Directorate of Employment & Training
Department of Labour, Employment, Training and
Skill Development

INVITATION OF TECHNICAL AND COMMERCIAL BIDS FOR CONDUCTING A TRACER STUDY FOR TECHNICAL VOCATIONAL EDUCATION & TRAINING (TVET) EMPLOYMENT OUTCOMES OF GRADUATES FROM ITI UNDER
SKILL STRENGTHENING FOR INDUSTRIAL VALUE ENHANCEMENT (STRIVE) PROJECT

BIDDING DOCUMENT
(To be used for furnishing bids by the eligible firms)
Tender Ref. No. :- 661/08.06.2022

Address for communication:

DIRECTORATE OF EMPLOYMENT & TRAINING
3rd FLOOR, NEPAL HOUSE
DORANDA, RANCHI-834001
Phone / Fax : 0651-2490138
Email : directorate.et.jh@gmail.com

CONTENTS

Invitation for Bids:

1. **Technical & Financial Proposal should be submitted in separate & sealed envelope.**
2. Tender fees of **Rs.1000 (Rupees One thousand Only)** (non-refundable) in form of a demand draft in favor of Director, Employment & Training, Govt of Jharkhand should be enclosed with the Technical Proposal; failing which the proposal will be rejected.
3. Earnest Money Deposit amounting to **Rs. 50,000 (Rupees Fifty Thousand Only)** in form of Demand Draft in favor of Director, Employment & Training, Govt of Jharkhand should be enclosed with the Financial Proposal which will be returned back to the unsuccessful bidders after completion of selection process/signing of Contract with successful bidder.
4. In addition to above, a successful bidder has to submit an amount equal to **10% of the total Contract Value** as Performance Guarantee in form of Bank Guarantee. The same will be retained by the Client and will be returned after the successful completion of the Contract.

Important Dates and Timings:

Opening of tender	**: 09.06.2022**
Pre-Bid Meeting	**: 17.06.2022 ; 4.00 PM**
Closing/ Submission of tender	**: 04.07.2022 ; 1.00 PM**
Technical Bid Opening & evaluation	**: 04.07.2022 ; 4.00 PM**
Financial Bid Opening & negotiations	**: To be announced later**

Contact Person : 1. Ms. Anju Agarwal - Asst. Director Training (HQ), DET, GoJ

2. Dr. Jitender Dev Jha – PMC- STRIVE, KPMG, Jharkhand

Address : *DIRECTORATE OF EMPLOYMENT & TRAINING* 3rd FLOOR, NEPAL HOUSE DORANDA, RANCHI-834001

Phone / Fax : 0651-2490138 / Email : directorate.et.jh@gmail.com

Section 1. Instructions to Bidders

Introduction

1.1 The Client named in the Data Sheet will select a agency/consulting firm/organization (the Bidder) among the bidders, in accordance with the method of selection specified in the Data Sheet.

1.2 The Bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.

1.3 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. Bidders may contact the Client's representative (Director, DET, GoJ)

1.4 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time and disqualify any bidder on any grounds as deem fit to the Client prior to Contract award, without thereby incurring any liability to the Bidders.

Conflict of Interest

1.5 Guidelines require that Bidders provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.5.1 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting relationships

(i) A Bidder (including its Personnel and Sub-Bidders) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

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

Fraud and Corruption

1.6 It is the Project policy to require that bidders and their agents observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client:

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

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 1.6.1 below.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will cancel contract if it determines at any time that the Bidder or its representatives were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the bidder having taken timely and appropriate action satisfactory to the Client to address such practices when they occur; and

	1.6.1.	In further pursuance of this policy, Bidders shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.
Only One Proposal	1.7	Interested Bidders will submit only one proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.
Proposal Validity (90 Days)	1.8	The Data Sheet indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Bidders to extend the validity period of their proposals. A bid validity for a shorter period shall be rejected by the Client as non-responsive.
Late Bids	1.9	Any bid received by the Client after the deadline for submission of bids will be rejected and/or returned unopened to the bidders.
2. Amendment of RFP Documents	2.1	At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be made available on departmental website to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
3. Preparation of Proposals	3.1	The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Bidders and the Client, shall be written/submitted in English language.
Technical Proposal Format and Content	3.2	Depending on the nature of the assignment, Bidders are required to submit a Technical Proposal including the points mentioned in the Data Sheet and indicated formats TECH-I, TECH-2, TECH-3 &

TECH-4. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. Pages used for the bidding should be one printed side of A4 or letter size paper (every page duly signed by the bidder along with stamp).

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

Financial Proposals

3.4 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall include all costs associated with the assignment, including survey Charges, Travelling Allowances/Dearness Allowances, taxes, IT tools, IVR calls, reports & analysis etc. as indicated in the Data Sheet.

3.5 Prices shall be quoted in Indian Rupees only.

4. Submission, Receipt, and Opening of Proposals

4.1 The original Technical Proposal and Financial Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in the Data Sheet and in the number of copies as indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical proposal, the original governs

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL PROPOSAL"** Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** followed by the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [***4th July 2022 till 4.00 PM***]". This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked, this will constitute grounds for declaring the Proposal non-responsive.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

Evaluation of Technical Proposals

5.2 The evaluation committee shall examine the documents specified in Section 2 point 5.1 of DATA SHEET and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, relevance of experience. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or due to unavailability of the documents indicated in the Data Sheet.

Financial Proposals

5.3 Following the eligibility of technical Proposals, the Financial bids will be opened and the Bidder having lowest (L-1) Financial Proposal bid and other Bidder(s) having bid amount within 5% of the bid amount of L-1 may be invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals

5.4 After the technical evaluation is completed, the Client shall inform the Bidders who have submitted proposals; the successful bidders of Technical Proposals, and shall inform on the spot those Bidders whose Proposals did not meet the minimum eligibility criteria or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The successful bidders will attend the opening of Financial Bids as per the schedule mentioned in the RFP. Bidders' or their representative's attendance at the opening of Financial Proposals may attend.

