



Jharkhand Skill Development Mission Society

Request for Proposal for Empanelment of Experienced Training Service Providers to Impart Skill Development Training & Employment to the Youth of Jharkhand

October 2019

RFP No. JSDM/RFP/001/2019

Date of issue of RFP	10 th October 2019
Last date for submission of Proposals	31 st October 2019 (5.00 pm)

Jharkhand Skill Development Mission Society
(An autonomous body under Department of Higher, Technical Education and Skill Development, Government of Jharkhand)
Shram Bhawan, Doranda, Ranchi - 834 002, Jharkhand
Phone: +91 651-2481644 Email ID: skilljharkhand@gmail.com
Website: www.skilljharkhand.org

ABBREVIATIONS

Abbreviations

Abbreviation	Full Form
DDU-GKY	Deen Dayal Upadhyay Grameen Kaushalya Yojana
ELSTP	Employment Linked Skill Training Programme
EST&P	Employment through Skills Training & Placement
JSDMS	Jharkhand Skill Development Mission Society
NSDC	National Skill Development Corporation
NSQF	National Skills Qualifications Framework
NULM	National Urban Livelihoods Mission
PMKVY	Pradhan Mantri Kaushal Vikas Yojana
RFP	Request for Proposal
SDIS	Skill Development Initiative Scheme
SJKVY	Saksham Jharkhand Kaushal Vikas Yojana
SSC	Sector Skill Council
TSP	Training Service Provider

In the interpretation of these terms, unless the context otherwise requires:

- (a) The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the other standard Bidding Documents, shall, unless the context otherwise requires, have the meaning ascribed thereto therein;
- (b) Words in the singular or plural term, as the case may be, shall also be deemed to include the plural or the singular term, respectively;
- (c) Terms "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" regardless of whether such terms are followed by phrases of like import;
- (d) For the purpose of this RFP, the terms "Bid" and "Proposal" are interchangeable and imply the same, unless repugnant to the context.

Table of Contents

ABBREVIATIONS.....	2
DISCLAIMER.....	4
1 INTRODUCTION.....	5
1.1 Content of the RFP.....	5
1.2 ABOUT JHARKHAND SKILL DEVELOPMENT MISSION SOCIETY.....	5
1.3 OBJECTIVE OF THE EMPANELMENT PROCESS.....	6
1.4 GENERAL TERMS OF EMPANELMENT.....	6
1.5 DESCRIPTION OF EMPANELMENT PROCESS.....	8
1.6 TERMS AND SCOPE OF WORK.....	9
2 INSTRUCTIONS TO BIDDERS.....	13
A. GENERAL.....	13
2.1 ELIGIBILITY OF THE BIDDERS.....	13
2.2 GENERAL TERMS OF PROPOSAL SUBMISSION.....	14
2.3 DUE DILIGENCE, SITE VISIT AND VERIFICATION OF INFORMATION.....	15
2.4 RIGHT TO ACCEPT AND TO REJECT ANY OR ALL PROPOSALS	15
B. DOCUMENTS	15
2.5 CONTENTS OF THE RFP	16
2.6 CLARIFICATIONS	16
2.7 AMENDMENT OF RFP	16
C. PREPARATION AND SUBMISSION OF PROPOSALS	17
2.8 FORMAT OF PROPOSAL SUBMISSION	17
2.9 SEALING AND SUBMISSION OF PROPOSALS	17
2.10 PROPOSAL DUE DATE	18
2.11 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS	18
2.12 REJECTION OF PROPOSALS	18
2.13 VALIDITY OF PROPOSALS	19
2.14 CONFIDENTIALITY	19
2.15 CORRESPONDENCE WITH THE BIDDER	19
3 EVALUATION OF BIDS	19
3.1 OPENING AND EVALUATION OF PROPOSALS	19
3.2 TESTS OF RESPONSIVENESS	19
3.3 EVALUATION AND SELECTION OF BIDDERS FOR EMPANELMENT	20
3.4 CONTACTS DURING PROPOSAL EVALUATION	22
4 FRAUD AND CORRUPT PRACTICES	23
5 PRE-BID MEETING	24
6 MISCELLANEOUS	24
7 APPENDICES.....	25

DISCLAIMER

The information contained in this Request for Proposal ("**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Jharkhand Skill Development Mission Society (hereinafter "**JSDMS**") is provided to interested parties on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by JSDMS to interested parties who apply for empanelment (henceforth "**Bidders**") in response to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("**Proposal**") for empanelment with Jharkhand Skill Development Mission Society for providing skill development training in Jharkhand as per notified norms.

JSDMS makes no representation or warranty and shall have no liability to any person or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way from this empanelment process.

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

The issue of this RFP does not imply that JSDMS is bound to empanel any Bidder(s) or select any Bidder(s) for any project. JSDMS reserves the right to reject all or any of the Bidders without assigning any reason whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by JSDMS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and JSDMS shall not be liable in any manner for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this RFP and related processes.

Visit SKILL REPORTER for more skill development RFP/ EOI/ Tenders

1. INTRODUCTION

1.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.7.

Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Evaluation of Proposals
Section 4	Fraud and Corrupt Practices
Section 5	Pre-Bid Meeting
Section 6	Miscellaneous
Section 7	Appendices

1.2 About Jharkhand Skill Development Mission Society

1.2.1 Jharkhand Skill Development Mission Society ("JSDMS") was registered on 1 October, 2013 under the Societies Registration Act, 1860 to function as an autonomous organisation under Department of Planning and Development, Government of Jharkhand. Through a Government of Jharkhand notification dated 18 June, 2015, JSDMS was made an autonomous body under Department of Labour, Employment, Training & Skill Development, Government of Jharkhand. Currently Jharkhand Skill Development Mission works as an autonomous body under the Department of Higher, Technical Education and Skill Development.

