



REQUEST FOR PROPOSAL (RFP)

For

**Engagement of Skilling Partner for providing
Employability Skills across Universities, Colleges
in the state of Jharkhand**

By

Jharkhand Skill Development Mission Society (JSDMS)

**Department of Higher, Technical Education and Skill
Development**

Government of Jharkhand

Shram Bhawan, Doranda, Ranchi – 834002

Website: skilljharkhand.org

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| Name of the Issuing Authority | Mission Director, Jharkhand Skill Development Mission Society (JSDMS) |
| Date of Issue | 03/03/2017 |
| Last Date & Time of Submission of Bid | 27/03/2017 up to 01:00 P.M |
| Date & Time of Opening of Bid | 28/03/2017 at 01:00 P.M |
| Validity of bid | 120 days from the last date of Tender submission |
| Earnest Money Deposit (EMD) | INR 5,00,000(Five LakhsOnly) in the form of Bank Guarantee in favour of “Jharkhand Skill Development Mission Society” payable at Ranchi |

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NOTICE INVITING TENDER

FOR

Engagement of Bidder for providing Employability Skills across Universities, Colleges in the state of Jharkhand

No. JSDMS/RFP/003/2017

Ranchi, dated **02/03/2017**

The Jharkhand Skill Development Mission Society (JSDMS) was incorporated as a society in 2013 for the development of the skill training initiatives in the state of Jharkhand invites technical proposals by e-tendering from reputed firms to be engaged as Skilling Partner to provide employability skills to students across state universities and colleges in the state of Jharkhand as detailed in the Scope of Work in this RFP.

The document can be downloaded from the website www.jharkhandtenders.gov.in. Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. **The tender document cost of INR 10,000/- (non-refundable) is to be submitted vide crossed demand draft on any Nationalized bank / Scheduled Commercial Bank in favour of “Jharkhand Skill Development Mission Society” payable at Ranchi**

1. **Issuer**

Mission Director
Jharkhand Skill Development Mission Society
Shram Bhawan, Doranda, Ranchi – 834002
Website: skilljharkhand.org
Email: skilljharkhand@gmail.com

1.2 **Address for Correspondence**

Mission Director
Jharkhand Skill Development Mission Society
Shram Bhawan, Doranda, Ranchi – 834002
Website: skilljharkhand.org
Email: skilljharkhand@gmail.com

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Jharkhand Skill Development Mission Society hereinafter referred to as JSDMS, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the JSDMS, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

JSDMS, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

JSDMS may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

SCHEDULE FOR INVITATION OF RFP

| | | |
|-----|--|---|
| 1. | e-Tender No. | JSDMS/RFP/003/2017 |
| 2. | Name of the Work | Engagement of Skilling Partner for providing Employability Skills across Universities, Colleges in the state of Jharkhand |
| 3. | Name of the issuer of this tender | Mission Director, Jharkhand Skill Development Mission Society |
| 4. | Date of issue of tender document | 03/03/2017 |
| 5. | Date for sending Pre Bid Query | 15/03/2017 till 05.00 P.M. |
| 6. | Pre Bid Meeting | 16/03/2017 at 04:00 P.M. at JSDMS office Ranchi as per address of Communication mentioned below. (Pls. refer the instructions for attending pre-bid meeting) |
| 7. | Publishing of pre-bid queries response | 17/03/2017 on www.jharkhandtenders.gov.in |
| 8. | Last Date for Submission of Bids | 27/03/2017 up to 01:00 P.M. |
| 9. | Last Date for Submission of hard copy of EMD and Tender Fees | 28/03/2017 up to 12:00 P.M. |
| 10. | Date of Opening of Technical Bids | 28/03/2017 at 01:00 P.M |
| 11. | Technical presentation | Yes, date shall be communicated by JSDMS |
| 12. | Place of Submission of EMD, Tender Fees & Opening of Bids | Mission Director, Jharkhand Skill Development Mission Society Shram Bhawan, Doranda, Ranchi - 834002 Website: www.skilljharkhand.org Email: skilljharkhand@gmail.com |
| 13. | Address and Contact Number for Communication | Mission Director, Jharkhand Skill Development Mission Society Shram Bhawan, Doranda, Ranchi - 834002 Website: www.skilljharkhand.org Email: skilljharkhand@gmail.com Contact Number : 0651-2481644 |
| 14. | Cost of Tender Document (Tender fees) | Rs. 10,000/- (Rs. Ten thousand only) (non-refundable) through Demand draft from any Nationalized/Scheduled Bank in favour of "Jharkhand Skill Development Mission Society" payable at Ranchi |
| 15. | Earnest Money Deposit (EMD) | Rs. 5,00,000/- (Five Lakhs only) in the form of Bank Guarantee from any Nationalized/Scheduled Bank in favour of "Jharkhand Skill Development Mission Society" payable at Ranchi |
| 16. | Purchase of Tender Document | Tender document can be downloaded from www.jharkhandtenders.gov.in . The bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the proposal. Scan copy of the same must be uploaded with the proposal. |
| 17. | Validity of Proposal | 120 days from the last date of Tender submission |

Important Notes:

1. The RFP is to be submitted within the stipulated time on the date specified above.
2. Conditional RFPs shall be summarily rejected.
3. JSDMS reserves the right to amend any or all conditions of this RFP Document before the last date of submission of RFPs, or to change the above schedule at any time, without assigning any reasons.
4. Contact person for communication: -Mission Director, Jharkhand Skill Development Mission at Phone No: 0651-2481644
5. In case any Bidder fails to submit the original Demand Draft/ Bank Guarantee of tender cost and Earnest Money along with the bid, the Technical Bid of the Bidder shall not be opened.

Sd/-

Mission Director

Jharkhand Skill Development Mission Society

Section 1: General Conditions of the Contract

1. Jharkhand State Overview

Jharkhand, which is India's 28th state, is endowed with a rich cultural heritage reflected in various facets such as its music, craft, fairs, festivals, archaeology, languages and food.

Carved out of the southern part of Bihar on 15 November 2000, the state of Jharkhand, popularly known as Vananchal (meaning land of woods), is located in the eastern part of India. With an area of 79,714 sq. km, the state shares its border with Bihar in the north, Uttar Pradesh and Chattisgarh in the west, Odisha in the south, and West Bengal in the east. Owing to its abundant mineral resources, the state also hosts some of the country's major industrial units such as Bokaro steel plant, which is the largest steel plant in Asia; India's first iron and steel factory in Jamshedpur and many others. The industrial city of Ranchi is its capital while Jamshedpur is the largest and the biggest industrial city in the state. The rivers of Jharkhand play an important role in the socio-economic aspects of the society. While river Ganges is one of the most important rivers flowing through Jharkhand, irrigation networks also come from Damodar, Barakar, Koel and Suvarnarekha rivers. Being a tribe dominated state, nature has been given utmost prominence in every sphere of life and culture in Jharkhand.

Jharkhand is one the most industrialized regions in India. A mineral rich state, it accounts for 35.5 percent of the country's known coal reserves, 90 percent of its cooking coal deposits, 40 percent of its copper, 22 percent of its iron ore, 90 percent of its mica and huge deposits of bauxite, quartz and ceramics. Due to its huge reserves of forests and natural resources, Jharkhand accounted for more than 70 percent of Bihar's domestic product before the state was bifurcated. Despite this, it is still one of the most backward states in India with its per capita Net State Domestic Product (INR 22,780) well below the national average (INR 33,731) and Net Domestic Product growth rate of 6.35 percent which is below the national average. Despite these challenges, Jharkhand's progress on building infrastructure is commendable. The state is characterized by a good network of roads, railways, airways, telecommunication, power and water systems. It is also well connected by roads with the length of its national highway at 1,600 km and that of the state highway at 2,711 km.

At a national level under the new government regime, the Honourable Prime Minister has envisaged key flagship schemes for the development of the nation namely, Digital India, Make in India, Swachh Bharat Abhiyaan, Jan Dhan Yojana, and Smart Cities which will serve as key employment drivers for skilling in India. It is imperative for Jharkhand to focus on skilling to compliment the efforts at the national level.

About JSDMS

The Jharkhand Skill Development Mission Society (JSDMS) was incorporated as a society in 2013 for the development of the skill training initiatives in the state of Jharkhand. It has taken a target of 20 Lakh people in the state over a period of 5 years. The main objectives of the formation of JSDMS is to develop skills of the youth in the state and increase their efficiency to overcome the problem of migration in the state.

