

**NOTICE INVITING  
REQUEST FOR PROPOSAL (RFP)**

FOR

**SELECTION OF AGENCY FOR ESTABLISHMENT OF STATE APPRENTICESHIP MONITORING  
CELL AT DTET, ODISHA**

NIT NO: **4360**

DATE: **02.03.2019**

Issuer:

Directorate of Technical Education & Training, Odisha

Killa Maidan, Buxi Bazar, Cuttack - 753001

Phone: 0671-2301061

Email: dtetorissa@gmail.com

<https://dtetodisha.gov.in/en/>

Address for Communication & Submission of Documents during Tender Period:

Directorate of Technical Education & Training, Odisha

Killa Maidan, Buxi Bazar, Cuttack - 753001

Phone: 0671-2301061

Email: dtetorissa@gmail.com

**Notice Inviting RFP for Selection of AGENCY for establishment of STATE  
APPRENTICESHIP MONITORING CELL AT DTET, ODISHA**

**No : 4360**

**Cuttack, Dated : 02.03.2019**

The Directorate of Technical Education & Training, Odisha invites Technical and Financial Proposals from Agencies of national and international repute for the establishment of State Apprenticeship Monitoring Cell as specified in this RFP Document

The RFP document can be downloaded from the website link [www.dtetodisha.org](http://www.dtetodisha.org) with effect from 04.03.2019 (11 AM) to 18.03.2019 (2 PM) and 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.

Interested agencies are requested to submit the details to the undersigned as per the schedule indicated in the Fact Sheet, by post (Registered / Speed/ Courier) at the office of the Directorate of Technical Education & Training, Odisha. Based on the eligibility criteria as mentioned in the RFP, the applicant agency will be selected.

For any further clarifications, please contact the Directorate of Technical Education & Training, Odisha on Phone Number: 0671-2301961 during official working hours only (10 am to 5 pm).

Sd/  
Director,  
Directorate of Technical Education & Training, Odisha

## DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to either as "TENDER") document provided to the Bidders, by the Directorate of Technical Education & Training, Odisha, hereinafter referred to as DTET, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

The purpose of this TENDER document is to provide the Bidder(s) with information to set up a State Apprenticeship Monitoring Cell at DTET. This TENDER document may not be appropriate for all persons, and it is not possible for the DTET, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this TENDER document.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER document and wherever necessary obtain independent advice from appropriate sources. DTET, 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 TENDER document.

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

## Fact Sheet (Revised)

Sl. No.	Milestone	Date
1	Request for Proposal (RFP) document made available to the applicants	4 <sup>th</sup> March 2019
2	Last date for receiving queries	18 <sup>th</sup> March 2019
3	Response to queries (Pre-Bid Discussion)	19 <sup>th</sup> March 2019 at 11 AM in DTET, Odisha
4	Last date for receipt of Technical and Financial proposals (Sealed Envelope)	10 <sup>th</sup> April 2019 (2 PM)
5	Opening of Technical proposals	10 <sup>th</sup> April 2019 (4 PM)
6	Technical Presentation	15 <sup>th</sup> April 2019 (11 AM)
7	Opening of Financial proposals of applicants who qualify pre-qualification (technical) criteria	18 <sup>th</sup> April 2019 (11 AM)
8	Letter of Award	To be intimated to selected Agency
9	Start Date	To be intimated to selected Agency
10	Cost of Tender (Demand Draft)	INR 10,000 (Rupees Ten Thousand Only)
11	Earnest Money Deposit (EMD) (Demand Draft)	INR 5,00,000 (Rupees Five Lakhs Only)
12	Performance Bank Guarantee	10% of Total Professional Fee
13	Method of Selection	QCBS (70:30)
14	Contact Details	Directorate of Technical Education & Training, Odisha Killa Maidan, Buxi Bazar, Cuttack - 753001 Phone: 0671-2301061 dtetorissa@gmail.com

Note:

1. DTET reserves the right to change any schedule. Please visit the website mentioned in the RFP document regularly for the same.
2. Proposals must be submitted before the date, time and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered.

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## 1. Background:

Apprenticeship training is one of the most effective schemes to develop skilled manpower in terms of quality of training, experiential learning and the enhanced employability. The National Policy of Skill Development and Entrepreneurship 2015, launched by the Hon'ble Prime Minister on 15th July, 2015, focuses on apprenticeship as one of the key program for creating skilled manpower in India. The policy proposes to proactively work with industry including MSME sector to facilitate a tenfold increase in apprenticeship opportunities in the country by 2020. The Apprentices Act, 1961 was enacted with the objective of regulating the program of training of apprentices in the industry by utilizing the facilities available therein for imparting on-the-job training. Presently about 2 lakh trainees are annually enrolled in the ATS in about 28,500 establishments which is in the order of about 0.05% of India's workforce. The government has brought comprehensive amendments in the Act in December 2014 to make it more attractive for both industry and youth. Major changes introduced in the amendment are: replacing the outdated system of trade wise and unit wise regulation of apprentices with a band of 2.5% to 10% of the total workforce (including contractual workers), introduction of optional trades, removing stringent clauses like imprisonment & allowing industries to out-source basic training. With the introduction of 'optional trades' companies can now design needs-based apprenticeship programs and are permitted to involve a third-party training provider to run basis training modules. New "dual" training programs have been developed and ITI and companies are encouraged to deliver dual training.

## 2. Objectives of the Proposal

Ministry of Skill Development and Entrepreneurship has targeted to enhance the engagement of both trade and optional trade apprentices from existing 2.3 lakh to 50 lakh cumulatively by 2020. To meet this challenging task of increasing enrollment of trainees and establishments under the apprenticeship system, DGT, New Delhi has considered to strengthen the State Government and UT administration by providing a functional implementation and monitoring cell at the State/UT level.

At present, the apprenticeship cell of DTE&T, Odisha has been functioning with one Joint Apprenticeship Advisor, one Deputy Apprenticeship Advisor and ministerial staff under the supervision of DTE&T – cum - SAA. The Government ITI Principals act as Zonal Apprenticeship Advisers for implementation of the Scheme.

In order to effectively operate and monitor NAPS in the State in an augmented manner through wider participation of MSMEs, there is absolute need to establish State Apprenticeship Monitoring Cell (SAMC) at the Directorate.

### 3. Scope of Work

The SAMC would be the key agent for driving apprenticeship development and innovation in the state, and managing the state level functions in the National Apprenticeship Training Scheme and state apprenticeship initiatives.