1.2.2 The primary objectives of JSDMS are:

- (a) To increase the employability of the youth and empower them to take part in the economic growth of Jharkhand and India and thereby reduce unemployment, under-employment, poverty and socio-economic inequality;
- (b) To provide skill development training to the youth of the State;
- (c) To develop self-employment and entrepreneurial skills for youths of Jharkhand;
- (d) To assist in creating an enabling environment to attract investment in professional and skill development sector;
- (e) To assist the State Government in formulating appropriate policy, legislations and/or measures to fulfil the skill gap;
- (f) To monitor the costs and quality of training imparted to produce targeted number of high quality skilled personnel across various strata of youth and workers, especially from amongst the disadvantaged sections of the society.

- (g) To create effective convergence between school education, professional courses and various skill development efforts of Central and State Governments;
- (h) To promote and carry out, on its own or on behalf of the State Government, activities to generate awareness, research and study on skill demand;
- (i) To increase the skill training facility in the state of Jharkhand.

1.3 Objective of the Ongoing Empanelment Process

- 1.3.1 In order to foster skilling initiatives in the state, JSDMS seeks to empanel Training Service Providers (“**TSPs**”) which are eligible to apply for empanelment under various categories and training programs. The Training will have to be imparted in NSQF compliant courses
- 1.3.2 Such empanelment (the “**Empanelment Process**”) shall be based on evaluation of the technical and financial capability of Bidders in line with the criteria described in Clause 2.1.
- 1.3.3 Bidders selected for empanelment pursuant to this RFP may be allocated work as submitted Centre preference list (Assembly Constituency area) & Sector preference list (Appendix VII A & B) and/or in mutual consultation, to impart skills training in Jharkhand under Saksham Jharkhand Kaushal Vikas Yojana (“**SJKVY**”) or any other skill training programme(s) of JSDMS. Costing of sanctioned work shall be determined in accordance with the Common Norms notified by the Ministry of Skill Development and Entrepreneurship (relevant extracts in Schedule-A) or as notified by JSDMS from time to time.
- 1.3.4 At present, various Departments of the Government of Jharkhand are engaged in skilling activities by procuring the services of training providers / agencies / Non-Governmental Organisations (NGOs) / academic institutions, etc. The objective of this RFP is also to empanel a diverse set of training providers (“**Empanelled TSPs**”) which may be utilised by other Departments of the Government of Jharkhand for sanction of work.

1.4 General Terms of Empanelment

- 1.4.1 Bidders must be eligible to apply for empanelment as per Clause 2.1. Bidding as consortium is not permitted.
- 1.4.2 Franchisee arrangement is strictly not allowed in this project. No part of the training centre or training delivery shall be sub-let to any other agency/individual in any form. If a bidder is caught doing so at any stage, the order would be immediately terminated and payments forfeited.
- 1.4.3 At the time of issuing Contract/Work Order, the Bidder must be affiliated with the National Skill Development Corporation (“**NSDC**”) or the Sector Skill Council (“**SSC**”) for the concerned sector(s) or any other Certifying Agencies conducting NSQF Compliant Courses. We will require NSDC/SSC affiliation before issuing the Contract/Work Order.
- 1.4.4 On the basis of proposals submitted by TSPs in response to this RFP, JSDMS will constitute a Panel of TSPs eligible for providing NSQF-aligned skill training to youths of

the state. Any request for undertaking any Non-SSC compliant courses would need the prior approval from Mission Director, JSDMS

- 1.4.5 The tenure of the empanelment shall be for a period of **three (3)** years from the date of empanelment, with the empanelment status being renewed every year on the basis of:
- i. the TSP continuing to meet the eligibility and qualifications criteria as required by the prevailing conditions for empanelment, or as may be amended by JSDMS from time to time; and
 - ii. the performance of the TSP under the SJKVY program post empanelment process. Various factors may be considered for the performance review.
 - iii. At the time of empanelment renewal, documentary support for eligibility qualifications and credentials must be furnished to JSDMS as requested.
 - iv. The tenure of the empanelment under the scheme may be further extended by JSDMS on a case to case basis subject to overall performance of TSP, provided the scheme continue to exist.
- 1.4.6 JSDMS, at its discretion, can modify or terminate the Panel earlier than the expiry of the three (3) year period in the event of change in law or due to other relevant reason(s).
- 1.4.7 JSDMS, at its discretion, can terminate the empanelment of an TSP earlier than the expiry of the three (3) year period in the event of failure of TSP to remain eligible in view of prevailing eligibility conditions (as revised from time to time) or to perform as per contract deliverables or other relevant reason(s) given in writing to the TSP.
- 1.4.8 Empanelment with JSDMS does not guarantee any form of income / award of work / retainer fees.
- 1.4.9 Based on any notification regarding empanelment issued from time to time at national level, necessary amendments may be made to the state empanelment framework or the list of empanelled training providers.