The key functions of the society include:

- Development of skilled manpower for the state of Jharkhand
- Convergence between school education, technical & vocational education
- Development & implementation of State Qualification Framework based on NSQF
- Creating enabling environment to attract investment in skill development in the state

- Developing an IT platform for Jobseekers & assistance in the self-employment
- Promote and undertake analytical work & innovation
- Implement courses specific to Modular Employable Skills (MES) prescribed by National Council for Vocational Training (NCVT) or on Qualification Pack of Sector Skill Councils

2. General Provisions

2.1. Definitions

- “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder
- “Client” means the implementing agency (Jharkhand Skill Development Mission, a Society proposed under Department of Higher, Technical Education and Skill Development, Government of Jharkhand.) that signs the Contract for the Services with the selected Bidder
- “Bidder” means a firm registered as Government / Private institution / agency / body / firm under the relevant Act having presence in India intending to become a Skilling Partner (SP) / Training Partner (TP) for this project.
- “Contract” means a legally binding written agreement signed between the Client and the Bidder including all conditions of the RFP and corrigendum’s (if any)
- “Data Sheet” means an integral part of the Instructions of the Bid document
- “Tender Fees” means the cost of Tender document which needs to be submitted in original on or before bid submission date
- “EMD” means Earnest Money Deposit which is bid security fees which needs to be submitted in original on or before bid submission date
- “PBG / PG” means Performance Guarantee to be submitted by selected bidder in the form of a Bank guarantee in the format enclosed in the RFP
- “Proposal / Bid” means the Full Technical proposal, original Tender fees and EMD submitted by bidders in response to this RFP
- “Online” means uploading the Technical proposals, scan copy of Tender Fees and EMD on <https://jharkhandtenders.gov.in/> with a valid Digital Signature of any Authorized Bidder of the Firm
- “ITB” mean the Instructions to Bidders that provides interested firms with all information needed to prepare their Proposals.
- “LOA” means the Letter of Award sent by client to the selected Bidder before the legal agreement
- “Proposal/Bid” means the Technical Proposal of the Bidder in response to the RFP
- “Proposal due date” means the date of opening of the Technical bid
- “RFP” means the Request for Proposals prepared by the Client for the selection of Bidder to perform as Bidders
- “Services” means the work to be performed by the Bidder pursuant to the Contract
- “TOR” (Section 6 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment
- “JSDMS” means Jharkhand Skill Development Mission, a Society registered under Department of Higher, Technical Education and Skill Development, Government of Jharkhand
- “STT” means State Steering Committee, a committee formed under the Chairmanship of MISSION DIRECTOR, JSDMS

3. Introduction

- 3.1. JSDMS intends to select a Bidder to perform in accordance with the method of selection specified in the Data Sheet.

- 3.2. The Bidders are invited to submit Technical Proposal as specified in the Data Sheet, for services required for the assignment named in the Data Sheet.
- 3.3. The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-bid meet as specified in the Data Sheet. Attending any such pre-bid meet is optional and is at the Bidder's expense.
- 3.4. JSDMS will timely provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal as specified in the Data Sheet.

4. Conflict of Interest

- 4.1. The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in activities that conflict with the interest of the JSDMS/Government of Jharkhand (GoJ) under the contract. It should be the requirement of the contract that the Bidders should provide professional, objective and impartial advice and at all times hold the JSDMS/GoJ interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other JSDMS/GoJ, or that may place them in a position of being unable to carry out the assignment in the best interest of the client.
- 4.2. The Bidder has an obligation to disclose to JSDMS any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract.
- 4.3. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Bidder shall not be hired under the circumstances set forth below:

| | | |
|-------------------------------------|-------|--|
| a. Conflicting activities | (i) | Conflict between activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing implementation services related to those goods, works or services. |
| b. Conflicting assignments | (ii) | Conflict among assignments: Neither Bidders (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidders. As an example, Bidders hired to provide training for this project shall not be engaged to prepare an independent quality assessment for the same project or do the training. |
| c. Conflicting relationships | (iii) | Relationship with client's staff: Bidders (including their personnel and sub-Bidders) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing JSDMS, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Bidder's work. |

5. Unfair Competitive Advantage

- 5.1. Fairness and transparency in the selection process require that the Bidders or their

Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question.

6. Corrupt and Fraudulent Practices

- 6.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this “RFP”, JSDMS shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the JSDMS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security or Performance Guarantee as damages payable to the JSDMS for, inter alia, time, cost and effort of the JSDMS, in regard to the “RFP”, including consideration and evaluation of such Bidder’s Proposal.
- 6.2. Without prejudice to the rights of the JSDMS under Clause 4.1 hereinabove, and the rights and remedies which the JSDMS may have under the LOA or the Agreement, if a Bidder, as the case may be, is found by the JSDMS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or “RFP” issued by the JSDMS during assignment period from the date such Bidder, as the case may be, is found by the JSDMS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the JSDMS who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the JSDMS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical/ adviser of the JSDMS in relation to any matter concerning the Project;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the JSDMS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7. Eligibility

- 7.1. It will be the Bidder’s responsibility to ensure that it meets the eligibility requirements as established in the Data Sheet

8. Qualification to the bid

- 8.1. The bids should adhere to the Technical criterion indicated in Data Sheet

9. General Considerations

- 9.1. In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal

A. Preparation of Proposal

10. Cost of Preparation of Proposal

- 10.1. The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and JSDMS shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. JSDMS is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

11. Language

- 11.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and JSDMS, shall be written in English Language

12. Documents comprising the proposal

- 12.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 12.2. The Bidder shall include a statement of an undertaking of the Bidder to observe, in competing for and executing a contract, Indian laws against fraud and corruption (including bribery).

13. Only one proposal

- 13.1. The Bidder shall submit only one Proposal.

14. Proposal Validity

- 14.1. The Bidder’s Proposal must remain valid for at least 120 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the tendering JSDMS as nonresponsive bid
- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the tendering JSDMS may request Bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security i.e. EMD. A Bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.
- 14.3. If the client finds that any of the personnel have 1) committed serious misconduct, or have been charged with having committed a criminal action, or 2) have reasonably caused to be

dissatisfied with the performance of any of the personnel, then the Bidder shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.

15. Extension of Validity Period

- 15.1. JSDMS will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, JSDMS may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposal's validity.
- 15.2. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal
- 15.3. The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

16. Earnest Money Deposit

- 16.1. Every Bidder participating in the bidding process must furnish the required earnest money deposit as specified in the Notice Inviting Bid (NIB).
- 16.2. EMD of a Bidder lying with Jharkhand Skill Development Mission in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are re-invited.
- 16.3. Form of EMD: The EMD may be deposited in the form of a bank guarantee favour of "Jharkhand Skill Development Mission Society" payable at Ranchi.
- 16.4. The EMD shall be valid for the period of Bid Validity as mentioned in the Data Sheet. The same shall be payable at par at "Ranchi".
- 16.5. Refund of EMD: The EMD of unsuccessful Bidders shall be refunded soon after final acceptance of bid and award of contract.
- 16.6. EMD of Successful Bidder: EMD of the successful Bidder will be returned on submission of the PBG as mentioned in the RFP
- 16.7. Forfeiture of EMD: The EMD taken from the Bidder shall be forfeited in the following cases:-
 - When the Bidder withdraws or modifies his bid proposal after opening of bids.
 - When the Bidder does not execute the agreement within the specified time.
 - When the Bidder does not deposit the Performance Bank Guarantee in the format after the contract is signed.

17. Clarifications and Amendment of RFP

- 17.1. The Bidder may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline but not later than one week before due submission. Any request for clarification must be sent in writing, or by standard electronic means, to JSDMS's address indicated in the Data Sheet. JSDMS will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying its source) to the Bidder. Should JSDMS deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 17.2. At any time before the proposal submission deadline, JSDMS may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be binding on the Bidders. The Bidders shall acknowledge receipt of all amendments in writing.
- 17.3. If the amendment is substantial, JSDMS may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.
- 17.4. The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical Proposal shall be accepted after the deadline.

18. Preparation of Proposals – Specific Considerations

18.1. The Bidder shall prepare its proposal as per the provisions of RFP.

19. Proposal Format and Content

19.1. It is must to meet all the Technical criteria mentioned in data sheet. The Technical Proposal will be opened for Bidder who meets each and every criterion.

19.2. The technical proposal of Bidder disqualified will be returned to the respective Bidder's unopened.

20. Technical Proposal Format and Content

20.1. The Technical Proposal shall not include any financial information. Technical Proposals containing material financial information shall be declared non-responsive.

20.2. The Bidder is required to submit a Technical Proposal, as indicated in the Data Sheet and using the Standard Forms provided.

B. Submission, Opening and Evaluation

21. Submission, Sealing and Marking of Proposals

21.1. The Bidder shall submit bids through Online.

21.2. Offline submission shall only be accepted for EMD and Tender Fees

21.3. An authorized representative of the Bidder shall sign the original submission letters in the required format for the Technical Proposals. The authorization shall be in the form of a written power of attorney attached to the Proposal.

21.4. All pages of the bid and where corrections or amendments have been made shall be signed by the authorised signatory except where the attestation by Gazetted Officer or Chartered Accountant is required. In case of detection of any forgery, the bid shall summarily be rejected, EMD shall be forfeited and JSDMS may also resort to legal action against the Bidder.

