


Government eProcurement System		eProcurement System Government of India	
		Tender Details	
		Date : 19-May-2017 11:27 AM	
		 Print	
Basic Details			
Organisation Chain	Directorate General of Training		
Tender Reference Number	MSDE-35(4) MIS (ITI grading)-8/206-NPIU		
Tender ID	2017_DGT_204316_1		
Tender Type	EOI	Form of contract	Fixed-rate
Tender Category	Services	No. of Covers	1
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No		
Cover Details, No. Of Covers - 1			
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical/Finance	.pdf	EOI for selection of Professional organization for conducting grading of Govt. and private ITIs
Tender Fee Details, [Total Fee in ₹ * - 0.00]		EMD Fee Details	
Tender Fee in ₹	0.00	EMD Amount in ₹	0.00
Fee Payable To	Nil	EMD Exemption Allowed	No
Tender Fee Exemption Allowed	No	EMD Fee Type	fixed
		EMD Payable To	Nil
		EMD Percentage	NA
		EMD Payable At	Nil
Work /Item(s)			
Title	EOI for selection of Professional organization for conducting grading of Govt. and private ITIs in India		
Work Description	EOI for selection of Professional organization for conducting grading of Govt. and private ITIs in India		
Pre Qualification Details	Please refer Tender documents.		
Independent External Monitor	NA		
Tender Value in ₹	0.00	Product Category	Consultancy
Contract Type	Tender	Sub category	NA
		Bid Validity(Days)	15
		Period Of Work (Days)	15
Location	New Delhi	Pre Bid Meeting Place	NA
		Pincode	110001
Pre Bid Meeting Address	NA	Bid Opening Place	New Delhi
		Pre Bid Meeting Date	NA
Critical Dates			
Publish Date	19-May-2017 02:00 PM	Bid Opening Date	06-Jun-2017 03:30 PM
Document Download / Sale Start Date	19-May-2017 03:00 PM	Document Download / Sale End Date	05-Jun-2017 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA

Bid Submission Start Date	19-May-2017 03:00 PM	Bid Submission End Date	05-Jun-2017 03:00 PM
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Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	EOI for selection of Professional organization for conducting grading of Govt. and private ITIs in India	138.07

Work Item Documents

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Tender Documents	EoIGradingAgency.pdf	EOI for selection of Professional organization for conducting grading of Govt. and private ITIs in India	125.36

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Bid Opener Designation
1.	gourav.malik@nic.in	Gourav Malik	Training Officer
2.	yoginder.kumar@nic.in	Yoginder Kumar	TO
3.	sunil.gupta67@nic.in	Sunil Kumar Gupta	Director

Tender Inviting Authority

Name	Shri R.P.Dhingra, Director Projects
Address	R. No 2, 2nd Floor PTI building Parliament Street New Delhi.

Tender Creator Details

Created By	Gourav Malik
Designation	Training Officer
Created Date	19-May-2017 11:21 AM

No. MSDE - 35(4) /MIS (ITI Grading) – 8 / 2016 - NPIU

REQUEST FOR PROPOSAL

Selection of Consultants

Quality and Cost Based Selection

Lump Sum

Least Cost Selection

Ministry Of Skill Development & Entrepreneurship

Externally Aided Project for Reforms & Improvement in Vocational
Training Services Rendered by the Central & State Governments
(Vocational Training Improvement Project)

**Selection of a Professional Organisation for carrying out
“Grading of Govt. and Pvt. Industrial Training Institutes
(ITIs)”**

(IDA Credit no. 4319 –IN)

26th June 2017

INDIA

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REQUEST FOR PROPOSAL

No. MSDE - 35(4) /MIS (ITI Grading) – 8 / 2016 - NPIU

Country: India

Project Name: Externally Aided Project for Reforms & Improvement in Vocational Training Services Rendered by the Central & State Governments (**Vocational Training Improvement Project**)

Credit: 4319-IN

Title of Consulting Services:

**Selection of a Professional Organisation for carrying out
“Grading of Govt. and Pvt. Industrial Training Institutes
(ITIs)”**

Section 1. Letter of Invitation

[Credit No. 4319-IN]

No. MSDE - 35(4) /MIS (ITI Grading) – 8 / 2016 - NPIU

New Delhi dated 26th June 2017

Dear [*Name of Consultant*]:

1. Government of India has received credit from the International Development Association (IDA) toward the cost of Externally Aided Project for Reforms & Improvement in Vocational Training Services Rendered by the Central & State Governments (Vocational Training Improvement Project) and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposal is issued.

2. Directorate General of Training (DGT) under Ministry of Skill Development & Entrepreneurship now invites proposals to provide the following Consulting Services:

Selection of a Professional Organisation for carrying out “Grading of Govt. and Pvt. Industrial Training Institutes (ITIs)”

More details on the Services are provided in the attached Terms of Reference.

3. The Request for Proposal [RFP] has been addressed to the following short listed consultants:

1. Care Ratings
2. Ernst & Young LLP
3. SMERA Ratings Ltd.
4. CRISIL Ltd.
5. Brickwork India Pvt. Ltd.
6. IMACS

It is not permissible to transfer this invitation to any other firm.

4. A firm will be selected under Quality-and Cost-Based Selection (QCBS), Least Cost Selection (LCS) procedures described in this RFP in accordance with the policies of the International Development Association (IDA)] detailed in the Guidelines – Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure.

5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Form of Contract

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 or as Sub-consultants.

Yours Sincerely

s/d

(R. P. Dhingra)

Director of Training (Project)

rpdingra@gmail.com

(T): 011-23708260

Section 2. Instructions to Consultants

Definitions

- (a) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (f) “Day” means calendar day.
- (g) “Government” means the government of the Client’s country.
- (h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (m) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (n) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (o) “Sub-Consultant” means any person or entity with whom the

Consultant subcontracts any part of the Services.

- (p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.6 Bank policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing,

Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict

stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair
Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and
Corruption**

1.7 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers, under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts.¹ In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving

¹ In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;

- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.7.1 below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing

² “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

³ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

⁵ “Party” refers to a participant in the selection process or contract execution.

for the contract in question;

- (c) will cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Loan were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur; and
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures^a, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated sub-consultant^b, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

1.7.1. In further pursuance of this policy, Consultants shall permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Bank.

1.8 Consultants, their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Eligibility

1.10 A firm or an individual sanctioned by the Bank in accordance with the above para. 1.7 (d) or in accordance with the Bank Guidelines On Preventing and Combating Fraud and

^a A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.

^b A nominated sub-consultant, supplier, or service provider is one which either has been (i) included by the Consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the Consultant's proposal for the particular services; or (ii) appointed by the Client.

		Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine.
Eligibility of Sub-Consultants	1.11	In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
Origin of Goods and Consulting Services	1.12	Goods supplied and Consulting Services provided under the Contract may originate from any country except if: <ul style="list-style-type: none"> (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.
Only One Proposal	1.13	Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
Proposal Validity	1.14	The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
2. Clarification and Amendment of	2.1	Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic

RFP Documents

means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the

Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local

Professional staff.

- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who

signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately

-
- after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection".
- Evaluation of Technical Proposals**
- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- Financial Proposals for QBS**
- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.
- Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)**
- 5.4 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and

unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the Bank.

- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-

ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

- | | | |
|---|-----|---|
| Technical negotiations | 6.2 | Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant. |
| Financial negotiations | 6.3 | If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP. |
| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of | 6.5 | Negotiations will conclude with a review of the draft |

- the negotiations** Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract**
- 7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, publish in UNDB on line and in the Development Gateway the award of the Contract, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality**
- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy.

Instructions to Consultants

DATA SHEET

Paragraph Reference	
1.1	<p>Name of the Client: National Project Director (Joint Secretary, JS) Directorate General of Training, Ministry of Skill Development & Entrepreneurship</p> <p>Method of selection: Quality and Cost Based Selection [QCBS], Lump sum, Least Cost selection</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes, FTP</p> <p>Name of the assignment : Selection of a Professional Organisation for carrying out “Grading of Govt. and Pvt. Industrial Training Institutes (ITIs)”</p>
1.3	<p>A pre-proposal conference will be held:</p> <p>5th July 2017, 3 PM, 2nd Floor PTI Building, Parliament Street, New Delhi.</p> <p>The Client’s representative: Director of Training (Project), DGT, Ministry of Skill Development & Entrepreneurship, 2nd Floor, PTI Building, Parliament Street, New Delhi. Telephone: 011-23708260 E-mail: rpdingra@gmail.com</p>
1.4	<p>The Client will provide the following inputs and facilities: (1) all information related to the functioning / background of VTIP project, DGT, ITI/ ITC / CFIs and other Institutions. (2) All information related to Grading of ITIs (3) Permission for visiting ITIs and other Government Departments</p>
1.14	<p>Proposals must remain valid for 120 days after the submission date, i.e. until: 24th October 2017</p>

2.1	<p>Clarifications may be requested not later than 15 days before the submission date.</p> <p>The address for requesting clarifications: Director of Training (Project), DGT, Ministry of Skill Development & Entrepreneurship, 2nd Floor PTI Building, Parliament Street, New Delhi (T): 011-23708260 E-mail: rpdhingra@gmail.com</p>
3.1	Proposals shall be submitted in the following language:- English
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: No
3.3 (b)	The estimated cost / man months of assignment is : Minimum 06 man month & 02 Weeks, additional man month depending on the no. of teams deployed by the firm.
3.4	The format of the Technical Proposal to be submitted is: FTP , LCS
3.4 (g)	Training is a specific component of this assignment: Not applicable
3.6	<ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (6) cost of printing and dispatching of the reports to be produced for the Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not

	covered in the foregoing.
3.7	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes.</p> <p>If affirmative, the Client will</p> <ul style="list-style-type: none"> - reimburse the Consultant for any such taxes paid by the Consultant: - Yes - Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties [as stated in ITC 3.3 and S.C.C. Clause 1.8] separately in the financial proposal.
3.8	Consultant to state local cost in the national currency: Indian Rupees
4.3	Consultant must submit the original and one copy of the Technical Proposal and the original of the Financial Proposal.
4.5	<p>The Proposal submission address is:</p> <p>Director of Training (Project) DGT, Ministry of Skill Development & Entrepreneurship, 2nd Floor PTI Building, Parliament Street, New Delhi</p> <p>Proposals must be submitted no later than the following date and time: 24th July 2017, 1500 Hrs.</p>

<p>5.2</p>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">[05]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">[25]</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (ii):</td> <td style="text-align: right;">[50]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Project Leader</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td style="padding-left: 20px;">b) Data Analyst</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (iii):</td> <td style="text-align: right;">[25]</td> </tr> <tr> <td colspan="2">The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following 02 sub-criteria and relevant percentage weights:</td> </tr> <tr> <td style="padding-left: 20px;">1) General qualifications</td> <td style="text-align: right;">00%</td> </tr> <tr> <td style="padding-left: 20px;">2) Adequacy for the assignment</td> <td style="text-align: right;">00 %</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total weight:</td> <td style="text-align: right;">00%</td> </tr> <tr> <td>(iv) Use of Information Technology</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>(v) Geographical outreach</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td colspan="2">Should have offices and required grading team across the regions (Northern, Southern, Eastern, Western and Central, India)</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	[05]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[25]	b) Work plan	[15]	c) Organization and staffing	[10]	Total points for criterion (ii):	[50]	(iii) Key professional staff qualifications and competence for the assignment:		a) Project Leader	[15]	b) Data Analyst	[10]	Total points for criterion (iii):	[25]	The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following 02 sub-criteria and relevant percentage weights:		1) General qualifications	00%	2) Adequacy for the assignment	00 %	Total weight:	00%	(iv) Use of Information Technology	[10]	(v) Geographical outreach	[10]	Should have offices and required grading team across the regions (Northern, Southern, Eastern, Western and Central, India)	
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	<p>(vi) Suitability of the transfer of knowledge (training) program: N.A.</p> <p>Total points for the six criteria: 100</p> <p>The minimum technical score (St) required to pass is: 80 Points</p>																																				
<p>5.6</p>	<p>The single currency for price conversions is: Indian Rupees</p> <p>The source of official selling rates is: State Bank of India [SBI] B.C. Selling rate of Exchange.</p> <p>The date of exchange rates is: the last date for submission of proposals</p>																																				

	indicated in Clause 4.5 of Data Sheet.
5.7	<p style="text-align: center;">NOT APPLICABLE</p> <p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.80$; and $P = 0.20$</p>
5.8	<p>The agency shall quote as per following:</p> <p>(a) Lump sum quote for conducting grading of 2500 ITIs (b) Lump sum rate for grading per ITI in case demand increases beyond 2500 ITIs The basis for selection shall be : Least Cost Selection taking (a) & (b) together</p>
6.1	<p>Expected date and address for contract negotiations: August 2017, Directorate General of Training, Ministry of Skill Development & Entrepreneurship, 2nd Floor PTI Building, Parliament Street, New Delhi</p>
7.2	<p>Expected date for commencement of consulting services August 2017, Directorate General of Training, Ministry of Skill Development & Entrepreneurship, 2nd Floor PTI Building, Parliament Street, New Delhi</p>

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

-
- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
A Consultant's Organization
B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client
A On the Terms of Reference
B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

Dated:
New Delhi

To

The Director of Training (Project),
Directorate General of Training,
Ministry of Skill Development & Entrepreneurship,
2nd Floor PTI Building, Parliament Street, New Delhi

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*]¹ as a Joint Venture confirming joint and several liability or as sub-consultants.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,
Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

1 [*Delete in case no association is foreseen.*]

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

**FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE
PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(For small or very simple assignments the Client should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3H.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.] Also refer ToR Para E Qualification & Experience.

FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

2. Support Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position *[only one candidate shall be nominated for each position]:* _____

2. Name of Firm *[Insert name of firm proposing the staff]:* _____

3. Name of Staff *[Insert full name]:* _____

4. Date of Birth: _____ **Nationality:** _____

5. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. Membership of Professional Associations: _____

7. Other Training *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. Countries of Work Experience: *[List countries where staff has worked in the last ten years]:* _____

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7: STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
											Subtotal							
Local																		
1		[Home]																
		[Field]																
2																		
n																		
											Subtotal							
											Total							

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input
 Part time input

FORM TECH-8: WORK SCHEDULE

N°	Activity ¹	Months ²													
		1	2	3	4	5	6	7	8	9	10	11	12	n	
1															
2															
3															
4															
5															
N															

The selected vendor will try his best to adhere to the plan given above. The project plan is self explanatory.

