

File No: DGT-35(4)/Tracer Study - STRIVE/2022-NPIU  
Directorate General of Training  
Ministry of Skill Development & Entrepreneurship Government of India

## REQUEST FOR PROPOSAL (RFP)

Notification No. DGT-35(4)/Tracer Study - STRIVE/2022-NPIU for selection of agency/firm to conduct a Tracer Study to assess employment outcomes of ITI Graduates from Skills Strengthening for Industrial Value Enhancement (STRIVE) Project ITIs at National level



**Directorate General of Training**

Issued By

**Directorate General of Training (DGT)**  
Ministry of Skill Development & Entrepreneurship  
Government of India  
New Delhi – 110 012

**Date of Issue: 15<sup>th</sup> March 2023**

## LETTER OF INVITATION

No. DGT-35(4)/Tracer Study - STRIVE/2022-NPIU

Date: 15<sup>th</sup> March

2023

To,

All eligible agency/firm,

Sub: Request for Proposal (RFP) for selection of agency/firm to conduct a Tracer Study to assess employment outcomes of Industrial Training Institute (ITI) Graduates from Skills Strengthening for Industrial Value Enhancement (STRIVE) Project ITIs at National level through REoI Ref. DGT-35(4)/Tracer Study - STRIVE/2022-NPIU

Dear Madam/ Sir,

Directorate General of Training (DGT) under the aegis of Ministry of Skill Development and Entrepreneurship (MSDE) is implementing the STRIVE scheme with the objective of improving the relevance and efficiency of skills training provided through ITIs and apprenticeships. It is an outcome focused scheme marking shift in government's implementation strategy in vocational education and training from inputs to results. STRIVE is aimed at institutional reforms and improvement in quality & market adaptability of skill development training programs in long term vocational education training. As part of its continuous pursuit towards betterment of teaching and learning methods and as per objectives of the STRIVE scheme of MSDE, DGT intends to conduct tracer study of ITI graduates from project ITIs in the country to understand their career progression in the labor market.

In this regard an REoI was published by DGT dated 16<sup>th</sup> December 2022 (REoI Ref. DGT-35(4)/Tracer Study - STRIVE/2022-NPIU) for shortlisting of agencies to conduct tracer study of ITI graduates from project ITIs in the country. Pursuant to the REoI, this Request for Proposal (RFP) invites following shortlisted agencies to submit their Technical and Financial proposal in accordance with the terms set forth in this RFP –

- I. Integrated Learning Solution Pvt. Ltd
- II. IPE Global Limited
- III. Ernst and Young LLP
- IV. Deloitte Touche Tohmatsu India LLP

Please note that DGT, MSDE reserves the right to modify, cancel, suspend, or terminate any aspect of this RFP process, without giving any prior notice. Interested applicants must submit

their responses in the standard format as prescribed in the RFP. DGT intends to select one agency/firm from shortlisted bidders through this RFP. The RFP is required to be submitted on the GeM portal as mentioned in the REoI. A two-cover bid submission process will be followed in which Technical Bid and Financial Bid will be uploaded as 2 separate attachments in the form of PDF. The response must be submitted before 1600 hours IST on, 24<sup>th</sup> April 2023.

-sd-

Director Incharge (Project),  
Directorate General of Training (DGT)  
Ministry of Skill Development and Entrepreneurship  
Government of India  
B-2, Kaushal Bhawan  
Pusa Road, Karol Bagh - 110005  
Email id: [strive.dgt.proc@gmail.com](mailto:strive.dgt.proc@gmail.com)

## **Disclaimer**

All information contained in this document, subsequently provided/ clarified are in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party. DGT reserves the right to cancel this document, and/or invite fresh responses with or without amendments to this document without liability or any obligation for such document, and without assigning any reason whatsoever. DGT reserves the right to take final decision regarding award of contract.

Submission of proposal/ response to this Request for Proposal (RFP) doesn't guarantee evaluation or allocation of work. Under no circumstances will the DGT be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption or loss of information) resulting or arising directly or indirectly by application or non – application to this RFP.

## Abbreviations

AOA	Articles of Association
ATS	Apprenticeship Training Scheme
CITS	Crafts Instructor Training Scheme
CTS	Craftsmen Training Scheme
DGT	Directorate General of Training
EMD	Earnest Money Deposit
ISO	International Organization for Standardization
IT	Information Technology
ITI	Industrial training institutes
MSDE	Ministry of Skill Development & Entrepreneurship
NCVET	National Council for Vocational Education and Training
NSQF	National Skills Qualifications Framework
PSU	Public sector undertaking
QCBS	Quality Cost-Based Selection
REoI	Request for Expression of Interest
RFP	Request for Proposal
SPOC	Single point of contact
STRIVE	Skills Strengthening for Industrial Value Enhancement
WB	The World Bank

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# 1. INTRODUCTION

## 1.1. Background

- 1.1.1. The Directorate General of Training (DGT) under Ministry of Skill Development and Entrepreneurship (MSDE) is the apex organisation for development and coordination of the long-term programmes relating to vocational training including women's training. DGT adopts multi-pronged strategy involving different stakeholders to fulfil the mandate of long-term vocational training. Further to facilitate training, DGT has been running four schemes viz. Craftsmen Training Scheme (CTS), Apprenticeship Training Scheme (ATS), Craft Instructors Training Scheme (CITS) and Advanced Vocational Training Scheme (AVTS) through its various institutions. CTS is implemented through Industrial Training Institutes (ITIs) who are accredited and affiliated by DGT to run the prescribed courses.
- 1.1.2. Skills Strengthening for Industrial Value Enhancement (STRIVE) program has been developed by the Government of India (GoI) to incentivize critical institutional reforms required in the institutional training system with assistance from the World Bank (WB). The key objective of STRIVE is to meet the GoI's commitment towards skilling of economically disadvantaged sections of the society and creating a globally competitive workforce by improving the quality and market relevance of vocational training provided through ITIs and apprenticeship. It aims to do so by establishing outcome-focused training and enforcing cross-sectoral and nationally and internationally acceptable standards for skill training by creating a sound quality assurance framework.
- 1.1.3. The Program for Results (PforR) instrument, under which STRIVE is categorized by WB, is particularly suited to achieve the GoI's results-based objectives.
- 1.1.4. STRIVE is divided into four results areas:
  - a. Improved Performance of ITIs-The result area addresses key challenges of ITIs by supporting them in improving quality of their skill development programs, enhancing labor market relevance and efficiency of operations, deepening industry relations, improving industrial exposure, conducting needs assessments, and by introducing new trades (CTS trades and other National Skills Qualifications Framework (NSQF) compliant short-term courses) to respond to local market needs.
  - b. Increased Capacities of State Governments to Support ITIs and Apprenticeship Training- Under this result area, State Governments are incentivized for undertaking policy and regulatory reforms that are aimed at improving the overall ecosystem for ITIs and apprenticeship. Funding is released to states/ UTs for achievement of annual targets for three Key Performance Indicators (KPIs):
    - i. Conducting tracer studies
    - ii. Reducing vacancy of ITI trainers

- iii. Development of career progression policy for ITI trainers (based on guidelines to be issued by the MSDE)
  - c. Improved Teaching and Learning- This result area covers activities that complement the institutional reforms in vocational training under DGT. The key objectives include:
    - i. Improved curricula, teaching and learning materials in blended mode
    - ii. Capacity Building Program, introduction of Continuous Professional Development (CPD) - technology based teaching and learning material for Craft Instructors Training Scheme (CITS) program
  - d. Improved and Broadened Apprenticeship Training-This result area focuses on encouraging Small and Medium Enterprises (SMEs), to engage in Apprenticeship Training through the Industry Apprenticeship Initiative (IAI) grant. The IAI grant incentivizes Industry Clusters (ICs)/ Industry Associations to promote apprenticeship within its Member Business Organizations (MBOs).
- 1.1.5. Further details pertaining to each result area can be accessed via Operations Manual and Project Appraisal document of STRIVE from DGT website [www.dgt.gov.in/strive/](http://www.dgt.gov.in/strive/)
- 1.1.6. DGT, MSDE is the national level nodal agency for implementation of STRIVE. A National Steering Committee (NSC) has been formed to guide the execution of project at national level. A National Project Implementation Unit (NPIU) is housed within DGT, to assist the NSC for the implementation of the project.
- 1.1.7. Through this RFP, DGT intends to select one agency/firm from shortlisted external agencies to conduct tracer study of ITI graduates from project ITIs in the country to understand their career progression in the labor market. From the pool of shortlisted agencies (REoI Ref. DGT-35(4)/Tracer Study - STRIVE/2022-NPIU), DGT through this RFP process intends to select one agency/firm for conducting tracer study across project ITIs.

## **1.2. Definition of Terms**

- 1.2.1. "Bidder" means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the Selected Bidder (SB) with whom DGT signs the agreement for providing their services.
- 1.2.2. "Contract" is used synonymously with Agreement to be signed with one agency/firm that is selected through this RFP process (including the preceding REoI).
- 1.2.3. "Consultant" means a legally established professional agency/ firm or entity selected by the Client to provide the Services under the signed Contract.

- 1.2.4. "Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases, or any other electronic documents as per Information Technology (IT) Act 2000.
- 1.2.5. "Effective Date" means the date on which the contract is signed
- 1.2.6. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of the contract and the right to ownership and registration of these rights
- 1.2.7. "Timelines" means the project milestones for performance of the Scope of Work and delivery of the Services as described in the RFP
- 1.2.8. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal
- 1.2.9. "Quality and Cost Based Selection (QCBS)" refers to methodology for selection of bidders based on the total score calculated by weighing the technical and financial scores and adding them as per the formula and instructions in the data sheet. The agency/firm with the highest combined technical and financial score will be awarded for the tender
- 1.2.10. "Terms of Reference (ToR)" and "Scope of Work (SoW)" used synonymously, mean all Goods and Services, and any other deliverables as required to be provided by the selected bidder (SB) under this RFP.
- 1.2.11. "Pre-qualified/ Pre-qualification" is synonymous to bidders being eligible to participate in this RFP basis their shortlisting through the preceding REoI process done by DGT (REoI Ref. DGT-35(4)/Tracer Study - STRIVE/2022-NPIU)
- 1.2.12. "Technically Qualified/ Technical Qualification" is synonymous to bidders who have obtained the minimum qualifying technical score defined in the RFP and qualified for opening of financial bid.
- 1.2.13. "Contract Value" means, the aggregate amount quoted by the Service Provider (SP) in its commercial bid. If the Contract Value is increased due to change request, increase in tax rates/tax laws etc. in accordance with the terms of this Agreement, then the Authority shall have the right to seek additional Performance Guarantee to such increased extent of Contract Value and the penalties/liquidated damages etc. getting affected by such increase would be calculated based on such increase from the effective date of such increase in the Contract Value.

### 1.3. Bidding Data Sheet

S. No	Particulars	Details
1	Document ID	DGT-35(4)/Tracer Study - STRIVE/2022-NPIU
2	Release date	23 <sup>rd</sup> March 2023
3	Selection Method	Contract will be awarded to one Bidder with highest score based on "QCBS" method, subject to Bidder obtaining the Minimum Technical qualifying score in RFP.
4	Name of the Client / RFP issued by	Directorate General of Training (DGT)
5	Key Client Personnel	Director Incharge (Projects), Directorate General of Training (DGT), MSDE Kaushal Bhawan, B-2, Pusa Road, Near Karol Bagh Metro Station, Pillar No.95 New Delhi, Delhi 110005
6	Availability of RFP	RFP can be accessed at GeM portal
7	Last Date for Receiving Pre-bid Queries	All bid related queries shall be shared via E-mail on <a href="mailto:strive.dgt.proc@gmail.com">strive.dgt.proc@gmail.com</a> latest by 28th March 2023, 17:00 hrs.  Subject of pre-bid query emails should be "Pre-bid Queries – Tracer study RFP - <<Name of Bidder>>"
8	Pre-bid Meeting	Pre-bid Meeting shall be conducted on 29 <sup>th</sup> March 2023, 11:00 hrs at DGT, B2, Kaushal Bhawan, Karol Bagh, New Delhi - 110005
9	Response to pre-bid Queries	DGT shall respond to pre-bid queries within 05 working days from the pre-bid Meeting
10	Last Date of Submission of the Proposal	Proposals must be submitted before 16:00 hrs on 24th Apr 2023. Any proposal received after submission deadline shall be deemed as disqualified and returned unopened.
11	Validity of Bids	Bid shall be valid for a period of 180 days from the last date of proposal submission.
12	Opening of Technical Bid	The Technical Bid shall be opened by DGT within 05 working days of the bid submission date in front of Selection cum consultancy evaluation committee
13	Opening of Financial Bid	The Financial Bid shall be opened within 15 working days from the opening of the Technical Bid in presence of "Selection cum consultancy evaluation committee"
14	Letter of Award (LOA)	DGT shall communicate the final combined score of the bidders within 5 working days of opening of financial bid. The LOA will be shared along with the scores.
15	Earnest Money Deposit (EMD)	An amount of INR 4,50,000/- (Rupees four lakh fifty thousand only) to be submitted in the form of Bank Draft in favour of "PAO, MSDE"
16	Performance Security (Bank Guarantee)	The selected bidder shall submit Performance Bank Guarantee amounting to 10% of the contract value.

## **2. INSTRUCTIONS TO BIDDERS**

### **2.1. General Instructions**

- 2.1.1. Any Bidder shall not submit more than one bid for the project. Bid shall be valid for a period of 180 days from the last date of proposal submission.
- 2.1.2. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2.1.3. Failure to comply with the requirements of this paragraph may render the bid non-compliant and it may be rejected. Bidders must –
  - (a) Include all documentation specified in this RFP
  - (b) Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - (c) Comply with all requirements as set out within this RFP.
- 2.1.4. Consortium/ Joint Venture and Associations are not allowed as a part of this RFP. Any proposal of said nature received by DGT shall be considered as non-compliant and will not be evaluated or considered by DGT.
- 2.1.5. Sub-contracting is not permitted under this RFP. The bidder shall not do sub-contracting of any work whatsoever at any stage under the RFP, including the delivery phase post selection.
- 2.1.6. The bidder shall bear all costs associated with the preparation and submission of its Bid, and DGT shall not be responsible or liable for such costs, regardless of the conduct or outcome of the bidding process.
- 2.1.7. Bidders should submit only one bid which includes, both Technical and Financial proposal in two separate PDF documents (two-cover bid submission process), named appropriately for identification, and uploaded under corresponding tabs on the GeM portal.
- 2.1.8. The bid submission module of GeM portal enables the Bidders to submit their bid online against the tender published by the Nodal Authority. Bids can be submitted only from the Bid submission start date and before due date of submission specified in the bid. For participating in tender through GeM portal, it is necessary for Bidders to be registered users of the portal.