1.5 Description of Empanelment Process

- 1.5.1 Interested Bidders deemed eligible as per Clause 2.1 can participate in the Empanelment Process by submitting their proposal in the format given in the Appendix. Each Bidder must submit a single proposal, irrespective of the number of sectors in which the Bidder wishes to get empanelled.
- 1.5.2 Bidders meeting the eligibility criteria as per Clause 2.1 shall be considered for empanelment with JSDMS and shall be invited for a technical presentation before a competent Committee appointed by JSDMS if they meet the requisite cut-off as per Clause 3.3.3.
- 1.5.3 Along with the Proposal, a Bidder is required to deposit a non-refundable processing fee (“the **Processing Fee**”) of Rs. 5,000/- (Rupees Five Thousand only). The Processing

Fee must be in the form of a crossed demand draft drawn on any scheduled bank in favour of “Jharkhand Skill Development Mission Society”, payable at par in Ranchi.

1.5.4 JSDMS shall endeavor to adhere to the following schedule but reserves the right to alter the same:

S. No.	Details	Timelines	Tentative Dates
1.	Issuance of RFP	T0	10 th October 2019
2.	Last date for receiving Pre-Bid queries	T + 8 days	18 th October 2019 (03.00 pm)
3.	Pre-Bid Meeting	T + 8 days	18 th October 2019 (04.00 pm)
4.	Publishing of responses to Pre-Bid Queries	T + 11	21 st October 2019
5.	Last date for submission of Proposals	T + 30 days	30 th October 2019 (5.00 pm)
6.	Last Date for Submission of Tender Fee & EMD	T + 31	31 st October(11.00 am)
7.	Bid Opening	T + 31 days	31 st October 2019 (5.00 pm)

1.6 Terms and Scope of Work

1.6.1 Subsequent to empanelment of TSPs under the present Empanelment Process, work may be sanctioned to Empanelled TSPs under the Saksham Jharkhand Kaushal Vikas Yojana (SJKVY) or any other skill programme of JSDMS.

1.6.2 The Bidder is required to propose the preferred Assembly Constituency Areas for imparting skill training, in the format given at Appendix-VII (A). All the Assembly Constituency Areas have been categorized into 5 groups with scoring parameter. The bidder is required to select preferred area as per the Appendix – VII (A). The bidder has to select maximum 5 centers from the Appendix VII (A). The area shall be allocated to TSPs on the basis of their preference and the overall score (as defined in Clause 3.3.6), state’s priorities and through mutual consultation with JSDMS. The decision of JSDMS in this matter shall be final. The Bidder is required to propose the preferred Sector & Assembly Constitutions Area for imparting skill training during proposal stage. Bidder will have the provision to change the sector or Assembly Constitutions Area in future basis their exposure in the working Assembly Constitutions Area/sector provided they produce affiliation with the SSC for new sectors to be proposed. However, JSDMS

reserves the right to allot/reject/prefer/add any sector or Assembly Constitutions Area to any of the TSP depending upon need. Decision of JSDMS shall be final on allotment of sector and Assembly Constitutions.

With the aim of promoting large scale placement linked quality training, as a special case JSDMS may allow to establish and operate exclusive high capacity (annual training capacity above 1000) training centers outside the state, provided all the trainees mobilized for the training would be from Jharkhand only. The bidder should also have an exceptional track record of placing more than 70% youths trained through various placement linked skill development training programs. In this case also the bidder would give an undertaking to the Mission that they would provide employment to more than 70% skilled youths. Release of payment for the said training program outside the state would only be released as per COMMON COST NORMS. No additional cost in any form would be reimbursed. Preference in this case would be given to bidders having Trainers with International Certification. Decision on these proposals would be at the sole discretion of JSDMS.

The Bidder is required to propose the preferred Sector & Assembly Constitutions for imparting skill training during proposal stage. Bidder will have the provision to change the sector or Assembly Constitutions in future basis their exposure in the working Assembly Constitutions /sector provided they produce affiliation with the SSC for new sectors to be proposed. However, JSDMS reserves the right to allot/reject/prefer/add any sector or Assembly Constitutions to any of the TSP depending upon need. Decision of JSDMS shall be final on allotment of sector and Assembly Constitutions.

1.6.3 Other projects/works related to imparting skills training in Jharkhand may also be sanctioned by JSDMS and/or other Departments of the Government of Jharkhand through issue of limited tenders to Empanelled TSPs in selected/all sectors. The terms and conditions for such works may vary from the terms and conditions mentioned below. The TSP may undertake skill training based on mutual agreement with the respective department and JSDMS shall bear no liability for the same.

1.6.4 The following is the broad scope of work for Empanelled TSPs if they are sanctioned work under SJKVY. Detailed scope of work shall be incorporated into the Agreement signed between JSDMS and the Empanelled TSP prior to execution of work.

(a) **Mobilisation of Trainees**

- ☐ Prior to initiation of training, ground-level mobilisation must be done by Empanelled TSPs at their own cost in areas identified in consultation with JSDMS.
- ☐ Mobilisation should be accompanied by counselling wherein Empanelled TSPs are expected to provide candidates all possible information on the nature of work in the sector/trade, availability of jobs, potential pay and entitlements, growth prospects and risks involved, with the aim of helping candidates and

their families make informed decision.

- ❑ Registration of trainees must be linked to their Aadhaar identity, which the Empanelled TSPs are expected to facilitate before trainee registration.

(b) Batch management

- ❑ A training batch would consist of not less than 15 and not more than 30 trainees.
- ❑ During the programme if the number of trainees remains below 15 for six consecutive days, the batch will be considered shut down and the Empanelled TSP shall not be eligible for payment for that batch.