5.5 Financial Proposals shall be opened publicly in the presence of the Bidder or its representatives who choose to attend. The name of the Bidders shall be read aloud. The Financial Proposal of the Bidders qualified Technical bid will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

5.7 Client will select the lowest proposal among those that passed the technical bid. Proposal price according to para. 5.6 shall be considered, and the Bidder having lowest (L-1) Financial Proposal bid and other Bidder(s) having bid amount within 5% of the bid amount of L-1 may be invited for negotiations.

6. Negotiations

6.1 Negotiations will be held at the address indicated in the Data Sheet. The invited Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations	6.3	Proposal price according to para. 5.6 shall be considered, and the Bidder having lowest (L-1) Financial Proposal bid and other Bidder(s) having bid amount within 5% of the bid amount of L-1 may be invited for negotiations.
Availability of Professional staff/experts	6.4	Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.
Conclusion of the negotiations	6.5	Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Bidder will initial the agreed draft Contract. If negotiations with lowest bidder fail, the second lowest Bidder and so on, will be invited to negotiate a Contract.
7. Earnest money/ Bid Security	7.1	Bidder shall furnish, as part of its Financial bid, a **Earnest Money Deposit of Rs. 50,000 (Rupees Fifty Thousand Only**) in form of Demand Draft in favor of Director, Employment & Training, Govt of Jharkhand enclosed with the Financial Proposal which will be returned back to the unsuccessful bidders after completion of selection process

7.2 The bid security is required to protect the Client against the risk of bidders conduct which would warrant the security's forfeiter, pursuant to para no. 7.3.

7.3 The Bid security may be forfeited:

(a) If a bidder withdraws its bid during the period of bid validity specified by the client as per Data Sheet.

(b) in case of successful bidder, if the bidder fails;

(i) To sign the contract in accordance with para no. 9.

8. Award of Contract

8.1 After completing negotiations, the Client shall award the Contract to the selected Bidder, and promptly notify all Bidders who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful bidders.

8.2 The Bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet.

9. Signing of Contract

9.1 At the same time as the Client notifies the successful bidder that its bid has been accepted, the Client will send the bidder the Contract Form providing in the RFP, incorporating all agreements between the parties.

9.2 Within 3 days of receipt of the contract form, the successful bidder shall sign and date the contract and return to the Client.

10.Confidentiality

10.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

Section 2 - Data Sheet

Tracer Study of ITI Graduates

Paragraph Reference	
1.1	Name of the Client: Director, Employment & Training, Govt of Jharkhand
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes/No
1.3	Proposals must remain valid for 90 days after the submission date.
2.1	Clarifications may be requested not later than 2 days before the submission date. The address for requesting clarifications: Director, Employment & Training, Govt of Jharkhand 3rd Floor, Nepal House, Doranda, Ranchi, Jharkhand - 834002 **Telephone: 0651-2490138** **E-mail: directorate.et.jh@gmail.com**
3.1	Proposals be submitted in the language: - English
3.2	Amounts payable by the Client to the Bidder under the contract to be subject to local taxation: Yes/No
4.1	Bidder must submit the original and one duplicate copy of the Technical Proposal and the original of the Financial Proposal: Yes/No
4.2	The Proposal submission address is: Director, Employment & Training, Govt of Jharkhand 3rd Floor, Nepal House, Doranda, Ranchi, Jharkhand - 834002 **Telephone: 0651-2490138** **E-mail: directorate.et.jh@gmail.com**
	Proposals must be submitted not later than **4th July 2022, 1.00 PM**
5.1	Mandatory documents to be submitted with Technical Proposal:

Sr.No.	Pre-qualification criteria	Supporting compliance
5.1.1	The bidder should be a company/ Institution/agency/society registered (min 3 years old) in India and should be operating in India for a minimum of three years.	Copy of certificate of registration
5.1.2	The Bidder should have an average turnover of at least Rs. 50 lakhs for last three years. The balance sheet/audited report for the last three financial years should be submitted (2019-20, 2020-21, 2021-22).	Audited annual accounts/ certificate from Chartered Accountant
5.1.3	The bidder should have at least 10(ten) staffs members including Team (possessing educational qualifications & experience as per TOR) employed in India. The proof of ESI/EPF registration etc. shall have to be submitted.	Audit statement of previous financial year mentioning number of full time employees or ESI/EPF statement etc.
5.1.4	The bidder should have conducted at least 2 similar work/assignment during last 5 years i.e. FY: 2017-18, 2018-19, 2019-2020, 2020-21 & 2021-22 for Government Departments or their Autonomous bodies or PSUs.	Copy of Work order and satisfactory completion certificate
5.1.5	The firm should be registered with appropriate tax authorities for GST, TAN, PAN etc. and should submit valid certificates of registration with these authorities.	PAN, TAN & GST registration certificate
5.1.6	The firm should never be blacklisted by any central Government / state government / PSU / government bodies /autonomous bodies/ private sector.	Self declaration signed by authorized signatory i
5.1.7	The bidder shall be single point of contact with Directorate of Employment & Training, Govt of Jharkhand and shall be solely responsible for the execution and delivery of the work. No Consortium of companies is allowed.	Self declaration signed by authorized Signatory

Note: Every bidder must provide all the above documents with Technical Proposal, failing which the technical proposal will be rejected.

