Marks	20

c.	Government Subsidy Scheme – 05 Marks	05
d.	Operational Year of the Firms – 10 Marks	10
e.	<u>Methodology:</u> i. Understanding of the Objectives – 20 Marks ii. Deliverables – 05 Marks	25
f.	<u>Team Members & Qualification of Team:</u> i. Key Experts (CA/ICWA) available for assignment – 05 Marks ii. Team Composition and Task assignments – 05 Marks iii. Curriculum Vitae of proposed key professional staff – 05 Marks	15
TOTAL MARKS		100

Note:

- a) *Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected. The minimum qualification score for the Technical Bid would be 80. However, the Competent Authority may increase or decrease the qualifying score depending upon the response.*
- b) *Corporation reserves the right to judge, appraise and reject any or all proposals at any stage at its discretion and the bidder(s) will not have any right to raise any claim or dispute in this regard.*

3. Evaluation of Commercial Bids:

- a. Commercial bids of only the Bidders who have cleared the technical evaluation will be opened and evaluated.
- b. Arithmetic errors in the Bids submitted shall be treated as follows:
- i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;
 - ii. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of IREDA, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern; and
 - iii. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

4. Method of Selection of Successful Bidder is through QCBS:

The method of Selection will be Quality and Cost Based Selection (QCBS). The Technical proposals would be evaluated first and points would be allotted to each of the bidders as follows:

- a. The minimum Technical Score to be obtained for considering Financial Proposal shall be 80 points.
- b. The Financial evaluation would be done for only those proposals, which qualify technically.
 - i. The formula for determining the technical scores is:

$$\mathbf{TS = 100 \times T/T_{High}}$$

Where

- TS = Technical Score of proposal under consideration
- T = The total Technical Score awarded to the Bid
- T_{High} = The Technical Score achieved by the Bid that was scored best among all responsive Bids

- ii. The formula for determining the financial scores is the following:

$$\mathbf{FS = 100 \times FP_{Min}/FP}$$

Where

- FS = Financial Score of proposal under consideration
- FP_{Min} = Price of lowest financial proposal
- FP = Price of the proposal under consideration

- c. The technical and financial proposals would be given the weightage in the ratio of **80:20**
- d. Proposals would be ranked according to their combined technical and financial scores using the ratio mentioned above and as per the following formula:

$$\mathbf{S = TS \times 0.80 + FS \times 0.20}$$

Where

- S = Final Combined Score
- TS = Technical Score
- FS = Financial Score

- e. The bidder achieving the highest combined technical and financial score would be considered for award of the contract. In the event of the highest composite bid scores are in tie up to three (03) decimal, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Work.

SECTION - 9: TERMS AND CONDITIONS

1. **Notification of Award or Work Order**

After selection of the Successful Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, IREDA will send Notification of Award or Work Order to the selected Bidder.

Upon the successful Bidder accepting the Work Order and signing the contract and NDA, IREDA will promptly notify each unsuccessful Bidder.

2. **Performance Bank Guarantee**

Performance Bank Guarantee shall be equal to 20 % of the Work Order value of 24 months (Assignment value per month without tax * 24* 20%), valid for a period of 60 days more than the validity of assignment. Successful Bidder will submit Performance Bank Guarantee as per IREDA format, within 14 days of receipt of the Notification of Award or Work Order.

3. **Taxes and Duties**

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment.

The benefits realized by the Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the selected Bidder to IREDA.

4. **Payment Terms**

IREDA shall make the full the payment to the Agency against the invoice submitted by them within 30 days after receiving the invoice.

5. **Confidentiality**

The Bidder and subcontractors if any shall (whether or not he submits the tender) treat the details of the documents as secret and confidential. The Successful Bidder shall execute a separate Non-Disclosure Agreement & Contract Agreement on 100 Rs. Indian Non Judicial Stamp Paper as per IREDA's format.

6. **Intellectual Property Rights**

All rights, title and interest of IREDA in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of IREDA and Bidder shall not be entitled to use the same without the express prior written consent of IREDA. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

7. **No Damage of IREDA Property**

Bidder shall ensure that there is no loss or damage to the property of IREDA while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by IREDA shall be recovered from the Bidder.

8. Indemnity

The Bidder shall indemnify, protect and save IREDA and hold IREDA harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:

- An act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,
- Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- Bonafide use of the deliverables and or services provided by the Bidder,
- Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- Claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Agreement,
- Breach of confidentiality obligations of the Bidder,
- Gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this Agreement.

The Bidder shall further indemnify IREDA against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on IREDA for malfunctioning of the equipment or software or deliverables at all points of time, provided however, IREDA notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations.

Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The Bidder shall indemnify IREDA (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the Bidder with Laws / Governmental Requirements.
- b) Intellectual Property infringement or misappropriation.
- c) Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
- d) Breach of any terms of Agreement, Representation or Warranty.
- e) Act of omission or commission in performance of service.
- f) Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by IREDA arising out of claims made by its customers and/or regulatory

authorities.

Bidder shall indemnify, protect and save IREDA against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment or other systems supplied by them to IREDA from whatsoever source, provided IREDA notifies the Bidder in writing as soon as practicable when IREDA becomes aware of the claim however,

- a) The Bidder has sole control of the defense and all related settlement negotiations
- b) IREDA provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
- c) IREDA does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where IREDA is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However, indemnity would cover damages, loss or liabilities suffered by IREDA arising out of claims made by its customers and/or regulatory authorities.

9. Bidder's Liability

- The selected Bidder will be liable for all the deliverables.
- The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.
- Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by IREDA arising out of claims made by its customers and/or regulatory authorities.

10. Liquidated Damages

- Due to negligent act of the Bidder, if IREDA suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the Bidder shall agree to pay such liquidated damages as defined hereunder:
- The total amount of liquidated damages under this engagement shall not exceed 5% of the total value of the contract/WO (24 months).

11. Fraudulent and Corrupt Practice

- a. "Fraudulent Practice" means a misrepresentation of facts in order to influence a

procurement process or the execution of the project and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the IREDA of the benefits of free and open competition.

- b. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.
- c. IREDA will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the project.

12. Force Majeure

- Notwithstanding the provisions of the RFP, the successful bidder or IREDA shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving IREDA or bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.
- If force majeure situation arises, the bidder shall promptly notify IREDA in writing of such condition and cause thereof. Unless otherwise directed by IREDA in writing, the Bidder shall continue to perform its obligations under contract as far as possible.

13. Work Order Cancellation

IREDA reserves its right to cancel the Work order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to IREDA alone;

- Serious discrepancy observed during performance as per the scope of Work.
- If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by IREDA to the Bidder would necessarily have to be returned to IREDA with interest @15% per annum from the date of each such payment. Further the Bidder would also be required to compensate IREDA for any direct loss incurred by IREDA due to the cancellation of the contract and any additional expenditure to be incurred by IREDA to appoint any other Bidder. This is after repaying the original amount paid.

14. Termination of Contract

- a. For Convenience: IREDA by written notice sent to Bidder may terminate the contract in

whole or in part at any time for its convenience giving one month's prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective.

- b. For Insolvency: IREDA may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to IREDA.
- c. For Non-Performance: IREDA reserves its right to terminate the contract in the event of Bidder's repeated failures, say more than 3 occasions in a calendar year to maintain the service level prescribed by IREDA.

15. Resolution of Disputes

IREDA and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, IREDA and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated IREDA and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. THE ARBITRATION AND RECONCILIATION ACT 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be at New Delhi.

16. Governing Law

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

17. Applicable Law

The Contract to be executed between IREDA and successful Bidder shall be interpreted in accordance with the laws of the Union of India and Civil Courts/ Tribunals in Delhi/ New Delhi alone shall have jurisdiction to entertain any suit or other legal proceedings arising out of this Agreement.

18. Addresses for Notices

Following shall be address of IREDA and Bidder's address for notice purpose:

a. IREDA's Address:

Additional General Manager (Technical Service)
Coordination/GBI Group
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan, Bhikaiji Cama Place,
New Delhi – 110 066.

b. Bidder's Address for Notice Purpose: **(To be filled by the Bidder)**

Annexure A
Bidder's Letter for EMD
(On Bidder's Letter Head)

Date:

To

The Additional General Manager (TS)
Coordination/GBI Group
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan, Bhikaiji Cama Place,
New Delhi- 110 066.

Dear Sir,

Subject: RFP No.TS-22/1/2020- dated _____ for "Hiring of Consultancy Services for providing services to IREDA under Wind GBI/ Solar GBI Scheme"

We have transfer the **"Earnest Money Deposit (EMD)"** amount Rs. _____/- on dated _____ in the bank details given below:

Party Name	Indian Renewable Energy Development Agency Ltd.
Account No.	352401010019017
Bank Name	Union Bank of India
Branch	F-1, Khanna Market, Lodhi Road, New Delhi- 110003
IFSC Code	UBIN 0535249

This EMD is as required by the clause **"Earnest Money Deposit (EMD)"** of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Annexure B

Bid Offer Form (without Price)

(On Bidder's Letter Head)

OFFERLETTER

Date:

To

The Additional General Manager (TS)
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan, Bhikaiji Cama Place,
New Delhi – 110 066.