(c) Training Centre and Infrastructure

- ❑ Training shall be primarily residential in nature. Non-residential trainings may be planned in mutual consultation with JSDMS.
- ❑ Bidders are required to have dedicated training centres for skill training under SJKVY.
- ❑ Training centres must be verified and approved by the concerned Sector Skill Council (SSC) and JSDMS prior to initiation of training.
- ❑ Each training centre must be equipped with the infrastructure prescribed under the relevant Qualification Pack by the concerned Sector Skill Council for the job roles in which training will be imparted.
- ❑ Training centre infrastructure may be owned or hired.
- ❑ Biometric attendance is mandatory for both residential and non-residential skill trainings.
- ❑ Training centre must comply to SSC specifications for Classroom, Lab and Equipment's and get the applied job role affiliated through SMART portal
- ❑ All training centre must be established as per the centre specification norms set by NSDC/ concerned SSC and also as prescribed for the relevant Qualification Pack/s by the concerned Sector Skill Council for the job roles in which training will be imparted.
- ❑ All projects related transactions should be done by the bidder through a dedicated bank account only. JSDMS at any point of time may ask for details of the bank transactions made to different vendors by the selected bidder from the dedicated project account from the initiation of centre establishment.
- ❑ The bidder must only select those job roles that have prescribed Curriculum and Content prepared by the SSC.

☐ All the staff & trainers must be on the payroll of the bidding organisation.

☐ The training area should be minimum 10,000 square feet (Ranchi, Hazaribag, Bokaro, Dhanbad & East Singhbhum – Urban area) & 5,000 square feet for rest of the area excluding hostel area (preferably located in a stand-alone building of easily accessible and visible location).

☐ The standards and parameters of the centre should exceed 3 star equivalent rating of NSDC Smart Portal.

(d) Training delivery

☐ Bidders are not allowed to provide training through a franchisee arrangement. No part of training centre or training shall be sub-let to any agency/individual in any form.

☐ The Empanelled TSPs shall be responsible for all aspects of the training including centre readiness, quality of training delivery, assessment and certification, and outcomes required from the training.

(e) Curriculum

☐ Curriculum must be based on the National Occupational Standards (NOS) and Qualification Packs (QPs) developed by Sector Skill Councils established under the National Skill Development Corporation (NSDC).

☐ The training curriculum must have mandatory modules on soft skills, computer literacy, financial literacy and entrepreneurship.

☐ Adequate practical and on the job training/internship must be incorporated into the training module where necessary.

(f) Trainers

☐ Persons deployed as trainers by the Empanelled TSPs must be competent instructors in possession of requisite knowledge, skills and experience in their domain.

☐ For each trade offered under SJKVY, instructors must be SSC-certified trainers.

(g) Assessment and Certification

☐ An independent assessment of trainees by a third-party agency authorised by the relevant Sector Skill Council is mandatory for all skill trainings provided under the Scheme.

☐ After assessment, each successful candidate must be awarded a certificate issued by the Certifying Agency approved by the relevant Sector Skill Council to ensure acceptability in the industry.

- ② Apart from third-party external assessment, continuous internal assessment in the form of quizzes, assignments and tests should be a part of the course curriculum.

(h) **Facilitating Trainees in securing Wage or Self Employment**

- ② Though providing wage employment to the beneficiaries is the prime focus under Saksham Jharkhand Kaushal Vikas Yojana, self-employment shall also be considered under SJKVY. Achievement of outcomes, in terms of sustainable wage or self-employment being facilitated for trainees, shall be a crucial element for assessing the performance of Empanelled TSPs at the time of annual empanelment renewal.
- ② Payment to Empanelled TSPs, in line with the notified Common Norms, shall also be linked to achievement of envisioned outcomes.
- ② Prior to batch initiation, each skill training course will be recorded as being geared towards wage employment or self-employment. Accordingly, the outcomes for Empanelled TSPs shall be defined.
- ② For courses aimed at wage employment, trainees should secure a job within three (3) months of completion of training and should retain the same/similar job for a subsequent period of three (3) months for the trainee to be considered 'successfully placed'.
- ② For courses aimed at self-employment, trainees should become gainfully employed in livelihood enhancing occupations. This should be evidenced through a newly acquired trade license, or proof of setting up of an enterprise or becoming a member of a producer group, or proof of additional earnings (bank statement).
- ② Those TSP who will be opting for Self-Employment, If selected by JSDMS, a Detailed Report on the Forward & Backward Linkage with a proper Road Map needs to be submitted.
- ② The TSP may run only batches of self-employment for certain trades and courses. The mobilization for such batches may be made from specific groups such All or selected members of SHGs, All members of JLGs, All members of small Producer Groups, group of members of Producer Companies and other groups and communities of similar nature. Groups formed with combination of skilled and non-skilled members will not be covered in the group based entrepreneurship model.
- ② In case of self-employment, candidates should have been employed gainfully in livelihood enhancement occupations which are evidenced in terms of trade licence or setting up pf an enterprise or becoming a member of a producer

group or proof of additional earning (Bank Statement) or any other suitable and verifiable documents as prescribed by the respective Ministry/Department.

(i) **Post Placement Tracking and Support**

- ☐ To ensure sustained benefits from training, Empanelled TSPs are required to track and report successfully placed candidates for a period of 12 months. The formats and periodicity of reporting shall be mentioned in the terms of work provided in the Agreement.
- ☐ For candidates provided with wage employment in any industry, information like appointment letter, remuneration, etc. must be maintained and submitted to JSDMS as per terms of the Agreement between JSDMS and the Empanelled TSPs. For candidates setting up their own enterprises, the Empanelled TSPs would track the progress of the enterprises for a period of 12 months.
- ☐ Contact details of successful trainees should be passed on to JSDMS for sample checking.