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. The amount of the local taxes, as identified/estimated is shown in the summary separately.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2: SUMMARY OF COSTS

Item	Costs			
	<i>[Indicate Foreign Currency]</i>	<i>[Indicate Foreign Currency #]</i>	<i>[Indicate Foreign Currency # 3]¹</i>	<i>[Indicate Local Currency]</i>
1. Total Costs of Financial Proposal ²				
2. Local Taxes and Duties @Taxes payable in India, Fees for technical services provided by foreign consultants, including duties on equipment imported as defined in Clause 1.8 of SCC				
3. Consultancy service tax payable in India				
4. Amount of financial Proposal including taxes				

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency [Taxes are to be indicated in item 2]. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

[Fill separate forms for quoting (a) 2500 ITIs (b) rate per ITI beyond 2500 ITIs]

Group of Activities (Phase): ²	Description: ³			
Cost component	Costs			
	[Indicate Foreign Currency # 1] ⁴	[Indicate Foreign Currency # 2] ⁴	[Indicate Foreign Currency # 3] ⁴	[Indicate Local Currency]
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

2. Local Taxes and Duties @Taxes payable in India, Fees for technical services provided by foreign consultants, including duties on equipment imported as defined in Clause 1.8 of SCC				
Consultancy Service Tax payable in India				
TOTAL				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4: BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home]
		[Field]
Local Staff		
		[Home]
		[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5: BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	

	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Terms of Reference

Terms of Reference

A. Background:

Directorate General of Training (DGT), under Ministry of Skill Development and Entrepreneurship (MSDE), Government of India, is an umbrella body for setting policy direction and operational norms for Industrial Training Institutes (ITIs) in India. DGT consists of two key divisions viz. Directorate of Training and Directorate of Apprentice Training, each responsible for different schemes administered through a network of ITIs, Advanced Training Institutes (ATIs), Regional Vocational Training Institutes (RVTIs) and other central institutes. A number of training schemes such as Craftsmen Training Scheme (CTS), Apprenticeship Training Scheme (ATS), and Craft Instructor Training Scheme (CITS) catering to students, trainers and industry are being run through this network. DGT also operationalizes the amended Apprentices Act, 1961.

The building blocks for vocational training in the country, that is ITIs, play a vital role in providing impetus to economic growth of the country by providing skilled manpower in different sectors with varied levels of expertise. ITIs are affiliated to National Council for Vocational Training (NCVT). Presently, there are about 13,000+ NCVT affiliated ITIs (including government and private ITIs) across the country.

It has been observed that the number of ITIs have almost doubled during last few years owing to significant policy push from Govt.. With such a fast rate of growth of ITIs, it is necessary to have a quality assurance mechanism for individual institutes so as to provide a benchmark for comparison amongst them. Therefore, DGT has decided to rate ITIs by conducting a detailed grading process based on a comprehensive grading framework which has been designed already and is available with DGT.

The objective of grading is to provide “Star Rating” to the performing institutes and give an improvement opportunity to institutes lagging behind in some of the parameters. The scoring shall be done against each of the defined parameters. The final rating of the institute shall determine its current performance level and shall enable them to find out the key areas where they can improve further, so as to get higher rating during next grading process.

In brief, the grading of ITIs will be based on an assessment framework of 43 parameters grouped under 10 key categories such as industry engagement, training outcome, capacity utilization, quality of instructors, and compliance with NCVT norms, among others. To effectively carry out the grading process in a time-bound manner, a robust methodology has been developed consisting of self-rating by individual ITIs; rating by key stakeholders such as trainee, parents, employers, instructors, and any other visitor; independent verification of data and rating recommendation by an external agency; and finally provision of “Star Rating” by “Core Grading Committee” of MSDE comprising of experts drawn from other ministries and professional bodies. The entire grading process is “online” through NCVT MIS portal.

Further, as per grading framework, those ITIs who opt for grading and score rating of 3 and above will be provided with multiple incentives such as preference in financial support from government schemes, flexibility in charging high course fee, recognition at appropriate forums, permission to add new trades/units, among others.

The grading process of 2017 has already begun and more than 3600 ITIs (both government and private) have already undergone through self-rating and rating by key stakeholders. ITIs still have the opportunity for selfrating and the no. of 3600 self rated ITIs is increasing day by day. The corresponding data of these ITIs is available with DGT for further processing and analysis. The grading process will be tentatively

completed by December 2017 when final ratings will be published on MSDE's website. Further, the ITI ratings will remain valid for 2 years from the date of publishing thus, enabling institutes to enhance their performance and strive for better rating in the next cycle.

Financial Quote:

The agency shall quote as per following:

- (a) Lump sum quote for conducting grading of 2500 ITIs
- (b) Lump sum rate for grading per ITI in case demand increases beyond 2500 ITIs

Timelines:

The agency shall be selected for grading cycle 2017 only and shall carry out the scope of work from the date of signing of contract. It is expected that the agency should be able to complete the activity i.e. grading of 2500 ITIs including Pilot of 10 ITIs in 13 weeks from the award of contract.

B. Scope of Work:

It is expected that the selected agency will apply and emulate outcomes of the scope of services mentioned herein using the best of its global knowledge base for benchmarking, domain expertise to analyze and evaluate, and skills to concisely undertake the grading exercise. The objective outline of the scope is as follows:

Planning

- Preparation of time bound “grading plan” including but not limited to geographical coverage of ITIs and scheduling of manpower in consultation with DGT
- Seek DGT's approval on grading plan before starting work
- Preparation of checklist of information/documents to be verified as per grading framework already prepared by DGT

Data verification and field visits

- Desk assessment of information/documents/photographs submitted by target ITIs as proof of self-rating against grading parameters (*DGT will facilitate the provision of all proofs by all target ITIs for the usage of agency*)
- Field visit and physical verification of information/documents/photographs against those parameters for which desk assessment is not satisfactory

- Capture and store the documents/photographs (as proof of the already filled-in details by ITIs) of respective institutes at the time of physical verification. A separate login ID and password will be provided to agency to access NCVT MIS portal and upload verified relevant information/documents/photographs
- The documents/photographs captured during the physical verification, has to be geo-tagged so as to ensure the authenticity of documents collected

Grading of ITIs

- The agency shall conduct grading of all institutes visited through NCVT MIS portal based on data verification
- The agency shall deploy the qualified manpower (as defined in data sheet) to undertake the grading exercise across the geographical locations in India

Data analysis

- Analysis of the verified data/information after the physical verification using advanced data analytic tools so as to provide relevant insights about quality of ITI infrastructure and performance of ITI operations

Rating recommendations and reporting

- Recommendation of overall rating for each ITI. The agency shall recommend its rating for each ITI through NCVT MIS portal
- Submission of draft report to DGT consisting of recommendations on ratings and insights from data analysis
- Submission of final report after incorporating comments from DGT
- Support DGT in conducting meetings of Core Grading Committee as and when meeting happens