- 2.1.9. The complete bid documents must be uploaded on GeMportal on or before the specified time on Bid due date. Bids submitted in any other form like physical copies, fax, telex, telegram or e-mail shall not be entertained.
- 2.1.10. In exceptional circumstances, prior to the expiration of the bid validity period, DGT may request bidders to extend the period of validity of their bids. In case of bidder extending the bid, the bidder granting the request shall also extend the bid security adequately beyond the deadline of the extended validity period.
- 2.1.11. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this RFP shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party. In the event of such issues/differences were to persist, the Director General of Training (DGT), Ministry of Skill Development & Entrepreneurship (MSDE) will decide the matter which will be final and accepted by the parties.
- 2.1.12. All disputes, differences &/or claims arising out of these presents or as to the construction, meaning or effect here of or as to the rights & liabilities of the parties here under shall be settled by Arbitration to be held in New Delhi, in accordance with the provision of Arbitration and conciliation Act, 1996 or any Statutory amendments thereof and shall be referred to the role arbitrator of a person to be nominated by DGT, MSDE. In the event of death, refusal, neglect, inability or incapacity of the person so appointed to act as an Arbitrator. DGT, MSDE may appoint a new arbitrator the arbitrator shall be summary powers and his decision shall be final. The proceeding of arbitration shall be held in New Delhi.
- 2.1.13. The Bidding Process will be governed by, and construed in accordance with, the laws of India and the courts in New Delhi, India will have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

## **2.2. Pre-bid Meeting and Clarifications**

- 2.2.1. Pre-bid Meeting shall be conducted on 29<sup>th</sup> March 2023, 11:00 hrs at DGT, B2, Kaushal Bhawan, Karol Bagh, New Delhi -110005
- 2.2.2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach DGT via. email sent to [strive.dgt.proc@gmail.com](mailto:strive.dgt.proc@gmail.com) on or before 28<sup>th</sup> March 2023, 17:00 hrs. The queries should have reference to relevant sections of the RFP wherever applicable.
- 2.2.3. DGT shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications after the indicated date and time may not be entertained by the DGT.
- 2.2.4. DGT will endeavor to provide timely response to all queries. However, DGT makes no representation or warranty as to the completeness or accuracy of any response; neither

response nor does DGT undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all.

- 2.2.5. At any time prior to the last date for receipt of bids, DGT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- 2.2.6. The Corrigendum (if any) & clarifications to the queries from all bidders will be informed to all participants through email in reference to pre-bid conference. Any such corrigendum shall be deemed to be incorporated into this RFP.
- 2.2.7. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DGT may, at its discretion, extend the last date for the receipt of Proposals.

### **2.3. Earnest Money Deposit (EMD)**

- 2.3.1. An EMD of 4,50,000 (four lakh fifty thousand) in the form of Demand Draft/Banker's Cheque or Fixed Deposit Receipt or Bank Guarantee acceptable to the DGT, as per format of section 5.5, from any of the Scheduled Banks only drawn in favour of DGT "PAO, MSDE" and payable at New Delhi, must be submitted along with bid without which the bids shall be rejected as nonresponsive. The validity period of such a Demand Draft/Banker's Cheque or Fixed Deposit Receipt, or Bank Guarantee shall not be less than 90 (Ninety) days from the last date of submission of bid.
- 2.3.2. No interest shall be payable by the DGT for the sum deposited as Earnest Money Deposit.
- 2.3.3. The EMD of the unsuccessful bidders would be returned back within 30 days of signing of the contract with successful agency/firm.
- 2.3.4. In the case of the Selected agency/firm, EMD shall be retained till it has provided a Performance Security under the Contract.
- 2.3.5. The Selected agency/firm's EMD will be returned, without any interest, upon the selected agency/firm signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. The DGT may, at the Selected agency/firm's option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.
- 2.3.6. The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the DGT under the Proposal Documents and/ or under the Contract, or otherwise, under the following conditions:
  - a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive/collusive practice, undesirable practice or restrictive practice
  - b) If a Bidder withdraws its bids during the period of Bid validity as specified in this RFP;
  - c) In the case of Selected agency/firm if it fails within the specified time limit –
    - I. To sign and return the duplicate copy of LOI;
    - II. To sign the Contract; or
    - III. To furnish the Performance Security within the period prescribed thereof in the Contract; or

- IV. In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

## **2.4. Performance Bank Guarantee**

- 2.4.1. The DGT will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the notification of award, for a value equivalent to 10% of the contract value. The Performance Bank Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the agency/firm.
- 2.4.2. The Performance Guarantee shall be kept valid till completion of the project or contract i.e., till the final deliverables are signed off by DGT. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project or any delays whatsoever.

## **2.5. Bid Submission**

- 2.5.1. Shortlisting of the bidders by DGT basis preceding Expression of Interest (REOI) process is a pre-requisite for participating in this RFP process.
- 2.5.2. The RFP shall be submitted on GeM portal. A two-step process with separate Technical and Financial Bid submission and opening would be followed.
- 2.5.3. Basic details such as name, address, telephone number, and email of the bidder should be clearly mentioned and same shall be used for all communication pertaining to bid process.
- 2.5.4. Proposals must be submitted latest by 16:00 hrs on 24<sup>th</sup> April 2023 on GeM portal.
- 2.5.5. The financials of the bid should NOT be indicated in the Technical Proposal. The failure to comply shall lead to rejection of bids.
- 2.5.6. Technical Proposal shall consist of supporting proofs and documents as defined in Section 3 of the RFP. Bidder shall submit all the required documents as per format mentioned in the Section 5.2 of this RFP document.
- 2.5.7. Conditional bids are liable to be rejected.
- 2.5.8. DGT shall not be responsible for delay or non-receipt of the documents/bids. Any proposal received after submission deadline shall be deemed as disqualified.



- 2.5.9. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 2.5.10. The original proposal/bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- 2.5.11. All pages of the bid shall be duly initialed and stamped by the authorized representative of the respective firm.
- 2.5.12. The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.
- 2.5.13. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DGT to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- 2.5.14. DGT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.5.15. The Proposal should be filled by the Bidder in English/hindi language.
- 2.5.16. The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of bid.

## **2.6. Termination**

DGT may terminate the contract immediately upon written notice to agency/firm if:

- a) Agency/ firm is unable to perform the services or have materially or repeatedly breached any of the terms of the agreement
- b) Agency/ firm performs the services in a manner which is unsatisfactory to DGT. Agency/ firm become bankrupt (or, in the case of a partnership, any of their partners becomes bankrupt), are adjudicated insolvent, have a liquidator or an administrative or other receiver appointed to manage their affairs or have an order made against agency/firm that agency/firm be wound up or cease to carry on all or substantially all of their business.
- c) DGT reasonably determine that such termination is required in accordance with applicable law, regulations or professional obligations (including as a result of circumstances that threaten our professional independence or create a potential conflict of interest); or the Contract is terminated.
- d) Such termination shall be without prejudice to any rights we might have which accrued prior to termination.

## **2.7. Intellectual Property Rights**

- a) DGT will own all rights, title and interest in and to all data, reports, frameworks, specifications, designs, models, analyses, inventions, programs and other property or materials (collectively, the "Works") that agency/firm or, if an entity, employees, officers, managers, directors or agents (collectively, "Personnel") develop in connection with the provision of the services including all copyright interests and intellectual property rights in the design and development of the e- learning materials. Agency/firm shall perform all such acts as may be reasonably necessary for the purpose of perfecting the assignment to us of all copyright and other intellectual property rights in the Works. Agency/firm hereby waive all moral rights in all jurisdictions.
- b) Agency/firm acknowledges that during the performance of their services, they may gain access to certain methodologies, frameworks, know-how, products, processes, ideas, interpretations, models, documentation, manuals, software, discs, reports, research, working notes, papers, data, specifications, designs, analyses, inventions and/or similar items ("Materials") which are proprietary to DGT or other third parties. Agency/firm agrees that this contract shall not operate to transfer any intellectual property rights or copyright interests in such Materials to them, and DGT (or their DGT and other third parties, as the case may be) shall continue to retain all intellectual property rights and copyright interests in such Materials.
- c) Agency/firm shall not copy, reproduce, translate, adapt, vary, modify, disassemble, or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by us in writing.

## **2.8. Confidentiality**

In course of providing the services Agency/firm will be privy to confidential information of DGT businesses and system of work. Agency/firm agrees that they will use such Confidential Information only in compliance with their obligations under the concerned contract, that agency/firm will not disclose such information to any third party except to the extent required by law and that Agency/firm will, in relation to confidential information which comes into their possession during the performance of the subcontract, comply with the confidentiality obligations placed upon us by the contract as if agency/firm were a party to the contract in DGT place. These restrictions do not apply to information which has entered the public domain, or which has been disclosed to agency/firm by a third party who is not subject to any restriction on disclosure.

## **2.9. Data Protection**

To the extent agency/firm collect, use, store or otherwise process (collectively, "Process") Confidential Information that can be linked to specific individuals ("Personal Data") in connection with the performance of their Services under a contract, agency/firm shall process such personal data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology Act, 2000 (the "Act"), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "Rules")

Without prejudice to the generality of the preceding clause, agency/firm represents that agency/firm shall implement and maintain reasonable security practices and procedures (including, without limitation, managerial, technical, operational and physical security control measures) designed to protect such Personal Data against unauthorized access, damage, use, modification, disclosure or impairment, as required by the Rules ("Data Protection Procedures"). Agency/firm shall not further disclose or transfer Personal Data to any other person or entity, except as required by applicable law or court order.

Agency/firm shall not retain Personal Data for longer than is reasonably required for the performance of their Services.

## **2.10. Governing Law and Jurisdiction**

This RFP shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the subsequent contract, any contract hereunder services shall be subject to the exclusive jurisdiction of the Indian courts.

## **2.11. Removal and/or Replacement of Personnel**

Except as DGT may otherwise agree, no changes shall be made in the personnel. If, for any reason beyond the reasonable control of the agency/firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the agency/firm shall forthwith provide as a replacement a person of equivalent or better qualifications.

## **2.12. Force Majeure**

2.12.1 Force Majeure" shall mean any event or circumstance or combination of events or circumstances that materially and adversely affects, prevents or delays any party in performance of its obligation in accordance with the terms of the agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have been prevented through good industry practice or, in the case of construction activities, through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have the same effect upon the performance of any contractor shall constitute Force Majeure with respect to the bidder. The parties shall ensure compliance of the terms of the agreement unless affected by the Force Majeure events. The bidder shall not be liable for forfeiture of its implementation/ performance guarantee, levy of penalties, or termination for default if and to the extent that his delay in performance or other failures to perform his obligations under the agreement is the result of Force Majeure.

### **2.12.2 Force Majeure events**

- a. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences

shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.

- b. Without limitation to the generality of the foregoing, Force Majeure event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements.
- c. Natural events to the extent they satisfy the foregoing requirements including:
- d. Any material effect on the natural elements including lightning, fire, earthquake, cyclone, thunder, flood, storm
- e. Explosion or chemical contamination (other than resulting from an act of war)
- f. Epidemic such as plague
- g. Any event or circumstance of a nature analogous to any of the foregoing.
- h. Other events (Political Events) to the extent that they satisfy the foregoing requirements including:
  - i. Political events which occur inside or outside or involve directly the State Government and the Central Government (Direct Political Event), including:
  - j. Act of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, an act of terrorism or sabotage
  - k. Strikes, work to rules, go-slows which are either widespread, nation-wide or state-wide and are of political nature
  - l. Any event or circumstance of a nature analogous to any of the foregoing.
- m. Force Majeure exclusions
  - i. Force Majeure shall not include the following events and/or circumstances, except to the extent that they are consequences of an event of Force Majeure
  - ii. Unavailability, late delivery
  - iii. Delay in the performance of any contractor, sub-contractor or their agents
- n. Procedure for calling Force Majeure

The affected party will notify to the other party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event, within 5 (Five) days after the affected party comes to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the agreement.

## **2.13 Contract Obligations**

Within 15 (fifteen) working days of receipt of the communication, the selected bidder shall sign the contract and return it to the Project Director, DGT. Upon signing of contract, the terms and conditions contained therein, and, in the RFP, document shall take effect.

## **3. BID OPENING AND EVALUATION**

### **3.1. Opening and Evaluation of the Bids**

- 3.1.1. DGT has constituted a “Selection cum consultancy evaluation committee” to evaluate the responses of the bidders, the decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the committee.
- 3.1.2. The “Selection cum consultancy evaluation committee” reserves the right to reject any or all proposals on the basis of any deviations. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- 3.1.3. The Financial Proposals of only compliant bids shall be opened in presence of “Selection cum consultancy evaluation committee”
- 3.1.4. For timely evaluation of the bids, the DGT “Selection cum consultancy evaluation committee” may, at its discretion, seek any clarification from bidders with regards to technical proposal and related supporting documents submitted by the bidders.
- 3.1.5. If the Bidder does not provide clarifications about its bid by the date and time set in the DGT’s request for clarification, the bids shall be evaluated on the basis information available in the submitted proposal.

### **3.2. Evaluation and Selection Methodology**

- 3.2.1. All responsive bids that comply with terms and conditions of the RFP, will be considered for further evaluation by the DGT. The decision of the Committee will be final in this regard.
- 3.2.2. Financial bid of only those bidders shall be opened and further considered who qualified the minimum technical score (Technically Qualified Bidders).
- 3.2.3. Tender will be awarded to the Bidder with the highest score based on QCBS methodology, subject to Bidder obtaining the minimum technical qualifying score.
- 3.2.4. The Financial Bids of technically qualified bidders (i.e., with 70 and above marks in Technical) will be accessed on prescribed date in the presence of bidder representatives.

- 3.2.5. Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- 3.2.6. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- 3.2.7. The total bid price as provided in financial bid format shall be used by the Selection cum consultancy evaluation committee for the purpose of financial evaluation of bids. Financial Bid Score (SF) shall be calculated for each Bid in percentage. It will be computed as follows:  
 $SF = 100\% \times (FL / F)$ ; where:  
 F is the Total Bid Price quoted in the Bid under consideration  
 FL is the value of the lowest Financial Bid of technically eligible bidders
- 3.2.8. Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.”
- 3.2.9. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.

### 3.2.1 Combined Evaluation

3.2.1.1 The technical and financial scores of the shortlisted bidders shall be taken into consideration for the Combined QCBS Evaluation based on the weightage as under:

Technical bid score weightage (T %)	Financial score weightage (C %)
70%	30%

3.2.1.2 Description of variables used:

- ST is the Technical Score for each Bid as calculated out of 100%
- SF is Total Financial bid Score (normalized) for each Bid

3.2.1.3 Bids will be ranked according to their combined Technical Score (ST) and Financial Score (SF) using the weights (T = the weight given to the Technical Bid; C = the weight given to the Financial Bid; T + C = 100%)

3.2.1.4 Total Score (TS) for each Bid shall be computed as follows:

$$TS = ST \times 70\% + SF \times 30\%$$

3.2.1.5 The agency/firm achieving the highest combined technical and financial score will be awarded the tender. The Decision of the committee pertaining to the evaluation of proposals shall be final. No correspondence will be entertained in this regard.

**3.2.2 Clarifications:**

3.2.2.1 When deemed necessary, during the bid evaluation process, the Evaluation Committee may seek clarifications or ask the Bidders to make technical presentations on any aspect(s). However, that would not entitle the Bidder(s) to change or cause any change in the substance of the bid submitted or the price quoted.

3.2.2.2 Failure of a bidder to submit additional information or clarification as sought by the Committee within the prescribed period will be considered as non-compliance and proposal may get evaluated based on the limited information furnished along with the bid proposal.