1.6.5 If sanctioned work, the TSP would be required to furnish a Performance Security Deposit equal to **5% of the project value** (the “**Performance Security Deposit**”) before signing the Agreement. If any TSP will not start the training within 3 months after issuing the LoA, MoU & Work Order, the disciplinary action will be taken by the Mission. The BG will be forfeited in those cases.

1.6.6 All Applicants have to pay refundable EMD (non-interest bearing) of Rs. 1,00,000/- (Rs. One Lac Only) in the form of a Bank Guarantee drawn from a Scheduled Bank of India in favour of “Jharkhand Skill Development Mission Society” payable at par at Ranchi. The BG must be valid for 180 days from the date of bid submission (**Format Appendix XII attached**)

The EMD of the unsuccessful applicant would be returned (without interest) within 180 days of decision of rejection. In case of successful applicants, the EMD will be returned after submission of the Performance Guarantee.

The EMD of the successful applicants will be forfeited if they failed to submit performance guarantee or deny to enter into the agreement.

1.6.7 Under the SJKVY scheme, all records including but not limited to those pertaining to attendance, class progress, assessment, certification, and training outcomes, must be maintained both manually (hard copies submitted to JSDMS as per terms of Agreement signed between JSDMS and Empanelled TSPs) as well as uploaded on HUNAR portal, the state’s Skill Management

Information System. Likewise, attendance of trainees and trainers must be maintained both in the form of physical hard copies as well as through biometric records uploaded on HUNAR. The TSP will maintain all the information regarding attendance, assessment, certification and placement updated and current at all times on HUNAR Portal. Any exception will immediately be communicated in writing to JSDMS.

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Eligibility of the Bidders

- 2.1.1 An eligible Bidder must be a legal entity in the form of Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / LLP/ Company registered under sec 25/Society / Trust / Association / Educational Institution.
- 2.1.2 At the time of issuing Contract/Work Order, the Bidder must be affiliated with the National Skill Development Corporation (“NSDC”) or the Sector Skill Council (“SSC”) for the concerned sector(s) or any other Certifying Agencies conducting NSQF Compliant Courses. We will require NSDC/SSC affiliation before issuing the Contract/Work Order.
- 2.1.3 An eligible Bidder must not have been blacklisted by any State Government/ Central Government / Donor Agency.

2.2 General Terms of Proposal Submission

- 2.2.1 Each Bidder must submit a single proposal, irrespective of the number of sectors in which the Bidder wishes to get empanelled.
- 2.2.2 JSDMS shall receive the proposal in accordance with the terms set forth in this RFP and other documents that may be provided by JSDMS pursuant to this RFP as amended/clarified from time to time by JSDMS.
- 2.2.3 Along with the Bid, the Bidder is required to deposit a non-refundable Processing Fee of Rs. 5,000/- (Rupees Five Thousand only) in line with details provided in Clause 1.5.3. **The RFP shall be summarily rejected if it is not accompanied by the Processing Fee.**
- 2.2.4 Bidders shall not have a conflict of interest ("**Conflict of Interest**") that affects the Empanelment Process or any sanction of work that may follow. Any Bidder found to have a Conflict of Interest is liable to be disqualified.
- 2.2.5 Any misrepresentation shall lead to disqualification of the Bidder.
- 2.2.6 JSDMS will not return any proposal or any information provided along therewith.
- 2.2.7 In case it is found at any time during or subsequent to the Empanelment Process or anytime during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and any Agreement / Contract, if signed, shall be liable to be terminated by a communication in writing by JSDMS to the Bidder, without JSDMS being liable in any manner whatsoever to the Bidder.
- 2.2.8 JSDMS reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of JSDMS to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of JSDMS there under.

2.2.9 The Bidders shall be responsible for all the costs associated with the preparation of their proposal and their participation in the Empanelment Process. JSDMS will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Empanelment Process.

2.2.10 JSDMS may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the agency:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c) Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- d) Failed to provide clarifications related thereto, when sought;
- e) Submitted more than one proposal;
- f) Has been blacklisted by any Central / State Government (incl. its department/agency) or was declared ineligible by the Central / State Government / for corrupt and fraudulent practices.

2.3 Due Diligence, site visit and verification of information

2.3.1 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from JSDMS;
- (c) satisfied itself about all matters, things and information necessary for submitting an informed Proposal and for execution of work in accordance with the RFP and for performance of all of its obligations there under.

2.4 Right to accept and to reject any or all Proposals

2.4.1 Notwithstanding anything contained in this RFP, JSDMS reserves the right to accept or reject any proposal and to annul the Empanelment Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.4.2 Such misrepresentation/improper response as described herein shall lead to the disqualification of the Bidder.

2.4.3 In case it is found during the evaluation of proposals or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or that the Bidder has made material misrepresentation or has given any materially incorrect or

false information, the Bidder shall be disqualified forthwith and the Agreement, if signed, shall be liable to be terminated by a communication in writing by JSDMS to the Bidder, without JSDMS being liable in any manner whatsoever to the Bidder.

B. DOCUMENTS

2.5 Contents of the RFP

2.5.1 The following are the appendices attached as a part of this RFP:

- I. Format for Covering Letter for the Proposal
- II. Format for Affidavit on not being blacklisted
- III. Format for Bidder Details
- IV. Format for Financial Capability Statement
- V. Format for Training and Placement Record (all-India)
- VI. Format for Training and Placement Record (Jharkhand)
- VII. Format for Assembly Constituency Area and Sector Preferences for Empanelment
- VIII. Tie-ups for On-the-Job Training or Apprenticeship (OJT) List
- IX. Tie-ups with Placement Agencies for post training placement
- X. Format for Board Resolution for Proposal Submission
- XI. Format for Authorization for signing of Proposal & Other Documents
- XII. Format – Bank Guarantee for Bid Security
- XIII. Format – Agreement
- XIV. Pre-Bid Queries Format

2.6 Clarifications

2.6.1 Bidders requiring any clarification on the RFP may notify JSDMS in writing or by letter and/or e-mail to jsdmtenders@gmail.com.