The function of the Cell can be divided into following broad areas:

**a. Sensitization and Awareness creation of stakeholders in order to promote participation in apprenticeship training and assist stakeholders in getting involved:**

- i. Be the advocates for modern apprenticeship training in the states
- ii. Sensitize and inform stakeholders (business community, youth/families, unions, etc) about the benefits of apprenticeship training
- iii. Inform stakeholders about options and rules/regulations of apprenticeship training and its various support schemes in India and the state
- iv. Organize and facilitate the establishment of an “apprenticeship champions” network and its activities
- v. Provide information and counseling to industry clusters and individual firms intending to start apprenticeship training
- vi. Liaise with ITIs and other training providers with the aim of supporting their engagement in dual apprenticeship training
- vii. Create platforms for information exchange and regular dialogue with schools/institutions to enhance local awareness about apprenticeship training and the relevant schemes
- viii. Organize innovative outreach programmes to target schools directly; student exposure visits to industries, bring on board successful apprentices as potential brand ambassadors
- ix. Organize Awareness campaigns through social media – FB, print, radio, mobile platforms etc
- x. Identify existing mechanisms for outreach including channels that are already available and address gaps and areas to build up capacity
- xi. Develop and implement activities ensuring the enrollment of women particularly in the non-traditional sectors, SC & ST and persons with disabilities in the apprenticeship scheme
- xii. Conduct all other activities necessary and conducive to increase participation and improve quality of apprenticeship training in the state

**b. Facilitate the implementation of apprenticeship support schemes, such as STRIVE, NAPS Scheme, and others**

- i. Advertise the IAI Grant Scheme and other schemes for the promotion of apprenticeship training among companies and industry clusters in the state
- ii. Manage for the STRIVE IAI grant scheme the call for proposals in the state
- iii. Facilitate partnerships between industry cluster/business associations, basic training providers and possibly Third Party Accelerators (TPA) with the aim of

- initiating apprenticeship initiatives
- iv. Facilitate the involvement of external experts in the development of apprenticeship initiatives where appropriate
- v. Support industry clusters to conceptualize industry apprenticeship initiatives and to apply for grant funding
- vi. Support industry clusters in the implementation of industry apprenticeship initiatives (hand-holding approach)
- vii. Facilitate capacity development needs assessments for apprenticeship training in companies and basic training providers
- viii. Facilitate the participation of apprenticeship stakeholders in the state in capacity building activities funded under STRIVE and other schemes and programs
- ix. Assist companies to access subsidies under the NAP Scheme
- x. Operationalize and manage activities to facilitate the enrollment and intake of applicants from the ITI database expanding the candidate base to include fresher, PMKVY and MES candidates prescribed under the NAP Scheme, e.g. through setting up a student's help-line.

**c. Monitoring of apprenticeship training in the state**

- i. Oversee the collection of relevant management information data for apprenticeship training in the state (using the central apprenticeship portal)
- ii. Undertake activities to ensure apprenticeship information in the state is entered into the central apprenticeship portal
- iii. Compile annually information about apprenticeship activities in the state, and disseminate information to the relevant state offices and stakeholders
- iv. Assist the implementation of studies and evaluations of ATS in India in the state
- v. Monitor the implementation of supported Industry Apprenticeship Initiatives and verify achievement of results and milestones
- vi. Facilitate and oversee state-level evaluations of ATS issues in the state as needed.

**d. Implementation of all deliverables envisaged in the revised guidelines issued by DGT, New Delhi vide letter No DGT-1(27)/D1/SAMC/2017-AP dated 26.12.2018 in Connect-Bridge-Execute mode.**

#### **4. Period of Execution**

The selected Agency will establish State Apprenticeship Monitoring Cell for a period of 1 year from the date of signing the agreement, which can be extended for a period of maximum 2 years with two annual renewals based on the prior performance along with a fresh set of mutually agreed deliverables

## 5. Eligibility Criteria

### 5.1 Eligibility requirements for the Agency:

The applicant must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP document. The applicant must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services for setting up State Apprenticeship Monitoring Cell under DTET. The proposals must be complete in all respect and should cover the entire scope of work as stipulated in the RFP document. The invitation to Proposal is open to all applicants who qualify the eligibility criteria as given below:

Conditions of Eligibility			
S. No.	Basic Requirement	Specific Requirement	Documents Required
1.	Legal Entity	<p>Applicants eligible for participating in the assignment should be a single Legal Entity registered in India.</p> <p>a) A company registered under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India</p> <p>b) An Agency registered under the Indian Trusts Act 1882</p> <p>c) An Agency registered under the Societies' Registration Act 1860.</p> <p>It must be in operation, continuously for the last 10 years in the field of Software Development / IT Advisory / IT Consultancy as on 31<sup>st</sup> December 2018.</p>	<ul style="list-style-type: none"> <li>- Certificate of incorporation</li> <li>- GST registration</li> <li>- PAN number of the Agency</li> </ul>
2.	Applicant Turnover	<p>The applicant should have a minimum average annual turnover from HR and Manpower Consulting services of Rs 50 Crores from Indian operations over the last three FYs (FY15-16, FY16-17 &amp; FY17-18)</p>	<p>Audited Balance sheet and Profit &amp; Loss Statement</p> <p>OR</p> <p>Certificate from the statutory auditor</p>

3.	Earnest Money Deposit (EMD)	The applicant should submit, as part of its proposal, an Earnest Money Deposit EMD of INR 500,000 (Rupees Five Lakh only), in the form of Demand Draft drawn in favour of Director, DTET, Odisha & payable at Cuttack.	Original Demand Draft
4.	Applicant's Experience	The applicant should have experience in supplying manpower to both government and private sector establishments. It should have at least executed 3 similar projects with a value of at least Rs 50 lakhs/annum in the last 5 years.	Work orders or completion certificates from their clients
5.	Authorized Representative from applicant	A Power of Attorney / Board Resolution in the name of the person signing the proposal.	Original Power of Attorney / Board Resolution Copy

## 6. Instruction to the Applicants

### 6.1 General Conditions of Contract

- a. All information supplied by Applicants may be treated as contractually binding on the Applicants, on successful award of the assignment by DTET, Odisha on the basis of this RFP.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed between DTET and the selected agency. Any notification of preferred Applicant status by DTET shall not give rise to any enforceable rights by the Applicant. DTET may cancel the process at any time prior to a formal written contract being executed by DTET.
- c. This RFP supersedes and replaces any previous public documentation & communications done in this regard, and Applicants should place no reliance on such communications.

### 6.2 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meaning:

- a. "Applicant" means Agency which submits proposal in response to this Request for Proposal document
- b. "Consultant" or "Advisor" means the Agency, selected through competitive process in pursuance of this RFP, for providing the services under the Contract

- c. "Contract" means the Contract entered into by the parties for setting up State Apprenticeship Monitoring Cell under the DTET
- d. "Personnel" means professional and support staff provided by the Consultant/ Advisor to perform Services to execute an assignment and any part thereof
- e. "Proposal" means proposal submitted by Applicants in response to the RFP issued by DTET, Odisha for selection of Consultant
- f. "Services" means the work to be performed by the Consultant/ Advisor pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the DTET, Odisha
- g. Resources deployed by Agency may be allowed 20 (Twenty) leaves per year on pro-rata basis, however the resource must make sure that the functioning of the organisation is not affected because of the absence.

### **6.3 Compliance / Completeness of Response**

- a. Applicants are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Applicants must:
- i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
  - iii. Include all supporting documentations specified in this RFP.
- c. The Proposals must be complete in all respects, Indexed and Hard Bound. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page.

### **6.4 Applicant Clarifications (Pre-Bid Discussion):**

#### **6.4.1 Queries to the RfP**

- a. DTET, Odisha invites queries from Applicants on any section/ requirement mentioned in this RFP.
- b. The Applicants will have to ensure that their queries should reach DTET, Odisha, as per the communication address provided on or before the specified date for Pre-Bid Discussion. The queries should either be sent to the specified e-mail or through authorized representative of the Applicant. The queries should necessarily be submitted in the following format:

Section/Page No.	Content of RFP requiring clarifications	Change/Clarification requested	Remarks

c. A Pre-Bid discussion will be held on the specified date & time to explain briefly about the requirements as well as the terms & conditions mentioned in this RFP. The queries submitted by the Applicants will also be taken up for discussion in the Pre-Bid Discussion. Applicants who have submitted queries are informed to send their authorized representative to participate in the Pre-Bid Discussion.

d. The purpose of Pre-Bid discussion is to provide the Applicants with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, DTET Odisha, reserves the right to hold or to reschedule the Pre-Bid Discussion.

e. DTET Odisha shall not be responsible for ensuring that the Applicant's queries have been received by them. Any requests for clarifications received after Pre-Bid Discussion will not be entertained.