21.5. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.

21.6. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by JSDMS no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by JSDMS after the deadline shall be declared late and rejected.

22. Confidentiality

22.1. From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact JSDMS on any matter related to its Technical Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

22.2. Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal

22.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact JSDMS on any matter related to the selection process, it should do so only in writing.

23. Amendment to "RFP"

23.1. At any time prior to the deadline for submission of Proposal, subsequent to the pre offer meet, the JSDMS may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the "RFP" document by the issuance of

Addendum/ Amendment and posting it on the Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the JSDMS may, in its sole discretion, extend the Proposal Due Date.

24. Bid Preparation

- 24.1. The Bidder shall be responsible for all cost associated with the preparation of its Bid and its participation in the selection process. JSDMS shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the JSDMS reserves the right to reject all or any of the offers without assigning any reason whatsoever.

25. Withdrawal of Bid

- 25.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date. The ultimate decision lies with the authority.

26. Pre-bid meet

- 26.1. A Pre-Bid Meet shall be held at the office of Jharkhand Skill Development Mission Society, Shram Bhawan, Doranda, Ranchi – 834002 on the date and time mentioned in the Schedule, Pg. 8. Firms are requested to depute authorized representative to attend pre-bid meet along with the queries, if any. Please also send your queries in advance to be received positively before 15/03/2017 till 05.00 P.M through email at skilljharkhand@gmail.com. Please note that only one authorized representative per firm shall be permitted to attend the Pre-bid Meet.

27. Opening of Proposals

- 27.1. JSDMS shall conduct the opening of the Proposals in the presence of the all Bidder's authorized representatives who choose to attend (in person). The opening date, time and the address are stated in the Data Sheet.
- 27.2. At the opening of the Proposals the following shall be read out: (i) the name of the Bidder (ii) the presence or absence of the requisite document in the Technical Proposal; and (iii) any other information deemed appropriate or as indicated in the Data Sheet.

28. Proposals Evaluation

- 28.1. The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating, the Client will conduct the evaluation on the basis of the submitted Technical Proposals. However, the JSDMS may seek clarification on the information

29. Evaluation of Technical Proposals

- 29.1. The Bidder shall be selected as per Quality based selection (QBS). Bidders scoring minimum 70 marks and above will be considered for further bid evaluation.
- 29.2. The Bidder securing the maximum marks (H1) amongst all will be considered as "most qualified and responsive bid" for further discussions.

30. Correction of Errors

- 30.1. Activities and items described in the Technical Proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the proposal.

31. Award

- 31.1. After issuance of LOA by JSDMS, the selected Bidder shall submit Performance Bank Guarantee and shall sign the contract with JSDMS within 15 days. JSDMS shall then issue the letter of award to the selected Bidder and publish the award information as per the

instructions in the Data Sheet; and promptly notify the other shortlisted Bidders.

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

32. Performance Bank Guarantee and Liquidity Damages

32.1. Within 15 days from the date of LOA from JSDMS, the successful Bidder shall furnish the Performance Guarantee of an amount equal to 5% of the contract value, by way of Bank Guarantee issued by one of the Nationalized Bank / Scheduled Commercial Bank in India for the due performance of the Assignment in the format at Appendix.

32.2. The selected Bidder shall submit the Bank Guarantee for 54 months.

32.3. Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment

32.4. Forfeiture of PG: PG shall be forfeited in the following cases:

- When any terms and condition of the contract is breached.
- When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the contract

33. Penalties

33.1. In case the deliverable is delayed beyond 15 days from the submission date or the revised completion date (as agreed by JSDMS in writing), a penalty of 1.5% per month which will be on the respective amount to the Bidder, subject to maximum of 5% of that monthly fee. If the delay is beyond 3 months, then JSDMS has the right to issue the termination notice. The sum-total of all penalties will be subject to maximum of 5% of the amount of total fees, during the term of the contract.

34. Liquidity Damages

34.1. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected Bidder shall arrange services within the specified period.

34.2. The selected Bidder shall request in writing to tendering JSDMS giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained

34.3. JSDMS shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages.

34.4. If JSDMS agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of service.

34.5. It shall be at the discretion of the concerned JSDMS to accept or not to accept the supply of services rendered by the Bidder after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. JSDMS shall have right to cancel the contract with respect to undelivered service.

34.6. If JSDMS is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period

34.7. Delivery period may be extended if the delay is on account of hindrances beyond the control of the Bidder.

34.8. **Limitation of Liability-** In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

C. Project Deliverables and Payment Terms & Schedule

35. Commencement of Services

35.1. The date for the commencement of services is within 15 calendar days of contract signing and List of deliverables and related activities to be delivered by Bidder shall be as per the mutually agreed Inception Report submitted by Bidder.

35.2. Knowledge Transfer

The Bidder will initiate the knowledge transfer to the JSDMS staff from the 42nd month of the project and complete the overall activity by 48th month of the project.

Note to Bidders: {Upon full and final payment, Client shall have a perpetual, non-transferable, non-exclusive paid-up right and license for purposes of its internal business to use, copy, modify and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to Client. All other rights in the Deliverables and related intellectual property rights shall be the sole and exclusive property of Prime Bidder/ concern agency and/or are hereby assigned to Prime Bidder/ concern agency. Subject to obligations of confidentiality, each party shall be free to use the concepts, techniques and know-how used and developed on the Project. In any event, Prime Bidder/ concern agency shall continue to be free to perform similar services and develop Deliverables that may be similar or which may be competitive with those produced hereunder for itself or its other clients using its general knowledge, skills and experience that are acquired or used in the course of providing the Services}.

36. Period of Completion of assignment:

The project duration is of 48 months from the date of the signing of the contract.

37. Earnest Money Deposit (EMD):

The Bidder shall furnish an interest free EMD of INR 5,00,000(Five Lakhs only) at the time of submitting the proposal in the form of a Bank Guarantee issued by one of the Nationalized Bank / Scheduled Commercial Bank in India in favour of “Jharkhand Skill Development Mission Society” payable at Ranchi, refundable not later than 180 days from the date of submission of offer except in case of the two highest ranked Bidders. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, who has been kept in reserve, shall be refunded its EMD within 180 days from the date of submission of offer.

The Selected Bidder’s EMD shall be refunded upon the Bidder submitting the performance bank guarantee.

D. Other Terms & Conditions

38. Interpretation

- 38.1. If the context so requires it, singular means plural and vice versa
- 38.2. Entire Agreement: The Contract constitutes the entire agreement between the JSDMS and the Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 38.3. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 38.4. Non-waiver: Subject to the condition (49.5) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract

operate as waiver of any subsequent or continuing breach of Contract.

- 38.5. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 38.6. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

39. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Jharkhand State/ the Country (India) and under the jurisdiction of Ranchi Court.

40. Force Majeure

40.1. Definition:

- For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- The Force Majeure would be applied to only those Districts which have been so stated by MISSION DIRECTOR, JSDMS in writing; is part of Government of Jharkhand directives and is agreed by Bidder. Payments of the non-impacted districts will be calculated and given as per the payment schedule and Bidder will not be penalized for the non-performance of the force majeure applied districts. Computing of annual and quarterly performance will also be adjusted on pro rata basis.
- JSDMS will decide the eventuality of Force Majeure which will be binding on both the parties

40.2. No breach of Agreement

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 Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Bidder shall not be liable for forfeiture of its PG or/ and BG, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.

40.3. Measures to be taken

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the

- occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

40.4. Extension of time

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

40.5. Payments

The Force Majeure is applied to only those Districts which have been so stated by MISSION DIRECTOR, JSDMS in writing; is part of Government of Jharkhand directives and is agreed by Bidder.

In the event of Force Majeure is applied to the whole state of Jharkhand, then JSDMS will continue to follow the payment schedule by giving concession to Bidder of non-submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.

40.6. Consultation

Not later than thirty (30) days after the Bidder has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

41. Change Orders and Contract Amendments

- 41.1. JSDMS may at any time order the selected Bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected Bidder.
- 41.2. If any such change causes an increase or decrease in the cost of, or the time required for, the selected Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected Bidder's receipt of the JSDMS's order. The rate-contract enclosed in the Fin-2 will be used to calculate the cost of the additional work/ change request.

42. Termination Clauses

42.1. Termination for Default

- JSDMS may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
- If the selected Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JSDMS; or
- If the selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the selected Bidder, in the judgment of the JSDMS, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the selected Bidder commits breach of any condition of the contract
- If JSDMS terminates the contract in whole or in part, amount of PG shall be forfeited.

42.2. Termination for Insolvency

JSDMS may at any time terminate the Contract by giving a written notice of at least 30 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to JSDMS.