5.2	The single currency for price quotation & conversions is: Indian Rupees

6.1	Date and address for contract negotiations: **To be announced later** Director, Employment & Training, Govt of Jharkhand 3rd Floor, Nepal House, Doranda, Ranchi, Jharkhand - 834002 **Telephone: 0651-2490138** **E-mail: directorate.et.jh@gmail.com**
7.1	Expected date for commencement of survey : **To be announced later** Director, Employment & Training, Govt of Jharkhand 3rd Floor, Nepal House, Doranda, Ranchi, Jharkhand - 834002 **Telephone: 0651-2490138** **E-mail: directorate.et.jh@gmail.com**

Section 3

Technical Proposal - Standard Forms

TECH-1 Technical Proposal Submission Form TECH-2

Bidder's Organization and Experience
A Bidder's Organization B
Bidder'sExperience

TECH-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-4 Work Schedule

Note:

- The mandatory documents as stated in para no. 5.1 in the DATA SHEET must be enclosed with technical proposal; else the technical proposal will be rejected.
- All the above-mentioned TECH Form is mandatory to be submitted as per description.

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

Dated:

To

Director
Employment & Training, Govt of Jharkhand
3rd Floor, Nepal House, Doranda,
Ranchi, Jharkhand – 834002

Dear Madam/Sir,

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

Demand Draft amounting to Rs…………../- (…………………. Only) with DD No. ………… dated ……………. as tender fee is enclosed.

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.3 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

Undersigned or the following person bearing authorization letter from undersigned will participate in Technical & Financial Bid opening/negotiation process:

Name	Designation	Contact Details

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.1 of the Data Sheet.

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

Yours sincerely,

Authorized Signature [*In full and initials*]: ______________________________
Name and Title of Signatory: ______________________________
Name of Firm: ______________________________
Address: ______________________________

FORM TECH-2: BIDDER'S ORGANIZATION AND EXPERIENCE

A - Bidder's Organization

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

B - Bidder's Experience (Refer 5.1.4 in DATA SHEET)

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

***(Give details in maximum three pages for each experience.*)**

Assignment name:	Approx. value of the contract (in rupees):
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 rupees):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Bidders:
Name of associated Bidders, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: ____

FORM TECH-3: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (**not more than 10 pages, inclusive of charts and diagrams)** divided into the following three chapters:*

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

a) <u>Technical Approach and Methodology.</u> 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 likely problems 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) <u>Work Plan.</u> 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 and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of TECH Form 4.

………

d) *<u>Organization and Staffing.</u> propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*]

TEAM COMPOSITION AND TASK ASSIGNMENTS FOR Professional & Support Staff			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-4: WORK SCHEDULE

	Activity	*Week*							
		1	*2*	*3*	*4*	*5*	*6*	*7*	
1									
2									
3									
4									
5									

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

Section 4

Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.4 of Section 1.

FIN-1 Financial Proposal Submission Form

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Madam,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.3 of the Data Sheet.

Demand Draft amounting to **Rs. ………/- (………………………. Only)** with DD No…………………dated …………………as Bid Security/Earnest Money Deposit is enclosed.

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

"No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

Item	[*Indian Rupees*]
1. Costs of Financial Proposal	
2. Taxes as applicable	
Total Cost (also in words)	

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

Authorized Signature [*In full and initials*]: ______________________
Name and Title of Signatory: ______________________
Name of Firm: ______________________
Address: ______________________

Section 5 - Terms of Reference

1. Background of the Project

The Government of India (GoI) introduced its National Policy for Skill Development and Entrepreneurship in 2015. A policy implementation framework is provided by the National Skill Development Mission (NSDM). The mission reflects the Government's commitment to skilling opportunities for economically disadvantaged/underserved communities and developing a globally competitive workforce. The mission also seeks to shift toward outcome-focused training provision and establishes and enforces cross-sectoral, nationally and internationally acceptable standards for skill training by creating a sound quality assurance framework. The national Skills Strengthening for Industrial Value Enhancement (STRIVE) project has been developed by the GoI with World Bank assistance to incentivize the critical institutional reforms required in the institutional training systems—defined as the Industrial Training Institute (ITI) and apprenticeship—to meet the GoI's commitment to provide skilling opportunities for economically disadvantaged/underserved communities and developing a globally competitive workforce. The key objective of STRIVE is to improve the quality and market relevance of vocational training provided through ITIs and apprenticeship.

The Program for Results (PforR) instrument is particularly suited to achieve the GoI's results based objectives, as it allows for improvement of the systems and institutions that are critical to the implementation of the GoI project. The instrument will ensure a sharp focus on the most important results the GoI wants to achieve (that is, improve relevance and efficiency of vocational training), allow for flexibility in the end use of funds by states and training institutions, support the development of state- level capacities to manage ITIs more effectively, incentivize introduction of performance-based management principles, and strengthen output and outcome monitoring.

STRIVE is divided into four results areas:

a) Improved Performance of Industrial Training Institutes
b) Increased Capacities of State Governments
c) Improved Teaching and Learning capabilities
d) Improved and Broadened Apprenticeship Training

The major activities under STRIVE includes:

a) Performance-based grants for upgradation of selected ITIs
b) Performance-based funding to state governments to incentivize reforms in state management of ITIs and apprenticeship training
c) Overhauling curricula and TL resources in selected key Craftsmen Training Scheme (CTS) programs
d) Enhancing distance and blended learning in pre-employment and in-service teachers training
e) Incentivizing SME participation in modern apprenticeship training through grant funding of industry apprenticeship initiatives (IAIs)

a) System development, capacity development, and advocacy for apprenticeship training.

Directorate of Employment & Training, Govt of Jharkhand is actively participating in implementing the STRIVE project in the state of Jharkhand. A State Steering Committee (SSC) has been formed to guide the implementation of project in the State. A State Project Implementation Unit (SPIU) has been formed, to assist the SSC for the implementation of the project. At the state level, State Project Implementation Unit (SPIU) is responsible for providing fiduciary guidance, implementation, monitoring, and facilitation of STRIVE.