**3.3. Evaluation Matrix for Technical Bids**

S No.	Basic Requirement	Evaluation pattern	Score Allocation	Documents to be submitted
<b>A</b>	<b>Bidder's profile</b>		<b>10</b>	
A1	Breadth of coverage of company (National & State level) - The bidder should have offices in more than 10 project States. At least one office in each of project state is sufficient for representation (Details of project state are attached in the Annexure 5.6)	Offices across project states a) Offices in less than 10 states-0 mark b) Offices in 10 States and above – 4 marks	4	Certificate by HR on the company letter head with details of registered office address across the project States. (Refer Annexure 5.2 - Tech B2)
A2	Number of Key experts in the organisation with relevant qualifications and experience as per TOR	Availability of Key-experts with Agency/firm a) 10 to 15 key experts -2 marks b) 16 to 20 key experts -4marks c) 21 and above key experts -6 marks	6	Certificate by HR of the company about list of candidates with relevant experience, qualifications & project completion (refer Annexure 5.2 - Tech C)
<b>B</b>	<b>Financial capability</b>		<b>10</b>	

S No.	Basic Requirement	Evaluation pattern	Score Allocation	Documents to be submitted
B1	Turnover - The bidder should have minimum annual average turnover of INR 20 crore during the last three financial years (i.e., 2019-2020, 2020-21 and 2021-22).	i. INR 20 Crore to INR 50 Crore -2 marks ii. More than INR 50 Crore -5 marks	5	i. Certificate from the Chartered Accountant (refer Annexure 5.2 - Tech D) ii. Copies of audited Balance Sheet, Profit & Loss Statements for last three consecutive financial years (i.e., 2019-2020, 2020-21 and 2021-22)
B2	Financial Strength	Bidder should have positive Net Worth for the last three financial years (i.e., 2019-2020, 2020-21 and 2021-22).	5	Certificate from the Chartered Accountant certifying positive Net Worth of the bidder firm (refer Annexure 5.2- Tech D)
<b>C</b>	<b>Relevant Work Experience</b>		<b>10</b>	
C1	Number of completed projects in vocational skills training programs, labour market – 0.5 marks for each completed project (max 5 marks)		5	Copy of work order, contract /agreement project implementation / letter from engaging body / completion certificate/ contract Document or equivalent. (refer Annexure 5.2 - Tech E)
C2	Number of completed projects in relevant domain (tracer studies/research -based deliverable)- 1 marks for each completed project (max 5 marks)		5	
<b>D</b>	<b>Project team and key experts' qualifications and competence for the assignment</b>		<b>30</b>	
D1	Breakdown of marks: <b>Team leader (01) - 15 marks</b> 1 Total year of experience – 6 marks ➤ Experience less than 10 Years- 0 mark ➤ Experience 10 years to 13 years - 2 mark ➤ Experience more than 13 years to 15 years - 4 marks ➤ Experience more than 15 years - 6 marks 2 Educational qualifications & certifications -3 mark 3 Relevant projects executed – 6 marks Involvement in number of projects in relevant domain (tracer studies/research -based		15	(Refer Annexure 5.2- Tech F)



S No.	Basic Requirement	Evaluation pattern	Score Allocation	Documents to be submitted
	deliverable)- 1 marks for each project (max 6 marks)			
D2	<b>Researcher (02) – 7.5 marks*2=15 marks</b> 1 Total year of experience – 4 marks ➤ Experience less than 7 Years- 0 mark ➤ Experience 7 years to 10 years - 2 mark ➤ Experience more than 10 years - 4 marks 2 Educational Qualifications – 1 mark 3 Relevant projects executed – 2.5 marks ➤ Involvement of projects related to data management and analysis using statistical software and econometric tools- 0.5 marks for each project (max 1 marks) ➤ Involvement in project related to skill development / TVET domain- 0.5 mark of each project (max 1.5 marks)		15	
E	Approach and methodology, understanding of scope of work or terms of reference (Write up)		40	Refer Annexure 5.2 - Tech H & I
<b>Maximum Technical Score</b>			<b>100</b>	

3.3.1. The Bidder must meet minimum requirement on all criteria mentioned above as “Mandatory” and must obtain minimum qualifying Technical Score of 70 out of maximum Technical Score of 100 for being termed as Technically Qualified and be eligible for opening of Financial Bid.

3.3.2. Evaluation Committee shall evaluate the technical capability of the eligible bidders based on the information supplied and supporting documents submitted in the proposal. Any information, not fully substantiated by the supporting document, may not be considered for evaluation. In this regard, the Committee may ask to submit additional information/clarification/document from the bidders. Marks will be assigned as per document-based evaluation to be done basis marking criteria as defined above.

### 3.4. Notification of Award and Contract Signing

3.4.1. DGT will award the Contract to the successful bidder whose combined evaluation score will have highest or maximum score

3.4.2. DGT reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract,

without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for its action.

- 3.4.3. Prior to the expiration of the bid validity period, DGT will notify the successful bidder(s) in writing or via email, that their proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, DGT, may request the bidders to extend the validity of the bid.
- 3.4.4. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, DGT will notify each unsuccessful bidder.
- 3.4.5. DGT will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the notification of award, for a value equivalent to 10% of the contract value. The Performance Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the agency/firm.
- 3.4.6. DGT may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.
- 3.4.7. After DGT notifies the successful bidder(s) that its proposal has been accepted, DGT shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between DGT and the successful bidder.
- 3.4.8. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP, contract will not be awarded to the bidder with second highest combined technical and financial score. Further, in the above scenario, Bid will be invited again. Also, DGT shall invoke the EMD of bidder with highest combined technical and financial score as most responsive bidder.

## **4. TERMS OF REFERENCE**

### **4.1. Objective**

- 4.1.1. The objective of this consulting assignment is to engage a consulting firm/agency ("Consultant") to carry out a tracer study of trainees from project ITIs in the country to understand their career progression in the labor market. The Tracer Study should provide feedback for improvements in TVET. A broad range of aspects of employment and work as well as prior learning experiences shall be included. Not only simple descriptive findings will be produced, but the Tracer Study shall try to explain the causes of employment outcomes (professional success) and analyze the impact of various aspects of TVET.

4.1.2. The objective of this Terms of Reference is to select an organization/Firm (Consultant) that will be responsible for conducting a survey, delivering quality data analysis according to the expectations and protocols, within a timeframe defined by the NPIU.

## 4.2. Scope of Work

The Agency/firm will be responsible for collecting and analyzing quality data according to the expectations and protocols, and within a timeframe. For the survey, the major duties of the agency/firm will include:

4.2.1. ITI Training Programs: Assess the impact of the ITI training programs in terms of relevance, effectiveness, efficiency and sustainability. This should cover:

- Usefulness of training obtained
- Trainee satisfaction with training received
- Labor force participation and employment rates of graduates with gender and social background (SC/ST) disaggregation

4.2.2. Candidate Profile: Analyze the diversity and socio-economic background of the graduates, assess graduates/pass-outs satisfaction level relating to the type of ITI training attended, job placement, future aspiration etc.

- Social and economic enablers and barriers facing graduates in securing valued employment
- Employment and income status of the graduates prior to their training in ITI and post training during employment
- Type of employment - wage employment, self-employment, apprenticeship; permanent/temporary, full-time/part-time
- Wage levels of the graduates if employed-full-time/part-time; income levels if self-employed; and allowances if apprenticeship-formal or informal
- Time taken to get first employment by the graduates and employment history and increase in wage with each change of job
- Sector of employment (if employed in the same sector/skills the graduates learnt)
- Job/occupation characteristics if employed or self-employed
- Job search methods used
- Reasons for unemployment or not joining the labor force and current activities (including further education and training etc.)

4.2.3. Employer Feedback: Obtain the views and opinions of employers on the impact, quality and relevance of graduates from STRIVE ITI training programs.

- Practical know-how of the graduates
- Soft skills and professionalism

4.2.4. State Impact: Map the findings from the Tracer Study conducted by the States with the National Tracer Study

### 4.3. Target Population

The tracer study shall be conducted across project ITIs in line with scope of work mentioned in the section to assess the long-term training interventions of graduates graduated in August 2022 (from one year course in 2021-22 and from two-year course in 2020-22). The graduates will be traced after six months of graduation (from date of result announcement) to check on his/her labour market outcome and career progression after graduation. Secondly, the target population must include the employers [industry cluster, apprenticeship, wage employment] of the graduates.

#### 4.3.1 Sample size of Graduates

Suggested sample size and mode of data collection envisaged for the tracer study is as follows:

- a) The study will cover sample from over 80% of the 500 ITIs of the program i.e. more than 400 ITIs (preferably 424).
- b) In reference to graduated trainee, the sample size should ensure capturing minimum of 10% of the population of ITI graduates from each of the project ITIs. The approach for sample selection is provided in the table below:

Range of graduates	Number of ITIs whose trainee graduated in the range	Number of graduates to be taken as sample from each of ITI	Total
0-100	64	20	1280
100-250	194	20	3880
250-500	103	25	2575
500-1000	58	50	2900
>1000	5	100	500
<b>Grand Total</b>	<b>424</b>		<b>11,135</b>

#### 4.3.2 Sample size of the employers

Employers of 30 percent of selected graduates to be interviewed who have provided wage employment. (Preferably employers who have provided employment to least 15 graduates are to be considered for interviews).

### 4.4. Methodology

The methodology must be reflective of the analysis desired in the 'Scope of Work.' Further, it must include steps for visiting ITIs, obtaining list of trainees from which to sample, preparing the random sample of trainees to be traced and the procedure to be followed by field investigators for reaching out to trainees and interviewing them. It must clearly outline the key approaches including the stages of the study, data collection methods, analysis and report writing. The methodology must ensure national representation of data including but not limited to urban/rural, SC/ST/ OBC status, minority status, disability, education, household economic status, age and sex segregation for the findings related to the quantitative aspects of the study. The sample should also include

representation at the trade level and cover both engineering and non-engineering trades. Even within subgroups—single, married, disabled—there may be significant differences in education and skills levels, which may have implications on tracer study output. Survey questions about employment status/occupation should consider several response options to account for many roles trainees may play, including their unpaid household work and farm labor. The study must include case studies of best performing ITIs and success stories of trainees. Wherever applicable, the study must highlight renowned industries where the candidates are placed nationally/internationally, candidates that represented the country at national/ international forums (ex. World Skills Competition), and entrepreneurs that have generated employment opportunities for others by starting their own business.

#### 4.5. Duration of the engagement

- 4.5.1. The consulting services are being desired for a duration of 8 months from the date of contract signing.
- 4.5.2. The engagement should commence within 15 days from the signing of the contract.
- 4.5.3. Further, no cost extension shall be considered depending upon need for the assignment & performance of consultant.

#### 4.6. Outputs/Deliverables

S. No.	Phase	Key Deliverables	Timelines
1	<b>Inception Phase</b>	An inception report covering following: <ul style="list-style-type: none"> <li>Roadmap of the project</li> <li>Detailed workplan of activities</li> <li>Defining project objectives and deliverables</li> <li>Detailed methodology</li> <li>List of stakeholders for interaction (Including Team Mobilization and Training of the Team to be positioned)</li> </ul>	T+15 days
2	Tracer study Framework: <b>Design Phase</b>	Finalization of Study Instruments (including Manual for Surveyors) <ul style="list-style-type: none"> <li>Pilot Study (5% of sample size)</li> <li>Sampling type, sampling size</li> <li>Finalization of participants (sample groups) for surveys</li> <li>Finalization of questionnaire</li> </ul>	T+60 days
3	Data Collection:	Completion of Field Survey and submission of raw data (Supporting documentary evidence like photo, geotagging etc.)	T+150 days
4	Implementation Phase		
4a	Clean data in agreed electronic format and analysis (to be made available to the		T+180 days

	NPIU)	
4b	Draft Report	T+205 days
4c	<ul style="list-style-type: none"> <li>Final Report</li> <li>Workshops for NPIU &amp; SPIU on findings post interaction with employer</li> <li>Presentation on the findings, post compilation of final report after interaction with sample graduates and ITIs and analysis of their responses</li> <li>Preparation of final presentation which will be submitted to the World Bank upon completing the final report with feedback of intermediary workshops with Stakeholders.</li> <li>Knowledge sharing – findings to be shared with all the key stakeholders</li> </ul>	T+240 days

T: Date of signing of contract

#### 4.7. Team Composition of the Firm/Organization Required

The team members of Firm/Organization should comprise of following team members/ manpower to conduct the study. The number of positions is indicative and actual number of positions to be decided by the firm/organization for timely completion of the assignment. Position wise required qualification and experience is depicted in the table below:

Designation	Key Tasks	Minimum Qualification	Experience
<b>Key Experts</b>			
Team Leader (Program Management)  1 Position  Duration of engagement:  Complete duration of assignment	<ul style="list-style-type: none"> <li>Lead, manage, and supervise the assignment</li> <li>Co-ordinate with NPIU, World Bank and other client stakeholders</li> <li>Drive the project design, methodology, surveys, data analysis and report preparation</li> </ul>	Master's degree or higher in management, statistics, economics, social science, social work, or related discipline.	<ul style="list-style-type: none"> <li>Minimum of 10 years' total experience in designing and leading assessment studies in India out of which at-least 5 years to be related to education, skill development, technical &amp; vocational skills training programs</li> <li>Demonstrated experience in conceptualizing and implementing impact evaluation / tracer studies.</li> </ul>

Designation	Key Tasks	Minimum Qualification	Experience
	<ul style="list-style-type: none"> <li>Be responsible for the completion of deliverables/report</li> </ul>		<ul style="list-style-type: none"> <li>Experience of similar work in technical &amp; vocational education sector shall be given preference</li> <li>Excellent communication and report writing skills in English</li> </ul>
Researcher – 2 Positions Duration of engagement: 8 months each	<ul style="list-style-type: none"> <li>Carry out research works, conduct data analysis, train and supervise survey of field enumerators; ensure the quality of data collection.</li> <li>Work with the Team Leader in report preparation.</li> <li>Prepare analytical dashboards for client reference / project</li> </ul>	Master's degree or equivalent in economics, statistics, mathematics or equivalent. Proficient knowledge of statistical software (STATA/SPSS/SAS).	<ul style="list-style-type: none"> <li>At least 7 years of experience in managing data processing, data assurance and data transfers in surveys in India.</li> <li>Demonstrated experience/skills in data management and analysis using statistical software and econometric tools</li> <li>Experience in the skill development / TVET domain is desirable</li> </ul>
<b>Non - Key Experts</b>			
Field Team Members /Surveyors: For complete duration of data collection.	Carry out data collection	Master's degree with at-least 2 years of experience or Bachelors' degree with at-least 4 years of experience.	<ul style="list-style-type: none"> <li>At least 2 years of experience in implementing surveys in and managing fieldwork on surveys in India.</li> <li>Good knowledge of local language(s).</li> </ul>

Note: The estimated number of personnel is tentative, and the agency/ firm may deploy personnel based on the timeline of requirement and deliverables— subject to NPIU's approval.

The key experts are expected to be deployed in their own offices for the entire duration of the engagement. The surveyors may be deployed or shall move to different locations basis the visit plan developed by the agency/ firm as part of this engagement.

#### 4.8 Payment Milestones

The consulting agency’s payments will be linked to satisfactory completion of contractual deliverables. and will be paid according to the below deliverable schedule:

S. No.	Milestones/Deliverables	Payment
1	Submission and Acceptance of Inception Report (T+15 days)	10%
2	Submission and Acceptance of Design Phase report (T+60 days)	20%
3	Submission and Acceptance of Implementation Phase report (T+150 days)	20%
4	Submission and Acceptance of draft tracer study report (T+205 days)	20%
5	Submission and Acceptance of Final tracer study report / dashboards acceptable to the client (T+240 days)	30%
	Total	100%

T= Date of Contract Signing

The agency/firm shall submit invoices in accordance with the milestones and timelines defined in the table above. A lump-sum price (fees + expenses) shall be quoted by the agency/ firm and payment payable shall be aligned to the above table.

#### 4.9 Reporting

The agency/firm will work closely with NPIU on the engagement. Additionally, NPIU will perform the following activities:

- a) Provide a complete list (name, address, etc.) of project public and private ITIs from which the study sample will be selected
- b) Review and approve the study design, plan, and draft tools in consultation with the World Bank.
- c) Facilitate the field-investigators work with respect to cooperation from states and ITIs such as by providing a letter of introduction and endorsement of the study
- d) Review the data entry and analysis and approve the draft and final report in consultation with the World Bank.

#### 4.10 Copyright

All study materials and data from the study will be the sole property of the NPIU/MSDE. The agency/firm will submit all the materials, secondary and primary, including the filled



questionnaires, collected for the purpose of the study, and any password(s) to access the dataset.