2.6.2 JSDMS shall endeavor to respond to the queries within the period specified therein through letter/e-mail. However, JSDMS reserves the right not to respond to any question(s) or provide any clarification(s), at its sole discretion, and nothing in these Clauses shall be taken or read as compelling or requiring JSDMS to respond to any question or to provide any clarification.

2.6.3 JSDMS may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by JSDMS shall be deemed to be part of the RFP. Verbal clarifications and information given by JSDMS or its employees or representatives shall not in any way or manner be binding on JSDMS.

2.7 Amendment of RFP

2.7.1 At any time prior to the deadline for submission of Proposals, JSDMS may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.7.2 Any addenda issued subsequent to this RFP, but before the Proposal Due Date, will be

deemed to form part of this RFP.

- 2.7.3 Any Addendum thus issued will be uploaded on the website (<https://jharkhandtenders.gov.in>). JSDMS will post the addendum/replies to the queries on the JSDMS website without identifying the source of queries.
- 2.7.4 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, JSDMS may, at its own discretion, extend the timelines mentioned in Clause 1.5.4, having due regard for the time required by the Bidders to address such amendment.
- 2.7.5 Any modification and amendment in the RFP or the timelines as stated in Clause 1.5.4 shall be uploaded on the website. Prospective Bidders are requested to remain updated with regard to any addendum/ notices/ amendments/ clarifications etc. on website at <https://jharkhandtenders.gov.in> JSDMS may not provide separate notifications for such addendum/ notices/ amendments/ clarifications, etc. in the print media (press) or individually.

C. PREPARATION AND SUBMISSION OF PROPOSALS

2.8 Format of Proposal Submission

- 2.8.1 The Bidder shall provide all information sought under this RFP. JSDMS will evaluate only those proposals that are received in the required formats and complete in all respects.
- 2.8.2 The proposal should be neatly typed in indelible ink and signed by the authorised signatory of the Bidder. **All pages should be numbered.** All alterations, omissions, additions or any other amendments made to the Proposal must be initialed by the person(s) signing the proposal.

2.9 Sealing and Submission of Proposals

- 2.9.1 The Bidder shall submit the proposal online <https://jharkhandtenders.gov.in> in the format specified in the Appendices with the Cover Page clearly mentioning “**Proposal for Empanelment of Training Service Providers to Impart Skill Development Training in Jharkhand**”.
- 2.9.2 The documents accompanying the Proposal shall be numbered serially and placed in the order mentioned below, along with this checklist:

S.No.	Description	Reference	Documents Page No
1	Cover Letter with the Bid	Appendix-I	
2	Affidavit on not being blacklisted	Appendix-II	
3	Bidder Details	Appendix-III	
4	Financial Capability Statement	Appendix-IV	
5	Training and Placement Record (all-India)	Appendix-V	
6	Training and Placement Record (Jharkhand)	Appendix-VI	

7	Training Centre Area and Sector Preferences	Appendix–VII A & B	
8	Industry Tie-ups for On-the-Job Training or Apprenticeship (OJT) List	Appendix–VIII	
9	Tie-ups with Industries / Placement Agencies for post training placement	Appendix–IX	
10	Board Resolution for Proposal Submission	Appendix–X	
11	Authorization for Signing of Bid	Appendix–XI	
12	Format – Bank Guarantee for Bid Security	Appendix–XII	
13	Format – Agreement	Appendix – XIII	
14	Format – Pre-Bid Queries	Appendix XIV	

2.9.3 Address and contact details for all communication:

Mission Director
 Jharkhand Skill Development Mission Society
 Shram Bhawan, Doranda,
 Ranchi – 834 002, Jharkhand

2.9.4 Place of Submission of Processing Fee & opening of bids

Jharkhand Skill Development Mission Society
 Shram Bhawan, Doranda,
 Ranchi – 834 002, Jharkhand

2.9.5 Proposal should be submitted online

2.9.6 Proposals submitted by hard copy, fax, telex, telegram or e-mail shall not be entertained.

2.10 Proposal Due Date

2.10.1 As part of continuous empanelment process proposals can be submitted any time to JSDMS, until JSDMS bar to do so.

2.11 Modifications/ Substitution/ Withdrawal of Proposals

2.11.1 Bidders may not modify, substitute or withdraw their Proposals after submission, unless the same has been expressly sought for by JSDMS, shall be disregarded.

2.12 Rejection of Proposals

2.12.1 JSDMS reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is not obligatory for JSDMS to accept any Proposal or to give any reasons for their decision.

2.12.2 JSDMS reserves the right not to proceed with the Empanelment Process at any time, without notice or liability, and to reject any Proposal without assigning any reason(s).

2.13 Validity of Proposals

2.13.1 The Proposals shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date. The validity of Proposals may be extended by mutual consent of JSDMS and the Bidders.

2.14 Confidentiality

2.14.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising JSDMS in relation to, or matters arising out of, or concerning the Empanelment Process.

2.14.2 JSDMS will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. JSDMS may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or JSDMS.