II. Specific information regarding the assignment

The SPIU, from a portion of its Result Area 2 funding, intends to hire/engage a firm/agency/organization to carry out a tracer study of trainees graduated from all ITIs in the state (both project and non-project). There are 11,000+ private and 3000+ public ITIs in India. Out of which Jharkhand has **266 Pvt.** and **59 public ITIs**. The SPIU wishes to hire the services of a consultant to carry out a tracer study of trainees from the project and non-project ITIs as per scope of work.

III. Objective of the Assignment

The objective of this consulting assignment is to carry out a tracer study of trainees from project and non-project ITIs in the state to understand their career progression in the labor market and delivering report(s) with quality data analysis and inferences according to the expectations and protocols, and within a timeframe defined by the SPIU. The overall objective is to evaluate the impact of STRIVE intervention(s) on the beneficiaries and the training relevance to job markets / livelihood activities, and to assess the employment status (wage or self or higher studies or apprenticeship) of the beneficiaries. The Tracer Study shall try to explain the causes of employment outcomes (professional success) and shall provide feedback for improvements in various areas of training and placement at ITIs. The purpose of tracer study is to explore changes for trainees in their professional career after graduation from ITI and whether the interventions planned under STRIVE influenced these changes. The information from tracer studies can help to document and understand the longer-term impacts for former beneficiaries and what services or type of interventions work better in the long run. Knowing what seems to work better and in what circumstances is valuable in any future programme planning, policy advice and decision making. A standardized questionnaire will be the research instrument to be used by all TVET institutions in order to allow comparability of the findings. Adaptations to institutional and sectoral specifics shall be made as required. The questionnaire should comprise the questions presented to all graduates from TVET institutions (core questionnaire), field-specific questions, Trade specific and institution-specific questions. The information will be collected through a questionnaire with a dominance of “closed questions” (categories for response provided). This is the most preferable option of collecting information from a large number of graduates, while interviews could be undertaken at most for small samples of graduates, if needed to meet the required sample size.

IV. Experience, Resources and Delivery Capacity Required:

The proposal will be evaluated based on the complete information provided in the prescribed Template. The firm(s) should include in their expression of interest the following information. The Organizations/Firms must provide information and documentary evidences to establish that they have - technical knowledge on TVET field, labor market and sufficient writing skills to carry out the tasks, Minimum of 5 years relevant professional experience in research for any national/international agencies, knowledge and experience in vocational skills training programs, strong experience in conceptualizing and implementing tracer studies and similar assignments within the context of TVET and preferably in the context of India and excellent communication and report writing skills.

a) Minimum qualifying criteria, which includes number of years of experience, turnover requirement, and required infrastructure.

b) Management competence, which includes suitable profiles with significant experience in TVET on conducting Tracer Studies, field-surveys, impact assessment quality control and assurance related engagements

c) Technical competence, which includes Firm's specialization vis-à-vis the sectoral focus of the assignment in ToR, number of similar projects undertaken and proposed team for the assignment

d) Required supporting documents for experience and qualifying Criteria, CVs of proposed Key personnel, audited financial statement, certified copy of incorporation/constitution, undertaking for non-backlisting for this project as per the ToR.

e) Experience working in similar geographic regions of countries specially in India

V. Scope of work/Essential duties

The Consultant/Firm will be responsible for collecting and analyzing quality data according to the expectations and protocols, and within a timeframe. The tracer study aims to assess the effect of interventions (covering long-term training ecosystem) on the labour market outcomes of the graduates. The tracer study to be carried out under this consultancy assignment will cover the following (not limited to):

- To measure the labor market performance of project and non-project ITIs disaggregated by gender and social groups.
- Sampling with statistically significant sample and designing survey instrument in consultation with SPIU
- Collect information of students who are not in employment/have left the employment and the reasons for the same. While collecting such information specific reasons such as due to- Industry closed because of lockdown, Reverse migration due to Pandemic etc. should also be identified.
- Assess the impact of the ITI training programs in terms of relevance, effectiveness, efficiency and sustainability
- Draw insights from the data collected and provide inputs for corrective measures required to be taken to improve the employability aspects during and after the ITI trainings
- Assess graduate/Pass-outs satisfaction level relating to the type of ITI training attended
- Clear methodology: tracer study instruments and indicator measurement, analytical approach and robustness check approach

- Reasonableness testing of the data (with SPSS syntax/STATA/SAS) as a part of data quality y controls.
- All the survey tools such as questionnaire, method of survey and sampling procedures are subject to prior approval of DET, GoJ.

VI. Methodology

The Consultant should come up with a detailed analytical strategy based on the following guidelines:

a. Elaborate the tracer study methodology and key approaches including the stages of the study, data collection methods, analysis and report writing

b. Finalize a detailed methodology for tracing the trainees in the sample in consultation with the SPIU (DET – GoJ). The methodology will include obtaining list of trainees from which to sample, preparing the random sample of trainees to be traced and the procedure to be followed by the consultant for collecting data in form of survey instrument.

c. Appropriate statistically correct sample sizes may be defined by the firm for undertaking the data collection. The consultant firm is expected to leverage tech-enabled tools for conducting surveys.

d. 100% data collected should be validated using a validation checklist. Missing data points should be recollected

e. Use of mobile-based, near real-time data collection and validation tools should be done to ensure efficiency and accuracy in data collection

f. Secondary data analysis – it is expected that the consultant will use available databases in the market pertaining to Institutional investments and trends, economic environment, employment trends, etc.

g. The sample of trainees will include a buffer number to replace those trainees who cannot be traced within a 100 KM of the ITI they attended

h. **Plan and conduct the study on sampling basis in a representative manner to ensure state level representation of data as well as urban/rural, age and gender segregation of the findings of the quantitative aspects of the study.**