42.3. Termination for Convenience

- JSDMS, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for JSDMS convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- In such case, JSDMS will pay for all the pending invoices as well as the work done till that date by the Bidder.
- Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

42.4. Termination by JSDMS

- The JSDMS may, by not less than thirty (30) days" written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- The Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the JSDMS may have subsequently granted in writing;
- The Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- The Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- The Bidder submits to the JSDMS a statement which has a material effect on the rights, obligations or interests of the JSDMS and which the Bidder knows to be false;
- Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or
- As the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- If the Govt. of Jharkhand would like to terminate the contract for reasons not attributable to the Bidder performance, they will need to clear all invoices for the TC services up to the date of their notice along with 1 month fee pro-rata fee out of the project fee for 60 months.
- If the Govt of Jharkhand would like to terminate the contract for reasons attributable related to the Bidder performance, the government will give a rectification notice for 3 months to TC in writing with specific observations and instructions.

42.5. Termination by Bidder

The Bidder may, by not less than six (06) month written notice to the JSDMS, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- The JSDMS is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently agreed in writing) following the receipt by the JSDMS of the Bidder's notice specifying such breach;
- If there are more than 2 un-paid invoices and JSDMS fails to remedy the same within 45 days of the submission of the last un-paid invoice
- as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- The JSDMS fails to comply with any final decision reached as a result of arbitration.

42.5.1. Payment upon Termination

Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by JSDMS to the Bidder within 30 days of the contract termination

42.5.2. Suspension

The JSDMS may, by written notice of suspension to the Bidder, without any obligation (financial or otherwise) suspend all the payments to the Bidder hereunder if the Bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension

- shall specify the nature of the breach or failure, and
- shall provide an opportunity to the Bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension. The above action will be taken by JSDMS after approval of Bidder Evaluation Committee

42.5.3. Cessation of rights and obligations

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

- such rights and obligations as may have accrued on the date of termination or expiration,
- the obligation of confidentiality set forth in RFP,

43. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other the Bidder 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.

44. Disputes Resolution

44.1. Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to JSDMS, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

44.2. Arbitration

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the

consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by JSDMS and other appointed by Bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Ranchi and following are agreed.

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

45. Disqualification

The bid is liable to be disqualified if:

- Not submitted in accordance with this document.
- During validity of the bid or its extended period, if any, the Bidder increases his quoted prices.
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Bid received in incomplete form or not accompanied by bid security amount/all requisite documents.
- Bid received after due date and time.
- Bidder submits conditional bids.
- Bidder indulges in canvassing in any form to win the contract.
- Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project.

46. Intellectual Property Rights of the Project

During the operational phase, the responsibility would lie with the Bidder. The Bidder shall transfer the Source Code (if any) at the time of completion of the assignment.

47. Responsibilities of the JSDMS

- 47.1. All work regarding creation of JSDMS Steering committee.
- 47.2. Appointment of a single point of contact person, who will coordinate with all departments/ Bidder and stake holders.
- 47.3. Issuance of various government orders/policy amendments as per requirement of the project.
- 47.4. Facilitate Bidder by issuing Office Order to various universities, colleges
- 47.5. Assigning of relevant officials as per project need.
- 47.6. Resolution of problems and disputes arising.
- 47.7. Timely payments to the Bidder which will be governed by updated Common Cost Norm guidelines issued by Ministry of Skill Development and Entrepreneurship, Govt. of India

Section 2. Data Sheet & Instructions to Bidders

| A. General | |
|------------------------------------|--|
| ITC Clause Reference | |
| 1. | Location of the Project: Jharkhand, India |
| 2. | <p>Name of the Client: Jharkhand Skill Development Mission (a Society registered under Department of Higher, Technical Education and Skill Development, Govt. of Jharkhand).</p> <p>Method of selection: Quality based Selection (QBS). Bidders scoring minimum 70 marks and above will be considered for further evaluation. The Bidder securing the maximum marks (H1) amongst all will be considered as “most qualified and responsive bid” for further discussions</p> <p>Any bids which did not pre-qualify as per required clauses shall be disqualified.</p> |
| 3. | <p>Financial Proposal to be submitted as per RFP: No</p> <p>The name of the assignment is: Engagement of Bidder for Jharkhand Skill Development Mission.</p> |
| 4. | <p>A pre-bid meet will be held: Yes</p> <p>Date of pre-bid meet: 16/03/2017, Time (04:00 P.M IST)</p> <p>Shram Bhawan, Doranda, Ranchi – 834002</p> <p>Website: skilljharkhand.org</p> <p>Email: skilljharkhand@gmail.com</p> |
| 5. | <p>Jharkhand Skill Development Mission Society</p> <p>Shram Bhawan, Doranda, Ranchi – 834002</p> <p>will provide the relevant information, guidelines, inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> |
| B. Preparation of Proposals | |
| 6. | <p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p> |
| 7. | The Proposal shall comprise the required documents as required for RFP evaluation |
| 8. | <p>Statement of Undertaking is required</p> <p>As per RFP.</p> |

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| 9. | <p>Participation of Sub-Bidders, Experts in more than one Proposal is permissible</p> <p>No</p> |
| 10. | <p>Proposals must remain valid for 120 days from the date of Tender submission</p> |
| 11. | <p>The contact information for requesting clarifications is:</p> <p>MISSION DIRECTOR, Jharkhand Skill Development Mission Society Shram Bhawan, Doranda, Ranchi – 834002 Website: skilljharkhand.org Email: skilljharkhand@gmail.com</p> |
| 12. | <p>A price adjustment provision applies to remuneration rates: No for the contract period.</p> |
| <p>C. Submission, Opening and Evaluation</p> | |
| 13. | <p>An offline Submission of Technical Proposals is offered: No</p> <p>Hardcopy of EMD and Tender Fees has to be submitted as per details in Schedule Table, Pg. 8</p> <p>An online submission of Technical Proposals is offered: Yes</p> <p>Please follow instructions as follows:</p> <ul style="list-style-type: none"> ▪ The Bidders shall submit the Technical Bids online on the website https://jharkhandtenders.gov.in/ with a valid Digital Signature of any Authorized Bidder of the Firm not later than 01:00 P.M (IST) on Bid Due Date. ▪ The Bid document shall also have the Bidder's stamp on each page along with signature of the authorised representative of the Bidder. ▪ If any Bidder fails to submit its proposal online, the concerned Bidder stands disqualified. ▪ If there is any difference in documents (Technical proposal, Tender Fees and EMD) uploaded online and submitted in hardcopy, online would be considered as final for evaluation. |
| 14. | <p>The bid opening shall take place at:</p> <p>Jharkhand Skill Development Mission Society Shram Bhawan, Doranda, Ranchi – 834002 Website: skilljharkhand.org Email: skilljharkhand@gmail.com 28/03/2017, Time 01:00 P.M (IST)</p> <p>Opening of Bids</p> <p>All the bids received till the due date and time shall be opened by JSDMS in the presence of Bidders, as per the schedule (subject to change and early</p> |

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|-----|--|---|---|
| | notification to Bidders) indicated in the Schedule for Invitation of RFP. | | |
| 15. | Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: a. Technical Criteria | | |
| | Sr. No. | Eligibility Criteria | Documentary Evidence |
| | 1 | The Bidder should be a single Business Entity. (Any kind of consortium / JV is not allowed). A Business Entity shall mean a firm/educational institution affiliated by AICTE / UGC or equivalent body recognized in India. Firms have to be registered under the relevant Act (Companies/Society/Partnership firm) and operating for the last 5 years as of March 31, 2016. Institutions of national importance will be given a preference in the selection process. | Certificates of Registration/ Incorporation. |
| | 2 | The Bidder should have audited Financial statements in each of the previous three financial years and should have positive net worth (FY 2012-13, 2013-14 and 2014-15) | Certificate from Statutory Auditors for the last 3 years |
| | 3 | Bidding firm should have more than 100 qualified people as per defined scope of work on its payroll Detailed CVs of experts to undertake tasks should be enclosed for evaluation | Self-certification from the HR Head or Authorized Signatory in the prescribed format |
| | 4 | Experience of completed/ongoing projects of similar nature across universities, colleges as a Lead Bidder as part of a contract in the last 5 years <ul style="list-style-type: none"> ▪ > 5 projects – 20 marks (max.) ▪ 3-5 projects – 15 marks ▪ 1-3 project – 10 marks ▪ < 1 project – 0 marks | For Ongoing project – Copy of Signed Contract For Completed project - Copy of Signed Contract with Completion certificate issued by the client OR CA certificate stating full fees has been received OR Self-certification by Authorized signatory stating that project is completed to be submitted |