Dear Sir,

Subject: RFP No.TS-22/1/2020 dated _____ for "Hiring of Consultancy Services for providing services to IREDA under Wind GBI/ Solar GBI Scheme"

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda/corrigenda to the RFP document.

Addendum No./ Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates/quotes, terms and conditions furnished in this RFP are for

IREDA.

If our offer is accepted, we undertake, to submit the performance Bank Guarantee as stipulated in the Bid document and start the assignment under the scope immediately after receipt of your order. We have taken note of liquidated damages clause, forfeiture clause, scope of work in the RFP and agree to abide by the same. We also note that IREDA reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of IREDA will be final and binding on us.

We agree to abide by this offer till 180 days from the last date stipulated by IREDA for submission of bid, and our offer shall remain binding upon us and may be accepted by IREDA anytime before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/ data/ particulars furnished in our bid are factually correct. We also accept that in the event of any information/ data/particulars are found to be incorrect, IREDA will have the right to disqualify/blacklist us and forfeit bid security.

We undertake to comply with the terms and conditions of the bid document. We understand that IREDA may reject any or all of the offers without assigning any reason whatsoever.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address:

Annexure C

Bidder's Information

Details of the Bidder				
1	Name of the Bidder(Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/Pvt. Ltd)			
4	Details of Incorporation of the Company.		Date:	
			Ref #	
6	Valid Sales tax registration no.			
7	Valid Service tax registration no.			
8	Permanent Account Number (PAN)			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No.(with STD Code)			
11	E-Mail of the contact person:			
12	Fax No.(with STD Code)			
13	Website			
Financial Details (as per audited Balance Sheets) (in Cr.)				
14	Year	2019-20	2018-19	2017-18
15	Networth			
16	Turn Over			
17	PAT			

Signature: _____

Name: _____, Designation: _____

Date: _____, Place _____

Annexure D

Declaration for Acceptance of RFP Terms and Conditions

(On Bidder's Letter Head)

To

The Additional General Manager (TS)
Coordination/GBI Group
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan, Bhikaji Cama Place,
New Delhi- 110 066.

Dear Sir,

Subject: RFP No.TS-22/1/2020 dated _____ for "Hiring of Consultancy Services for providing services to IREDA under Wind GBI/ Solar GBI Scheme"

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

Annexure E

Declaration for Acceptance of Scope of Work

(On Bidder's Letter Head)

To

The Additional General Manager (TS)
Coordination/GBI Group
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan, Bhikaji Cama Place,
New Delhi- 110 066.

Dear Sir,

Subject: RFP No.TS-22/1/2020 dated _____ for "Hiring of Consultancy Services for providing services to IREDA under Wind GBI/ Solar GBI Scheme"

I have carefully gone through the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

Annexure F

Letter of Undertaking

(On Bidder's Letter Head)

To

The Additional General Manager (TS)
Coordination/GBI Group
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan, Bhikaji Cama Place,
New Delhi- 110 066.

Dear Sir,

Reg.: Our bid for Request for Proposal (RFP) for **“Hiring of Consultancy Services for providing services to IREDA under Wind GBI/ Solar GBI Scheme”**

We submit our Bid Document herewith. We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by you to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- We shall submit the Performance Bank Guarantee as stipulated in the bid document.

Dated at _____ this _____ day of _____ 2020.

Yours faithfully

For _____

Signature: _____

Name: _____

Annexure G

Client Details

(on Bidder's Letterhead)

Provide details of the client wherever available:

S.No.	Name of Institution	Contact Person Name And Designation	Contact Details With e-mail	Preferable time To contact

Signature: _____

Name: _____

Designation: _____

Date: _____, Place _____

Annexure H
(on Bidder's Letterhead)

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

The Technical Proposal shall broadly cover the following:

- a) Approach and Methodology
- b) Team Composition with Task Assigned
- c) Work Schedule

TEAM COMPOSITION AND TASK ASSIGNMENT

Sl. No.	Name & Qualification of Key Professional Staff	Position	Task assigned for this Assignment

Note

Enclose curriculum vitae for above proposed key professional staff for this assignment as per the attached format annexure –I.

Annexure I

Curriculum Vitae (CV) for proposed key professional staff for this assignment (Minimum 06 Professional including team leader)

1.	Name of Staff:	
2.	Position / Designation :	
3.	Name of Firm:	
4.	Date of Birth:	
5.	Nationality:	
6.	Qualification:	
7.	Membership of Professional Associations:	
8.	Other Trainings:	
9.	Employment Record with nature of work	

Period with dates	Name of the Firm	Position Held	Nature of Work

Date:
Place:

[Signature of Staff Member]