#### **6.4.2 Responses to Queries and Issue of Corrigendum**

a. DTET Odisha will endeavor to provide response to all the queries during Pre-Bid Discussion. However, DTET Odisha makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been submitted by the Applicants.

b. DTET at any time prior to the last date for receipts of Proposals, may for any reason, modify the RFP Document by a corrigendum.

c. The Corrigendum (if any) will be uploaded on the website <https://dtetodisha.gov.in/en/>

d. Any such corrigendum shall be deemed to be incorporated into this RFP and binding on all applicants.

e. In order to provide prospective Applicants reasonable time for taking the corrigendum into account, DTET Odisha may, at its discretion, extend the last date for receipt of Proposals which will be notified in the website <https://dtetodisha.gov.in/en/>.

### **6.5 Key Requirements of the Bid**

#### **6.5.1. Rights to terminate the process**

a. DTET Odisha may terminate the RFP process at any time and without assigning any reason. DTET Odisha makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b. This RFP does not constitute an offer by DTET Odisha. The Applicants' participation in this process may result in engaging the Applicant towards execution of the Contract.

#### **6.5.2 RFP Document Fees**

a. RFP document can be downloaded from the website <https://dtetodisha.gov.in/en/>. RFP document fees in form of demand draft of INR 10,000/- drawn in favour of Director, DTET, Odisha, payable at Cuttack from any nationalized bank/ scheduled bank to be submitted along with the proposal.

b. Proposals received without or with inadequate RFP Document fees shall be rejected.

#### **6.5.3 Earnest Money Deposit**

a. Applicants shall submit, along with their Proposals, EMD of INR 5,00,000/- (Rupees Five Lakh Only), in the form of a Demand Draft/Bank Guarantee issued in favour of Director, DTET,, Odisha payable at Cuttack, and should be valid for 180 Days from the due date of the RFP.

b. EMD of all unsuccessful Applicants would be refunded within 60 Days of the Applicant being notified as being unsuccessful. The EMD, for the amount mentioned above, of the successful Applicant would be returned only after submission of Performance Bank Guarantee as per the format provided in Annexure IV.

c. EMD amount is interest free and will be refundable to the unsuccessful Applicant without any accrued interest on it.

d. The Proposal submitted without EMD, mentioned above, will be summarily rejected.

e. The EMD may be forfeited:

i. If an Applicant withdraws its Proposal during the period of validity.

ii. In case of a successful Applicant, if the Applicant fails to sign the Contract in accordance with this RFP.

#### **6.5.4 Submission of Responses**

a. Technical Proposal (in sealed envelope containing)

i. EMD, Power of Attorney and tender document fees (in a separate sealed envelope)

ii. Cover letter and Eligibility Criteria mentioned in Section 3 (in a separate sealed envelope)

iii. Technical Evaluation Matrix in Section 9 with supporting documents (in a separate sealed envelope)

b. Financial Proposal (in sealed envelope containing)

i. Cover Letter

ii. Financial Proposal

### **6.5.5 Authentication of Proposals**

The Proposal should be accompanied by a Board Resolution/Power-of-attorney in the name of the signatory of the Proposal as per Annexure-II mentioned in this RFP. The Proposal shall be sent by Registered Post/Speed Post/Courier only. It is desirable but not mandatory that agencies send their representatives during the opening of the bids.

## **6.6 Preparation and Submission of Proposal**

### **6.6.1 Proposal Preparation Costs**

The Applicant shall be responsible for all costs incurred in connection with participation of the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, in providing any additional information required by to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the process. Will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

### **6.6.2 Language**

The Proposal should be filled by the Applicants in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Applicants. For purposes of interpretation of the documents, the English translation shall govern.

### **6.6.3 Late Proposals**

- a. Original hard copy of the tender document, fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The Proposals submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. DTET Odisha shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. DTET Odisha reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

## **6.7 Evaluation Process**

- a. The Director of DTET Odisha will constitute a Technical Evaluation Committee to evaluate the proposals of the Applicants.
- b. The Technical Evaluation Committee constituted by DTET, Odisha, shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

c. The decision of the Technical Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

d. The Technical Evaluation Committee may ask for meetings with the Applicants to seek clarifications on their Proposals.

e. The Technical Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.

f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

#### **6.7.1 Tender Opening**

The Proposals submitted within due date and time mentioned in this RFP document will be opened by Technical Evaluation Committee duly constituted by DTET, Odisha, in the presence of the Applicants or their authorized representatives who may be present at the time of opening. The representatives of the Applicants should submit a letter of authorization from the Applicant agencies to participate in the opening of the Proposal.

#### **6.7.2 Proposal Validity**

The offer submitted by the Applicants shall be valid for a minimum period of 180 days from the date of submission of Proposal.

#### **6.7.3 Proposal Evaluation**

Proposal evaluation and Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

#### **6.8 Proposal Forms**

Wherever a specific form is prescribed in this Request for Proposal (RFP) document, the Applicant shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Applicant shall design a form to hold the required information. The additional sheets attached should be properly annexed.

#### **6.9 Local Conditions**

a. Each Applicant is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.

b. The Applicant is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The DTET, Odisha, shall not entertain any request for clarification from the Applicant regarding such local conditions.

c. It is the Applicant's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, whatsoever, including that for financial adjustment to the Contract awarded under the bidding document will be

entertained by DTET Odisha. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the DTET Odisha on account of failure of the Applicant to know the local laws/ conditions. The Applicant is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

#### **6.10 Contacting DTET Odisha or any of the bodies related to DTET Odisha**

Any effort by an Applicant to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

Applicant shall not approach any DTET officer after office hours and/ or outside office premises, from the time of the Proposal opening till the time the Contract is awarded.

#### **6.11 Eligibility Criteria**

The Applicant shall meet the criteria for eligibility mentioned in the Request for Proposal (RFP) document. The Applicant must have proper registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate, valid service tax registration certificate and valid GST registration certificate whichever is applicable, for this Proposal.

#### **6.12 Tentative Schedule of Events**

Tentative schedule of events shall be as per the dates and time given in the Fact Sheet.

#### **6.13 Opening of Proposal**

First, The Technical cover will be opened and evaluated. The Financial Proposal of the technically qualified bidders will only be opened in the presence of the technically qualified bidders or their authorized representatives. The Technical Evaluation Committee will open the Proposals. Sequence of opening is as follows:

- a. Technical Cover
- b. Financial Cover

#### **6.14 Deciding Award of Contract**

a. DTET Odisha reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Applicant on the already submitted Technical Proposal at any point of time before opening the Financial Proposal by providing at least 7 working days of advance notice.

b. DTET Odisha shall inform those Applicants whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. DTET Odisha shall simultaneously notify those Applicants who qualify for the Evaluation process as described in this Request For Proposal (RFP) Document, informing the date and time set for opening of Financial Proposals.

c. The Applicant's name, the Proposal Price, the total amount of each Proposal and other such details, will be announced and recorded by the DTET Odisha at the opening of Proposal.

d. After acceptance of LoA, Performance Security has to be deposited as specified in this document for signing an Agreement with DTET Odisha.

e. Special Condition for Awarding the Agreement:

i. DTET Odisha will sign the Agreement with the successful Applicant for a period as mentioned in 'Duration of Contract' in the document.

ii. DTET Odisha may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.

iii. DTET Odisha will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.