| | | | |
|--|---|--|--|
| | 5 | <p>Experience of working with state government or central government on a large skill development project of value > INR 1 Crore in last 3 years (FY 2012-13, 2013-14 and 2014-15)</p> <ul style="list-style-type: none"> ▪ > 3 projects – 15 marks (max.) ▪ 1-3 project – 10 marks ▪ < 1 project – 0 marks | <p>For Ongoing project – Copy of Signed Contract</p> <p>For Completed project - Copy of Signed Contract with Completion certificate issued by the client OR CA certificate stating full fees has been received OR Self-certification by Authorized signatory stating that project is completed to be submitted</p> |
| | 6 | <p>The Bidder should have relevant course content and delivery platform ready to start the implementation as soon as contract is awarded</p> | <p>Copy of course curriculum/ syllabus and other relevant training platforms aligned with prevailing national / international standards</p> |
| | 7 | <p>Professional experience and expertise in skilling youth, especially college going students, and ensuring that all steps are taken towards enabling them for sustained employment</p> <ul style="list-style-type: none"> ▪ > 5000 students – 20 marks (max.) ▪ 3001-5000 students – 15 marks ▪ 1001-3000 students – 10 marks ▪ 501-1000 students – 5 marks ▪ < 500 students – 0 marks | <p>For Ongoing project – Copy of Signed Contract</p> <p>For Completed project - Copy of Signed Contract with Completion certificate issued by the client OR CA certificate stating full fees has been received OR Self-certification by Authorized signatory stating that project is completed to be submitted</p> |
| | 8 | <ul style="list-style-type: none"> ▪ Approach & Methodology for the project – 20 marks ▪ Technical Presentation demonstrating understanding the concept and program implementation – 15 marks ▪ Interview of Key Personnel’s enclosed for evaluation who will | |

| | | manage the program – 10 marks | |
|---|--|--|--|
| | 9 | The Bidder should not have been blacklisted by Central / State Government / Departments / PSUs in India as on bid submission date. | Self-certification from the Authorised Signatory |
| <p>Note:</p> <ul style="list-style-type: none"> It is must for Bidder to qualify the each and every technical criterion mentioned in this section. The technical proposal of disqualified Bidder at stage will be returned unopened. | | | |
| 16. | Letter of Award shall be issued to the successful Bidder and then shall be invited for signing the contract. | | |
| 17. | The publication will be done within 15 days after the contract signing. | | |

Section 3. Technical Proposal – Standard Forms

{All supporting required as per clauses along with following proposal submission form on the letter head of the Bidder.}

PROPOSAL SUBMISSION FORM

(On the letter head)

{Location, Date}

To:

MISSION DIRECTOR,
Jharkhand Skill Development Mission Society
Shram Bhawan, Doranda, Ranchi – 834002

Dear Sir,

We, the undersigned, offer to provide the services to Jharkhand Skill Development Mission Society in accordance with your Request for Proposals dated..... We are hereby submitting our Proposal, which includes the Technical Proposal sealed in a separate envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by JSDMS.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- (c) We have no conflict of interest as stated in the RFP.
- (d) We meet the eligibility requirements as stated in RFP
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet.

We understand that JSDMS is not bound to accept any Proposal that JSDMS receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

Name of Bidder: _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Section 4. Technical Proposal – Standard Forms

1. Checklist of Required Forms

| Required Proposal (√) | Form | Description |
|-----------------------|---------|---|
| √ | TECH-1 | Bidder's Organization and Experience. |
| √ | TECH-1A | A. Bidder's Organization |
| √ | TECH-1B | B. Bidder's Experience |
| √ | TECH-2 | Comments or Suggestions on the Terms of Reference |
| √ | TECH-3 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment |
| √ | TECH-4 | Work Schedule and Planning |

Form TECH-1

BIDDER’S ORGANIZATION AND EXPERIENCE

A brief description of the Bidder’s organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. The outline should indicate the names of the Bidder’s Key Resources who participated, the duration of the assignment, the contract amount, and the Bidder’s role/involvement.

A - Bidder’s Organization (to be limited to 2 pages)

- Provide here a brief description of the background and organization of your company/partnership firm.
- Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Bidder’s Experience

1. List only previous similar assignments successfully completed/ on-going in the last 5 years as specified in the Data Sheet under Technical Evaluation criterion

(Please note that bids not responding to the above critical areas may be considered non responsive):

2. List only those assignments which are similar to the current assignment
3. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.
4. Format for Experience is as follows:-

| Duration | Assignment name/& brief description of main deliverables /outputs | Name of Client & Address | Approx. Contract value (in Rs equivalent)/ Amount paid to your firm | Role on the Assignment | Start date of the project | End date of the project |
|-----------------|--|-------------------------------------|--|-------------------------------|----------------------------------|--------------------------------|
| | | | | | | |
| | | | | | | |

(Each credential cited must include a brief write-up on the services provided along with the Purchase Order or signed contract or completion certificate)

Form TECH-2

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

Form TECH-2: comments and suggestions on the Terms of Reference and any other provisions should be as per RFP guidelines only.

Form TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE AND UNDER HEADERS AS SPECIFIED IN THE DATA SHEET POINT 3.

Form TECH-4

WORK SCHEDULE AND PLANNING

| No. | Deliverables | Months | | | | | | | | | | | TOTAL | |
|-----|--------------|--------|---|---|---|---|---|---|---|---|-------|---|-------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | n | | |
| A-1 | Activity 1 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| B-1 | Activity 2 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| C-1 | Activity 3 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| D-1 | Activity 4 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

1. List the activities required to complete them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Section 6. Terms of Reference (TOR)

- **Background** -Government of India has recognized Education as one of the critical elements of the national development effort and Higher & Technical education, in particular, is of vital importance for the nation, as it is a powerful tool to build knowledge-based society. Department of Higher, Technical Education & Skill Development (hereinafter referred to as DHTE&SD), Government of Jharkhand has focused approach towards developing Jharkhand as education hub of eastern India. The Department's constant endeavour is to improve and expand education in higher and technical education sectors, with a view to eliminate disparities in access and lay greater emphasis on the improvement in the quality and relevance of education at all levels.

The role of Department, therefore, includes policy formulation, programme implementation, coordination with various stakeholders, knowledge management, research and innovation, creation of intellectual property, training and capacity building. , reaching out to disadvantaged sections, women and minorities in the higher & technical education sector.

Government of Jharkhand has also established a number of premier institutions which have come to acquire a reputation for excellence and national importance. Improvement of access along with equity and excellence, the adoption of Government of India strategies and programs, enhancing the relevance of higher, technical education and skill development through curriculum reforms, vocationalization and information technology, quality of research, networking and distance education are some of the main policy initiatives of the higher education sector.

- **Scope of Work** - Indian system of higher education is the third largest in the world, after those of the US and China. However, the employability of India's university graduates continues to remain weak even while there is an acute shortage of skilled manpower in an increasing number of high demand sectors. Under such circumstances, it becomes essential to address the mismatch between an individual's job skills and the demands of the job market. Therefore, training which imparts essential skills such as English Communication, Computer skills, and soft skills etc. to youth along with a domain specific skill that is acquired through class room and practical training could help increase the employability of youth in the state.
- **Objective** - The objective of the assignment is to establish partnership with Bidder to provide comprehensive support to DHTE&SD to transform the state into knowledge hub for quality education and skill development, provide technical guidance and support in creating and strengthening Employability skills development program successful for students across state universities and colleges.
- **List of Tasks to be executed by Bidder-**
 - To prepare the strategy paper and for universities students employability skills program in consultation with concerned departments , Govt. of Jharkhand
 - To facilitate finalization of the strategy and launching of the program in cooperation with DHTE&SD
 - Forge collaboration with universities and industries as key stakeholders for implementing the program successfully and undertake continuous team building measures and capacity building exercises
 - To build curriculum compliant to prevailing national standards such as NSQF and offer the same to develop employable skills of the youth particularly for rural SC and ST youth
 - To develop a framework for assessment of higher and technical education students
 - To impart training to 51,000 students over next 4 years in different colleges/universities

- To facilitate detailed plan preparations, inception plan, guidance support to DHTE&SD
- To develop and assist in developing monitoring framework to facilitate effective monitoring evaluation and delivery systems for successful implementation of the program
- **Expected Outcomes -**
 - Students are expected to have better employability skills through the programme
 - Standardization of Training curriculum, duration of trainings and assessment of training program as per industry standards
 - Introduction and embed skills curriculum in university education
 - Appropriate monitoring and evaluation systems developed for effective implementation of the programme in the state
- **Proposed Course Structure** –The intended courses (but not limited to) should be modular, interlinked and iterative manner, cumulatively building knowledge, skills and competencies administered in classroom and field work with minimum course duration as per NSDC standards. However, the bidder is requested to suggest minimum number of hours each required for the following courses in their Technical proposal. Successful students will be certified by Bidder. The courses have to be in line with prevailing national standards such as NSQF etc.
 - **Course I – Certificate in Management and Soft Skills (Engineering colleges)**
 - **Course II – Certificate in Entrepreneurship / Construction Management / IT Systems / domain to be specified by Bidder (Engineering colleges)**
 - **Course III – Certificate in Management and Soft Skills (General Degree colleges)**
 - **Course IV – Certificate in Travel & Tourism / Financial Management / Hospital Services Management / IT Support or BPO / domain to be specified by Bidder (General degree colleges)**
 - **Course V – Certificate in Communication and Soft Skills (Polytechnic colleges)**