Pilot

- **The agency shall initially carry out the above process for 10 ITIs as pilot** and submit the report to DGT before starting work at full scale

C. Proposed Positions:

Sl. No.	Proposed Positions	No. of Positions
	Core Experts Team	

1	Team Leader	1
2	Data Analyst	1
Field Verification Team		
3	Multiple teams of at least 1 member each	Depending on work plan of agencies

D. Payment Milestones:

Sl. No.	Payment Milestone*	Payment
1	Submission of inception report and acceptance of rating recommendations for pilot of 10 ITIs by core grading committee	No payment
2	Acceptance of rating recommendations for 1010 ITIs by core grading committee	30% of contract value
3	Acceptance of rating recommendations for 1000 ITIs by core grading committee	30% of contract value
4	Acceptance of rating recommendations for 490 ITIs by core grading committee	40% of contract value
5	Acceptance of rating recommendations for additional ITIs (beyond 2500) by core grading committee	As per requirement , to follow milestone & payment schedule in the lot of 500 ITIs

*Agency will raise the invoice after the decision of core grading committee on agency's recommendations. If recommendation is accepted in full then invoice could be raised for 100% of the eligible amount otherwise, invoice will be reduced proportionately.

E. Qualifications and Experience of Consultant:

1. The key professionals allocated to this project should have the experience of working in World Bank / Multi-lateral organization assisted assignment / project
2. The team should comprise at least of following professionals:

Sl. No.	Position	Qualification	No. of Positions	Full Time / Part	Experience
---------	----------	---------------	------------------	------------------	------------

				time	
1	Project Leader	Should be MBA / PGDM from a reputed institute.	One	FT	with at least 10 years of experience. Should have worked in leadership roles in the areas of education sector/skill development, implementation support for central / state sponsored schemes in program management, monitoring or Implementation
2	Data Analyst	B.E./ B.Tech in Informational Technology or Computer Science/MCA/ Electronics/ Post Graduate in Economics / statistics	One	FT	with at least 5 years of relevant experience in Data analysis of medium to large scale projects
3	Additional Team for field visits & verification	Graduate / Post Graduate degree in Social Science / Economics or relevant discipline	As per requirement		with 3 years' experience of field investigation (This will not be used for evaluation purpose. However, the qualification / experience details of team members proposed to be deployed for field visits may be shared in Organisation & Staffing in Tech 4)

The Role of the NPIU

The NPIU will provide the following:

- (i) All documents related to the functioning / background of Grading
- (ii) Permission for field visits to ITIs / States
- (iii) Any information from NCVT & MIS Portal

Copy right:

All materials and documentation etc. during the assignment will be the sole property of the DGT, MSDE.

Section 6. Standard Forms of Contract and Annexures

STANDARD FORM OF CONTRACT

Consultants' Services

Lump Sum

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum LCS

between

**Directorate General of Training,
Ministry of Skill Development & Entrepreneurship,
Government of India
*2nd Floor, PTI Building, Parliament Street,
New Delhi***

and

[name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM, LCS

(All notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a credit from the International Development Association (hereinafter called the “Association”)] towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Association will be made only at the request of the Client and upon approval by the Association, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]*

Appendix A: Description of Services	___ Not used
Appendix B: Reporting Requirements	___ Not used

Appendix C: Key Personnel and Sub-Consultants	___	Not used
Appendix D: Breakdown of Contract Price in Foreign Currency	___	Not used
Appendix E: Breakdown of Contract Price in Local Currency	___	Not used
Appendix F: Services and Facilities Provided by the Client	___	Not used
Appendix G: Form of Advance Payment Guarantee	___	Not used

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

- 1.8 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
- 1.9 Fraud and Corruption** If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).
- Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.
- 1.9.1 Definitions** For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:
- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁶;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁷;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁸;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁹;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false

⁶ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁷ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁸ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁹ A “party” refers to a participant in the selection process or contract execution.

statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8.

1.9.2 Measures to be Taken

(vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;

1.9.3 Commissions and Fees

The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications** Any modification or variation of the terms and conditions of this

or Variations Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in

corrupt or fraudulent practices in competing for or in executing the Contract.

- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance

- Performance** with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.
- 3.2 Conflict of Interests** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing**
- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
 - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and** The Client shall make available free of charge to the Consultant the

Facilities Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the

assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute
Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	{The words “in the Government’s country” are amended to read “in India”.
1.3	The language is : English
1.4	<p>The addresses are:</p> <p>Client:</p> <p style="padding-left: 40px;">Director of Training (Project), DGT, Ministry of Skill Development & Entrepreneurship, 2nd Floor PTI Building, Parliament Street, New Delhi</p> <p>Attention:</p> <p>Facsimile: Telephone: 011- 23708260</p> <p>E-mail: rpdhingra@gmail.com</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>

	<p>{The Member in Charge is [insert name of member]}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: National Project Director / JS, DGT, Ministry of Skill Development & Entrepreneurship, 2nd Floor PTI Building, Parliament Street, New Delhi.</p> <p>For the Consultant:</p>
1.8	
1.8.1	<p><u>For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India</u></p> <p>The consultants and personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p>
1.8.2	<p><u>For Foreign Consultancy firms</u></p> <p>The Client warrants that the Client shall reimburse the Consultants for any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <ol style="list-style-type: none"> (a) any payments whatsoever made by the Client directly to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

	<p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.</p>
{2.1}	<p>The Effective Conditions are the following:</p> <p>[a] approval of the Contract by the Bank (√)</p>
2.2	<p>The date for the commencement of Services is within one week from signing of the contract.</p>
2.3	<p>The time period shall be 13 Weeks .</p>
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988;</p> <p>(b) Third Party liability insurance, with a minimum coverage of <i>Rs. 2 Crore only</i></p> <p>(c) professional liability insurance, with a minimum coverage of <i>Rs. 4 Crore only</i></p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>