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

i. The total sample size envisaged for this study is 10% of across project and non-project ITIs.

ii. The sample may be further stratified according to rural/urban location, minority criteria and other criteria. The sample size should ensure capturing minimum of 10 % of the population of ITI graduates of the state.

iii. To select sample of trainees from each project ITI, 30 trainees who have passed out from the ITI would be selected. A considerate representation at trade levels should also be considered.

iv. To select sample of trainees from each non-project ITI, 20 trainees will be randomly selected from among those who have passed out within 2 years (10) from among those who have completed one year of training and 10 from among those who have completed two years of training.

v. The ITI sample should cover both rural and urban areas. The sample should aim to capture the diversity of trainees in terms of their age, SC/ST/ OBC status, minority status, disability, education level and household economic status. The sample should also include representation at the trade level and cover both engineering and non-engineering trades.

vi. The main data collection tool will be the trainee questionnaires which will be administered to the sample selected trainees from all sample ITIs. (Project, non-project).

The Consultant shall develop appropriate data collection tools (in English, Hindi and other regional languages if required), surveys, and protocols that allow data to be disaggregated by SC, ST, OBC, minority status, disability, gender, geography and age.

vii. The ITI trainee questionnaires will focus on inter alia the following key questions for trainees from both project and non-project ITIs. The study will also collect personal and socio-economic background of trainees to generate disaggregated findings (by gender, SC/ST, rural-urban location etc.) and as controls.

viii. The consultancy firm shall be responsible for the design of data collection and validation instruments, pre-testing, and finalization of collected data for verification in consultation with SPIU.

Survey Design:

i. Target population

The target population for tracer study will be the trainees from ITIs who successfully completed the CTS program in selected trades and hold the National Trade Certificate. To achieve the STRIVE KPI, the tracer study should target the trainees who passes the AITT in academic year 2017/18 i.e. candidate who appeared and passed the annual examination held in 2018 (this would include trainees appearing for final examination in 2018 for 1 year and 2 year trades). The tracer study should focus on just one homogenous group of trainees (a 'cohort') who finished their training at the same point in time. Tip: The states are advised to maintain robust database of all graduates with all minimum socioeconomic indicators such as gender, previous education level etc. so to avoid including them in questionnaire. **Refer to Annexure- I for the list of selected trades.**

ii. Timing

Tracer study is to be conducted 1 year after the trainee successfully completes their program. This helps in capturing more relevant scenario by ensuring most of the trainees seeking employment have been placed and have a good understanding of the Labour market, issues, and challenges etc.

iii. Sample Size

Agency required capturing survey responses from at least 10% of the totalnumber of trainees passing out in the selected academic year in the required trades. However, the sample size should be large enough to draw quality inferences at the trade level / sector level. The adjusted sample size for each state is included in Annexure. Agency is required to select pass outs for survey from ITIs for representative sample. Also, Agency are required to cover at least 3 ITIs in each district (wherever the requisite number exist) to ensure even geographical spread of the sample.

iv. Sample selection

For Jharkhand, the selected sample should meet the following requirements

- Should capture the diversity of trainees in terms of their gender, caste, location (rural/urban), type of ITI (government and private) education level and household economic status.
- Should include pass outs from both project and non-project ITIs among government and private ITIs.
- The ratio of government ITIs to private ITIs survey should be in proportion to the total number of government ITIs to private ITIs in the State.
- The sample size for a trade should be in proportion to the number of pass outs from each selected trade **(as listed in Annexure-I)** with at least 10 pass outs in each of the trade.
- Should survey the minimum number of ITIs as given in Annexure-I and select at least 3 ITIs from each district (wherever the requisite number exist).
- Should record responses from at least 30 pass outs from each selected ITI.

The Trace Study should be planned and conducted to ensure representation of all categories of ITI graduates/pass out in order to reduce bias in the results. For sample selection both the Stratified and Systematic random sampling procedure should be adopted for the study, details of which are given below:

a) Stage-I

Gender (Men & Women) wise distribution of ITI Graduates in proportionate to their respective share to the total ITI pass outs in the selected academic year should be finalized.

b) Stage-II

Gender wise distribution data is further classified based on the representation of social class wise (SC, ST, OBC and General) in proportionate to their respective share to the ITI pass outs in the selected academic year.

c) Stage-III

Systematic random sampling method is to be adopted to arrive at the sample size (Minimum 10% of total ITI pass outs in the selected academic year) from the above data for each stratum (SC/ST/OBC/General).

The minimum the required sample size for Jharkhand on the basis of trainees in 2018 is as under

Table-1

State	Total No.of ITIs	No.of trades offered	No.of trainees passed in selected 29 trades in 2018	Minimum No.of ITIs to be covered (in Pvt/Govt ratio)	Minimum sample size to be covered
Jharkhand	273	29	23254	55	1175

V. Outputs/Deliverables and Payment terms:

Sr. No.	Phase	Key Deliverables	Timelines	Payment (Indicative)
1.	**Inception Phase**	Inception report with summary appreciation of ToR, detailed methodology, draft questionnaire and work plan. Draft questionnaires and other data collection tools Detailed Study Design and Plan (including Team Mobilization and Training of the Team to be positioned)	Within 2 weeks from the date of award of contract	

2.	Tracer Study Framework: **Design Phase**	• Finalization of Study Instruments (including Manual for Surveyors) • Pilot Study (10% of sample size) • Sampling type, sampling size • Finalization of participants (sample groups) for surveys	2 weeks after the study design and plan approval by the SPIU	10%
3.	Data Collection: **Implementation Phase**	Completion of Field Survey and submission of raw data	1 weeks after the pilot is conducted	
4a.	Data Analysis and Report Writing: **Report Preparation Phase**	Clean Data in Agreed Electronic Format and Analysis (to be Made Available to the SPIU)	1 week after the field survey is completed	