Certificate in Management and Soft Skill Course for Engineering and General Degree Students should have the components:

Course I and Course III: Certificate in Management and Soft Skills (Minimum duration 200 hrs)

Components:

- English Communication
- Analytical Skill
- Leadership and People Skill
- Computer Skills – Application based
- Ethics, Integrity and Aptitude
- Electives:
 - Financial Literacy or
 - Introduction to Entrepreneurship
- Field Assignment

Course II and Course IV: Certificate in a domain(as per course timelines including Fieldwork/ internship / on the job training)

The domain identified should fall in under the high priority sectors of the Government of India and

State Government of Jharkhand. An indicative list is given below:

1. Banking, Financial Services & Insurance (BFSI)
2. Agriculture and allied services
3. Automotive
4. Beauty & Wellness
5. Capital Goods
6. Construction
7. Domestic Workers
8. Electronics
9. Food Processing
10. Gems & Jewellery
11. Handicrafts
12. Healthcare
13. IT/ITES
14. Life Sciences
15. Logistics
16. Mining
17. Power & Utilities
18. Retail
19. Security Services
20. Sports
21. Telecom
22. Textile & Handloom
23. Tourism & Hospitality

Course V: Certificate in Communication and Soft Skills (Minimum duration 200 hrs)

Components:

- English Communication
- Analytical Skill
- Leadership and People Skill
- Computer Skills – Application based
- Ethics, Integrity and Aptitude
- Electives:
 - Financial Literacy or
 - Introduction to Entrepreneurship
- Field Assignment

Identification of Participating Colleges and Universities across the State:

- JSDMS will identify the colleges and Universities that will participate in this programme (to be called Participating Colleges and Universities or PCU henceforth) and the same will agreed with the Skilling Partner to start the training.
- The Skilling Partner should be ready to work in any part of the states including the most backward districts or areas in the State.
- All students enrolled in state polytechnics affiliated to State Board of Technical Education, Jharkhand will be part of the program
- All the 5 State Universities and 100 affiliated colleges will be selected for this programme.
- The list of Universities are:
 - Kolhan University, Chaibasa,
 - Nilamber-Pitamber University, Palamu,
 - Ranchi University, Ranchi,
 - SidoKanhu University, Dumka,
 - VinobaBhave University, Hazaribagh

Appointment of College Anchor Person:

- The Principal (or the head of the Institution) will designate a senior faculty member of the college as the Anchor Person for this programme.
- The Anchor Person will be the single point of contact for the programme in the college and will coordinate with the Skill Partner for the smooth delivery of the programme.

Skill Gap analysis and Course mapping:

- The TP will conduct a quick skill gap analysis study relevant for University students to map and recommend the domain courses to various participating colleges and Universities
- The TP must use the existing reports available including the district-wise skill gap study done by NSDC in 2012 for their above study.
- The list of courses must be decided and agreed up on by all the stakeholders including JSDM, Universities and Colleges.
- The study must be conducted soon after the empanelment of the Skilling Partner and to be completed in three months from the date of its commencement.
- The TP will conduct this study at their own expense

Mobilisation/ enrolment of Trainees

- Prior to initiation of training, the students from PCU must be enrolled by empanelled Skilling Partner in consultation with JSDMS.
- The Government aims to achieve inclusive growth through skill development and therefore, SC/ ST, women and people with disability will be given preference in the enrolment process.
- Government aims to train 50,000 students in 5 State Universities in 4 years.
- An indicative year-wise training target and number of participating colleges are provided below. However, Bidder has the discretion to suggest a plan as part of their proposal.

| Year | Number of Participating Universities and Colleges | Number of Students to be trained | Courses |
|-------------|---|--|---|
| Year 1 | 2 Universities and 40 Affiliated Colleges | 4000 students (100 students from each college) | All 4000 students will be trained in Certificate in Management and Soft Skills |
| Year 2 | All the remaining Universities and Colleges will be added. Total 5 State Universities and 100 affiliated Colleges | 14000 Students (100 from each college enrolling in Certificate in Management and Soft Skills Programme and 3000 students from Year 1 Colleges to enrol for certificate in domain course) | 10,000 students enrolled in Certificate in Management and Soft Skills Programme and 3000 students to be enrolled in Domain course |
| Year 3 | 5 Universities and 100 affiliated Colleges | 17,000 students (100 students from each college enrolling in Certificate in | 10,000 students enrolled in Certificate in Management and |

| | | | |
|--------|--|---|--|
| | | Management and Soft Skill Programme and 7000 students from year 2 colleges enrolling in Certificate in domain skill programme | Soft Skills Programme and 7,000 students enrolled in Certificate in Domain Skill Courses |
| Year 4 | 5 Universities and 100 affiliated Colleges | 17,000 students (100 students from each college enrolling in Certificate in Management and Soft Skill Programme and 7000 students from year 3 colleges enrolling in Certificate in domain skill programme | 10,000 students enrolled in Certificate in Management and Soft Skills Programme and 7,000 students enrolled in Certificate in Domain Skill Courses |
| Total | | 51,000 students trained | 34,000 students trained in Certificate in Management and Soft Skill Programme and 17,000 students are given a Certificate in a Domain |

- The Participating College and the Skilling partner are responsible for enrolling the required number of students in each college. If the required number of students is not met in a college, the name of the college will be withdrawn from the list. The program shall be open for passed out students as well.
- Mobilisation should be accompanied by counselling wherein Skilling Partner is expected to provide candidates all possible information on the nature of work in the sector/trade, availability of jobs, potential pay and entitlements, growth prospects and risks involved, with the aim of helping candidates and their families make informed choices.
- Registration of trainees must be linked to their Aadhaar identity, which the Bidder are expected to facilitate before trainee registration.
- The payment to the TP will be based on the number of students successfully completing the programme (i.e. number of students receiving the certificate) with an acceptable dropout rate of not more than 10 percent.

Batch management

- A training batch would consist of not less than 15 and not more than 30 trainees. This is to ensure that the quality training is delivered at all participating colleges and Universities.
- The participating College and the TP will be responsible for creating batches as per the academic timetable of the college.

- The Participating College and the TP will be responsible for maintaining the batch size at all times during the course of implementation of the programme.

Training Centre and Infrastructure

- Training shall be conducted in the premises of PCUs and therefore, an assessment of training infrastructure including classrooms, computer labs etc. should be done by the TP before enrolling the students.
- Each class rooms (capacity of 30 students) and a computer lab (30 working computers) will be provided by the PCU to the TP for conducting the skill development programme in the college. Any college having only one computer lab, will share the same with the TP based on the availability of the lab and this should be arranged by mutual understanding among the parties concerned.
- Any other equipment required for training including the domain specific training equipment has to be provided by the TP.
- The TP will have to pay the Utilities such as electricity and water etc. as per the actual and as agreed among the parties concerned.
- Maintenance of computers and the electrical equipment fitted in the classrooms should be done by the TP
- An agreement with regard will be signed between the PCU and the TP
- The number of students to be enrolled in each college should be done in consultation with JSDMS and DHTE&SD based on the availability of infrastructure in the college.
- The TP should have offices at various levels of project execution, i.e. College, University, District and State to ensure smooth execution of the programme. The offices should be supported by staffs competent to run skill development programme.

Expert Teachers, Trainers, Internship and Field Work Facilitators

- TP will assess and enrol a large pool of experts from academia, industry, government, autonomous bodies and civil society who are willing to take course modules including lectures, tutorials and field work from the catchment area of the PCUs. Enrolment should be done for each of the domain areas, and specific modules.
- Towards the end of program, the Skilling Partner will undertake Training of Trainers (ToT) programs. It will be organised to equip the trainers with Pedagogy and Content as a part of the Knowledge Transfer process in the last 6 months before project closure. It shall cover Capacity building workshops and design of Training manuals for intended trainers.
- Trainers must be certified by the TP or any competent authority. Only certified trainers should be allowed to teach or train the students
- ToTs should be a continuous process to help trainers retain the training and therefore, TP should organise re-orientation programmes at their own cost from time to time.
- The Bidder must create a state level database of trainers and map their competencies and locations. The database must be shared with JSDMS

Training delivery

- Bidders are not allowed to provide training through a franchisee arrangement. No part of training centre or training shall be sub-let to any agency/individual in any form.
- The Bidder shall be responsible for all aspects of the training including centre readiness, quality of training delivery, assessment and certification, and outcomes required from the training.

Curriculum

- TP will provide all the necessary curriculum and content for training.