{3.7 (b)}	The Consultant shall not use these documents / reports of the study conducted in any form (hard / soft) for any purpose(s) after completion of the contract without seeking the prior written approval of the Client.																		
6.2(a)	The amount in foreign currency or currencies is -- NA																		
6.2(b)	The amount in local currency is <i>[insert amount]</i> .																		
6.4 (a)	<p>Payments shall be made according to the following schedule:</p> <table border="1" data-bbox="358 625 1313 1371"> <thead> <tr> <th data-bbox="358 625 483 659">Sl. No.</th> <th data-bbox="483 625 902 659">Payment Milestone*</th> <th data-bbox="902 625 1313 659">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="358 659 483 831">1</td> <td data-bbox="483 659 902 831">Submission of inception report and acceptance of rating recommendations for pilot of 10 ITIs by core grading committee</td> <td data-bbox="902 659 1313 831">No payment</td> </tr> <tr> <td data-bbox="358 831 483 963">2</td> <td data-bbox="483 831 902 963">Acceptance of rating recommendations for 1010 ITIs by core grading committee</td> <td data-bbox="902 831 1313 963">30% of contract value</td> </tr> <tr> <td data-bbox="358 963 483 1096">3</td> <td data-bbox="483 963 902 1096">Acceptance of rating recommendations for 1000 ITIs by core grading committee</td> <td data-bbox="902 963 1313 1096">30% of contract value</td> </tr> <tr> <td data-bbox="358 1096 483 1228">4</td> <td data-bbox="483 1096 902 1228">Acceptance of rating recommendations for 490 ITIs by core grading committee</td> <td data-bbox="902 1096 1313 1228">40% of contract value</td> </tr> <tr> <td data-bbox="358 1228 483 1371">5</td> <td data-bbox="483 1228 902 1371">Acceptance of rating recommendations for additional ITIs by core grading committee</td> <td data-bbox="902 1228 1313 1371">As per requirement , to follow milestone & payment schedule in the lot of 500 ITIs</td> </tr> </tbody> </table> <p data-bbox="358 1440 651 1474">Liquidated Damages:</p> <p data-bbox="358 1493 1472 1818">In the event of the Consultant's failure to submit the Bonds, Guarantees and Documents, supply the deliverables as per schedule specified in this contract and the delay is solely attributable to the Consultant, the Client may, at his discretion withhold any payment until the completion of the contract. The Client may also deduct from the Consultant as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered deliverables and other deliverables as mentioned above, for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of the delayed/undelivered deliverables.</p>	Sl. No.	Payment Milestone*	Payment	1	Submission of inception report and acceptance of rating recommendations for pilot of 10 ITIs by core grading committee	No payment	2	Acceptance of rating recommendations for 1010 ITIs by core grading committee	30% of contract value	3	Acceptance of rating recommendations for 1000 ITIs by core grading committee	30% of contract value	4	Acceptance of rating recommendations for 490 ITIs by core grading committee	40% of contract value	5	Acceptance of rating recommendations for additional ITIs by core grading committee	As per requirement , to follow milestone & payment schedule in the lot of 500 ITIs
Sl. No.	Payment Milestone*	Payment																	
1	Submission of inception report and acceptance of rating recommendations for pilot of 10 ITIs by core grading committee	No payment																	
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3	Acceptance of rating recommendations for 1000 ITIs by core grading committee	30% of contract value																	
4	Acceptance of rating recommendations for 490 ITIs by core grading committee	40% of contract value																	
5	Acceptance of rating recommendations for additional ITIs by core grading committee	As per requirement , to follow milestone & payment schedule in the lot of 500 ITIs																	

Performance Security:

The Consultant shall at its own expense, deposit with the Client, within seven (7) working days of the date of notice of award for the Contract or prior to signing of the Agreement, whichever is earlier, an unconditional and irrevocable Performance Security instead of Advance Bank Guarantee from a Nationalized Bank acceptable to Client, payable on demand, for the due performance and fulfillment of the Agreement.

The Consultant shall furnish Performance Security to the Client for an amount of 10% of the contract value. The performance Security will be valid for 90 days beyond 13 Weeks from award of contract or its extension period if any. The Performance Security may be discharged/ returned by Client upon being satisfied that there has been due performance of the obligations of Consultant under the Agreement. However, no interest shall be payable on the Performance Security.

In the event of Consultant being unable to service the Agreement for whatever reason, Client would evoke the Performance Security. Notwithstanding and without prejudice to any rights whatsoever of Client under the Agreement in the matter, the proceeds of the Performance Security shall be payable to Client as compensation for any loss resulting from Consultant's failure to complete its obligations under the Agreement. Client shall notify Consultant in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which Consultant is in default.

6.5

Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

The interest rate is: 04 % for local currency.

Disputes shall be settled by arbitration in accordance with the following provisions:

Dispute Settlement**8.2**

8.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:

8.2 (ii)

(a) The Client and the Consultant 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.

	<p>(b) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as below. These mechanisms may include, but are limited to, conciliation mediated by a third party, adjudication in an agreed national arbitration.</p> <p>(c) In the case of dispute between the Client and the Consultant, the dispute shall Be referred for adjudication / arbitration to the sole arbitration to be appointed by an independent agency such as Institution of Engineers, India. Such arbitration shall be in accordance with the provision of The Arbitration & Conciliation Act 1996 of India as amended from time to time. The venue of the arbitration will be New Delhi, India.</p>
	<p>8.3 Rules of Procedure</p> <p>Arbitration proceedings shall be conducted in accordance with procedure of The Arbitration & Conciliation Act 1996 of India as amended from time to time.</p> <p>8.4 Substitute Arbitrators</p> <p>If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>8.5 Qualifications of Arbitrators</p> <p>The sole arbitrator appointed pursuant hereof shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p> <p>8.6 Miscellaneous</p> <p>In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <u>New Delhi</u></p> <p>(b) the English language shall be the official language for all purposes;</p> <p>(c) the decision of the arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

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IV. Appendices

Appendix A

Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B

Reporting Requirements

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C

Key Personnel and Sub-consultants

(Refer Clause 4.1 of the Contract)

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside India.*
 - C-3 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

Appendix D**Not Applicable****Breakdown of Contract Price in Foreign Currency**

List here the elements of cost used to arrive at the breakdown of the lump sum price — foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix E

Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump sum price — local currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F

Services and Facilities Provided by the Client

Bank Guarantee for Advance Payment (Not Applicable)

[To be stamped in accordance with Stamp Act, if any, of the Country of Issuing Bank]

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2____,²

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year],

whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

The date will be fixed as indicated in Clause 6.4 of S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'.

The Bank Guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.

in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM FOR PERFORMANCE SECURITY

To

The Director (Project)

DGT, Ministry of Skill Development & Entrepreneurship,
2nd Floor, PTI Building, Parliament Street,
New Delhi 110001

Sir,

PERFORMANCE BANK GUARANTEE for services mentioned under RFP for _____ Reference No: DGT----- (hereinafter referred to as “RFP”) issued by Directorate General of Training, Ministry of Skill Development & Entrepreneurship, Government of India.

WHEREAS

M/s. _____, a company registered under the Companies Act, 1956, having its registered and corporate office at (address of Company) , (hereinafter referred to as our “constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), has submitted its proposal dated _____ in response to the RFP and has been selected by Directorate General of Training for providing services mentioned in the RFP.

We are aware of the fact that as per the terms and conditions of the RFP, [name of the company] is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount of Indian Rupees _____ (Rupees in Words), being equivalent to _____ of the total of the price as quoted in the commercial proposal submitted by the constituent and guarantee the due performance by our constituent as per the contract to be executed with Directorate General of Training (hereinafter referred to as “contract”) and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that it has been selected to provide the services under terms and conditions of RFP and execute the said contract with Directorate General of Training, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Indian Rupees _____ (Rupees in words) without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of three (3) months beyond the expiration of contract period i.e. till [REDACTED], subject to the terms and conditions in the said contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said contract until the completion of three (3) months beyond the expiration of contract period i.e. till 22nd August 2013 for the total solution as per said contract.