2.15 Correspondence with the Bidder

2.15.1 JSDMS reserves the right to not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

3 EVALUATION OF BIDS

3.1 Opening and Evaluation of Proposals

3.1.1 JSDMS shall open the Proposals on the day as per clause Error! Reference source not found. at the address specified in Clause 2.9.3 and in the presence of the Bidders who choose to attend.

3.1.2 JSDMS will subsequently examine and evaluate the Proposals in accordance with the provisions set out in Clause 3.2 and Clause 3.3 below.

3.1.3 If at any time during the evaluation process JSDMS requires any clarification, it reserves the right to seek such information from any or all of the Bidders and the Bidders will be obliged to provide the same with supporting documents in the specified time frame.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Proposals, JSDMS shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) it is received as per Clause 2.8 and Clause 2.9;
- (b) it is received by the Proposal Due Date including any extension thereof;
- (c) it is accompanied by the Processing Fee;
- (d) it does not contain any condition or qualification; and
- (e) it is not non-responsive in terms hereof.

3.2.2 JSDMS reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by JSDMS in respect of such Bid.

3.3 Evaluation and Selection of Bidders for Empanelment

3.3.1 The Bidder has to be adjudged as responsive in terms of Clause 3.2.1 for participating in the Proposal process.

3.3.2 Bidders deemed eligible as per Clause 2.1 and responsive as per Clause 3.2.1 will be evaluated on their Technical, Financial and Additional Qualifications as well as suitability for the state of Jharkhand. The selection process would involve an evaluation of the Technical Proposal (“Part A”) and Technical Presentation (“Part B”).

3.3.3 Bidders who score at least **40 out of 70** possible marks in Part A (referred to as “**Shortlisted Bidders**”) shall qualify for making a Technical Presentation before the Selection Committee.

3.3.4 The selection process shall be based on the evaluation criteria provided in the table below:

Evaluation Criteria for Bidder (Maximum 100 Marks)

S. No	Parameters	Max. Marks
Part A: Technical Proposal submitted to JSDMS		
A.1	Technical Qualifications – All India experience incl. Jharkhand (Max. Marks: 30)	
a)	<p>Successful Completion of Placement Linked Skill Development Training Programme (Certified)* provided to Youths/ Trainees in the past 3 financial years , across all Sectors</p> <p><u>General Scoring:</u></p> <ul style="list-style-type: none"> Completion of skill training for up to 500 trainees: 0 marks Completion of skill training from 501 to 1000 trainees: 5 marks One additional mark for completion of skill training for every 100 trainees (counted in multiples of 100) above 1000, up to a maximum of 15 marks total <p><u>Scoring for Bidders incorporated in Jharkhand:</u></p> <ul style="list-style-type: none"> Completion of skill training for up to 300 trainees: 0 marks Completion of skill training from 301 to 500 trainees: 5 marks One additional mark for completion of skill training to every 100 trainees (counted in multiples of 100) above 500, up to a maximum of 15 marks total 	15
b)	<p>Number of Trainees Placed after Skill Development Training in the past 3 financial years, across all sectors</p> <p><u>General Scoring:</u></p> <ul style="list-style-type: none"> Up to 350 trainees placed: 0 marks 	15

	<ul style="list-style-type: none"> From 351 to 700 trainees placed: 5 marks One additional mark for every 100 trainees (counted only in multiples of 100) placed above 700 trainees, up to a maximum of 15 marks total <p><u>Scoring for Bidders incorporated in Jharkhand:</u></p> <ul style="list-style-type: none"> Up to 210 trainees placed: 0 marks From 211 to 350 trainees placed: 5 marks One additional mark for every 100 trainees (counted only in multiples of 100) placed above 350 trainees, up to a maximum of 15 marks total 	
A.2	Technical Qualifications – Experience in Jharkhand (Max. Marks: 05)	
a)	<p>Successful Completion of Placement Linked Skill Development Training Programme (Certified)* provided to Youths/ Trainees * within Jharkhand in the past 3 financial years</p> <p><u>Scoring:</u></p> <ul style="list-style-type: none"> Completion of skill training for up to 300 trainees: 0 marks Completion of skill training for 301-500 trainees: 2 marks Completion of skill training for more than 501 trainees: 5 marks 	05
A.3	Financial Qualifications (Max. Marks: 20)	
a)	<p>Average turnover from skill development training over past 3 years</p> <p><u>General Scoring:</u></p> <ul style="list-style-type: none"> Up to (including) Rs 50 Lakh: 2 marks Above Rs 51 Lakh and up to Rs 1 Crore: 5 marks Above Rs 1 Crore and up to Rs 2 Crore: 7 marks Above Rs 2 Crore: 10 marks 	10
b)	<p>Average net worth over past 3 years</p> <p><u>Scoring:</u></p> <ul style="list-style-type: none"> Positive net worth up to (including) Rs 25 lakh: 5 marks Above Rs 25 Lakh and up to Rs 50 Lakh: 7 marks Above Rs 50 Lakh: 10 marks 	10
A.4	Additional Qualifications (Maximum Marks: 15)	
a)	Selection of Training Centre (Assembly Constituency Area & Number of Centre (as per Appendix VII A)	10
b)	Selection of Sector (as per Appendix VII B)	05
Part B: Technical Presentation before the Selection Committee		
B.1	Technical Presentation (Maximum Marks: 30)	
a)	<p>Break-up:</p> <ul style="list-style-type: none"> Bidder's understanding of skill development 	30