## 5. ANNEXURES

### 5.1. Format for sharing pre-bid queries

BIDDER'S REQUEST FOR CLARIFICATION			
<i>&lt;&lt;Name of Agency/firm submitting query / request for clarification&gt;&gt;</i>			
<i>&lt;&lt;Details of the concerned bidder representative sharing the pre-bid queries&gt;&gt;</i>			Tel:
			Fax:
			Email:
S. No	RFP Reference (Section No. / Page No.)	Content of RFP requiring clarification	Points of clarification required
1			
2			
3			
4			

## 5.2. Bidding formats for Technical Bid

### Tech A-Letter of Proposal

[Location, Date]

To,

Director Incharge (Projects),  
Directorate General of Training (DGT)  
Ministry of Skill Development and Entrepreneurship  
Government of India  
B-2, Kaushal Bhawan  
Pusa Road, Karol Bagh - 110005

**Subject:** Submission of proposal in response to the RFP for selection of agency/firm to conduct a Tracer Study to assess employment outcomes of ITI Graduates from Skills Strengthening for Industrial Value Enhancement (STRIVE) Project ITIs at National level (RFP Ref. No[●])

Dear Sir/Madam,

We, the undersigned, offer to provide the services/job for in accordance with your Request for Proposal (RFP Ref. No[●]) dated [●Insert Date]. We are hereby submitting our Proposal, which includes technical bid & the financial bid in separate folders/attachment.

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

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid as per bid validity period stipulated in the RFP document.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations. We understand you are not bound to accept any proposal you receive.

Yours Sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm/Agency:

Address:

## Tech B1-Format to share agency/firm Particulars

The table below provides the format in which general information about the bidder must be furnished

S. No.	Information	Details
1.	Name of Bidding firm/agency:	
2.	Address and contact details of Bidding firm/agency:	
3.	Office Address	
4.	Firm/Company Registration Number and Year of Registration	
5.	Web Site Address	
6.	Area of Business/Services of the Firm/agency	
7.	Status of Company/firm (Public Ltd., Private Ltd., LLP etc.)	
8.	Firm/ Company's GST Registration No.	
9.	Firm/ Company's Permanent Account Number (PAN)	
10.	Name of the Authorized Signatory with phone number and e-mail id	
11.	Name, Designation and Address of the contact person to whom all references shall be made regarding this tender:	
12.	Telephone number of contact person:	
13.	Mobile number of contact person:	
14.	Fax number of contact person:	
15.	E-mail address of contact person:	

Note: Details filled in this form must be accompanied by relevant documentary evidence, to verify the correctness of the information.

### Signature & Seal of the Bidder

**Date:**

**Tech B2- Agency/firm- breadth of coverage**

S.NO	State	District	Office address with Pin code	Contact details Name (SPOC) & Phone

**Tech C- Certificate by HR of the Agency / firm about list of candidates with relevant experience, qualifications & project completion**

S No	Name of the Resource	Designation	Highest Qualification	Total Experience (in years)	Title of project completed by key experts
1					
2					
3					
4					
5					
6					
7					
8					

### Tech D-Format to share Financial Details

(To be submitted duly signed by Statutory Auditor of the bidder on its letter head)

Annual Turnover & Net worth Details of the bidder

Sr. No.	Years	Turnover Details (in INR)	Net worth (in INR)
<b>A</b>	2019 - 20		
<b>B</b>	2020 - 21		
<b>C</b>	2021 - 22		
<b>Average Annual Turnover (A+B+C)/3</b>			

\*Audited Balance Sheets and Profit & Loss statements of the Bidder for each of the last 3 audited financial years FY 19-20, FY 20-21 & FY 21-22 shall submitted as supporting evidence.

**Tech E-Format for summary sheets of prior work experience**

Assignment name:	Approx. value of the contract (in INR):
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 INR):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated agency/firms:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

**Tech F-Proposed Human Resources & format for CV sharing of Project team and key qualifications and competence for the assignment**

**CURRICULUM VITAE (CV)**

Position Title and No.	
Name of Staff:	
Date of Birth:	
Country of Citizenship/Residence	
Summary of nature of experience	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

S.No.	Period/ duration	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Training & Publications

Adequacy for the Assignment:

Detailed Tasks Assigned on agency/firm's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in ToR in which the Expert will be involved}	Name of assignment or project: Year: Location: Client:



	Main project features: Position Held: Activities Performed:

**Staff's contact information:** (e-mail....., phone .....) )

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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Name of Expert	Signature	{day/month/year} Date
Name of authorized Representative of the agency/firm (the same who signs the Proposal)	Signature	{day/month/year} Date

## Tech G-Self-declaration for non-blacklisting

(To be submitted on the Letterhead of the responding agency/firm)

[• Place]

[• Date]

Ref: RFP Notification no [• ] dated [• <dd/mm/yy>]

To,

The Director (Project) Directorate General of Training  
Ministry of Skill Development and Entrepreneurship, Kaushal Bhawan,  
B-2, Pusa Road, Near Karol Bagh Metro Station, Pillar No.95 New Delhi, Delhi 110001

Dear Sir,

In response to the “RFP for shortlisting of agency/firm to conduct a tracer study to assess employment outcomes of trainees graduated in the year FY 2021-22 from Skills Strengthening for Industrial Value Enhancement (STRIVE) project ITIs at national level”. I/We hereby declare that presently our company/firm (Name of the agency/firm/ organisation) is having unblemished record, and any of our related entities related to examination business in India is neither blacklisted nor debarred by any PSU or Any Regulatory Body or Government of India or State Government or any of its agencies for any reasons whatsoever.

Place: [•]

Date: [•]

Bidder's Company Seal: [•]

Authorized Signatory's Signature: [•]

Authorized Signatory's Name and Designation: [•]

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder.

## **Tech H -Description of technical approach and methodology for performing the assignment**

Technical Approach and Methodology are key components of the Technical Proposal. The agency/firm will present its Technical Proposal (inclusive of charts and diagrams) divided into the following chapters:

- a) Technical Approach and Methodology
  - b) Work Plan
- 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 and delivery dates of the reports. The proposed work plan should be consistent with the technical approach & methodology showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-I.

**Tech I- Work Schedule & Time schedule**

Outline here the Work Schedule/Plan and Time Schedule, as per following proforma:

No	Activity	Weeks												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

Notes:

1. Indicate all main activities of the project, including delivery of reports i.e., deliverables as per TOR and other benchmarks such as client’s approvals.  
Duration of activities shall be indicated in the form of a bar chart.

**5.3. Bidding formats for Financial Bid**

**Fin A – Letter of Financial Bid**

[Location, Date]

To,

Director Incharge (Project),  
 Directorate General of Training (DGT)  
 Ministry of Skill Development and Entrepreneurship  
 Government of India  
 B-2, Kaushal Bhawan  
 Pusa Road, Karol Bagh - 110005

**Subject:** Submission of proposal in response to the RFP for selection of agencies for to conduct a tracer study to assess employment outcomes of trainees, graduated from Skills Strengthening for Industrial Value Enhancement (STRIVE) project ITIs at national level (RFP Ref. No[●])

Dear Sir,

Dear Sir/Madam,

We, the undersigned, offer to provide the services for RFP Ref. [●] in accordance with your Request for Proposal dated [●Date] and our Proposal (Technical and Financial Proposals).

Our attached Financial Proposal is for the sum of [●] <Amount in words and figures>. This amount is inclusive of the local taxes.

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. Costing indicated in Financial/ Financial Bid attached with our Tender in accordance with the process.

Details of the financial bid are provided in Fin-A which constitutes our final financial bid.

Yours Sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Fin B – Financial Bid Format**

**FIN B1-SUMMARY OF COSTS**

S.No.	Particulars/ Items	Amount in Figure (Rupees)	Amount in words (Rupees)
1.	Total Costs of Financial Proposal		
2.	GST/Any other tax		
	<b>Total Cost of Financial Bid (Including applicable Taxes)</b>		

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of firm/agency: \_\_\_\_\_

Address: \_\_\_\_\_

**FIN B2: Breakdown of Costs by Activity**

S.No.	Description	Total Amount in Rupees (in figures)	Total Amount in Rupees (in words)
1.	Remuneration		
2.	Reimbursable Expenses		
	Subtotals		
	Tax payable in India		
	TOTAL		

**Total = \_\_\_\_\_ Amount in Rupees**

(Amount in Words): (Rupees \_\_\_\_\_ Only)

**FIN B3-Breakdown of Remuneration**

S.No	Name	Position	Per man-day	Total



**FIN B4: Breakdown of Reimbursable Expenses**

S.No.	Description	Unit	Unit Cost	Total
	Per diem allowances	Day		
	Flight / train / any other mode of travel	Trip		
	Miscellaneous travel expenses	Trip		
	Communication costs			
	Drafting and report finalization			
	Equipment, instruments, materials, supplies, etc.			
	Local transportation costs			
	Any other (pls specify)			
	<b>Total</b>			

Our attached Financial Proposal is for the sum of [●] <Amount in words and figures> (B). This amount is inclusive of the local taxes.

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## 5.4. Format for Performance Bank Guarantee (PBG)

### PERFORMANCE SECURITY:

To

Director Incharge (Projects),  
Directorate General of Training (DGT)  
Ministry of Skill Development and Entrepreneurship  
Government of India  
B-2, Kaushal Bhawan  
Pusa Road, Karol Bagh - 110005

### WHEREAS:

- A) .....(the “**Consultant/agency/firm**”) and the Director Incharge (Projects), DGT, Ministry of Skill Development and Entrepreneurship, Government of India (the “DGT”) have entered into a Contract dated .....(the “**Contract**”) whereby the DGT has agreed to the Consultant undertaking the project “**selection of agency/firm to conduct a Tracer Study to assess employment outcomes of ITI Graduates from Skills Strengthening for Industrial Value Enhancement (STRIVE) Project ITIs at National level**”, subject to and in accordance with the provisions of the Agreement.
- B) The Agreement requires the Consultant to furnish a Performance Security to the DGT in a sum of Rs. .... (Rupees ..... ) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period (as defined in the Agreement) and for a period of 60 days beyond 31.8.2017 (as defined in the Agreement).
- C) We, ..... through our Branch at ..... (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the DGT upon occurrence of any failure or default in the due and faithful performance of all or any of the Consultant’s obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Consultant, such sum or sums up to an aggregate sum of the Guarantee Amount as the DGT shall claim, without the DGT being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the DGT, under the hand of an Officer not below the rank of Director/Director Incharge (Project) to the DGT that the Consultant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the

Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the DGT shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during the Guarantee Period under the Agreement and its decision that the Consultant is in default shall be final, and binding on the Bank, notwithstanding any differences between the DGT and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other DGT or body, or by the discharge of the Consultant for any reason whatsoever.

3. In order to give effect to this Guarantee, the DGT shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the DGT to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.
5. The DGT shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Consultant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the DGT against the Consultant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the DGT, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the DGT of the liberty with reference to the matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the DGT or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the DGT in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Consultant under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the DGT on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of the Guarantee Period, all rights of the DGT under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the Consultant for release of the Performance Security along with the particulars required to satisfy the expiry of Guarantee Period, the DGT shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the DGT in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the DGT that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Agreement

Signed and sealed this .....day of ....., 20 .....at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

## 5.5. Bank Guarantee for Earnest Money Deposit

B.G. No.

Dated:

- I. In consideration of you, \*\*\*\*\*, having its office at \*\*\*\*\*, (hereinafter referred to as the

“Client”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a trust/society/company) and having its registered office at ..... (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for “selection of agency/firm to conduct a Tracer Study to assess employment outcomes of ITI Graduates from Skills Strengthening for Industrial Value Enhancement (STRIVE) Project ITIs at National level” Based Portal(hereinafter referred to as “the Project”) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.3 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the DGT an amount of Rs.4.50,000 (Rupees four lakh fifty thousand only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

- II. Any such written demand made by the client stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- III. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the client is disputed by the Bidder or not, merely on the first demand from the client stating that the amount claimed is due to the client by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.4.50,000 (Rupees four lakh fifty thousand only)

- IV. This Guarantee shall be irrevocable and remain in full force for a period of 90 (ninety) days from the Bid Due Date or for such extended period as may be mutually agreed between the DGT and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- V. We, the Bank, further agree that the DGT shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the DGT that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the DGT and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other DGT.
- VI. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- VII. In order to give full effect to this Guarantee, the client shall be entitled to treat the Bank as the principal debtor. The client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the client, and the Bank shall not be released from its liability under these presents by any exercise by the client of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the client or any indulgence by the client to the said Bidder or by any change in the constitution of the client or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- VIII. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- IX. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- X. It shall not be necessary for the client to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the client may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- XI. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the client in writing.

- XII. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- XIII. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to 2% to 3% of total contract value. The Bank shall be liable to pay the said amount or any part thereof only if the client serves a written claim on the Bank in accordance with paragraph 9 thereof, on or before \_\_\_\_\_.

Signed and delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

## 5.6. Details of project State and ITIs

S.N	State/UT	ITI Name	District
1	Andaman and Nicobar Islands	Government Industrial Training Institute	SOUTH ANDAMANS
2	Andhra Pradesh	Govt Industrial Training Institute	Kurnool
3	Andhra Pradesh	Govt Industrial Training Institute	West Godavari
4	Andhra Pradesh	Govt. Industrail Training Institute, Nellore	Nellore
5	Andhra Pradesh	Govt Industrial Training Institute	Krishna
6	Andhra Pradesh	Govt Industrial Training Institute, Bobbili	Vizianagaram
7	Andhra Pradesh	Govt Industrial Training Institute Boys, Ongole	Prakasam
8	Andhra Pradesh	Govt Industrial Training Institute	Chittoor
9	Andhra Pradesh	Govt Industrial Training Institute Tenali	Guntur
10	Andhra Pradesh	Govt Industrial Training Institute	East Godavari
11	Andhra Pradesh	Govt. Industrial Training Institute for Girls,Nellore	Nellore
12	Andhra Pradesh	Govt. Industrial Training Institute	Nellore
13	Andhra Pradesh	Govt Industrial Training Institute	Chittoor
14	Andhra Pradesh	Govt. ITI,	Cuddapah
15	Andhra Pradesh	Govt. ITI, Rajam	Srikakulam
16	Andhra Pradesh	Govt Industrial Training Institute (Old) Visakhapatnam	Visakhapatnam
17	Arunachal Pradesh	Govt. Industrial Training Institute,Dirang	West Kameng
18	Assam	Govt Industrial Training Institute, Tinsukia	Tinsukia