#### **6.15 Confidentiality:**

a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Applicant in rendering the Services hereunder are the Confidential Information of the Applicant.

b. The Applicants shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Applicants shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason whatsoever.

c. At all-time of the performance of the Services, the Applicant shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Applicant should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.

d. The obligations of confidentiality under this section shall survive rejection of the Contract.

## **6.16 Publicity**

Any publicity by the Applicant containing the name of DTET Odisha should be done only with the explicit written permission from DTET Odisha.

## **6.17 Execution of the Agreement**

After acknowledgement of the LoA by the selected Applicant, a performance guarantee amounting to 10% of Total Professional Fee has to be deposited in the form of FDR/TDR/DD/BG of any nationalized/ scheduled bank drawn in the name of DTET Odisha, the performance guarantee shall be valid for a period of 2 months beyond the duration of Contract as specified in the RFP document. The selected Applicant shall sign the Agreement within twenty one days from the issue of LoA.

Agreement is mutually extendable post the completion of the initial term.

### **6.17.1 Performance Guarantee**

The successful Applicant firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Guarantee' in this document.

## **6.18 Duration of Contract**

The assignment of the work shall be valid initially for a period of 2 years. The duration of contract can be mutually extended by a maximum period of 1 year, depending on the requirements of the project and on the terms mutually agreed by both the parties, based on the satisfactory performance of the Applicant, as determined by the DTET Odisha.

## **6.19 Terms and Conditions: Applicable Post Award of Contract**

### **6.19.1 Termination Clause**

#### **6.19.1.1 Termination for Default**

DTET Odisha may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Applicant, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Applicant to rectify the breach):

- i. If the selected Applicant fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by ; or
- ii. If the selected Applicant fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or

iii. If the selected Applicant, in the judgment of DTET Odisha, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

iv. If the selected Applicant commits breach of any condition of the Contract

If DTET Odisha terminates the Contract in whole or in part, the amount of Performance Guarantee shall be forfeited. Notwithstanding anything contrary elsewhere contained in the document, Applicant shall be entitled for all the payments accrued on account of services rendered till the date of such termination.

#### **6.19.1.2 Termination for Insolvency**

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

#### **6.19.1.3 Termination for Convenience**

a. DTET Odisha by a written notice of at least 30 days sent to the selected Applicant 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 DTET Odisha's convenience, the extent to which performance of the selected Applicant under the Contract is terminated, and the date upon which such termination becomes effective.

b. In such cases, DTET Odisha will pay for all the pending invoices as well as the work done till that date by the Applicant.

c. Depending on merits of the case the selected Applicant may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any, due to such termination.

d. Limitation of Liability: In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). Notwithstanding anything to contrary elsewhere mentioned in the contract, the selected Applicant 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.

#### **6.19.1.4 Termination by DTET Odisha**

a. The DTET Odisha may, by not less than 30 days written notice of termination to the Applicant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. The selected Applicant 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 may have subsequently granted in writing;

ii. The selected Applicant 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;

iii. The selected Applicant fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

iv. The selected Applicant submits to the DTET Odisha a statement which has a material effect on the rights, obligations or interests of DTET Odisha and which the selected Applicant knows to be false.

b. Any document, information, data or statement submitted by the Applicant in its Proposals, based on which the selected Applicant was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the selected Applicant is unable to perform a material portion of the Services for a period of not less than sixty (60) days

c. If the DTET Odisha would like to terminate the Contract for reasons not attributable to the selected Applicant's performance, they will need to clear all invoices for the Services up to the date of their notice.

d. If the DTET Odisha would like to terminate the Contract for reasons attributable related to the selected Applicant's performance, the DTET will give a rectification notice for 3 months to the Applicant in writing with specific observations and instructions.

#### **6.19.1.5 Termination by the selected Applicant**

a. The selected Applicant may, by not less than 60 days written notice to DTET Odisha, (such notice to be given after the occurrence of any of the events), terminate this Agreement if:

i. DTET, Odisha 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 Consultant may have subsequently agreed in writing) following the receipt of the selected Applicant's notice specifying such breach.

ii. If there are more than 2 unpaid invoices and DTET Odisha fails to remedy the same within 45 days of the submission of the last unpaid invoice

iii. The DTET Odisha fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

b. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by DTET Odisha to the selected Applicant within 30 days of the Contract termination

#### **6.19.1.6 Consequences of Termination**

a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], DTET Odisha shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.

b. Nothing herein shall restrict the right of DTET Odisha to invoke guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available to the under law or otherwise.

c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **6.19.2 Liquidated Damages**

a. Notwithstanding the right of DTET Odisha to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of circumstances beyond control of the Consultant/Advisor.

b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

c. DTET Odisha reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by DTET Odisha to the Consultant/Advisor. Liquidated damages will be calculated on per week basis.

d. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/ Advisor shall in no event exceed the total value of the fee received under this Contract.

#### **6.19.3 Dispute Resolution Mechanism**

a. The DTET Odisha and the selected Applicant shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.

b. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Odisha. An award of arbitration may be confirmed in a court of competent jurisdiction. Arbitration shall be as per Indian Arbitration Act, 1996.

- c. The DTET Odisha may terminate this contract, by giving a written notice of termination of minimum 30 days, to the selected Applicant, if the selected Applicant fails to comply with any decision delivered by DTET, Odisha.

#### **6.19.4 Notices**

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by prepaid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

#### **6.19.5 Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected Applicant or DTET Odisha as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargo.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The selected Applicant or DTET Odisha shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Request for Proposal (RFP). It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The DTET Odisha will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Applicant in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

#### **6.19.6 Failure to agree with Terms and Conditions of the RFP**

Failure of the successful Applicant to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event may invoke the PBG of the successful applicant and award the contract to the next best value Applicant or call for new Proposals from the interested Applicants.

#### **6.20 Deployment**

The proposed team is required to work in close coordination with the DTET Odisha. The proposed team has to follow the working hours, working days and Holidays of Odisha State Government.

#### **6.21 Contract Performance Guarantee**

a. Within 21 days after the receipt of notification of award of the Contract from, the successful Applicant shall furnish Contract Performance Guarantee to the DTET Odisha which shall be equal to 10% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 2 months beyond the duration of Contract as specified in the document.

b. The proceeds of the performance guarantees shall be payable to the DTET Odisha as compensation for any loss/ penalties resulting from the Selected Applicants failure to complete its obligations under the Contract.

c. The performance guarantee will be discharged by DTET Odisha and returned to the Selected Applicant within 60 days following the date of completion of the Selected Applicant's performance obligations, including any warranty obligations under the Contract.

#### **6.22 Statutory Requirements**

During the tenure of this Contract, nothing shall be done by the Selected Applicant in contravention of any law, act and/ or rules/ regulations, thereunder or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep indemnified in this regard.

#### **6.23 Contract administration**

a. Either party may appoint any individual/ Agency as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:

i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and

ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

iii. The Selected Applicant shall be bound by all undertakings and representations made by the authorized representative of the Selected Applicant and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

iv. For the purpose of execution or performance of the obligations under this Contract, the DTET, Odisha's, representative would act as an interface with the nominated representative of the Selected Applicant. The Selected Applicant shall comply with any instructions that are given by the representative during the course of this Contract in relation to the performance of its obligations under the terms of the Contract.

v. A committee comprising of representatives from the DTET Odisha and the Selected Applicant shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The Selected Applicant shall draw the minutes of these meetings and circulate to the DTET Odisha.