4b.		Draft Report	2 weeks after data analysis completed	40%
4c.		• Final Report • Knowledge sharing – findings to be shared with all the key stakeholders	1 week after the comments on the draft provided by the SPIU and finally accepted by NPIU	50%

VI. Payment Terms

% of total amount	Stage
10%	**Inception Phase, Design Phase, Implementation Phase and Report Preparation Phase**
40%	**On draft report submission**
50%	**Final report Submission**

Note: While making payment, TDS (Income Tax, GST) shall be deducted as applicable)

10% as Performance Security in the form of Bank guarantee to be returned after successful completion of contract

Client will retain an amount equal to 10% of the total contract value and which will be released after a period of 3 months of the successful completion of the Project as per satisfaction of Client and as per terms & conditions of this MoU. No interest shall be paid to the successful bidder by the client on this amount.

VII. Team Composition of the Firm/Organization Required

The following table highlights indicate suggested team Composition; however SPIU may modify the same as per their requirement.

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

Designations	Number of Positions	Minimum Qualification	Experience	Engagement time period
Key Experts				
Team Leader	1	Master's degree or higher in management, statistics, economics, social science or equivalent discipline.	At least 10 years of experience in designing and leading assessment studies in India. At least five years research experience and knowledge of the research methods and survey methodology	1 man-month
Senior Analyst	1	Master's degree or equivalent in economics, statistics or equivalent. Proficient knowledge of statistical software (STATA/SPSS/SAS).	At least 8 years of experience in managing data processing, data assurance and data transfers in surveys in India.	2 man-months
Analyst	1	Master's degree or equivalent in economics, statistics or equivalent. Proficient knowledge of statistical software.	At least 5 years of experience in managing data processing, data assurance and data transfers in surveys in India.	2 man-months
Total				5 Man Months

Non-Key Experts				
Designations	**Number of Positions**	**Minimum Qualification**	**Experience**	**Engagement time period**
Field Team Members /Surveyors	**2**	Bachelor’s degree in social work or equivalent; preference would be given to Master’s degree or equivalent in social work, social science or equivalent discipline. Good knowledge of local language(s).	At least 2 years of experience in implementing surveys in and managing fieldwork on surveys in India.	As required
Data Entry Operators and sufficient number of Computers, Desks, printers, vehicles for transportation and any other required logistics and supplies	Estimated based on expected work plan	N/A	N/A	As required

* The estimated number of personnel is tentative, and the Consultant may deploy personnel based on the timeline of requirement and deliverables within the time period—all subject to SPIU’s approval.

VIII. Activity Plan

The consultant should complete the study in 10 weeks from the start date of the consultancy. The consultant selected to conduct this study will do the following:

a) Prepare a study design and plan, which will include the following:
b) A detailed sampling frame with proper representation of all types of project and non- project ITIs. This will include statistical methods for selecting the sample ITIs and trainees for the tracer study;
c) Preparation of data collection tools and survey roll-out schedule for trainees;
d) Plan for piloting the research tools;
e) Finalize data collection tools;
f) Main field survey including plan and calendar for data collection and quality monitoring including back checks and validation.
g) Composition of the research team, field investigators, and plan for their training
h) Data analysis framework and plan
i) Data analysis and prepare the report of the tracer study.

IX. Reporting

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

a) Provide a complete list (name, address, etc.) of project and non-project public ITIs and private ITIs from which the study sample will be selected
b) Review and approve the Study design, plan, and draft tools;
c) Review and approve the pilot study plan and findings and final tools;
d) Review and approve the data analysis;
e) Review and approve the draft report;
f) Review and approve the final report.

Key questions to be covered are:

i. Employment and income status of the graduates prior to their training in ITI
ii. Current employment and income status of ITI trained trainees
iii. Social and economic (i) enablers and (ii) barriers facing graduates in securing valued employment
iv. Labor force participation and employment rates of trainees with gender and social background (SC/ST) disaggregation;
v. Type of employment-wage employment, self-employment, apprenticeship; permanent/temporary, full-time/part-time;
vi. Wage levels of the trainees if employed-full-time/part-time; income levels if self-employed; and allowances if apprenticeship-formal or informal;
vii. Time taken to get first employment by the trainees and employment history and increase in wage with each change of job;
viii. Sector of employment (if employed in the same sector/skills the trainees learnt);
ix. Job/occupation characteristics if employed or self-employed;

x. Job search methods used;
xi. Usefulness of training obtained;
xii. Trainee satisfaction with training received;
xiii. Reasons for unemployment or not joining the labor force and current activities (including further education and training etc.)
xiv. Document about 50 good cases of trainees (including a few from Minorities ITIs) who are doing well in the labormarket.
xv. Personal details including information on the socio-economic background of the graduate.
xvi. Graduate's perceptions of the quality and usefulness of the trade(s) studied
xvii. Employment history of the graduate from the time he/she passed outfrom the ITI
xviii. Suitability and employment potential of trade acquired in ITI

Quality Assurance

For quality assurance, at least 5% of the total sample size should be supervised and verified by SPIU to ensure that the data collected are in accordance with the research questions set and sample size are entirely covered.

Copyright

All study materials and data from the study will be the sole property of the SPIU. The Bidder will submit all the materials, secondary and primary, including the filled questionnaires, collected for the purpose of the study.

Section 6

Contract for

" CONDUCTING A TRACER STUDY FOR TECHNICAL VOCATIONAL EDUCATION & TRAINING (TVET) EMPLOYMENT OUTCOMES OF GRADUATES FROM ITI "

under

Skill Strengthening for Industrial Value Enhancement (STRIVE)

Project

between

Directorate of Employment & Training, Govt of Jharkhand

&

....