S.N	State/UT	ITI Name	District
19	Assam	Govt Industrial Training Institute Jorhat	Jorhat
20	Assam	Govt Industrial Training Institute-Nagaon	Nagaon
21	Assam	Govt Industrial Training Institute for Women, Guwahati	Kamrup Metropolitan
22	Assam	Ajmal Rural Technolgoy & Demonstration Centre	Nagaon
23	Bihar	Govt Industrial Training Institute	MUNGER
24	Bihar	Govt Industrial Training Institute	Gaya
25	Bihar	Govt Industrial Training Institute	Rohtas
26	Bihar	Govt Industrial Training Institute	Patna
27	Chandigarh	Govt Industrial Training Institute	Chandigarh
28	Chhattisgarh	Govt Industrial Training Institute, Kasdol, Distt-Baloda Bazar	BALODA BAZAR BHATAPA
29	Chhattisgarh	Govt Industrial Training Institute for Women, Koni-Bilaspur, Distt-Bilaspur	BILASPUR
30	Chhattisgarh	Government Industrial Training Institute, Hathband, Distt-Baloda bazar	BALODA BAZAR BHATAPA
31	Chhattisgarh	Government Industrial Training Institute, Pali, Distt-Korba	KORBA
32	Chhattisgarh	Govt. Industrial Training Institute, Parpodi, Distt-Bemetra	BEMETARA
33	Chhattisgarh	Government Industrial Training Institute, Raipur, Distt-Raipur	RAIPUR
34	Chhattisgarh	Govt. Industrial Training Institute, Rajnandgaon,	RAJNANDGAON
35	Chhattisgarh	Government Industrial Training Institute, Kurud, Distt-Dhamtari	Dhamtari
36	Chhattisgarh	Government Industrial Training Institute, Berla, Distt-Bemetra	Bemetara
37	Chhattisgarh	Govt Industrial Training Institute for Women, Bhilai, Distt-Durg	Durg
38	Chhattisgarh	Govt Industrial Training Institute, Durg, Distt-Durg	Durg
39	Chhattisgarh	Govt. Industrial Training Institute, Mana, Distt-Raipur	Raipur
40	Chhattisgarh	Govt Industrial Training Institute, Bhilai, Distt-Durg	Durg
41	Chhattisgarh	Agashe Industrial Training Centre	Raipur
42	Chhattisgarh	Puri ICT	Durg
43	Chhattisgarh	KAMLAKANT SHUKLA BHATAPARA	Baloda Bazar Bhatapa
44	Chhattisgarh	AAMDINAGAR PRIVATE ITI	Durg

S.N	State/UT	ITI Name	District
45	Delhi	Government Sir C V Raman Industrial Training Institute Dheerpur	North East
46	Delhi	Sri Guru Harkrishan Industrial Training Centre	New Delhi
47	Delhi	H J BHABHA INDUSTRIAL TRAINING INSTITUTE	EAST
48	Delhi	Lala Hans Raj Gupta ITI Bhorgarh, Narela	NEW DELHI
49	Goa	Bicholim Government Industrial Training Institute	NORTH GOA
50	Goa	Farmagudi Government Industrial Training Institute	SOUTH GOA
51	Gujarat	INDUSTRIAL TRAINING INSTITUTE, BALISANA (Government)	PATAN
52	Gujarat	INDUSTRIAL TRAINING INSTITUTE, SHAHERA (Government)	PANCH MAHALS
53	Gujarat	INDUSTRIAL TRAINING INSTITUTE, ZANKHVAV (Government)	SURAT
54	Gujarat	INDUSTRIAL TRAINING INSTITUTE, CHIKHLI (Government)	NAVSARI
55	Gujarat	INDUSTRIAL TRAINING INSTITUTE, KAPARADA (Government)	VALSAD
56	Gujarat	INDUSTRIAL TRAINING INSTITUTE, HARIJ (Government)	PATAN
57	Gujarat	INDUSTRIAL TRAINING INSTITUTE, DEESA (Government)	BANAS KANTHA
58	Gujarat	INDUSTRIAL TRAINING INSTITUTE, BALASINOR (Government)	KHEDA
59	Gujarat	INDUSTRIAL TRAINING INSTITUTE (WOMEN), GORWA (WOMEN) (Government)	VADODARA
60	Gujarat	Government Industrial Training Institute Kadi	MAHESANA
61	Gujarat	INDUSTRIAL TRAINING INSTITUTE, VIJAPUR (Government)	Mahesana
62	Gujarat	INDUSTRIAL TRAINING INSTITUTE, VADNAGAR (Government)	Mahesana
63	Gujarat	C.V.T.S.S.T. INDUSTRIAL TRAINING INSTITUTE, PALANA (Government)	Kheda
64	Gujarat	SMT M.C. PATEL INDUSTRIAL TRAINING INSTITUTE, UTTARSANDA (Government)	Kheda
65	Gujarat	INDUSTRIAL TRAINING INSTITUTE, PADRA (Government)	Vadodara

S.N	State/UT	ITI Name	District
66	Gujarat	INDUSTRIAL TRAINING INSTITUTE, VAGHODIYA (Government)	Vadodara
67	Gujarat	INDUSTRIAL TRAINING INSTITUTE, DHARAMPUR (Government)	Valsad
68	Gujarat	INDUSTRIAL TRAINING INSTITUTE, BARDOLI (Government)	Surat
69	Gujarat	INDUSTRIAL TRAINING INSTITUTE, OLPAD (Government)	Surat
70	Gujarat	INDUSTRIAL TRAINING INSTITUTE, KHEDBRAHMA (Government)	Sabar Kantha
71	Gujarat	INDUSTRIAL TRAINING INSTITUTE, SARASPUR (Government)	Ahmadabad
72	Gujarat	INDUSTRIAL TRAINING INSTITUTE, HIMATNAGAR (Government)	Sabar Kantha
73	Gujarat	INDUSTRIAL TRAINING INSTITUTE, PATAN (Government)	Patan
74	Gujarat	INDUSTRIAL TRAINING INSTITUTE (W), IDAR (WOMEN) (Government)	Sabar Kantha
75	Gujarat	INDUSTRIAL TRAINING INSTITUTE, JAMNAGAR (Government)	Jamnagar
76	Gujarat	INDUSTRIAL TRAINING INSTITUTE, GANDHIDHAM (Government)	Kutch
77	Gujarat	INDUSTRIAL TRAINING INSTITUTE, DHORAJI (Government)	Rajkot
78	Gujarat	INDUSTRIAL TRAINING INSTITUTE, BHUJ (Government)	Kutch
79	Gujarat	INDUSTRIAL TRAINING INSTITUTE, MANDVI (SURAT) (Government)	Surat
80	Gujarat	INDUSTRIAL TRAINING INSTITUTE, VALOD (Government)	Tapi
81	Gujarat	INDUSTRIAL TRAINING INSTITUTE (WOMEN), VALSAD (WOM)	Valsad
82	Gujarat	WOMEN INDUSTRIAL TRAINING INSTITUTE, SACHIN (WOMEN) (Government)	Surat
83	Gujarat	MEHSANA Government I T I	Mahesana
84	Gujarat	INDUSTRIAL TRAINING INSTITUTE JAMNAGAR CITY(MAHILA)	Jamnagar
85	Gujarat	SHETH SHRI R.V. RAVAL PRIVATE ITI, GIA GOZARIA	Mahesana

S.N	State/UT	ITI Name	District
86	Gujarat	C.K. PATEL TECHNICAL INSTITUTE PRIVATE ITI, GIANAR (Grant in Aid)	Anand
87	Gujarat	SMT.B.H. SHAH (KARJANWAL A) I.T.I.(P)	Surat
88	Gujarat	SHRI RAMKRISHNA SEVA MANDAL SANCHALIT ANAND PRIVA	Anand
89	Haryana	Govt. Industrial Training Institute, Kaithal	KAITHAL
90	Haryana	Govt. Industrial Training Institute Gannaur	SONIPAT
91	Haryana	Govt. Industrial Training Institute, Jind	JIND
92	Haryana	Govt. Industrial Training Institute (Women) Faridabad	FARIDABAD
93	Haryana	Govt. Industrial Training Institute Barwala	HISAR
94	Haryana	Govt. Industrial Training Institute Nathusari Chopta	Sirsa
95	Haryana	Govt. Industrial Training Institute, Barara	Ambala
96	Haryana	Govt. Industrial Training Institute Kund Manethi	Rewari
97	Haryana	Govt. Industrial Training Institute Sadhora	Yamunanagar
98	Haryana	Govt. Industrial Training Institute Bhaproda	Jhajjar
99	Haryana	Govt. Industrial Training Institute (Women) Hisar	Hisar
100	Haryana	Govt. Industrial Training Institute Sonapat	Sonipat
101	Haryana	Govt. Industrial Training Institute Hassangarh	Rohtak
102	Haryana	Govt. Industrial Training Institute (Women) Kaithal	Kaithal
103	Haryana	Govt. Industrial Training Institute Tohana	Fatehabad
104	Haryana	Govt. Industrial Training Institute Rewari	Rewari
105	Haryana	Govt. Industrial Training Institute Gohana	Sonipat
106	Haryana	Govt. Industrial Training Institute, Kurukshetra	Kurukshetra
107	Haryana	Govt. Industrial Training Institute Meham	Rohtak
108	Haryana	Govt. Industrial Training Institute Kalka	Panchkula
109	Haryana	Govt. Industrial Training Institute Nissing	Karnal
110	Himachal Pradesh	Govt Industrial Training Institute, Mandi	Mandi
111	Himachal Pradesh	Govt Industrial Training Institute, Bilaspur	Bilaspur
112	Himachal Pradesh	Govt Industrial Training Institute Paonta Sahib	Sirmaur

S.N	State/UT	ITI Name	District
113	Himachal Pradesh	Govt Industrial Training Institute for Women Nalagarh	Solan
114	Himachal Pradesh	Govt Model Industrial Training Institute Nalagarh Dist Solan HP	Solan
115	Himachal Pradesh	Govt ITI Palampur	Kangra
116	Himachal Pradesh	Govt. ITI Bangana	Una
117	Himachal Pradesh	Govt Industrial Training Institute, Solan	Solan
118	Himachal Pradesh	Govt Industrial Training Institute Shamshi	Kullu
119	Himachal Pradesh	Govt. ITI Jogindernagar	Mandi
120	Himachal Pradesh	Govt. Industrial Training Insutute Sainj	Kullu
121	Himachal Pradesh	Govt Industrial Training Institute Jubbal	Shimla
122	Himachal Pradesh	Govt. Industrail Training Insutute Naduan at Rail	Hamirpur
123	Himachal Pradesh	Govt Industrial Training Institute Shahpur	Kangra
124	Himachal Pradesh	Govt Industrial Training Institute for Persons with Disabilities Sunder Nagar	Mandi
125	Himachal Pradesh	Shaheed Surinder Singh, Govt. Industrial Training Institute Jawali	Kangra
126	Himachal Pradesh	Govt. ITI Rajgarh	Sirmaur
127	Himachal Pradesh	Govt Industrial Training Institute, Kullu	Kullu
128	Himachal Pradesh	Govt ITI Baijnath	Kangra
129	Jammu And Kashmir	Govt Industrial Training Institute Anantnag	ANANTNAG
130	Jammu And Kashmir	Govt Industrial Training Institute Baramulla	BARAMULLA
131	Jammu And Kashmir	Govt Industrial Training Institute Kishtwar	KISHTWAR

S.N	State/UT	ITI Name	District
132	Jammu And Kashmir	Govt Industrial Training Institute Mendhar	POONCH
133	Jammu And Kashmir	Govt Industrial Training Institute Ganderbal	GANDERBAL
134	Jammu And Kashmir	Govt Industrial Training Institute Udhampur	UDHAMPUR
135	Jammu And Kashmir	Govt Industrial Training Institute Samba	SAMBA
136	Jharkhand	Govt Industrial Training Institute	DHANBAD
137	Jharkhand	Govt. Industrial Training Institute, Bokaro	BOKARO
138	Jharkhand	Govt. Industrial Training Institute Jamshedpur	EAST SINGHBUM
139	Karnataka	Government Industrial Training Institute (W)	CHITRADURGA
140	Karnataka	Govt Industrial Training Institute B.M Road, Hassan	HASSAN
141	Karnataka	Govt. ITI(W), Gundlupet	Chamarajanagar
142	Karnataka	Govt ITI Kukanoor	Koppal
143	Karnataka	Govt Industrial Training Institute for Women Tiptur	Tumkur
144	Karnataka	Government Industrial Training Institute, Maddur	Mandya
145	Karnataka	Govt. Industrial Training Institute, H.D.Kote	Mysore
146	Karnataka	Govt Industrail Training Institute Bilagi	Bagalkot
147	Karnataka	Govt. ITI, Beguru	Chamarajanagar
148	Karnataka	Government Industrial Training Institute (Men), Mangalore	Dakshina Kannada
149	Karnataka	Govt Industrial Training Institute (Men) Udyambagh, Belgaum	Belgaum
150	Karnataka	Government Industrial Training Institute, N R Mohalla Mysore-07	Mysore
151	Karnataka	Govt Industrial Training Institute, Chikmagalur	Chikmagalur
152	Karnataka	Govt Industrial Training Institute, Mandya	Mandya
153	Karnataka	Government Industrial Training Institute for (Women) Belgaum	Belgaum
154	Karnataka	Govt Industrial Training Institute, Malavalli	Mandya
155	Karnataka	Govt Industrail Training Centre for Women Hosur Road	Bangalore
156	Karnataka	Govt Industrial Training Institute(W) Bagalkot	Bagalkot
157	Karnataka	Govt Industrial Training Institute for Women,Mangalore	Dakshina Kannada

S.N	State/UT	ITI Name	District
158	Karnataka	Government Industrial Training Institute, Pandavap	Mandya
159	Karnataka	Govt Industrial Training Institute Manipal, Udupi	Udupi
160	Karnataka	Sri Dharmasthala Manjunatheshwara ITI	Dakshina Kannada
161	Kerala	Government Industrial Training Institute Kuzhalmannam	Palakkad
162	Kerala	Government Industrial Training Institute Kasaragod	Kasaragod
163	Kerala	Government Industrial Training Institute Chalakkudy	Thrissur
164	Kerala	Government Industrial Training Institute	Kottayam
165	Kerala	Government Industrial Training Institute Malampuzha	Palakkad
166	Kerala	Government Industrial Training Institute Kozhikode	Kozhikode
167	Kerala	Government Industrial Training Institute Chengannur	Alappuzha
168	Kerala	Government Industrial Training Institute Attingal	Thiruvananthapuram
169	Kerala	Government Industrial Training Institute Areacode	Malappuram
170	Kerala	Krishna Mohan Memorial Government Industrial Training Institute	Wayanad
171	Kerala	K.Karunakaran Smaraka Government Industrial Training Institute	Thrissur
172	Kerala	Government Industrial Training Institute Chathannoor	Kollam
173	Kerala	Government Industrial Training Institute for Women Kozhikode	Kozhikode
174	Kerala	Government Industrial Training Institute Chackai	Thiruvananthapuram
175	Kerala	Government Industrial Training Institute Kalamassery	Ernakulam
176	Kerala	Government Industrial Training Institute for Women Kollam	Kollam
177	Kerala	Government Industrial Training Institute for Women Kalamassery	Ernakulam
178	Kerala	Balanagar Technical Institute Private Industrial Training Institute	Ernakulam
179	Kerala	R GANESH MEMORIAL VICTORY PRIVATE INDUSTRIAL TRAINING INSTITUTE	Thrissur
180	Madhya Pradesh	Govt Industrial Training Institute,Dewas	DEWAS
181	Madhya Pradesh	Govt Industrial Training Institute,Shajapur	SHAJAPUR

S.N	State/UT	ITI Name	District
182	Madhya Pradesh	Govt Industrial Training Institute Chhapara	SEONI
183	Madhya Pradesh	Govt Industrial Training Institute, Shivpuri	SHIVPURI
184	Madhya Pradesh	Govt Industrial Training Institute, Seoni	SEONI
185	Madhya Pradesh	Govt Industrial Training InstituteKatni	KATNI
186	Madhya Pradesh	Govt Industrial Training Institute Tikamgarh	TIKAMGARH
187	Madhya Pradesh	Govt Industrial Training Institute, Harda	HARDA
188	Madhya Pradesh	Govt Industrial Training Institute, Chhatarpur	CHHATARPUR
189	Madhya Pradesh	Govt Industrial Training Institute, Anuppur	ANUPPUR
190	Madhya Pradesh	Govt Industrial Training Institute, Rajwada, Jabua	JHABUA
191	Madhya Pradesh	Govt Industrial Training Institute, khandwa	KHANDWA
192	Madhya Pradesh	Govt Industrial Training Institute, Balaghat	Balaghat
193	Madhya Pradesh	Govt Industrial Training Institute for Women, Betul	Betul
194	Madhya Pradesh	Govt Industrial Training Institute, Ratlam	Ratlam
195	Madhya Pradesh	Govt Industrial Training Institute, Mandideep	Raisen
196	Madhya Pradesh	Govt Industrial Training Institute, Chhindwara	Chhindwara
197	Madhya Pradesh	Govt Industrial Training Institute, Khargon	Khargon
198	Madhya Pradesh	Govt Industrial Training Institute, Umaria	Umaria
199	Madhya Pradesh	Govt Industrial Training Institute, Singrauli	Sidhi
200	Maharashtra	Government Industrial Training Institute, Nagpur,	NAGPUR