#### **6.24 Right of Monitoring, Inspection and Periodic Audit**

The DTET Odisha reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Applicant. DTET Odisha may demand, and upon such demand being made, the selected Applicant shall provide with any document, data, material or any other information required to assess the progress of the project. DTET Odisha shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Applicant of its obligations/ functions in accordance with the standards committed to or required by DTET Odisha and the Selected Applicant undertakes to cooperate with and provide to DTET Odisha/ any other Consultant/ Advisor/ Agency appointed by DTET Odisha, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Applicant failing which DTET Odisha may, without prejudice to any other rights that it may have, issue a notice of default.

#### **6.25 DTET Odisha's Obligations**

DTET Odisha shall interface with the Selected Applicant, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

DTET Odisha shall ensure that timely approval is provided to the selected Applicant, where deemed necessary, which should include diagram/ plans and all specifications related to Services required to be provided as part of the Scope of Work.

#### **6.26 Information Security**

The selected Applicant would sign a Non-Disclosure Agreement with the DTET Odisha to ensure information security and confidentiality of processes, information and the various projects and activities taken up during the period of the agreement.

The Selected Applicant shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by DTET Odisha, out of premises, without prior written permission from the DTET Odisha.

The Selected Applicant shall, upon termination of this agreement for any reason, or upon demand by DTET Odisha, whichever is earliest, return any and all information provided to the Selected Applicant, including any copies or reproductions, both hard copy and electronic.

#### **6.27 Indemnity**

The Selected Applicant shall execute and furnish a Deed of Indemnity in favor of the DTET Odisha, in a form and manner acceptable to the, indemnifying from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Applicant or its team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b. Any breach of any of the terms the Selected Applicant's Proposal as agreed, the Tender and this Contract by the Selected Applicant, its Team or any Agency/ Third Party.
- c. The indemnity shall be to the extent of Total Professional Fee.

#### **6.28 Prices**

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement.

#### **6.29 Payment Schedule**

The payment as specified in financial format at Annexure-3 as submitted by the Selected Consultant shall be made as per deliverables.

TA/ DA and expense related to travel outside Cuttack for official purpose only, shall be reimbursed by the DTET in such cases where arrangements are not being made by the DTET.

- a. To claim reimbursement, onsite resources need to submit the Travel Expense Claim to the DTET along with the relevant bills/ vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority within two weeks from the date of return from the trip.
- b. Submission of hotel bills is mandatory with the Travel Expense Claim.
- c. For local travel during official visit within Cuttack, Consultants will have to make their own arrangements.
- d. Team members should have their own laptops and other peripherals including mobile phone.

The Invoice will be submitted after every Month for fixed resources. The payment will be made within 15 days after submission of Invoice. The Selected Applicant shall satisfactorily perform work as specified under the contract to the DTET Odisha.

For additional resources (deployed during the project), payment shall be made on monthly basis

#### **6.30 Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

#### **6.31 Conflict of interest**

The Applicant shall disclose to DTET Odisha in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

#### **6.32 Severance**

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

#### **6.33 Governing Language**

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

#### **6.34 "No Claim" Certificate**

The Selected Applicant shall not be entitled to make any claim, whatsoever against, under or by virtue of or arising out of, the Contract, nor shall entertain or consider any such claim, if made by the Selected Applicant after it has signed a "No claim" certificate in favor of DTET Odisha in such form as shall be required by it after the work is finally accepted.

#### **6.35 Publicity**

The Selected Applicant shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless DTET Odisha first gives its written consent to the selected Applicant.

### **6.36 General**

#### **6.36.1 Relationship between the Parties**

Nothing in the Contract constitutes any fiduciary relationship between the DTET, Odisha, and Selected Applicant/ Applicant's Team or any relationship of employer employee, principal and agent, or partnership, between DTET Odisha and Selected Applicant.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

DTET Odisha will not be under any obligation to the Implementing Consultant's/ Advisor's Team except as agreed under the terms of the Contract.

#### **6.36.2 No Assignment**

The Selected Applicant shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the DTET Odisha.

#### **6.36.3 Survival**

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless notifies the Selected Applicant of its release from those obligations.

#### **6.36.4 Entire Contract**

The terms and conditions laid down in the Request for Proposal (RFP) and all annexure thereto as also the Proposal and any attachments/ annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

#### **6.36.5 Governing Law**

This Contract shall be governed in accordance with the laws of India.

#### **6.36.6 Jurisdiction of Courts**

The High Court of Odisha at Cuttack, has exclusive jurisdiction to determine any proceeding in relation to the Contract.

#### **6.36.7 Compliance with Laws**

The Selected Applicant shall comply with the laws in force in India in the course of performing the Contract.

#### **6.36.8 Notices**

A “notice” means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received within two days after mailing or on the date of delivery if personally delivered:

To,

The Director, DTET, Odisha,  
Killa Maidan, Buxi Bazar,  
Cuttack 753001  
Phone: 0671-2301061  
Email: dtetorissa@gmail.com

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative’s Party.

#### **6.36.9 Waiver**

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

#### **6.36.10 Modification**

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

#### **6.36.11 Taxes**

The Applicant shall pay service and other applicable taxes, if any, imposed on the Services under this Contract. Any variation to statutory duties/taxes shall be borne by DTET.

#### **6.36.12 Application**

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

## 6.37 Fraud and Corrupt Practices

### 6.37.1 Fraud and Corrupt Practices

a. The Applicants 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, DTET Odisha shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, DTET Odisha shall, without prejudice to its any other rights or remedies, appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to DTET Odisha for, inter alia, time, cost and effort of DTET, Odisha, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

b. Without prejudice to the rights of DTET Odisha under Clause above and the rights and remedies which DTET Odisha may have under the LoA or the Agreement, if an Applicant, is found by DTET Odisha 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 Applicant shall not be eligible to participate in any tender or RFP issued by DTET Odisha during a period of 2 (two) years.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

i. "corrupt practice" means 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

ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. "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;

iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by 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

v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 7. Human Resource

Sl. No.	Human Resource	Unit
1.	<b>Consultant / Expert: Apprenticeship Support (Manufacturing Sector)</b>	2
2.	<b>Consultant / Expert: Apprenticeship Support (Service Sector)</b>	1
3.	<b>Consultant / Expert: Project Management and Monitoring</b>	1

## 8. Job Description

### 1. Consultant / Expert: Apprenticeship Support (Manufacturing):

#### Job Requirement:-

- a. Establish liaison with establishments under the manufacturing sector, clusters, school/college education system, district administrations.
- b. Create partnerships activities with stakeholders who could potentially supply apprentices and run appropriate registration drives in partnership with industries in the manufacturing sector.
- c. Monitor and expand the apprenticeship training in the manufacturing sector.
- d. Collect data of all employers and assist industries in manufacturing sector in hiring apprentices.
- e. Effective capacity building, holding of workshops and awareness programs.
- f. Conceptualise and strategize effective communication strategy for promoting apprenticeship in the manufacturing sector in the state.
- g. Encourage Dual apprenticeship program (Dual training mode) among the manufacturing industry.
- h. Anchor/Monitor the administration and implementation of Industry Cluster Apprenticeship Initiative scheme of STRIVE.
- i. Any other activities suiting the profile as and when required by the Director, DTET.