- Training content should have training materials for the students and also guide for the trainers. (detailed content should be made available to the students as well as trainers and not just broad outline)
- Curriculum must be aligned to the National Occupational Standards (NOS) and Qualification Packs (QPs) developed by Sector Skill Councils (SSCs) established under the National Skill Development Corporation (NSDC). If the requisite levels of qualification packs are not available, the TP should be ready to align their course to the NOS as and when the qualification packs are developed by SSCs and made available within 3 months from the date of release of QPs
- The training curriculum must have mandatory modules on soft skills, computer literacy, financial literacy and entrepreneurship.
- Adequate practical and on the job training/internship must be incorporated into the training module where necessary.
- The Intellectual property (IP) rights of the course material will be jointly held by the TP and the DHTE&SD, Government of Jharkhand
- The branding of the course material should be redesigned to include all stakeholders including the Government

Assessment and Certification

- The TP should establish a fair and transparent assessment and certification process and wherever necessary, should do an independent assessment of trainees by a third-party agency authorised by the relevant Sector Skill Council.
- For Domain related courses, the assessment and certification has to be done by Sector skill councils. For Management and Communications skill related courses, a 3rd party agency will be brought to undertake this process.
- After assessment, each successful candidate must be awarded a certificate issued by the Certifying Agency approved by the relevant Sector Skill Council to ensure acceptability in the industry.
- Apart from third-party external assessment, continuous internal assessment in the form of quizzes, assignments and tests should be a part of the course curriculum.

Facilitating Trainees in securing Wage or Self Employment

- Though providing wage employment to the beneficiaries is the prime focus of JSDMS, self-employment shall also be considered under this programme. Achievement of outcomes, in terms of sustainable wage or self-employment being facilitated for trainees, shall be a crucial element for assessing the performance of Bidder at the time of annual empanelment renewal.
- Payment to TP, in line with the notified Common Norms, shall also be linked to achievement of envisioned outcomes, as detailed in Schedule
- Prior to batch initiation, each skill training course will be recorded as being geared towards wage employment or self-employment. Accordingly, the outcomes for Empanelled TSPs shall be defined.
- For courses aimed at wage employment, trainees should secure a job within three (3) months of completion of training and should retain the same/similar job for a subsequent period of three (3) months for the trainee to be considered 'successfully placed'.
- For courses aimed at self-employment, trainees should become gainfully employed in livelihood enhancing occupations. This should be evidenced through a newly acquired trade license, or proof of setting up of an enterprise or becoming a member of a producer group, or proof of additional earnings (bank statement) or any other suitable and verifiable document.

- The students aspiring for higher studies or Government jobs should have to express their interest in the form of a letter duly signed by the candidates. These students would be included while assessing the performance of the Bidder

Post Placement Tracking and Support

- To ensure sustained benefits from training, Bidder are required to track and report successfully placed candidates for a period of 12 months. The formats and periodicity of reporting shall be mentioned in the terms of work provided in the Agreement.
- For candidates provided with wage employment in any industry, information like appointment letter, remuneration, etc. must be maintained and submitted to JSDMS as per terms of the Agreement between JSDMS and the Bidder. For candidates setting up their own enterprises, the Bidder would track the progress of the enterprises for a period of 12 months.
- Contact details of successful trainees should be passed on to JSDMS for sample checking.
- All records including but not limited to those pertaining to attendance, class progress, assessment, certification, and training outcomes, must be maintained both manually (hardcopies submitted to JSDMS as per terms of Agreement signed between JSDMS and Bidder) as well as uploaded on to a Skill Management Information System.

Programme Monitoring and evaluation:

- JSDM and TP will form a joint committee to review the progress of the programme in every three months.
- The annual performance evaluation will be done by a team of experts appointed by JSDM and the report will form the basis for future grants to the TP
- If the training targets and outcomes are not met, the performance guarantee of the TP will be forfeited and the TP will not be eligible for any future grant from the State Government

Role and Responsibilities of Stakeholders

| SN | Items | Role of Government JSDMS and DHTE&SD | Role of Participating Universities and College | Role of Skilling Partner (TP) |
|-----------|--|---|---|--|
| 1 | Identification of Participating Colleges and Universities across the State | JSDMS and DHTE&SD will decide on the names of the participating colleges and Universities in the State in consultation with the concerned Colleges and Universities | To be consulted | |
| 2 | Signing of the MoU | A tripartite agreement will be signed between JSDMS, DHTE&SD and the TP for the implementation of the Programme. DHTE&SD will sign the MoU on behalf of the participating State | | |

| | | | | |
|---|---|--|---|--|
| | | Universities and Colleges If required, a separate MoU will be signed between the TP and the participating college. | | |
| 3 | Appointment of College Anchor Person | The Government will send a circular to all the participating colleges | The college Principal (head of the institution) will appoint a senior member of the faculty as the anchor person for the programme. The person will coordinate with TP for smooth implementation of the programme | |
| 4 | Skill Gap analysis and Course mapping | | | TP will conduct the study to identify the domain courses relevant for the location and audience type concerned |
| 5 | Mobilisation/enrolment of Trainees | | College will provide necessary support in the enrolment process | TP will enrol students in the programme as agreed with JSDMS and the college |
| 6 | Batch management | | The College will provide necessary support to the TP for creating batch that suits the college timetable | TP will form batches and will maintain a minimum batch size at all times during the course of the implementation of the programme |
| 7 | Training Centre and Infrastructure | JSDMS will send a circular to all the participating colleges to make the necessary infrastructure available to the programme | The College will provide 2 class rooms and share the computer lab with the Programme | All other equipment required for the course should be provided by the TP including the game kits etc. |
| 8 | Expert Teachers, Trainers, Internship and Field Work Facilitators | | The college will help in the mobilization process through their local network. Some of the excellent college teachers may also opt to become trainers in the programme | The TP will mobilize and enrol the trainers and experts in the programme and will conduct training of the trainers programme to equip them with pedagogy and content. Only |

| | | | | |
|----|---|--|---|--|
| | | | | the certified trainers should be permitted to give training in order to maintain the highest standard of training |
| 9 | Curriculum | | | TP will provide all necessary training material including the students manual and trainers guide. The IP rights of the materials will be jointed held by JSDMS and the TP. The branding of the materials should be redesigned to include all the stakeholders. |
| 10 | Training delivery | | | The training will be delivered by the TP |
| 11 | Assessment and Certification | | The college should ensure that assessments are conducted in a fair manner | Assessment will be conducted by the TP and certificates will be given to successful students. The TP must also involve third party assessors or sector skill councils for assessment and certification wherever necessary |
| 12 | Facilitating Trainees in securing Wage or Self Employment | | | The TP should create the much needed skilling ecosystem and make necessary connect with industry to promote wage and self-employment |
| 13 | Post Placement Tracking and Support | | | The TP will track the career progress of the trainees post training and placement |
| 14 | Programme Monitoring and evaluation | JSDMS will form an expert committee to review the progress of the programme in every 3 months. Also, performance review will | | |

| | | | | |
|--|--|---|--|--|
| | | be conducted every year before renewing the contract. | | |
|--|--|---|--|--|

Cost permissible to Bidder:

In case of sanction of work post-empanelment, payment to TP shall be guided by the costs approved at the national level by the Common Norms with Amendments (notifications dated 15.07.2015 & 20.05.2016) by the Ministry of Skill Development and Entrepreneurship, as notified from time to time, which are as under:

| Course Name | Base Cost |
|--|--|
| For Certificate in Management and Soft Skill Programme | INR 27.50 per student per hour (exclusive of taxes) |
| For Certificate programme in domain | <p>INR 38.50 per hour of training for trades/sectors listed in Category I of SCHEDULE-II.(exclusive of taxes)</p> <p>INR 33.00 per hour of training trades/sectors listed in Category II of SCHEDULE-II (exclusive of taxes)</p> <p>INR 27.50 per hour of training trades/sectors listed in Category III of SCHEDULE-II (exclusive of taxes)</p> |

Note:

- Costs would be subject to a periodic enhancement of 10% annually or as decided by the Common Norms Committee provided minimum duration between any 2 revisions would be at least six months
- With effect from 01.04.2016, the Base cost for different sectors is increased at 5% rounded off to the next 10 paisa, of the amounts mentioned above
- The hourly rates are inclusive of all costs to be incurred by Skilling Partner including Mobilization of candidates, Curriculum, Placement expenses, Trainers' training, Equipment, Amortization of Utilities cost, Teaching Aid, Raw material, Salary of trainers, Post-placement tracking/monitoring, etc.
- The training costs and other guidelines for running this program will governed by Common Costs norms notified by Ministry of Skill Development and Entrepreneurship, Govt. of India with effect from 01.04.2016.