S.N	State/UT	ITI Name	District
201	Maharashtra	Government Industrial Training Institute, Khamgaon, Dist: Buldhana	BULDHANA
202	Maharashtra	Government Industrial Training Institute, Shevgaon, Dist: Ahmednagar	AHMEDNAGAR
203	Maharashtra	Government Industrial Training Institute (Adivasi), Nandurbar, Dist: Nandurbar	NANDURBAR
204	Maharashtra	Government Industrial Training Institute, Bhusawal, Dist: Jalgaon	JALGAON
205	Maharashtra	Government Industrial Training Institute (Adivasi), Kalwan, Dist: Nashik	NASHIK
206	Maharashtra	Government Industrial Training Institute (Adivasi), Navapur, Dist: Nandurbar	NANDURBAR
207	Maharashtra	Government Industrial Training Institute, Nandgaon Khandeshwar, Dist: Amravati	AMRAVATI
208	Maharashtra	Government Industrial Training Institute (Adivasi), Pandharkawada, Dist: Yavatmal	YAVATMAL
209	Maharashtra	Government Industrial Training Institute (Adivasi)	CHANDRAPUR
210	Maharashtra	Government Industrial Training Institute, Tasgaon, Dist: Sangli	SANGLI
211	Maharashtra	Government Industrial Training Institute, Kalmeshwar, Dist: Nagpur	NAGPUR
212	Maharashtra	Government Industrial Training Institute, Sinnar, Dist: Nashik	NASHIK
213	Maharashtra	Government Industrial Training Institute (Adivasi), Igatpuri, Dist: Nashik	NASHIK
214	Maharashtra	Government Industrial Training Institute, Ghatanji, Dist: Yavatmal	YAVATMAL
215	Maharashtra	Government Industrial Training Institute, Karanja Lad, Dist: Washim	WASHIM
216	Maharashtra	Government Industrial Training Institute, Bhiwandi, Dist: Thane	THANE
217	Maharashtra	Government Industrial Training Institute, Radhanagari, Dist: Kolhapur	KOLHAPUR
218	Maharashtra	Government Industrial Training Institute, Ghansavangi, Dist: Jalna	JALNA
219	Maharashtra	Government Industrial Training Institute (Adivasi), Ralegaon, Dist: Yavatmal	YAVATMAL

S.N	State/UT	ITI Name	District
220	Maharashtra	Government Industrial Training Institute (Adivasi)	YAVATMAL
221	Maharashtra	Government Industrial Training Institute (Adivasi), Kalamb, Dist: Yavatmal	YAVATMAL
222	Maharashtra	Government Industrial Training Institute, Sangamner, Dist: Ahmednagar	AHMEDNAGAR
223	Maharashtra	Government Industrial Training Institute, Murtijapur, Dist: Akola	AKOLA
224	Maharashtra	Government Industrial Training Institute, Ner, Dist: Yavatmal	YAVATMAL
225	Maharashtra	Government Industrial Training Institute, Manora, Dist: Washim	WASHIM
226	Maharashtra	Government Industrial Training Institute, Mumbai-11, Dist: Mumbai Sahar	MUMBAI
227	Maharashtra	Government Industrial Training Institute, Aurangabad, Dist: Aurangabad	AURANGABAD
228	Maharashtra	Government Industrial Training Institute, Gondia, Dist: Gondia	GONDIA
229	Maharashtra	Government Industrial Training Institute (Woman), Nashik, Dist: Nashik	NASHIK
230	Maharashtra	Government Industrial Training Institute (Woman), Akola, Dist: Akola	AKOLA
231	Maharashtra	Government Industrial Training Institute (Woman), Pune, Dist: Pune	PUNE
232	Maharashtra	Government Industrial Training Institute (Woman), Ratnagiri, Dist: Ratnagiri	RATNAGIRI
233	Maharashtra	Government Industrial Training Institute, Nanded, Dist: Nanded	Nanded
234	Maharashtra	Government Industrial Training Institute, Akola, Dist: Akola	Akola
235	Maharashtra	Government Industrial Training Institute, Amravati, Dist: Amravati	Amravati
236	Maharashtra	Government Industrial Training Institute, Karad, Dist: Satara	Satara
237	Maharashtra	Government Industrial Training Institute, Solapur, Dist: Solapur	Solapur
238	Maharashtra	Government Industrial Training Institute, Ahmednagar, Dist: Ahmednagar	Ahmadnagar

S.N	State/UT	ITI Name	District
239	Maharashtra	Government Industrial Training Institute, Nashik, Dist: Nashik	Nashik
240	Maharashtra	Government Industrial Training Institute, Pulgaon, Dist: Wardha	Wardha
241	Maharashtra	Government Industrial Training Institute, Latur, Dist: Latur	Latur
242	Maharashtra	Government Industrial Training Institute, Parbhani, Dist: Parbhani	Parbhani
243	Maharashtra	Government Industrial Training Institute, Jalna, Dist: Jalna	Jalna
244	Maharashtra	Government Industrial Training Institute (Adivasi), Dindori, Dist: Nashik	Nashik
245	Maharashtra	Government Industrial Training Institute, Buldana, Dist: Buldhana	Buldana
246	Maharashtra	Government Industrial Training Institute (Adivasi), Gadchiroli, Dist: Gadchiroli	Gadchiroli
247	Maharashtra	Government Industrial Training Institute, Gadhinglaj, Dist: Kolhapur	Kolhapur
248	Maharashtra	Government Industrial Training Institute, Nilanga, Dist: Latur	Latur
249	Maharashtra	Government Industrial Training Institute, Butibori, Dist: Nagpur	Nagpur
250	Maharashtra	Government Industrial Training Institute (Adivasi), Deola, Dist: Nashik	Nashik
251	Maharashtra	Government Industrial Training Institute, Pune, Dist: Pune	Pune
252	Maharashtra	Government Industrial Training Institute, Dhule, Dist: Dhule	Dhule
253	Maharashtra	Government Industrial Training Institute, Jalgaon, Dist: Jalgaon	Jalgaon
254	Maharashtra	Government Industrial Training Institute, Satara, Dist: Satara	Satara
255	Maharashtra	Government Industrial Training Institute, Kolhapur, Dist: Kolhapur	Kolhapur
256	Maharashtra	Government Industrial Training Institute, Sangli, Dist: Sangli	Sangli
257	Maharashtra	Government Industrial Training Institute, Beed, Dist: Beed	Bid
258	Maharashtra	Government Industrial Training Institute, Thane, Dist: Thane	Thane
259	Maharashtra	Government Industrial Training Institute, Ambernat	Thane

S.N	State/UT	ITI Name	District
260	Maharashtra	Government Industrial Training Institute, Mulund, Dist: Mumbai Sahar	Mumbai
261	Maharashtra	Government Industrial Training Institute, Pimpri Chinchwad, Dist: Pune	Pune
262	Maharashtra	Government Industrial Training Institute, Wardha, Dist: Wardha	Wardha
263	Maharashtra	Government Industrial Training Institute (Woman), Nagpur, Dist: Nagpur	Nagpur
264	Maharashtra	Government Industrial Training Institute (Woman), Thane, Dist: Thane	Thane
265	Maharashtra	Government Industrial Training Institute, Yavatmal, Dist: Yavatmal	Yavatmal
266	Maharashtra	Government Industrial Training Institute, Washim, Dist: Washim	Washim
267	Maharashtra	Late, G. S. Varade Private Industrial Training Institute	Jalgaon
268	Maharashtra	Jamia Private Industrial Training Institute	Nandurbar
269	Maharashtra	Shirdi Sai RuralInstitute'S Industrial Training Institute	Ahmadnagar
270	Maharashtra	Hindi Seva Mandalache, Shri Sant Gadge Baba Private Industrial Training Institute, Bhusawal.	Jalgaon
271	Maharashtra	Government Industrial Training Institute, Rahuri, Dist: Ahmednagar	AHMEDNAGAR
272	Maharashtra	Government Industrial Training Institute, Shrigonda, Dist: Ahmednagar	AHMEDNAGAR
273	Maharashtra	Government Industrial Training Institute, Hinganghat, Dist: Wardha	WARDHA
274	Maharashtra	Government Industrial Training Institute (Adivasi), Wangaon, Dist: Thane	THANE
275	Maharashtra	Government Industrial Training Institute, Jamkhed, Dist: Ahmednagar	AHMEDNAGAR
276	Manipur	Govt Industrial Training Institute Imphal (Takyel)	IMPHAL WEST
277	Meghalaya	Govt Industrial Training Institute, Shillong	East Khasi Hills
278	Mizoram	Govt Industrial Training Institute, Aizawl	AIZAWL
279	Nagaland	Govt. Industrial Training Institute, Mokokchung	MOKOKCHUNG
280	Odisha	Gopa Bandhu Govt. ITI	Koraput
281	Odisha	Govt. Industrial Training Institute, Hinjlicut	Ganjam

S.N	State/UT	ITI Name	District
282	Odisha	Govt Industrial Training Institute, Barbil	Kendujhar
283	Odisha	Govt Industrial Training Institute, Rourkela	Sundargarh
284	Odisha	Madhusudan Industrial Training Institute, Cuttack	Cuttack
285	Odisha	Govt Industrial Training Institute, Bhubaneswar	Khordha
286	Odisha	Govt Industrial Training Institute, Phulbani	Kandhamal
287	Odisha	Govt. Industrial Training Institute, Balasore	Balasore
288	Odisha	Govt Industrial Training Institute, Berhampur	Ganjam
289	Odisha	Govt Industrial Training Institute, Bhawanipatna	Kalahandi
290	Puducherry	Government Industrial Training Institut, Nettapakkam, Puducherry	PONDICHERRY
291	Puducherry	Government Industrial Training Institute for Women, Puducherry	PONDICHERRY
292	Punjab	Govt Industrial Training Institute Nabha, Patiala	PATIALA
293	Punjab	Govt Industrial Training Institute (SC)	MANSA
294	Punjab	Govt Industrial Training Institute	LUDHIANA
295	Punjab	Govt Industrial Training Institute	BARNALA
296	Punjab	Govt Industrial School for Girls	Rupnagar
297	Punjab	Govt Industrial Training Institute	Kapurthala
298	Punjab	Govt Industrial Training Institute	Patiala
299	Punjab	Govt. Industrial Training Institute, Bassi Pathana	Fatehgarh Sahib
300	Punjab	Industrial Training Institute, Nangal	Rupnagar
301	Punjab	Government Industrial Training Institute	Pathankot
302	Punjab	Govt Industrial Training Institute	Sahibzada Ajit Singh Nagar
303	Punjab	Govt. ITI, Kathua Road, Bamial	Pathankot
304	Punjab	Govt Industrial Training Institute	Patiala
305	Punjab	Government Industrial Training Institute	Faridkot
306	Punjab	Government Industrial Training Institute	Gurdaspur
307	Punjab	Government Industrial Training Institute	Gurdaspur
308	Punjab	Government Industrial Training Institute	Bathinda
309	Punjab	Govt Industrial Training Institute	Rupnagar

S.N	State/UT	ITI Name	District
310	Punjab	Government Industrial Training Institute	Hoshiarpur
311	Punjab	Government Industrial Training Institute	Mansa
312	Punjab	P K Government Industrial Training Institute	Gurdaspur
313	Punjab	Government Industrial Training Institute (SC)	Faridkot
314	Punjab	Govt Industrial Training Institute for Women	Sahibzada Ajit Singh Nagar
315	Punjab	Maharaja Agarsen Industrial Training Centre Alamgarh	Fazilka
316	Rajasthan	Government Industrial Training Institute Jaipur	JAIPUR
317	Rajasthan	Government Women Industrial Training Institute	JAIPUR
318	Rajasthan	Government Industrial Training Institute, Beawar	AJMER
319	Rajasthan	Government Women Industrial Training Institute	AJMER
320	Rajasthan	Government Industrial Training Institute Parasia Kishangarh	AJMER
321	Rajasthan	Government Industrial Training Institute	PALI
322	Rajasthan	Government Women Industrial Training Institute	JODHPUR
323	Rajasthan	Government Industrial Training Institute Sangod	KOTA
324	Rajasthan	Government Industrial Training Institute Jaitaran	PALI
325	Rajasthan	Government Industrial Training Institute, JODHPUR	JODHPUR
326	Rajasthan	Government Industrial Training Institute, KOTA	KOTA
327	Rajasthan	Government Industrial Training Institute, UDAIPUR	UDAIPUR
328	Rajasthan	Government Industrial Training Institute, SRI GANGANAGAR	GANGANAGAR
329	Rajasthan	Government Industrial Training Institute, JHALAWAR	JHALAWAR
330	Sikkim	Government Industrial Training Institute, Rangpo, East Sikkim	EAST DISTRICT
331	Tamil Nadu	Government Industrial Training Institute, Virudhunagar	Virudhunagar
332	Tamil Nadu	Government Industrial Training Institute, Trichy	Tiruchirappalli
333	Tamil Nadu	Government Industrial Training Institute, Ambattur	Thiruvallur
334	Tamil Nadu	Government Industrial Training Institute, Dindigul	Dindigul
335	Tamil Nadu	Government Industrial Training Institute, Chengalpattu	Kancheepuram
336	Tamil Nadu	Government Industrial Training Institute, Thoothukudi	Thoothukkudi
337	Tamil Nadu	Government Industrial Training Institute(W), Namakkal	Namakkal

S.N	State/UT	ITI Name	District
338	Tamil Nadu	Government Industrial Training Institute, Perambalur	Perambalur
339	Tamil Nadu	Government Industrial Training Institute, Cuddalore	Cuddalore
340	Tamil Nadu	Government Industrial Training Institute, Salem	Salem
341	Tamil Nadu	Government Industrial Training Institute, Coimbatore	Coimbatore
342	Tamil Nadu	Government Industrial Training Institute, Madurai	Madurai
343	Tamil Nadu	Government Industrial Training Institute, Sivagangai	Sivaganga
344	Tamil Nadu	Don Bosco Private Industrial Training Institute, Trichy	Tiruchirappalli
345	Tamil Nadu	Ramco Private Industrial Training Institute, Virudhunagar	Virudhunagar
346	Tamil Nadu	P A C Ramasamy Raja Private Industrial Training Institute	Ariyalur
347	Telangana	Govt Industrial Training Institute	Adilabad
348	Telangana	Govt District Level Training Centre / ITI	Rangareddy
349	Telangana	Govt Industrial Training Institute for Girls	Mahbubnagar
350	Telangana	Govt. Industrial Training Institute for Girls	Khammam
351	Telangana	Govt Industrial Training Institute for Girls	Karimnagar
352	Telangana	Govt. ITI	Nalgonda
353	Telangana	Govt Industrial Training Institute	Medak
354	Telangana	Govt Industrial Training Institute, Musheerabad	Hyderabad
355	Telangana	Govt Industrial Training Institute for Girls	Nizamabad
356	Telangana	Govt. Industrial Training Institute	Rangareddy
357	Tripura	Govt Industrial Training Institute (Mission Tilla) Dharma Nagar	North Tripura
358	Tripura	Govt. Industrial Training Institute, Belonia	South Tripura
359	Tripura	Govt Industrial Training Institute for Women	West Tripura
360	Uttar Pradesh	Government ITI, Chargawan, Distt- Gorakhpur	GORAKHPUR
361	Uttar Pradesh	Government ITI, (Mahila), Lal Bangla, Kanpur, Kanpur Nagar	KANPUR NAGAR
362	Uttar Pradesh	Government Industrial Training Institute, Chandauli	CHANDAULI
363	Uttar Pradesh	Government ITI, World Bank Mahila, Lucknow	LUCKNOW