#### Qualification and Experience

- a. Engineering Graduate with Post-graduation (Engineering, MBA, Public Policy etc.)
- b. Strong background in Technical Vocational Education and Training (TVET)
- c. Experience as Placement Officer / Industrial working experience minimum of 10 years

- d. Previous work in or with public sector
- e. Practice experience with apprenticeship training
- f. Solid knowledge about apprenticeship legal and regulatory framework in India
- g. Understanding of modern apprenticeship approaches, including dual training
- h. Strong communication and networking skills

## **2. Consultant / Expert: Apprenticeship Support (Services):**

### **Job Requirement:-**

- a. Establish liaison with establishments under the services sector, clusters, school/college education system, district administrations.
- b. Create partnerships activities with stakeholders who could potentially supply apprentices and run appropriate registration drives in partnership with industries in the services sector.
- c. Monitor and expand the apprenticeship training in the services sector.
- d. Collect data of all employers and assist industries in services sector in hiring apprentices.
- e. Effective capacity building, holding of workshops and awareness programs.
- f. Conceptualise and strategize effective communication strategy for promoting apprenticeship in the services sector in the state.
- g. Encourage Dual apprenticeship program (Dual training mode) among the services industry.
- h. Anchor/Monitor the administration and implementation of Industry Cluster Apprenticeship Initiative scheme of STRIVE.
- i. Any other activities suiting the profile as and when required by the Director, DTET.

### **Qualification and Experience**

- a. Engineering Graduate with Post-graduation (Engineering, MBA, Public Policy etc.)
- b. Strong background in Technical Vocational Education and Training (TVET)
- c. Experience as Placement Officer / Industrial working experience minimum of 10 years
- d. Previous work in or with public sector
- e. Practice experience with apprenticeship training
- f. Solid knowledge about apprenticeship legal and regulatory framework in India
- g. Understanding of modern apprenticeship approaches, including dual training
- h. Strong communication and networking skills

### **3. Consultant / Expert: Project Management and Monitoring:**

#### **Job Requirement:-**

- a. Establish institutional structure for information facilitation and support to the SAMC.
- b. Provide IT support in monitoring and expanding the apprenticeship training.
- c. Prepare and manage the database of all the employers.
- d. Anchor/Monitor the administration and implementation of Industry Cluster Apprenticeship Initiative scheme of STRIVE.
- e. Implement e-governance initiatives related to Diploma i.e. e-office, e-scholarship, online admissions, online court case management modules, faculty database management, ERP for institution and Directorate of Technical Education and Training.
- f. Facilitation in the placement, counselling, Pre-placement training, industry interaction and new initiatives for the Diploma students.
- g. Any other activities suiting the profile as and when required by the Director, DTET.

#### **Qualification and Experience**

- a. Qualified IT expert
- b. Industrial working experience minimum of 08 years
- c. Strong project management background, including financial management
- d. Strong IT background
- e. Ability to work with large-scale databases
- f. Ability to conceptualize and supervise applied research
- g. Strong report writing skills
- h. Strong communication and networking skills

#### **Note:**

If at any point of time, DTET, Odisha, feels that a resource is not up to the mark, a replacement will be demanded in written and will need to be obliged within 2 weeks.

The Consultants/ Advisors are not expected to change the team from what is proposed as a part of the response to this RFP. However if a resource needs to be changed due to unforeseen/unavoidable circumstances, the Consultant/ Advisor need to give it in writing to DTET Odisha and only upon agreement, the replacement may be carried out. DTET shall also have a role in the selection of the new resource.

## 9. Deliverable and Payment Schedule

The selected agency will have the following deliverables:-

SI No	Deliverable	Time Line	Amount Payable
1	Inception Report	Within 2 weeks of acceptance of LoA	5% of the annual quoted fees
2	Identify and create partnership activities with all stakeholders who could potentially supply apprentices and run apprentice registration drives in partnership with industry. Monitor and expand the apprenticeship training from the present manufacturing related trades to service sector. Collect data of all employers and assist industry in hiring apprentices.	Within 10 weeks of acceptance of LoA	15% of the annual quoted fees
3	Establish institutional structure for information facilitation and support. Effective capacity building, holding of workshops and awareness programs. Organise at least 4 Workshops each month with the stakeholders i.e. ITI Principals and faculties handling Apprenticeship, Industry bodies (manufacturing, services), MSMEs, Parents and District Employment Officers. Conceptualise and strategize effective communication strategy for promoting apprenticeship in Odisha. Prepare concept for at least 4 short videos (<5 mins each) and 8 posters for digital and print Media each month. Encourage Dual apprenticeship program (Dual Training mode) among industry. Anchor/Monitor the administration and implementation of Industry Cluster Apprenticeship Initiative (IAI) scheme of STRIVE. Formation of clusters outside the state and provide support to candidates from	After 3 month onwards of acceptance of LoA	65% of the annual quoted fees divided in 9 monthly payments.

	Odisha in other states.		
4	Prepare a draft for State Scheme on Apprenticeship and formation of guidelines for Apprenticeship in Odisha.	End of 9 Months	5% of the annual quoted fees.
5	Submission of final report	End of 12 Months	10% of the annual quoted fees.

The engagement period can be extended for a period of maximum 2 years with two annual renewals based on the prior performance along with a fresh set of mutually agreed deliverables.

## 10. Evaluation and Selection

### 10.1 Technical Evaluation

Initial Bid scrutiny will be made and incomplete details as given below will be treated as non-responsive if Proposals

- i. Are not submitted in as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Technical Evaluation Committee will prepare a list of responsive Applicants, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final & binding in this regard.

- a. Technical Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. DTET Odisha may conduct clarification meetings with each or any Applicant to discuss any matters, technical or otherwise.

c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.

d. Proposal shall be opened in the presence of Applicants' authorized representatives who intend to attend at their cost. The Applicants' authorized representatives who are present shall sign a register giving evidence of their attendance.

e. Proposal document shall be evaluated as per the following steps.

i. Preliminary examination of pre-qualification/ eligibility criteria documents: The prequalification document will be examined to determine whether the Applicant meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.

ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the Applicants are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:

- Supporting document is to be submitted in Technical Cover.
- Supporting document should clearly indicate value of the completed/ on-going project and scope of work/ services should be clearly highlighted.
- In case of Applicant is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy is not submitted).
- Applicants failing to comply any of the above then the Bid will be summarily rejected.

#### Technical Evaluation Criteria

Sl. No.	Evaluation Criteria	Maximum marks	Break up of Marks
1.	Applicant's Experience in providing specially Qualified & skilled Manpower	40	
1.1	The Applicant shall have experience of providing HR and Manpower consulting services to Government of India or State Governments	20	Up to 5 years – 5 marks 5 to 10 years – 10 marks 10 to 12 years – 15 marks >12 years – 20 marks
1.2	The Applicant shall have experience of providing skilled manpower of minimum 2	20	2 - 3 Projects - 15 Marks 4 - 5 Projects - 17 Marks >5 Projects - 20 Marks

	years duration with at least 5 member team		
2.	Consultancy Team : No. of CVs submitted that meets the minimum qualification and experience requirements	30	
2.1	Consultant / Expert: Apprenticeship Support (Manufacturing Sector)		Maximum 4 CVs to be submitted 10-12 years experience- 3 Mark for each >12 years experience- 4 Mark for each
2.2	Consultant / Expert: Apprenticeship Support (Service Sector)		Maximum 2 CVs to be submitted 10-12 years experience- 3 Mark for each >12 years experience- 4 Mark for each
2.3	Consultant / Expert: Project Management and Monitoring		Maximum 2 CVs to be submitted 8-10 years experience- 2.5 Mark for each >10 years experience- 3 Mark for each
3	Technical Presentation	30	
3.1	Understanding of the assignment, Quality of methodology and work program to be exhibited along with the competence of the team.		30 marks

### 10.2 Financial Evaluation

Financial Proposals of only those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

$$Sf = 100 * (\text{Financial Proposal of the lowest bidding applicant}) / Fm$$

1. Fm: Financial Proposal of the Applicant 2. Sf: Financial Score

### 10.3 Selection Process

For selection of Consultant/Advisor, final ranking will be determined based on the combined total score for each Applicant separately. This will be done by applying a weight of 0.70 (or 70 %) and 0.30 (or 30%) respectively to the technical (Te) and financial scores (Sf) of each qualifying Proposal. The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

Total Score = (Te X 0.70) + (Sf X 0.30)

The Applicant scoring the highest Total Score shall be declared as the “**Selected Applicant**”

## 11 Annexures

### 11.1 Annexure I: Proposal Covering Letter

Date: .....