We further agree that the termination of the said contract, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- i) Requiring to pursue legal remedies against DGT; and
- ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the contract and any resentment, demand, protest or any notice of any kind.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance

Guarantee is restricted to Indian Rupees _____/- (in words) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

I. Our liability under this Performance Bank Guarantee shall not exceed Indian Rupees _____/- (in words);

II. This Performance Bank Guarantee shall be valid only up to the completion of 3 months beyond the contract period i.e. till _____ for complete solution and services; and

III. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before _____ for the proposed services specified in the contract.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2010.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Witness

Name

Designation

(Address of the Bank)

[Note: The Bank Guarantee should be executed on stamp paper in accordance with stamp paper act. The stamp paper should be in the name of the executing bank.]

NR/ls

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Thursday, July 08, 2004

ADDENDUM

Annexure A

Subject: Selection of a Professional Organisation for carrying out “Grading of Govt. and Pvt. Industrial Training Institutes (ITIs)”

With reference to RFP dated 26th June 2017 issued to the shortlisted firms, following amendments have been made:

Sl. No.	Reference to RFP	Addendum															
1	All sections of RFP & Pre-bid clarifications	2500 ITIs may be replaced with 2000 ITIs															
2	Instruction to Consultants Data Sheet, Page – 19, Para 1.1	Delete “Quality & Cost based Selection”															
3	Instruction to Consultants Data Sheet, Page – 20, Para 3.4	Delete “LCS”															
4	Instruction to Consultants Data Sheet, Page – 20, Para 3.4 (g)	The word “Not Applicable” may be replaced by “No”															
5	Instruction to Consultants Data Sheet, Page – 22, Para 5.2	The part of the para be read as: “The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following 02 sub-criteria and relevant percentage weights: 1) General qualification 40% 2) Adequacy for the assignment 60% Total weight: 100%”															
6	Instruction to Consultants Data Sheet, Page – 23, Para 5.8	The part of the para be read as: “The agency shall quote as per following in FORM FIN-2: SUMMARY OF COSTS”															
7	Refer FORM FIN-2: SUMMARY OF COSTS”	FIN 2 Form revised as per Annexure															
8	Refer Form FIN-4: Breakdown of Remuneration ¹ and Form FIN-5: Breakdown of Reimbursable Expenses	The word “additional services” may be replaced with “additional services* “. Also, add the following sentence at the bottom of the Form: *Additional services will be similar services for grading of more number of ITIs in addition to the 2000 ITIs.															
9	Refer ToR, Qualifications and Experience of Consultant: Sl. No. 1 in the table: Project Leader	Refer to Column “Experience” in the Table: The word “sponsored” may be deleted in the sentence “ Should havecentral / state sponsored schemes.....” and may be read as “central / state schemes...”															
10	Refer ToR, Qualifications and Experience of Consultant: Sl. No. 3 in the table: Additional Team for field visits & verification	The qualification mentioned in Column 2 may be read as “Graduate / Post Graduate degree in any discipline”															
11	Refer ToR and SCC, Clause 6.4 (a), Payment Milestones	The Payment Milestone has been revised in view of 2500 ITIs reducing to 2000 ITIs: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Sl. No.</th> <th>Payment Milestone*</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Submission of inception report and acceptance of rating recommendations for pilot of 10 ITIs by core grading committee</td> <td>No payment</td> </tr> <tr> <td>2</td> <td>Acceptance of rating recommendations for 510 ITIs by core grading committee</td> <td>30% of contract value</td> </tr> <tr> <td>3</td> <td>Acceptance of rating recommendations for 490 ITIs by core grading committee</td> <td>30% of contract value</td> </tr> <tr> <td>4</td> <td>Acceptance of rating recommendations for 1000 ITIs by core</td> <td>40% of contract value</td> </tr> </tbody> </table>	Sl. No.	Payment Milestone*	Payment	1	Submission of inception report and acceptance of rating recommendations for pilot of 10 ITIs by core grading committee	No payment	2	Acceptance of rating recommendations for 510 ITIs by core grading committee	30% of contract value	3	Acceptance of rating recommendations for 490 ITIs by core grading committee	30% of contract value	4	Acceptance of rating recommendations for 1000 ITIs by core	40% of contract value
Sl. No.	Payment Milestone*	Payment															
1	Submission of inception report and acceptance of rating recommendations for pilot of 10 ITIs by core grading committee	No payment															
2	Acceptance of rating recommendations for 510 ITIs by core grading committee	30% of contract value															
3	Acceptance of rating recommendations for 490 ITIs by core grading committee	30% of contract value															
4	Acceptance of rating recommendations for 1000 ITIs by core	40% of contract value															

		grading committee	
		5 Acceptance of rating recommendations for additional ITIs by core grading committee	As per requirement, to follow milestone & payment schedule in the lot of 500 ITIs
		*Agency will raise the invoice after the decision of core grading committee on agency's recommendations. If recommendation is accepted in full then invoice could be raised for 100% of the eligible amount otherwise, invoice will be reduced proportionately.	
12	Refer SCC, Clause 6.4 (a) Liquidated Damages	The 1 st sentence may be replaced and read as: "In the event of the Consultant's failure to submit the Documents, supply the deliverables as specified in this contract and the delay is solely attributable to the Consultant, the Client may, at his discretion withhold any payment until the completion of the contract"	
13	Refer SCC, Clause 6.4 (a) Performance Security	The following part of the sentence may be deleted: "instead of Advance Bank Guarantee"	

Subject: Selection of Professional Organization for conducting Grading of Govt. & Pvt. ITIs in India

M. Dates of Pre Bid meeting held on 5 th July 2017 & Response to the Pre Bid queries received from Shortlisted Firms				
S.N o.	Page No / Clause No/Section	Reference Clause	Response of DGT	
1	Terms of Reference B. Scope of work Pg. no.46	Field visit and physical verification of information/documents/photographs against those parameters for which desk assessment is not satisfactory	Whether Site visit is compulsory or only if desktop assessment not satisfactory as RFP mentions that only if desktop assessment not satisfactory, visit is required. Pls clarify	Field visit to all ITIs is mandatory
2	Terms of reference B. Scope of work Pg. no.46	Submission of draft report to DGT consisting of recommendations on ratings and insights from data analysis	Is there any Report format or we can prepare report in our format	The report format shall be finalized after award of contract, in consultation with the firm
3	Terms of Reference B. Scope of work Pg. no.46	Desk assessment of information/documents/photographs submitted by target ITIs as proof of self-rating against grading parameters (DGT will facilitate the provision of all proofs by all target ITIs for the usage of agency)	Whether all information/supporting's will be provided by ITI on NCVT portal or emailed to us	As per RFP
4	Terms of Reference B. Scope of Work Pg. no. 46	The documents/photographs captured during the physical verification, has to be geo-tagged so as to ensure the authenticity of documents collected	Whether all hard copies/supporting of ITI's has to be submitted to DGT along with the report	Yes
5	Terms of Reference B. Scope of Work Pg. no. 46	Analysis of the verified data/information after the physical verification using advanced data analytic tools so as to provide relevant insights about quality of ITI infrastructure and performance of ITI operations	Used of advanced analytical tools – request you let us know any specific analysis that has to be done for all ITI's or any examples	As agreed between DGT and the firm
6	Terms of	Capture and store the documents/photographs (as	Whether we will be provided with access of all	The firm shall