(DRAFT) Form of Contract

Directorate of Employment & Training, Govt of Jharkhand, (First Party) (hereinafter referred to as "DET") register office at 3rd Floor, Nepal House, Doranda, Ranchi, Jharkhand 834002, which expression shall, unless be repugnant to the context and meaning hereof mean and include its successors and permitted assigns and such other subsidiaries, affiliates, or entities controlled by Director General/Director), as the party of the other part.

and

"..............................., hereinafter called as ...., address...................engaged in the business of providing Competency models using its IP of Online assessments that helps organizations align their initiatives to their overall business strategy. By aligning competencies to business strategies, organizations can better recruit and select employees for their organizations. Competencies have become a precise way for employers to distinguish superior from average or below average performance. In addition to recruitment and selection, a well sound Competency Model will help with performance management, succession planning and career development.

Whereas for convenience the individual party be known by its abbreviated name and jointly as 'Parties'.

Definitions

1.1 SOLUTIONS –

a. This refers to carry out a tracer study of trainees from project and non-project ITI's in Jharkhand to understand their career progression in the labor market.

b. To provide feedback for improvements in Technical Vocational Education and Training (TVET) which includes broad range of aspects of employment and work as well as prior learning experiences.

c. To produce sample descriptive findings explaining the causes of employment outcomes (professional success) analyzing the impact of various features of TVET.

Both the parties agree that they can supplement each other's strength; Second Party to create The SOLUTION and DET (First Party) to consume The Solution.

Now with this understanding both the parties have agreed to work together at the following terms and conditions:

1. **Covenants of (SECOND PARTY)**
   a. (SECOND PARTY) has developed the technology to carry out the tracer study of trainees in Jharkhand.

2. **Covenants of (FIRST PARTY):-** (FIIRST PARTY) to allocate a SPOC for assessment coordination & processing invoice.

3. **General terms and Conditions: -**

   a. Confidentiality-It is envisaged that the Parties or any members of their respective Groups or any of their respective Agents may from time to time disclose Confidential Information relating to its current or proposed business to each other. In consideration of such Confidential Information being made available to both parties, (FIRST PARTY) and (SECOND PARTY) agree that any disclosure or dealings between the Parties will be subject to the terms and conditions of this Agreement. Both Parties will treat and keep all Confidential Information confidential and will not, without the Disclosing Party's prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement (for the avoidance of doubt, this will also prohibit discussing the same with any Disclosing Party Group employees other than those involved in connection with the Project).

   b. Neither party may assign the benefit of this Agreement or any interest hereunder except with the prior written consent of the other.

   c. Nothing in this Agreement will constitute the creation of a Client relationship, joint venture or agency between the parties.

   d. Both the parties will continue to their respective trademarks including that of any improvements or work done at its own cost for this AGREEMENT. The intellectual property for solution, which includes existing or new content / technologies, shall vest with (SECOND PARTY) at all times for all regions and countries.

e. (SECOND PARTY) agrees and consents to allow (FIRST PARTY) to use the brand names in (FIRST PARTY) as long as This AGREEMENT or any agreement entered into between the parties remains valid and accepted by both the parties.

f. (FIRST PARTY) will provide all necessary support and systems, including checks and balances, to ensure non-proliferation of (SECOND PARTY).

4. Performance Security Deposit: - (FIRST PARTY) will retained an amount equal to 10% of the total contract value in the form of Bank Guarantee (BG) and will be released after the successful completion of the Project as per satisfaction of (FIRST PARTY) and as per terms & conditions of this MoU. No interest shall be paid to the (SECOND PARTY) on this amount.

5. Term, Termination & Effects: - This AGREEMENT will come into effect on the date of signature and will remain in force for one year until either side delivers a written notification to the other of its intention to terminate the Agreement in which case it will terminate one month after the receipt of such a notification. The agreement can be renewed on expiry on mutually agreed terms and conditions.

6. Commercials Terms and Business to be undertaken: -

a. The currency of business shall be INR.

7. Limitation of Liability: - (SECOND PARTY) total liability in respect of any claims, damages or disputes shall be limited to the value of amount paid by (FIRST PARTY) to (SECOND PARTY).

Neither party shall be liable for any indirect, consequential or ancillary loss, loss of profit, business interruptions, etc.

8. Survival of Terms: - The provisions of this Agreement which by their nature extend beyond the termination of this Agreement will survive and remain effective until all obligations are satisfied. The obligations of all parties will be clearly set down for each project individually.

9. Representations and Warranties of the respective Parties: -

Each Party represents and warrants to the other that:

a. It has full power and authority to execute, deliver and perform this Agreement.
b. (SECOND PARTY) is a company duly incorporated, validly existing and in good standing under the laws governing its incorporation and has full corporate power and authority to execute, deliver and perform this legally binding AGREEMENT.
c. The execution, delivery and performance of this AGREEMENT have been duly authorized by all necessary corporate actions.
d. The execution and performance of this AGREEMENT by it will not violate any law, rule, regulation, or order applicable to it or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which it is a party.
e. (FIRST PARTY) hereby represents and warrants that it will have all necessary power/right/permissions/permits/licenses to sell and market the products to (SECOND PARTY).

10. Force Majeure: - None of the party shall be considered breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

The Affected Party prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

If and to the extent that the Affected Party is prevented from executing its respective obligations by the Event of Force Majeure, the Affected Party shall be relieved of its obligations to provide the Services but shall continue to perform its other obligations under the Agreement so far as reasonably practicable and can be executed without depending on the affected obligation.