To,

The Director DTET

Odisha – 753001

Phone: 0671-2301961

Email: dtetorissa@gmail.com

Dear Sir,

We ..... (Name of the Applicant) hereby submit our Proposal in response to notice inviting RFP date ..... and RFP document no. .... and confirm that:

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of Proposal is 180 days from the last date of submission of Proposal, and
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Applicants are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. DTET Odisha, may contact the following person for further information regarding this Proposal:
  - A. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original DD of both EMD and Tender Document Fee.

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the Applicant Agency etc.

### 11.2 Annexure II: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of Technical Proposal (Envelope – 2) on stamp paper of value required under law duly signed by 'Bidder' for the tender)

Dated: \_\_\_\_\_

#### POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of the Applicant) do hereby constitute, appoint and authorize Mr. \_\_\_\_\_ (Name of the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and the name of the Agency), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement "SELECTION OF AGENCY FOR THE ESTABLISHMENT OF STATE APPRENTICESHIP MONITORING CELL AT DTET ODISHA" involving the deliverables as per agreement with DTET Odisha, vide Request of Proposal (RFP) Document dated \_\_\_\_\_, issued by Director, DTET Odisha, including signing and submission of all documents and providing information and responses to clarifications/enquiries etc. as may be required by Director, DTET Odisha or any governmental authority, representing us in all matters before The Director, DTET Odisha, and generally dealing with DTET Odisha in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. \_\_\_\_\_)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Applicant
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

### 11.3 Annexure III: Financial Proposal Format

To be submitted in original along with the Proposals (Envelope C)

To ,  
The Director, DTET, Odisha – 753001  
Phone: 0671-2301961, Email: dtetorissa@gmail.com

Subject: Selection of Consultant for setting up State Apprenticeship Monitoring Cell in DTET Odisha

Sir,

We, the undersigned, offer to provide the services as Consultant for Setting up State Apprenticeship Monitoring Cell at DTET Odisha in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

Total Professional fee (fixed):

Sl. No	Personnel	Unit	Total Resource Cost (INR) (Per month)	Total (INR) (Per Annum)
1.	Consultant (Manufacturing Sector)	2	2,66,667	32,00,000
2.	Consultant (Services Sector)	1	1,33,333	16,00,000
3.	IT Consultant	1	1,00,000	12,00,000
PROFESSIONAL FEE			5,00,000	60,00,000

% LESS (Per Annum)	% of Total Fee Per Annum
--------------------	--------------------------

TOTAL ANNUAL FEE (Professional fee - % Less Per Annum)	
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Notes:

a. The above fee does not include travel, lodging and other out of pocket expenses, which shall be reimbursed as per actuals or the approved rates, whichever is lower.

b. The above excludes any applicable taxes

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the Request for Proposal (RFP) process and execution of the Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,  
Authorised Signature {In full and initials}:  
Name and Title of Signatory:

#### 11.4 Annexure IV: Draft Performance Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/ Registered office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of The Director, DTET Odisha, having its office at Killa Maidan, Buxi Bazar, Cuttack 753001, Odisha, India (hereinafter called "Director, DTET Odisha" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s \_\_\_\_\_ an Agency/company/ firm formed under \_\_\_\_\_ (specify the applicable law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and completion of a competitive Request For Proposal (RFP) process in accordance with the letter of requirements document No. \_\_\_\_\_ dated \_\_\_/\_\_\_/2016 issued by Director, DTET Odisha, and selected M/s \_\_\_\_\_ (hereinafter referred to as the Applicant) for the Agreement by Director, DTET Odisha as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Director, DTET Odisha, and the Applicant. The Agreement requires the Applicant to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Applicant approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby guarantee as follows:

1. The Applicant shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Director, DTET Odisha an amount not exceeding INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within 7 (seven) days of receipt of a written demand therefore from Director, DTET Odisha, stating that the Applicant has failed to fulfil its obligations as stated in Clause 1 above.

3. The above payment shall be made by us without any reference to the Applicant or any other person and irrespective of whether the claim of the Director, DTET Odisha is disputed by the Applicant or not.

4. The Guarantee shall come into effect from \_\_\_\_\_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on \_\_\_\_\_ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Director, DTET Odisha, under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Director, DTET Odisha prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Director, DTET Odisha.

5. In order to give effect to this Guarantee, Director, DTET Odisha shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Director, DTET Odisha or by the extension of time of performance granted to the Applicant or any postponement for any time of the power exercisable by Director, DTET Odisha against the Applicant or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Director, DTET Odisha or any indulgence by Director, DTET Odisha to the Applicant to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7. The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by \_\_\_\_\_ Bank by the hand of Shri \_\_\_\_\_ its \_\_\_\_\_ and authorised office.

Authorised Signatory \_\_\_\_\_ Bank

**11.5 Annexure V: Format for Professional Experience Citations**

Assignment Name	
-----------------	--

Project Location	
Name of Client & details	
No. of staff provided by your Agency	
No. of Person Months	
Start Date	
Complete Date	
Approx. value of Services	
Name of senior staff (Project Coordinator/ Team Leader) involved and functions performed	
Detailed narrative description of project	
Detailed description of actual services provided by your firm	

#### 11.6 Annexure VI: List of documents to be submitted

The following documents shall be submitted along with the tender documents:-

1. Incorporation certificate
2. Pan card of the firm
3. GST registration certificate
4. Non blacklisting declaration
5. Audited balance sheets of the latest three years
6. Relevant Work Orders/MoUs/Completion Certificates

#### 11.7 Annexure VII: Non Disclosure Agreement Format

##### **NON DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement (“Agreement”) dated \_\_\_\_ (“Effective Date”) is entered into by and between

DTET having its principal place of business at Cuttack (hereinafter referred to as “Client”

which expression shall mean and include its parent, affiliates, sister concerns, subsidiaries and assigns),

**And**

....., a company incorporated under the provisions of ..... and having its principal place of business at ..... (hereinafter referred to as **"Company"** which expression shall mean and include its parent, affiliates, sister concerns, subsidiaries and assigns)

### **1. Purpose**

Parties have to disclose certain confidential, technical and business information in order to avail the Services from the Company. To protect the said confidential information both the parties desires to sign this Non- Disclosure agreement.

### **2. Disclosure of Confidential Information**

Either party may disclose to the other party either orally or in any recorded medium, information comprising or relating to its / or its affiliates, parent, sister concerns group companies: techniques; schematics; designs; contracts; financial information; sales and marketing plans; business plans; clients; client data; business affairs; operations; strategies; inventions; methodologies; technologies; employees; subcontractors; pricing; service proposals; methods of operations; procedures; products and/or services ("Confidential Information"). Confidential Information shall include all nonpublic information furnished, disclosed or transmitted regardless of form.