S.N	State/UT	ITI Name	District
364	Uttar Pradesh	Government ITI, Lalitpur	LALITPUR
365	Uttar Pradesh	Government ITI, Fatehpur	FATEHPUR
366	Uttar Pradesh	Government ITI, Chhanbey, Mirzapur	MIRZAPUR
367	Uttar Pradesh	Government ITI, Sitapur	SITAPUR
368	Uttar Pradesh	Government ITI, Barabanki	BARABANKI
369	Uttar Pradesh	Government ITI, Naini, Allahabad	Allahabad
370	Uttar Pradesh	Government ITI, Raebareli	Rae Bareli
371	Uttar Pradesh	Government ITI, Collectorganj, Bareilly	Bareilly
372	Uttar Pradesh	Government ITI, Mehdawal, Sant Kabir Nagar	Sant Kabir Nagar
373	Uttar Pradesh	Government ITI, Bijnor	Bijnor
374	Uttar Pradesh	Government ITI, Karaundi, Varanasi	Varanasi
375	Uttar Pradesh	Government ITI, Aliganj, Lucknow	Lucknow
376	Uttar Pradesh	Government ITI, Bachcha Park, Meerut	Meerut
377	Uttar Pradesh	Government ITI, World Bank Mahila, Meerut	Meerut
378	Uttar Pradesh	Government ITI, Mahila, Raebareli	Rae Bareli
379	Uttar Pradesh	Government ITI, Saket, Meerut	Meerut
380	Uttar Pradesh	Government ITI, Jewar, Gautam Buddha Nagar	Gautam Buddha Nagar
381	Uttar Pradesh	Government ITI, Shahjahanpur	Shahjahanpur
382	Uttar Pradesh	Government ITI, Jhansi	Jhansi



S.N	State/UT	ITI Name	District
383	Uttar Pradesh	Government ITI, Lakhimpur Kheri	Lakshimpur Kheri
384	Uttar Pradesh	Government ITI, Gonda	Gonda
385	Uttar Pradesh	A.P.V. ITC - Kanpur Nagar	Kanpur Nagar
386	Uttar Pradesh	Balaji Private ITI , Tanakpur Road Saidpur, Pilibhit	Pilibhit
387	Uttar Pradesh	J.K. Center Technician Training Private ITI, Doda Nagar, Kanpur	Kanpur Nagar
388	Uttar Pradesh	Maa Pitambra Pvt ITI	Jhansi
389	Uttarakhand	Govt. Industrial Training Institute Saldmahadev	PAURI GARHWAL
390	Uttarakhand	Govt. Industrial Training Institute Dineshpur	UDAM SINGH NAGAR
391	Uttarakhand	Govt. Industrial Training Institute Chamba	TEHRI GARHWAL
392	Uttarakhand	Govt. Industrial Training Institute Kalsi	DEHRADUN
393	Uttarakhand	Govt. Industrial Training Institute Betalghat	Nainital
394	Uttarakhand	Govt. Industrial Training Institute Tandi	Nainital
395	Uttarakhand	Govt. Industrial Training Institute Haridwar	Hardwar
396	Uttarakhand	Govt. Industrial Training Institute Ramnagar	Nainital
397	West Bengal	Govt Industrial Training Institute, Purulia	Puruliya
398	West Bengal	Govt Industrial Training Institute, Tollyganj	Kolkata
399	West Bengal	Govt. Industrial Training Institute Raiganj	Uttar Dinajpur
400	West Bengal	GOVT Industrial Training Institute Jhargram	Paschim Medinipur
401	West Bengal	Govt Industrial Training Institute Siliguri	Darjiling
402	West Bengal	Govt. Industrial Training Institute Berhampore	Murshidabad
403	West Bengal	Govt Industrial Training Institute, Malda	Maldah
404	West Bengal	Govt Industrial Training Institute Gariahat	Kolkata
405	West Bengal	BPC Industrial Training Center(sponsored)	Nadia
406	West Bengal	Govt Industrial Training Institute Midnapore	Paschim Medinipur
407	West Bengal	Govt Industrial Training Institute Suri	Birbhum
408	West Bengal	Govt Industrial Training Institute, Hooghly (Sahaganj)	Hugli

S.N	State/UT	ITI Name	District
409	West Bengal	Mathabhanga Government ITI	Koch Bihar
410	West Bengal	Manbazar Government ITI	Puruliya
411	West Bengal	Hili Government ITI College	Dakshin Dinajpur
412	West Bengal	Nakashipara Government ITI	Nadia
413	West Bengal	Khatra Government ITI	Bankura
414	West Bengal	Tapan Government ITI College	Dakshin Dinajpur
415	West Bengal	Sagar Government ITI	South Twenty Four Parganas
416	West Bengal	BHATAR Government ITI	Barddhaman
417	West Bengal	Binpur-II Government ITI	Paschim Medinipur
418	West Bengal	Canning I Government ITI College	South Twenty Four Parganas
419	West Bengal	DINHATA GOVERNMENT ITI	Koch Bihar
420	West Bengal	Salboni Government ITI	Paschim Medinipur
421	West Bengal	Halisahar Government ITI College	North Twenty Four Parganas
422	West Bengal	Garbeta Government ITI	Paschim Medinipur
423	West Bengal	Manbhum Pvt ITI	Puruliya
424	West Bengal	Salboni ITI	Paschim Medinipur

## 5.7. Standard Form of Contract for Consultant Services

(Standard Form of Contract Consultant Services)

Time-Based

### CONTENTS

S.No.	Description
<b>I (A)</b>	<b>Form of Contract</b>
<b>I (B)</b>	<b>Disclaimer</b>
<b>II</b>	<b>General Conditions of Contract:</b>
1	General Provisions
2	Performance Security
3	Commencement, Completion, Modification & Termination of Contract
4	Obligations of the Consultant
5	Consultants' Personnel
6	Obligations of the DGT
7	Payments to the Consultant
8	Fairness and Good Faith
9	Settlement of Disputes
10	Liquidated Damages
11	Adherence to Timeline
12	Miscellaneous Provisions
<b>III</b>	<b>Special Conditions of Contract</b>
<b>IV</b>	<b>Appendices:</b>
1	Appendix A – Description of Services
2	Appendix B – Reporting Requirements
3	Appendix C – Staffing Schedule
4	Appendix D – Cost Estimates in Local Currency
5	Appendix E – Duties of the DGT
6	Appendix F – Duties of the Consultant
7	Appendix G – Mandate Form for payment through RTGS
8	Appendix H- Bank Guarantee for performance security

Note: Standard Forms of Contract i.e. Form of Contract, General Condition of Contract, Special Condition of Contract & Appendices are for the information of all bidders/ consultants and will be executed by the Consultant finally selected and awarded the project.

## I (A): FORM OF CONTRACT

(TEXT IN BRACKETS [ ] SHOULD BE FILLED UP APPROPRIATELY; ALL NOTES SHOULD BE DELETED IN FINAL TEXT)

This CONTRACT (hereinafter called the “Contract”) is made the \_\_\_ day of the month of year **202X** between, on the one hand, **The President of India** acting through (**Director General (T) / Additional Secretary**), **DGT, M/o Skill Development & Entrepreneurship** (hereinafter called the “Client”) and, on the other hand, **Shri -----** , **M/s [ ]**, **Address -----** (hereinafter called the “Consultant”).

### WHEREAS

- a. The Consultant, having represented that he has the required professional skills, personnel and technical resources, has offered to provide its services in response to the RFP dated \_\_\_\_\_ issued by the DGT;
- b. The “DGT” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a. Disclaimer
  - b. The General Conditions of Contract;
  - c. The Special Conditions of Contract;
  - d. The following Appendices:
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Staffing schedule

- Appendix D: Cost Estimates in Local Currency
- Appendix E: Duties of the “DGT”
- Appendix F: Duties of the Consultant
- Appendix G: Mandate Form for payments through RTGS
- Appendix H: Bank Guarantee for performance security

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

**The President of India**

**(Director General (T) / Additional Secretary)**

**DGT, M/o Skill Development & Entrepreneurship**

**Kaushal Bhawan, Pusa Road, Karol Bagh**

**New Delhi -110006**

Witness

**Signature:**

**Signature:**

**Name:**

**Name:**

**Designation:**

**Designation:**

For and on behalf of **M/s <<>>**

-----

-----

Witness

**Signature:**

**Signature:**

**Name:**

**Name:**

**Designation:**

**Designation:**

## I (B) DISCLAIMER

### 1. DISCLAIMER

- 1.1 The Selected consultant acknowledges that prior to the execution of this Agreement, the consultant has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Specifications and conditions, and all information provided by the DGT or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The DGT makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Consultant confirms that it shall have no claim whatsoever against the DGT in this regard. **The DGT reserves the right to modify/change the clauses in the contract document prior to signing of the contract.**
- 1.2 The Selected Consultant acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 1.1 above and hereby acknowledges and agrees that the DGT shall not be liable for the same in any manner whatsoever to the Consultant, its Associates or any person claiming through or under any of them.
- 1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 1.1 above shall not vitiate this Agreement or render it voidable.
- 1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the DGT to give any notice pursuant to this Clause 1.4 shall not prejudice the disclaimer of the DGT contained in Clause 1.1 and shall not in any manner shift to the DGT any risks assumed by the Consultant pursuant to this Agreement.
- 1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Consultant and the DGT shall not be liable in any manner for such risks or the consequences thereof.

## 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 India for the time being.
- b) "Consultant" means any private or public entity that will provide the Services to the "DGT" under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause General Condition 3.1.
- e) "Foreign Currency" means any currency other than the currency of the "DGT" country.
- f) "GC" means these General Conditions of Contract.
- g) "Government" means the Government of India
- h) "Local Currency" means Indian Rupees.
- i) "Member" means any of the entities that make up the association; and "Members" means all these entities.
- j) "Party" means the "DGT" or the Consultant, as the case may be, and "Parties" means both of them.
- k) "Personnel" means professionals and support staff provided by the Consultants 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; and "Key Personnel" means the Personnel referred to in Clause GC 5.2(a).
- l) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- m) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix-A hereto.
- n) "Third Party" means any person or entity other than the "DGT", or the Consultant.
- o) "In writing" means communicated in written form with proof of receipt.

#### 1.2 Relationship between the Parties:

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "DGT" and the Consultant. The Consultant,



subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**Law Governing Contract:**

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

**1.3 Headings:** The headings shall not limit or alter the meaning of this Contract.

**1.4 Notices:**

1.5.1 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 by registered post to such Party at the address specified in the Special Condition.

1.5.2 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 Special Condition.

**1.5 Location:**

As specified in Terms of Reference (TOR).

**1.6 Authorized Representatives:**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “DGT” or the Consultant may be taken or executed by the officials specified in the Special Condition.

**1.7 Taxes and Duties:**

The Consultant, and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

**1.8 Fraud and Corruption**

**1.8.1 Definitions:**

It is the DGT’s policy which requires that DGT’s as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the DGT defines, for the purpose of this provision, the terms set forth below as follows:

- i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

- ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii. “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the DGT, designed to establish prices at artificial, non-competitive levels;
- iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### 1.8.2 Measures to be taken by the DGT:

- a) The DGT may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the DGT to remedy the situation.
- b) The DGT may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a 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, an DGT-financed contract.

## 2. Performance security:

- 2.1 The Selected Consultant shall, for the performance of its obligations hereunder during the Contract Period, provide to the DGT no later than 15 (fifteen) days from the date of receipt of Letter of Intent, a **Demand Draft/Banker’s Cheque or Fixed Deposit Receipt or Bank Guarantee** acceptable to the DGT, as per format at **Appendix–H, drawn in favour of DGT “PAO, Ministry of Skill Development & Entrepreneurship” and payable at New Delhi, for a sum equivalent to 10% of the total cost of the project as “Performance Bank Guarantee”**.
- 2.2 Notwithstanding anything to the contrary contained in this Contract, in the event the Performance Security is not provided by the Selected consultant in accordance with the provisions of Clause 2.1 and within the period specified therein or such extended period as may be provided by the DGT in accordance with the provisions of Clause 2.3, the DGT may encash damages, and there upon all rights, privileges, claims and entitlements of the selected consultant under or arising out of this Contract shall be deemed to have been waived by, and to have ceased with the concurrence of the selected consultant, and this Contract shall be deemed to have been terminated by mutual agreement of the Parties.

- 2.3** In the event the selected consultant fails to provide the Performance Security within a period of 15 (Fifteen) days from the date of receipt of Letter of Intent, it may seek extension of time for a period not exceeding 5 (five) days on payment of Damages for such extended period in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day until the Performance Security is provided.
- 2.4 Validity and Release of Performance Security:** Performance Security should remain valid for a period of Sixty days beyond the date of completion of all contractual obligations of the agency.
- 2.5** The DGT reserved the right to terminate the contract at any point of time if the Consultant fails to deliver all the deliverables as mentioned in ToR and violates the contract. In such eventuality, the Consultant shall have to refund the amount released by the DGT together with a penal interest of 12% per annum.

### **3. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 3.1** Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the signing of the contract.
- 3.2** Termination of Contract for Failure to Become Effective: If this Contract has not become effective within 5 (five) days after the date of the Contract signed by the Parties, the contract shall be deemed to be terminated in terms of clause 11.2 of Part-I Section-2 of RFP.
- 3.3 Expiration of Contract:** Unless terminated earlier pursuant to Clause General Condition 3.8 hereof, this Contract shall expire 8 months after the Effective Date (as per clause 3.1) unless such period is extended by the DGT in writing for the same. Extension shall be made under same terms and condition without any financial implication
- 3.4 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 3.5 Modifications or Variations:**
- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, can only be made by written agreement between the Parties. Pursuant to Clause General Condition 8.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
  - b) In cases of substantial modifications or variations, the prior written consent of the DGT is required.
- 3.6 Force Majeure:**

### 3.6.1 Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- c. Subject to clause 3.6.3, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

3.6.2 **No Breach of Contract:** The failure of a Party to fulfil any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **Measures to be Taken:**

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- c) 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.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "DGT", shall either:
  - i. Demobilize or
  - ii. Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC-9.

### **3.7 Damages for delay by the Selected Consultant**

In the event that: (i) the selected consultant does not ensure fulfilment of any or all of the Conditions Precedent set forth in Clause 2.1 within a period of 5 (five) days from the date of this Contract; and (ii) the delay has not occurred as a result of breach of this Agreement by the DGT or due to Force Majeure, the Consultant shall pay to the DGT Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 0.5% (zero point five per cent) of the Performance Security.

### **3.8 Deemed Termination upon delay**

Without prejudice to the provisions of Clauses 3.11.3, the Parties expressly agree that the contract shall expire at the end of such time period after the Effective Date as specified in the SC, all rights, privileges, claims and entitlements of the Selected Consultant under or arising out of this Contract shall be deemed to have been waived by, and to have ceased with the concurrence of the Selected Consultant, and the Contract shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event of expiration of such time period after the Effective Date as specified in the SC for reasons attributable to the Selected Consultant, the Performance Security of the Selected Consultant shall be encashed and appropriated by the DGT as Damages thereof.