	Reference B. Scope of Work Pg. no. 46	proof of the already filled-in details by ITIs) of respective institutes at the time of physical verification. A separate login ID and password will be provided to agency to access NCVT MIS portal and upload verified relevant information/documents/photographs	accreditation document/supporting's of ITI's that can be used as base during visit	request the ITI for such documents before the visit Yes, login Id/Password shall be provided, if required
7	Terms of Reference B. Scope of work Pg. no.46	The agency shall deploy the qualified manpower (as defined in data sheet) to undertake the grading exercise across the geographical locations in India	Bidder may require details of ITIs to be graded, particularly locations of these ITIs (States & District-wise numbers) for better planning related to field visits and cost estimations.	List of ITIs enclosed (available as on date)
8	Terms of Reference A. Background Pg. no. 45	The agency shall be selected for grading cycle 2017 only and shall carry out the scope of work from the date of signing of contract. It is expected that the agency should be able to complete the activity i.e. grading of 2500 ITIs including Pilot of 10 ITIs in 13 weeks from the award of contract	For undertaking the pilot grading of 10, can bidder do this without undertaking site visit? So that the overall work can be completed in time bound manner. Grading of balance ITIs will be undertaken only after successful completion of pilot grading of 10 or can start work of balance 2490 ITIs after preparation of draft reports for first 10 ITIs?	Field visit to ITIs is mandatory including pilot ITIs. Grading of balance ITIs will be undertaken only after successful completion of grading of pilot 10 ITIs.
9	Terms of Reference E. Qualifications and Experience of Consultant Pg. no. 47	The key professionals allocated to this project should have the experience of working in World Bank / Multi-lateral organization assisted assignment / project	For qualification of project leader and data analyst, If the exact requirement is not met through existing staff pool, can the bidder hire the desired professionals on retainer ship basis?	Yes
10	Terms of Reference E. Qualifications and Experience of Consultant	Additional Field Team-with 3 years' experience of field investigation (This will not be used for evaluation purpose. However, the qualification / experience details of	Further, the personnel under the category 3 (Additional Team for field visits & verification) <ul style="list-style-type: none"> Whether candidates with the qualification of B.Com, BBA, BCA, CWA, CFA would be eligible to work or 	Refer Addendum

Pg. no. 48	team members proposed to be deployed for field visits may be shared in Organization & Staffing in Tech 4)	<ul style="list-style-type: none"> not? These employees will also prepare the grading reports and assist the data analyst in his work. Is that OK? 	
<p>11</p> <p>Ill. Special Conditions of Contract</p> <p>Clause 3.4 Pg no.68</p>	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988;</p> <p>(b) Third Party liability insurance, with a minimum coverage of Rs. 2 Crore only</p> <p>(c) professional liability insurance, with a minimum coverage of Rs. 4 Crore only</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>	<p>Require clarity on insurance to be taken:</p> <ul style="list-style-type: none"> Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988; Third Party liability insurance, with a minimum coverage of Rs. 2 Crore. Professional liability insurance, with a minimum coverage of Rs. 4 Crore. employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. 	As per RFP
12	Section 2.	The Consultant may be subject to local taxes (such as: value added or sales tax, social	As per RFP Refer to para 3.7

	<p>Instructions to Consultants Taxes Pg no. 13</p>	<p>charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.</p>	<p>the financial bid value? If no, should we mention the same separately in the financial bid. (Please refer Point No.3.7 on page no.17 of RFP)</p>	<p>of Data Sheet</p>
<p>13</p>	<p>Special Conditions of Contract, Performance Security Pg. No. 70</p>	<p>The Consultant shall furnish Performance Security to the Client for an amount of 10% of the contract value. The performance Security will be valid for 90 days beyond 13 Weeks from award of contract or its extension period if any.</p>	<p>The Consultant shall furnish Performance Security will be in the form of Bank Guarantee to the Client for an amount of 10% of the contract value?</p>	<p>As per RFP</p>
<p>14</p>	<p>Terms of Reference B. Scope of work Pg. no.46</p>	<p>Field visit and physical verification of information/documents/photographs against those parameters for which desk assessment is not satisfactory</p>	<p>What would be the remedial measures available to consultant in case the client unable to provide adequate infrastructure during site visit which lead to time overrun and delay in the execution?</p>	<p>Visit to ITIs shall be the responsibility of the firm. However, DGT shall facilitate the coordination of such visits</p>
<p>15</p>	<p>1.1 Definitions Page No 55</p>	<p>Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time</p>	<p>Please mention the local as a part of the special guidelines and also if the same will be applicable as a governing law.</p>	<p>As per RFP</p>
<p>16</p>	<p>2.2 Commencement, Completion, Modification and</p>	<p>The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.</p>	<p>Clarification is requested about the exact date for starting the work as date of commencement of Services may be different from the date of signature of</p>	<p>The tentative details are mentioned in the SC;</p>

	Termination of Contract page no 58		<ul style="list-style-type: none"> Contract Please clarify the contract validation date or time period 	however, these shall be confirmed at the time of award of contract. • As per RFP
17	3.2.3, Prohibition of conflicting activities page no 61	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract	<ul style="list-style-type: none"> Since this clause limits EY Firms and their (subcontractors) intervention in any further activity related to the Services, it is suggested that the clause is modified as: Prior consent from WBG should be obtained before any engagement which could conflict with the Services" 	As per RFP
18	3.3 Confidentiality page no 61	"Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services."	It is requested that the clause is modified as the following: "Obligations of confidentiality will survive the termination of the Contract for a 3 years duration. As consequence, data collected from the engagement should not be reused for any further engagement or any other client during this period"	As per RFP
19	3.3 Insurance to be taken out by the Consultant page no 61	" The Consultant (a) shall take out ant maintain, and shall cause any Sub-Consultant to take out and maintain, at their (or the Sub Consultants, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid."	Please clarify and mention the minimum insurance amount and necessary local coverage as a part of the special conditions	As per RFP Refer para 3.4 of GCC & SCC
20	36. Consultant's actions requiring	The Consultant shall obtain the Client's prior approval in writing before taking any of the	Please clarify if that subcontracting to other EY Firms within the EY Network will be	As per RFP

	client's prior approval	following actions: a) Entering into a subcontract for the performance of any part of the Services.	permissible if authorized by the Client	
21	3.8, Accounting, Inspection and Auditing page no 62	The Consultant shall keep, and shall cause its.... Prevailing sanctions procedures.).	Request to clarify in the special conditions, any local rule applicable to file inspection	As per RFP
22	4., Description of personnel page no 63	"The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.	Please define key and support consultants Please clarify and mention the list of key personnel and consultants in the special conditions	Refer ITC Data Sheet & ToR
23	C. Proposed Positions page no 46	Core Expert Team: Team Leader -01 and Data Analyst -01	Considering the scope of work whereby Desk assessment of information/documents/photographs submitted by target ITIs (2500) is needed to be performed, it is requested to have at least few members to be deployed for Desk Assessment activity.	As per RFP
24	B. Scope of Work page no 46	Field visit and physical verification of information/document/photographs against those parameters for which desk assessment is not satisfactory	Please provide clarify on the expenses borne at the time of field visits. Will these be paid to the agency separately?	No
25	3.6 Financial Proposal under page no 13	"The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should	The reimbursable expenses are a part of the overall project/contract cost that is to be submitted by the consultant as a part of the financial proposal. However, given the nature of the assignment, it is requested that the reimbursable expenses not be made a part of the proposal to be	Refer notes mentioned on form FIN-5 & Addendum