11. Dispute Resolution: -

a. If any dispute connected with the formation, performance, interpretation, nullification, termination, or invalidation of this Agreement ("Dispute") is not resolved by the Parties, the Parties shall within thirty (30) days of written notice from one Party to the other Party (a "Dispute Notice") hold a meeting to try and resolve the Dispute ("Dispute Meeting").
b. Each Party shall use all reasonable endeavors to send a representative who has authority to settle the Dispute to attend the Dispute Meeting and that

representative exercising good faith shall try and resolve the Dispute amicably within forty-five (45) business days of the service of the Dispute Notice.

c. In the event that a Dispute is not resolved amicably within forty-five (45) Business Days of the service of the Dispute Notice, whether or not a Dispute Meeting has been held, either Party may refer the Dispute to arbitration in accordance with the Rules, which Rules are deemed to be incorporated by reference into this clause. For the purpose of any arbitration proceedings commenced pursuant to this clause:
   i. the number of arbitrators shall be three.
   ii. the arbitration shall take place at Ranchi, Jharkhand ; India and
   iii. the language to be used in the arbitral proceedings shall be English.

d. Each of the Parties hereby agrees that:
   i. they will submit to the non-exclusive jurisdiction of the courts of Ranchi, Jharkhand; India for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with the clause above.
   ii. it will not challenge any arbitral award made pursuant to arbitration proceedings; and
   iii. it will not object to or challenge any application to enforce any arbitral award in any court and it will submit to the jurisdiction of that court for the purposes of those enforcement proceedings.

12. Modifications:- The AGREEMENT may be amended by mutual consent through an exchange of correspondences between the two Parties.

13. Integration:- This Agreement, including all referenced Annexure, schedules or documents, sets forth the entire Agreement and understanding between the Parties pertaining to the subject matter and merges all prior discussions between them. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement.

14. Superior Agreement:- This Agreement shall not be supplemented or modified by any course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement will be of no effect, unless otherwise expressly provided in this Agreement or agreed to in writing by both parties.

15. **Severability:-** If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. **Relationship of Parties:-** The relationship of the Parties under this Agreement is that of Independent Contracting Parties. Neither Party will be deemed to be an employee, agent, nor any legal representative of the other for any purpose and, nor will have any right, power or authority to create any obligation or responsibility on behalf of the other.

17. **Assignment:-** Parties shall not have the right, to assign, delegate, sublicense, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the Proprietary information to any third party, save and except its own subsidiary, group entity, sister concern or affiliate, without the prior written consent of either Party.

18. **Notices:-** All notices, requests, demands, or directions to any party to this Agreement by another party hereto shall be in writing and deemed given after send by registered mail, postage prepaid courier service addressed as follows.

Scope of Work

a. To measure the labour market performance of Strengthening For Industrial Value Enhancement (STRIVE) supported ITI's.
b. Reasonableness testing of the data (with SPSS syntax) as a part of data quality controls.
c. Assess the impact of the ITI training programs in terms of relevance, effectiveness, efficiency and sustainability.
d. Obtain the views and opinions of employers on the impact, quality and relevance of ITI training programs.
e. Assess graduate / Pass –outs satisfaction level relating to the type of ITI training attended.
f. Clear methodology: tracer study instruments and indicator measurement, analytical approach and robustness check approach.

Project Timelines

S. No.	Key Deliverables	Timeline	Payment *(indicative)*
1	Inception report with summary appreciation of ToR, detailed methodology, draft questionnaire, and work plan. Finalized questionnaires and other data collection tools Detailed Study Design and Plan (including Team Mobilization and Training of the Team to be positioned)	Within 2 weeks from the date of award of contract	10%
2	Pilot Study (10% of sample size) and Finalization of Study Instruments (including Field Manual for Investigators)	2 weeks after the study design and plan approval by the SPIU	
3	Completion of Field Survey (If required)	1 weeks after the pilot is conducted	
4	Data Entry in Agreed Electronic Format and Analysis (to be Made Available to the SPIU)	1 week after the field survey is completed	
5	Draft Report	2 weeks after data analysis completed	40%
6	Final Report (4 hard copies and complete data in soft copy along with the complete methodology adopted, Do's & Dont's of the survey)	1 week after the comments on the draft provided by the SPIU.	50%
	Total	9 weeks (maximum)	

Payment Terms

% of total amount	Stage
10%	**Inception Phase, Design Phase, Implementation Phase and Report Preparation Phase**
40%	**On draft report submission**
50%	**Final report Submission**

Note: **While making payment, TDS (Income Tax, GST) shall be deducted as applicable)**

Section 7

Annexure I: Sampling and Methodology

The list of selected 29 trades for the survey is given below:

Basic Cosmetology	Fitter	Sewing Technology
Carpenter	Information Communication Technology	Sheet Metal Worker
Computer Operator and Programming Assistant	Machinist Grinder	Stenographer & Secretarial Assistant (English)
Draughtsman (Civil)	Instrument Mechanic	Stenographer & Secretarial Assistant (Hindi)
Textile Wet Processing Technician	Machinist	Surface Ornamentation Techniques (Embroidery)
Dress Making	Mechanic (Motor Vehicle)	Surveyor
Electrician	Mechanic (Refrigeration and Air-Conditioning)	Turner
Electronics Mechanic	Mechanic (Tractor)	Welder
Fashion Design & Technology	Mechanic Diesel	Wireman
Solar Technician (Electrical)	Plumber	Information Technology (IT)

Sample Size: The table given below indicates the minimum required sample size for Jharkhand on basis of no. of trainees passed in 2018:

Table-1

State	Total no. of ITIs	No. of trades offered	No. of trainees passed in selected 29 trades in 2018	Minimum no. of ITIs to be covered (in Pvt/Govt ratio)	Minimum sample size to be covered
Jharkhand	**273**	**22**	**23254**	**55**	**1175**

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