### **3.9 Carrying out part work at Risk & Cost of Contractor**

If the consultant makes default or does not execute the work with due diligence even after a notice in writing of 7 days in this from the 'DGT' and does not remedy the default in complying the terms and conditions of the contract, the 'DGT' shall have the powers to execute the work at the risk and cost of the consultant, after determining the work completed so far. The certificate of the 'DGT' as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall

only be taken after giving notice in writing to the consultant. Provided also that if the expenses incurred by the 'DGT' are less than the amount payable to the consultant at his agreement rates, the difference shall not be payable to the consultant. Any excess expenditure incurred or to be incurred by the 'DGT' in completing the part work /part incomplete work or the excess loss of damages suffered or may be suffered by 'DGT' as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the 'DGT' in law or as per agreement be recovered from any money due to the consultant on any account, and if such money is insufficient, the consultant shall be called upon in writing and shall be liable to pay the same within 30 days. The 'DGT' shall have the right to adjust the amount from the dues from the consultant and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of the above course adopted by the 'DGT', the consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

In the event of the above course adopted by the 'DGT', the consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

**3.10 Suspension:** The "DGT" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding 7 (seven) days after receipt by the Consultant of such notice of suspension.

### **3.11 Termination**

#### **3.11.1 By the "DGT":**

The "DGT" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 3.11.1.1

##### **3.11.1.1**

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 3.10 hereinabove, within seven (7) days of receipt of such notice of suspension or within such further period as the "DGT" may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 9 hereof.
- (d) If the Consultant, in the judgment of the "DGT", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the "DGT" a false statement which has a material effect on the rights, obligations or interests of the "DGT".
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the DGT.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Monitoring Committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Committee may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as a 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.
- (i) If the "DGT", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

3.11.1.2 In such an occurrence the "DGT" shall give a written notice of termination to the Consultants not less than thirty (30) days, and sixty (60) days in case of the event referred to in (h).

### 3.11.2 By the Consultant:

The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the "DGT", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 3.11.2.1

#### 3.11.2.1

- (a) If the "DGT" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC-9 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as a 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 "DGT" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC-9 hereof.
- (d) If the "DGT" is in a material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "DGT" of the Consultant's notice specifying such breach.

### 3.11.3 Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clauses GC 3.2 or GC 3.11 hereof, or upon expiration of this Contract pursuant to Clause GC 3.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- i. such rights and obligations as may have accrued on the date of termination or expiration,
- ii. the obligation of confidentiality set forth in Clause GC 4.3 hereof,
- iii. the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 4.4 hereof, and
- iv. Any right which a Party may have under the Law.

#### **3.11.4 Cessation of Services:**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 3.11.1 or GC 3.11.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant, the Consultant shall proceed as provided by Clause GC 4.7 hereof.

#### **3.11.5 Payment upon Termination:**

Upon termination of this Contract pursuant to Clauses GC 3.11.1 or GC 3.11.2 hereof, the "DGT" shall make the following payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause 3.11.1.1(g)& (h) or clause 3.11.2, remuneration pursuant to Clause GC7.3(h)(i) thereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 7.3(h)(i)(ii) thereof for expenditures actually and reasonably incurred prior to the effective date of termination
- (b) If the agreement is terminated pursuant of Clause 3.11.1.1 (a) to (f) and clause 3.8, the consultant shall not be entitled to receive any agreed payments upon termination of the contract. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 10 of this section hereof. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

#### **3.11.6 Disputes about Events of Termination:**

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 3.11.1.1 or in Clause GC 3.11.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 9 hereof,



and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

#### **4. OBLIGATIONS OF THE CONSULTANT**

##### **4.1 General**

**Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance 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 adviser to the “DGT”, and shall at all times support and safeguard the “DGT’s” legitimate interests in any dealings with Sub Consultants or Third Parties.

##### **4.2 Conflict of Interests:**

The Consultant shall hold the DGT’s interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the DGT and seek its instructions.

##### **4.2.1 Consultant and Affiliates Not to Engage in Certain Activities:**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, 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.

##### **4.2.2 Prohibition of Conflicting Activities:**

The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

##### **4.3 Confidentiality:**

Except with the prior written consent of the “DGT”, 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 its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

##### **4.4 Accounting, Inspection and Auditing:**

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “DGT” or its designated representative and/or the DGT, and up to five years from expiration or termination of this Contract, to inspect the same and make

copies thereof as well as to have them audited by auditors appointed by the “DGT”, if so required by the “DGT” as the case may be.

#### **4.5 Consultant’s Actions Requiring DGT’s Prior Approval:**

The Consultant shall obtain the “DGT’s prior approval in writing before taking any change or addition to the Personnel listed in **Appendix-C**.

#### **4.6 Reporting Obligations:**

The Consultant shall submit to the “DGT” the reports and documents specified in the TOR (Deliverables) and in **Appendix-B** hereto, in the form and within the time periods set forth in the said Appendix. DGT will conduct a mid-term review of the performance of the PMU as per the clause 4.9 of ToR.

#### **4.7 Documents/deliverables Prepared by the Consultant to be the Property of the “DGT”:**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “DGT” under this Contract shall become and remain the property of the “DGT”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “DGT”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the DGT and the DGT reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the DGT’s prior written approval to such agreements, and the “DGT” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

### **5. CONSULTANTS’ PERSONNEL**

#### **5.1 General:**

The consultant shall provide their own employee, qualified and experienced personnel as required, to carry out services. The consultant’s personnel shall be full-time and on-site as per ToR and should not be engaged in any other assignment from the consulting agency during the period of this contract.

#### **5.2 Description of Personnel:**

The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s personnel are as per the consultant’s proposal and are described in Appendix-C.

#### **5.3 Approval of Personnel:**

The Personnel listed by title as well as by name in Appendix-C are hereby approved by the “DGT”.

#### **5.4 Replacement of proposed resources:**

Replacement shall generally not be allowed at any stage. The replacement of agreed personnel by the bidder will be allowed in the event mentioned 5.5 or in case of personal reasons for leaving the bidder organization as reasons for replacement of personnel.

**5.5 Removal and/or Replacement of Personnel:**

- (a) Except as the “DGT” may otherwise agree, no changes shall be made in the 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 Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and experience, acceptable to the DGT.
- (b) If the “DGT” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the ‘DGT’s’ written request specifying the grounds therefore, forthwith provide as a replacement a person with equivalent qualifications and experience acceptable to the “DGT”.
- (c) The replaced personnel will be accepted by the DGT only if he scores the same or higher on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the DGT. The outgoing personnel should complete the knowledge transfer with the replaced personnel as per the satisfaction of the DGT. There shall be no gap in the replacement of the personnel.
- (d) However, DGT is free to relieve any personnel at any time during contract period for reasons recorded in writing, by serving 15 days advance notice. The company will be liable to provide the suitable replacement as per the terms mentioned at point ‘c’ above.
- (e) The replacement penalty will be imposed as per the conditions specified in SC of Contract.

**5.6 Nodal Officer:**

If required by the DGT, the Consultant shall ensure that at all times during the Consultant’s performance of the Services a Nodal officer, acceptable to the “DGT”, shall take charge of the performance of such Services.

**6. OBLIGATIONS OF THE “DGT”**

**6.1 Assistance and Exemptions:**

Unless otherwise specified in the Special Conditions, the “DGT” shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, or Personnel to perform the Services (if required during execution).

- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Consultant, and Personnel any such other assistance as may be specified in the Special Conditions.

### **6.2 Change in the Applicable Law Related to Taxes and Duties:**

If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, 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 hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 7.1(b).

### **6.3 Services, Facilities and Property (inputs & facilities) of the “DGT”:**

The “DGT” shall make available to the Consultant the inputs and facilities described in Appendix-E at the times and in the manner specified in said Appendix-E.

### **6.4 Payment:**

In consideration of the Services performed by the Consultant under this Contract, the “DGT” shall make to the Consultant such payments and in such manner as is provided by Clause General Condition-7 of this section hereof.

## **7. PAYMENTS TO THE CONSULTANT**

### **7.1 Total Cost of the Services:**

- (a) The total cost of the Services payable is set forth in Appendix-D as per the consultant’s proposal to the DGT.
- (b) Except as may be otherwise agreed under Clause GENERAL CONDITION 3.5, payments under this Contract shall not exceed the amount specified in Appendix- D.
- (c) Notwithstanding Clause General Condition 7.1(b) hereof, if pursuant to any of the Clauses General Condition 5.2 (c) hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause General Condition 7.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause General Condition 7.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **7.2 Currency of Payment:**

All payments shall be made in Indian Rupees.

### **7.3 Terms of Payment:**

The payments in respect of the Services shall be made as follows:

- (a) The consultant shall submit the invoice based on payment milestones. Invoice will be raised after taking approval from DGT based on acceptance report by DGT.
- (b) During execution of the Project, shortcomings/ deficiencies over the agreed terms, if any, are found, DGT would deduct the suitable amount.
- (c) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The DGT shall release the requisite payment upon acceptance of the deliverables.
- (d) For the purpose of payment under Clause 7.4(c) above, acceptance means; acceptance of the deliverables by the DGT after submission by the consultant to the DGT with / without modifications to be communicated in writing by the DGT to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the DGT, reasons for such non-acceptance should be recorded in writing; the DGT shall not release the payment due to the consultant. This is without prejudicing the DGT's right to levy any liquidated damages under Clause-10. In such case, the payment will be released to the consultant only after it re-submits the deliverable, and which is accepted by the DGT.
- (f) All payments under this Contract shall be made to the accounts of the Consultant specified in the Special Conditions.
- (g) In case of early termination of the contract, the payment shall be made to the consultant as mentioned herewith:
  - i. Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.
  - ii. A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis.
  - iii. The total amount payable shall be the amount calculated as per (i) and (ii) above.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 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.

## **8.2 Operation of the Contract:**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause General Condition -9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable Settlement:**

Performance of the contract is governed by the terms & conditions of the Contract. In case of dispute arises between the parties regarding any matter under the contract, Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause General Condition 9.2 shall become applicable.

### **9.2 Arbitration:**

In case of any dispute, DGT may appoint an arbitrator, which would be accepted by the agency /firm/entity. The decision of the arbitrator would be final and binding on both the parties. The jurisdiction of the court would be New Delhi.

## **10. Liquidated Damages**

**10.1** If the Consultant fails to submit the deliverables on time as set forth in Section 4 (ToR), unless such failure has occurred due to Force Majeure, it shall pay Damages to the DGT or an amount equal to 1% (one percent) of total cost of the services, for every week or part thereof for the delay. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause shall be without prejudice to the rights of the DGT under this Contract, including the right of Termination thereof.

**10.2** The amount of liquidated damages under this Contract shall not exceed 10% (ten percent) of the total value of the contract as specified in Appendix-D.

**11. Adherence to the time schedule is the essence of the contract and the given timelines have to be strictly followed by the Consultant.**

## **12. Miscellaneous provisions:**

- i. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Contractor/Consultant shall notify the DGT/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv. Each member/constituent of the Contractor/Consultant shall be jointly and severally liable to and responsible for all obligations towards the DGT/Government for performance of works/services contractors under the Contract.
- v. The Contractor/Consultant shall at all times indemnify and keep indemnified the DGT/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- vi. The Contractor/Consultant shall at all times indemnify and keep indemnified the DGT/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- vii. The Contractor/Consultant shall at all times indemnify and keep indemnified the DGT/Government of India against any and all claims by Employees, Workman, Contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor/Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the DGT.

### III. SPECIAL CONDITIONS OF CONTRACT (SCC)

S.No.	Ref. of General Condition clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The address is:                      For the “DGT”:                      Directorate General of Training (DGT)                      Ministry of Skill Development and Entrepreneurship                      Government of India                      B-2, Kaushal Bhawan                      Pusa Road, Karol Bagh - 110005                      Email id: <a href="mailto:strive.dgt.proc@gmail.com">strive.dgt.proc@gmail.com</a></p> <p>Consultancy firm/agency:                      -----</p>
2	1.8	<p>The Authorized Representatives are:</p> <p>For the “DGT”:                      Director Incharge (Project),                      Directorate General of Training (DGT)                      Ministry of Skill Development and Entrepreneurship                      Government of India                      B-2, Kaushal Bhawan                      Pusa Road, Karol Bagh - 110005                      Email id: <a href="mailto:strive.dgt.proc@gmail.com">strive.dgt.proc@gmail.com</a></p> <p>For the Consultancy firm/agency:                      _____</p>
3	2.1	<p>The effectiveness conditions are the following:                      Selected consultant to provide Performance Security to the DGT within 15 (fifteen) days from the date of receipt of Letter of Intent.</p>
4	3.1	<p>The time period to commence is 01 week from Date of Lol. However, in case the Consultant fails to commence the contract, the DGT after due notice shall terminate the contract and forfeit the Performance Security.</p>
5	3.3	<p>The time period shall be 8 months after awarded of contract</p>



6	2.5	The DGT reserves the right to terminate the contract at any point of time if the Consultant fails to deliver all the deliverables as mentioned in ToR and violates the contract. In such eventuality, the Consultant shall have to refund the amount released by the DGT together with a penal interest of 12% per annum.
7	7.3	<p>The payment for the project will be released as per ToR:</p> <ul style="list-style-type: none"> <li>i. TDS at applicable rates will be deducted from all the stage payment.</li> <li>ii. All the payments will be made by RTGS/NEFT. For transfer of due amount, the consultant shall provide requisite details in the prescribed mandate form. The consultant will furnish the Mandate Form at the time of signing of contract.</li> </ul>
8	9	The Arbitration proceedings shall take place in Delhi/New Delhi in India.

## **IV APPENDICES**

### **APPENDIX-A – DESCRIPTION OF SERVICES**

*Appendix -A will include the final Terms of Reference worked out by the “DGT” and the Consultants, dates for completion of various tasks, place of performance for different tasks/ activities, specific tasks/ activities/ outcome to be reviewed, tested and approved by “DGT”, etc.*

### **APPENDIX -B -REPORTING REQUIREMENTS**

*Appendix-B include list format, frequency, and contents of reports; persons to receive them; dates of submission; etc. as per the PMU deliverables stated in ToR. If no reports are to be submitted, state here —Not applicable.*

### **APPENDIX C –STAFFING SCHEDULE**

*Appendix-C to include the agreed personnel and schedule.*

### **APPENDIX-D – COST ESTIMATES IN LOCAL CURRENCY**

*This Appendix will include the rates quoted in the Financial Proposal or the negotiated rates, whichever is applicable.*

### **APPENDIX-E – DUTIES OF THE “DGT”**

*This Appendix will include the list of Services and facilities to be made available to the Consultant by the DGT).*

### **APPENDIX-F – DUTIES OF CONSULTANT**

*This Appendix will contain details of work to be carried out by Consultant for DGT.*

### **APPENDIX -G – MANDATE FORM**

*This Appendix will contain banks details of the consultant for payments by the DGT.*

## APPENDIX-G

### MANDATE FORM

Electronic clearing service (credit clearing)/real time gross settlement (RTGS) facility for receiving payments

#### A. Detail of account holder:

Name of the account holder	
Complete contact address	
Telephone number/fax/email	

#### B. BANK ACCOUNT DETAILS:

Bank name	
Branch name with complete address telephone number and email	
Whether the branch is RTGS enabled? if yes, then what is the branch's IFSC code	
Is the branch also NEFT enabled?	
Type of bank account (sb/current/cash credit)	
Complete bank account number (latest)	
MICR code of bank	
BSR code of bank	
Date of effect	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user instruction responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date :

Signature of Customer

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Certified that the particulars furnished above are correct as per our records.

Date:

Signature of Customer

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Branch is presently not "RTGS enabled" then upon its upgradation to "RTGS Enabled" branch. Please submit the information again in the above proforma to the Department at earliest.

**APPENDIX-H – BANK GUARANTEE FOR PERFORMANCE SECURITY**

**Section 5.4 of the RFP can be referred for this section.**

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