		<p>be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items."</p>		<p>submitted as the response to the RFP and paid as over and above the contract cost directly by the client on actuals/ as per applicable norms of the client</p>		
26	D. Payment Milestone page no 47	Sl. No.	Payment Milestone *	Payment	<p>Refer Addendum</p>	
		1	Submission of inception report and acceptance of rating recommendations for pilot of 10 ITIs by core grading committee	No payment		<p>It is requested that the time taken for payment realization after invoice submission is reduced to 30 days instead of 60 days as mentioned in the conditions</p> <p>As per the clause, first tranche of payment will be initiated after the grading of first 1010 ITIs, it is request that, the first tranche be instead paid after the completion of the pilot and before the commencement of the grading process</p>
		2	Acceptance of rating recommendations for 1010 ITIs by core grading committee	30% of contract value		
		3	Acceptance of rating recommendations for 1000 ITIs by core grading committee	30% of contract value		
4	Acceptance of rating recommendations for 490 ITIs by core grading committee	40% of contract value				

27	Form FIN 5: Breakdown of Reimbursable Expenses page no 41	5	Acceptance of rating recommendations for additional ITIs (beyond 2500) by core grading committee	As per requirement, to follow milestone & payment schedule in the lot of 500 ITIs	Please clarify if the travel expenses incurred by the consultant are a part of the financial proposal to be submitted as a part of the response to the RFP EY suggestion: Given the nature of the project, as potential dynamic condition of travel involved, it is requested that the travel cost not be made a part of the financial proposal and is reimbursed on actuals directly by the client	As per RFP
28	Terms of Reference: Timelines page no 45			"Timelines: The agency shall be selected for regarding cycle 2017 only and shall carry out the scope of work from the date of signing of contract. It is expected that the agency should be able to complete the activity i.e. grading of 2500 ITIs including Pilot of 10 ITIs in 13 weeks from the awards of contract"	Please clarify if the clients will shortlist the list of 2500 ITIs. It to be done by the consultant, what will be the basis for the same	The list of ITIs to be graded will be provided by DGT
29	FORM TECH-7: Staffing Schedule page no 35		Staffing Schedule 1		Please clarify if the Team Leader and Data Analyst would be on full time deployment or part time deployment Please clarify if the Team Leader and Data Analyst's role would also require field time Please clarify if Team Leader and Data Analyst will be provided an office space with in DGT or will continue to work from the consultant organization's office	Team Leader and Data Analyst will be full time. To be decided by the firm Will work from firm's office and shall attend the meetings

			<p>organized by the client as and when required at client's premises or elsewhere.</p>
<p>30</p> <p>Qualification and experience of the consultant Page 47</p>	<p>Project Leader-with at least 10 years of experience. Should have worked in leadership roles in the areas of education sector/skill development, implementation support for central / state sponsored schemes in program management, monitoring or Implementation</p>	<p>The experience may be kept in central/state projects/world bank/multilateral projects</p>	<p>Refer Addendum</p>

FORM FIN-2: SUMMARY OF COSTS

Item	Costs			
	[Indicate Foreign Currency]	[Indicate Foreign Currency #]	[Indicate Foreign Currency # 3] ¹	[Indicate Local Currency]
1. Total Costs of Financial Proposal ² Lump sum quote for conducting Grading of 2000 TTIs (X)*				
2. Local Taxes and Duties @Taxes payable in India, Fees for technical services provided by foreign consultants, including duties on equipment imported as defined in Clause 1.8 of SCC				
3. Consultancy service tax payable in India				
4. Amount of financial Proposal including taxes				
5. Lump sum rate for grading per ITI in case demand increases beyond 2000 TTIs (Y)*				

* X+ Y shall be used for financial evaluation purpose

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency [Taxes are to be indicated in item 2]. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Evaluation Summary

Technical Scores/Ranking

Criteria	Maximum Scores	Name of Firms				
		1. M/s Care Ratings	2. M/s Brickwork India Pvt. Ltd.	3. M/s IMACS	4. M/s Ernst & Young LLP	5. M/s CRISIL Ltd.
Specific Experience of the consultant relevant to the assignment	5	5.00	4.67	4.67	4.67	5.00
Methodology & Work Plan	50	40.00	40.00	38.67	40.00	42.00
Key Staff professional staff qualifications and competence for assignment	25	21.00	20.00	23.00	23.00	20.00
Use of Information and Technology	10	8.00	8.67	8.00	10.00	10.00
Geographical Outreach	10	10.00	8.00	8.00	8.00	10.00
	100	84	81.33	82.33	85.67	87.00
Rank		3rd	5th	4th	2nd	1st

1. Evaluator 1 :Director (AT)

Signature:



2. Evaluator 2: Director (TT Cell)

Signature:



3. Evaluator 3: Director (P)

Signature:



Dated: 14-08-2017

No. MSDE-35(4) MIS (ITI Grading)-8/2016 - NPIU
Government of India
Ministry of Skills Development & Entrepreneurship
Directorate General of Training

Room No: 1, 2nd Floor
PTI Building Parliament Street,
New Delhi, Dated 17.11.2017

To

M/s CRISIL Ltd.
CRISIL House, Central Avenue,
Hiranandani Business Park, Powai,
Mumbai-400076, India

Subject: Letter of Award for hiring of a Professional Organisation for carrying out "Grading of Govt. and Pvt. Industrial Training Institutes (ITIs)" for 03 Months with World Bank assistance.


Kind Atten: Mr Satish Ramchandani, Director-Education Grading.

Dear Sir,

This is to inform you that after evaluating the bid for the hiring of a Professional Organisation for carrying out "Grading of Govt. and Pvt. Industrial Training Institutes (ITIs)" for 03 Months with World Bank assistance, DGT, MSDE (IDA Credit No – 4319) dated 26th June 2017, you have been selected as the successful bidder for the hiring of a Professional Organisation for carrying out "Grading of Govt. and Pvt. Industrial Training Institutes (ITIs)" for 03 Months with World Bank assistance, DGT, MSDE. As per your offer submitted on dated 04th August 2017, in the sum of **One Crore twenty nine lakhs sixty thousand [INR 1,29,60,000/- plus taxes (as applicable)]** for 2000 ITIs & **Three crores twenty nine lakhs eighty three thousand two hundred [INR 3,29,83,200/- plus taxes (as applicable)]** for 5090 ITIs with all terms and conditions of RFP. The contract will be sent to you for signing by you or your authorized representative, in due course.

In this respect, you are also required to submit the performance security @ 10% of contract amount i.e. **INR 12, 96, 000/- (Twelve Lakhs Ninety Six Thousand only)** as was mentioned in the RFP, within 07 days of the date of issue of the letter of award. The format of performance security is mentioned in APPENDIX 26 of RFP document.

Yours Faithfully


(Sanjay Kumar)
Director (P)

Copy To:

1. IFD, M/o Ministry of Skills Development & Entrepreneurship, S.S. Bhawan , New Delhi.
2. Sanction Folder.