### **3. Confidentiality**

Either Party shall use the Confidential Information solely in furtherance of the actual or potential business relationship between the parties. The parties shall not use the Confidential Information in any way that is directly or indirectly detrimental to the other party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party.

Parties shall ensure that access to Confidential Information is granted only to those of its employees or agents ("Representatives") who have a demonstrated need to know such information in order to carry out the business purpose of this Agreement. Prior to disclosing any Confidential Information to such Representatives, party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. Each party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information, but in no event less than the measures it uses for its own information of similar type. Parties and its Representatives shall not disclose to any person including, without limitation, any corporation, sovereign, partnership, limited liability company, entity or individual (i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or

potential business relationship between the parties, (ii) that it has requested or received Confidential Information, or (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

Each Party and its Representatives will immediately notify the other Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. Each Party and its Representatives will use its best efforts to assist the other Party in remedying any such unauthorized use or disclosure of the Confidential Information.

Either Party shall implement and follow the rules as laid down in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 [‘the Rules’].

Either Party shall monitor the security practices, control processes and checks in place in respect of the Confidential Information on a regular basis and disclose any breaches in the security practices, control processes and checks in place to the other Party.

The obligations contained in this Section 2 will not apply to the extent that either Party can demonstrate that the Confidential Information: (a) was part of the public domain at the time of disclosure or properly became part of the public domain, by publication or otherwise; (b) was rightfully acquired by Receiving Party prior to disclosure by Disclosing Party; (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or (d) is required to be disclosed by a government agency or by a proper court of competent jurisdiction; provided, however, that Receiving Party and its Representatives shall provide Disclosing Party prompt prior written notice of such requirement, shall consult with and assist Disclosing Party in obtaining a protective order prior to such disclosure, and shall only disclose the portion of Confidential Information which it has been advised by written opinion of counsel is legally required to be disclosed and shall use its best efforts to obtain assurance that confidential treatment will be accorded such information if the protective order is not obtained or if Disclosing Party waives disclosure of such information.

#### **4. Ownership of Materials/No Warranty**

Each Party retains all rights, title and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by the other Party is either granted or implied by the disclosure of Confidential Information. Confidential Information is provided “as is” with all faults. In no event shall parties be liable for the accuracy or completeness of the Confidential Information.

#### **5. Term**

This Agreement shall terminate two (2) years from the Effective Date. Receiving Party’s obligations with respect to confidentiality shall expire after two (2) years from the date of disclosure.

## 6. Return of Confidential Information

Upon written request of either Party, Parties and its Representatives shall promptly return to the other Party all copies of Confidential Information in its possession including, without limitation, all copies of any analyses, compilations, studies or other documents prepared by Receiving Party or its Representatives containing or reflecting any Confidential Information. Either Party shall certify in writing that it and its Representatives have returned all such information to the other Party.

## 7. General

- a) This Agreement shall be governed by and construed in accordance with the laws India without regard to its conflicts of law provisions.
- b) Either Party agrees that the breach of the provisions of this Agreement by any Party will cause the other Party an irreparable damage for which recovery of money damages would be inadequate. Either Party will, therefore, be entitled to obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law or in equity. Receiving Party and its Representatives hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Bangalore, Karnataka for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice or document by registered mail or tracked courier service to the address set forth above shall be effective service of process for any action, suit or proceeding brought against Receiving Party and its Representatives in any such court.
- c) Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties permitted successors and assigns.
- d) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
- e) No term or provision hereof will be considered waived by either party, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of the non-breaching party. No consent to, or waiver of, a breach by a party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.
- f) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.
- g) This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.
- h) This agreement may be executed in two counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

**Accepted and agreed as of the date first above written by the following authorized Party representatives:**

**Client**

**The Company**

**By:**

**By:**

**Name:**

**Name:**

**Title:**

**Title:**

**Witness:**

**Witness:**

**Name:**

**Name:**

**Title:**

**Title:**

**11.8 Annexure-VIII. Conflict of Interest Clause**

Executive agrees that during the Basic Term, and any extension of the Basic Term under this Agreement, he will not engage, either directly or indirectly, in any activity (a Conflict of Interest) which might adversely affect DTET or its affiliates, including ownership of a material interest in any supplier, contractor, distributor, subcontractor, customer or other entity with which DTET does business or accepting any material payment, service, loan, gift, trip, entertainment, or other favor from a supplier, contractor, distributor, subcontractor, customer or other entity with which the Company does business, and that Executive will promptly inform the Director of DTET as to each offer received by Executive to engage in any such activity. Executive further agrees to disclose to DTET any other facts of which Executive becomes aware which might in Executives good faith judgment reasonably be expected to involve or give rise to a Conflict of Interest or potential Conflict of Interest.

**11.9 Annexure-IX. Format for Non-Blacklisting Declaration:**

**Date: .././....**

**RFP Reference No.: .....**

To,  
The Director,  
DTET,  
Odisha - 751012

**Subject: Non-blacklisting and non-ineligibility declaration**

Dear Sir,

Read SkillReporter for RFPs and Tenders RFP Jobs News

The bidding entity for this engagement is XXXXXXXX Private Limited (“XXXX” or “we”). XXXXX is a private limited company registered under the Companies Act, 1956 (or as applicable), and we are engaged in providing professional services in the areas of consulting, business advisory etc.

I, XXXXXXX, authorized signatory of XXXXX, do hereby declare to the best of our knowledge and information available with us as on Date .././.... that we have not come across any written directive by any Central Government/State Government/Public Sector Undertaking blacklisting XXXXX and/or issuing declaration of ineligibility/blacklisting for corrupt or fraudulent practices to XXXX against providing such professional services as mentioned in the RFP.

Thanking you,

**Signature**

**Name & Designation**

**Company name -**

#### **11.10 Annexure-X. Sub-Contracting Clause**

The selected bidder cannot outsource or sub-contract the complete work or part of it. All the personnel considered should be on the direct payroll of the Agency.

#### **11.11 Annexure-XI. IPR Clause**

- A. **“Intellectual Property”** includes inventions (whether patentable or not), patents, patent applications, registered designs and applications thereof, copyright material including computer software, technical information and know-how.
- B. **All Intellectual Property under the RFP and/ or the Contract will belong exclusively to DTET, except the pre-existing intellectual property rights of the selected bidder or its subcontractors (if any), DTET shall at all times retain all right, title and interest in and to any Intellectual Property Rights in the deliverables to be provided**

by the **selected bidder** under this Agreement and any modifications thereto or works derived from there except the pre-existing intellectual property rights of **selected bidder** or its subcontractors (if any). It is hereby expressly clarified that **selected bidder** shall have no right, title or interest in or to such Intellectual Property Rights for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications as per requirement of DTET. **Selected bidder** shall not use such Intellectual Property for any other purpose during and after the term of the Contract.

- C. No services covered under the Contract shall be sold or disposed by the **selected bidder** in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien.
- D. Subject to clause (e) below, the Intellectual Property Rights of all the database, programs, reports, formats etc. developed/created for this project would be of DTET.
- E. The **selected bidder** shall continue to retain sole ownership of the pre-existing proprietary knowledge, tools, methodology, templates and intellectual property content brought in by **selected bidder** to this engagement and/or incorporated in the deliverables submitted by **selected bidder** to the DTET. Further, any third party licenses other than the hardware and software to be used by the **selected bidder** resources for delivering the deliverables under the contract, necessary for the performance of the services under this agreement, would need to be procured by the **DTET**.

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