SCHEDULE-II

| SN | Industry/ Sectors | Sub-Sector/Trades | | |
|----|-------------------------------|--|---|---|
| | | Category-I | Category-II | Category-III |
| 1 | Agriculture | Farm Machinery, Animal Husbandry, Farm Mechanisation, Precision farming, Fisheries and allied Sector | Agriculture, Plantation, Horticulture Floriculture, Poultry | Apiculture, Home Décor Art - Bonsai, Flower, water fall; Minor Forest Product processing and value addition, Natural Fibre product processing and value addition (Sericulture, Jute, cotton, hemp and Diversified Products) |
| 2 | Apparel | Garment Manufacturing, Fashion Design | Garment making | |
| 3 | Automotive | Manufacturing, Automotive repair | Automotive Sales | |
| 4 | Beauty & Wellness | | Spa and Wellness, Beauty Culture & Hair Dressing, Naturopathy | Home Décor Art Mehandi |
| 5 | BFSI | | | Banking, Accounting, Insurance |
| 6 | Capital Goods | Fabrication, ElectroMechanical | | |
| 7 | Chemicals | Manufacture of Chemicals and bio-Chemicals Plastics Processing | Fragrance Flavour & Perfume | |
| 8 | Construction | Construction Equipment, Fabrication | Paint, Wood Works, Bamboo Fabrication, Carpentry | |
| 9 | Education & Skill Development | | Education, Skill Development | Counselling Skills |
| 10 | Electronics | Electronics System Design, and Manufacture Refrigeration and Air Conditioning | Consumer Electronics - Sales & Service | |
| 11 | Fast Moving Consumer Goods | | | Fast Moving Consumer Goods |
| 12 | Food Processing Industries | Food Processing Sectors | | Food Processing Sectors such as Dairy Products, Fruit & Vegetable Products, Cereals and Cereal Products, Food Grain (including milling), |

| | | | | |
|----|------------------------|---|--|---|
| | | | | Edible Oil and Fats, Meat and Meat Products, Fish and Fish Products, Sweets and Confectionery, Bread and Bakery, Spices and Condiments, Beverage, Aerated Water and Soft Drinks, Packaging of food products |
| 13 | Furniture & Furnishing | | Furniture Making | |
| 14 | Gems & Jewellery | Gems & Jewellery Manufacturing | | Home Décor Art Jewellery |
| 15 | Green Skills | Renewable energy | | Rain Water Harvesting, Green retail, Allied green skills |
| 16 | Handloom & Handicrafts | Handlooms | Brassware, Khadi, Carpet, Handicrafts | Handmade Paper and Paper Products, Home décor art Ceramic Painting, Home Décor Art Wood |
| 17 | Healthcare | Medical and Nursing Healthcare - Machine Technician | Community Healthcare, Healthcare – Assistants, Preventive Healthcare (including Nutrition & Health Education and Health Counselling) | Allied Healthcare, |
| 18 | Instrumentation | Process, Instrumentation | | |
| 19 | Iron & Steel | Foundry (including Sponge Iron) | | |
| 20 | IT-ITES | | Information and Communication technology | |
| 21 | Leather | Leather Footwear & Leather Sports Goods Manufacture | | |
| 22 | Life Science | Manufacturing of Pharmaceuticals | Pharmaceutical Sales | |
| 23 | Logistics | | | Courier & Logistics |
| 24 | Management | | | Materials Management, Business & Commerce |
| 25 | Manufacturing | Production & Manufacturing | | |
| 26 | Marine Engineering | Marine Engineering, Ship Construction | | |

| | | | | |
|----|------------------------------------|---|--|--|
| 27 | Media & Entertainment | Animation | Production Support, Media, Printing | Film Production |
| 28 | Mining | Mining | | |
| 29 | Music | Musical instrument Manufacture | Instrumental Music service | |
| 30 | Plumbing | Plumbing | | |
| 31 | Power & Energy | Electrical Industrial Electrician | Domestic Electrician | |
| 32 | Retail | | Store Operation, FMCG | Retail |
| 33 | Rubber | Manufacturing | Rubber, Nursery/ Plantation | |
| 34 | Security | | Security, fire & Safety Engineering | |
| 35 | Sports | Sports Goods Manufacture | Sports service | |
| 36 | Telecom | Network & Infrastructure, Management | Telecom Service Provider, Handset Sales & Service | |
| 37 | Textiles | Spinning, Weaving, Textiles, Knitting & Processing for Cotton, other Manmade & Synthetic Fibres | | |
| 38 | Tourism & Hospitality | Food Production, Cooking | Hospitality, F&B Service & Housekeeping | Travel & Tourism |
| 39 | Traditional / conventional sectors | Glassware | Painting Toy Making | Clock and watch Repair |
| 40 | Other Sectors | Any trade not covered in any of the categories above | Any trade not covered in any of the categories above | Any trade not covered in any of the categories above |

Deliverables by Bidder:

- As the payment to the Bidder will be governed by Common Cost norms, the partner needs to submit monthly deliverables to JSDMS. An indicative list of deliverables i.e monthly performance reports in the program shall be mutually agreed upon between JSDMS and the Bidder.

Appendix-I: Earnest Money Deposit and Performance Bank Guarantee Format

To

MISSION DIRECTOR,
Jharkhand Skill Development Mission Society
Shram Bhawan, Doranda, Ranchi - 834002

WHEREAS _____ [Name and address of Bidder] (hereinafter called "the Bidders") has undertaken, in pursuance of your Letter No. _____ dated _____ to provide the services to the Jharkhand Skill Development Mission Society (JSDMS), Department of Higher, Technical Education and Skill Development, Government of Jharkhand on terms and conditions set forth in the said LOA.

AND WHEREAS it has been stipulated by you in the said LOA that the Bidder shall furnish you with a Bank Guarantee by a Nationalised Bank for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter;

AND WHEREAS we have agreed to give the Bidders such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidders up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidders before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Bidders shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Bidders or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain valid till

Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for 60 months from the date of aforesaid letter and may be extendable, if required.

| | |
|-------------------------------------|--------------------------------|
| Signature and Seal of the Guarantor | In presence of |
| | 1. _____ |
| Name and Designation: _____ | (Name, Signature & Occupation) |
| (Name, Signature & Occupation) | |
| Name of the Bank: _____ | 2. _____ |
| Address: _____ | (Name, Signature & Occupation) |
| _____ | |
| Date: _____ | |
| Address: _____ | |
| _____ | |
| _____ | |

²Shall be equal to the amount stipulated in the aforesaid letter dated _____.

Appendix-II: Power of Attorney Format

POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

Know all men by these presents, _____ (Name of Company with registration number) do hereby irrevocably constitute, nominate, appoint and authorize _____ (Name of the person) and presently residing at _____ (Complete Address) who is presently employed with us and holding the position of _____ (Title/Designation), as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] for providing _____ (Title of the project) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to Jharkhand Skill Development Mission Society, GOVT OF JHARKHAND, representing us in all matters before the Jharkhand Skill Development Mission Society, GOVT OF JHARKHAND, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with Jharkhand Skill Development Mission Society, GOVT OF JHARKHAND in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with Jharkhand Skill Development Mission Society, GOVT OF JHARKHAND.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney/ pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ (NAME OF THE COMPANY) THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DD/MM/YYYY

This Power of Attorney shall be effective, binding, and operative till DD/MM/YYYY if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier

I accept,

Name:

Title:

Date:

Place:

WITNESS:

STANDARD FORM OF CONTRACT
CONTRACT FOR BIDDER

**Project Name: ENGAGEMENT OF BIDDER
FOR JHARKHAND SKILL DEVELOPMENT MISSION (JSDMS)**

Contract No. 

Between

MISSION DIRECTOR,
Jharkhand Skill Development Mission Society
Shram Bhawan, Doranda, Ranchi - 834002

And

[Name of the Bidder]

Dated: _____

Form of Contract

This CONTRACT (hereinafter called the “Contract for Bidder”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, MISSION DIRECTOR, Jharkhand Skill Development Mission, Department of Higher, Technical Education and Skill Development, Government of Jharkhand. (Hereinafter called the “Client”) and, on the other hand, *[name of Bidder]* (hereinafter called the “Bidder”).

WHEREAS

- (a) The Client has requested the Bidder to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (b) The Bidder, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract
 - (b) The Payment Terms
 - (c) Appendices:
 - Appendix A: Terms of Reference as per the RFP
 - Appendix C: Approach, Methodology, Work Plan & Deliverables
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Form of Advance Payments Guarantee (copy of the PBG in the format given in Appendix
2. The mutual rights and obligations of the Client and the Bidder shall be as set forth in the Contract, in particular:
 - (a) The Bidder shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Bidder in accordance with the provisions of the Contract.

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

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

**Mission Director,
Jharkhand Skill Development Mission Society,
Shram Bhawan, Doranda, Ranchi-834002**

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Bidder]*

[Authorized Representative of the Bidder – name and signature]

End of the Document