	<ul style="list-style-type: none"> • Bidder's understanding of Jharkhand and suitability for the state • Bidder's approach & methodology for skilling • Bidder's faculty, infrastructure, placement track record, etc. 	
--	---	--

* Note: For the purpose of this RFP, Bidders are required to submit information and supporting documents on only such trainings which qualify as per the guidelines mentioned below:

- Skill development training implies at least 200 hours of domain-specific skill training oriented towards employment of trainees, through a Government-sponsored programme including but not limited to DDU-GKY, NULM's EST&P, SDIS, STAR Scheme, PMKVY, Rajasthan's ELSTP, etc;
- Only completed skill development trainings (i.e. training followed by assessment/certification) shall be considered for evaluation under this RFP;
- Only such data shall be considered for evaluation which is substantiated by the Bidder through adequate documentary proof (list of acceptable/suggested documents provided under 'Note' in Appendix-V and VI). The onus of providing adequate and verifiable supporting evidence lies upon the Bidder;
- For number of candidates trained/placed, "past three financial years" implies;
For number of candidates trained/placed, "past three financial years"
- Bidders who have been in existence for less than 3 financial years may submit data pertaining to the duration of their existence.

3.3.5 After the evaluation of Proposals under Part A, JSDMS would announce a list of Shortlisted Bidders, in line with Clause 3.3.3, who will be invited to make a Technical Presentation before the Selection Committee constituted for selecting Bidders for empanelment as TSPs. JSDMS will not entertain any query or clarification from Bidders who fail to qualify for the Technical Presentation.

3.3.6 Bidders shall be empanelled on the basis of obtained scores after aggregating the scores awarded on the basis of Proposals and Technical Presentations ("**Overall Score**").

3.3.7 On the basis of Overall Score, Empanelled TSPs shall be classified into categories and the value of work order, if sanctioned, shall be in accordance with such categorisation. Based on the overall budget and targets, JSDMS at its discretion may award work to select / all Empaneled TSPs. In the event of work sanction, the final scope of work and terms of working shall be as per the work order issued to the Empanelled TSP.

3.3.8 During the stage of award of work, in the event that two or more Empanelled TSPs are tied at the same Overall Score, marks awarded under Part B i.e. Technical Presentation shall be considered. In the event that two or more Empanelled TSPs are tied at the same Overall Score with same marks under Part B as well, then the Bidder with a higher turnover from skill development activities shall be selected.

3.3.9 Prior to sanction of work, there may be further consultations with Empaneled TSP's. The performance of Empanelled TSPs shall be assessed annually at the time of empanelment renewal and the value of work order sanctioned (if any) for the subsequent year shall be in accordance with the performance.

3.3.10 The performance of TSPs in terms of mandated outcomes shall be crucial. If less than 50% of a batch is able to secure wage/self-employment as per the guidelines herein, the TSP may not be allowed to execute further work or allotted more targets under the programme, unless any relaxation is provided by JSDMS.

3.4 Contacts during Proposal Evaluation

- 3.4.1 Proposals shall be deemed to be under consideration immediately after they are opened and until such time JSDMS makes official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting, by any means, JSDMS and/or their employees/representatives on matters related to the Proposals under consideration.

4 FRAUD AND CORRUPT PRACTICES

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during and subsequent to the Empanelment Process and during the subsistence of the Agreement.
- 4.1.2 Notwithstanding anything to the contrary contained herein, or in the Agreement, JSDMS shall reject a Bid, withdraw any award of work, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Empanelment Process.
- 4.1.3 In such an event, JSDMS shall appropriate the Performance Security Deposit, as the case may be, without prejudice to any other right or remedy that may be available to JSDMS hereunder or otherwise.
- 4.1.4 For the purposes of Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JSDMS who is or has been associated in any manner, directly or indirectly with the Empanelment Process or award of work or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of JSDMS, shall be deemed to constitute influencing the actions of a person connected with the Empanelment Process); or (ii) engaging in any manner whatsoever, whether during or after the Empanelment Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical adviser of JSDMS in relation to any matter concerning the project;
- b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Empanelment Process;

- c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Empanelment Process;
- d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by JSDMS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (ii) having a Conflict of Interest; and
- e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Empanelment Process.

5 PRE-BID MEETING

- 5.1.1 Pre-Bid Meeting of the Bidders shall be held at the JSDMS office in Ranchi at 4:00 PM IST on the date as mentioned in the Clause 1.5.4. A maximum of two representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.
- 5.1.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of JSDMS. JSDMS shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Empanelment Process.

6. MISCELLANEOUS

- 6.1 The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process.
- 6.2 In case of a legal dispute the jurisdiction for its settlement will be that of a Court of Law having Jurisdiction at Ranchi.
- 6.3 The dispute can also be resolved through the Alternate Dispute Redressal (ADR) by means of Arbitration, Mediation and Conciliation.
- 6.4 JSDMS, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - 6.4.1 suspend and/or cancel the Empanelment Process and/or amend and/or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto;
 - 6.4.2 consult with any Bidder in order to receive clarification or further information;
 - 6.4.3 retain any information and/or evidence submitted to JSDMS by, on behalf of, and/or in relation to any Bidder; and/or
 - 6.4.4 Independently verify, disqualify, reject and/or accept any and all submissions or

other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases JSDMS, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

Visit SKILL REPORTER for more skill development RFP/ EOI/ Tenders

7. APPENDICES

APPENDIX – I Format – Covering Letter

To,

Mission Director
Jharkhand Skill Development Mission Society
Shram Bhawan, Doranda, Ranchi

Dear Sir,

Subject: Proposal for empanelment of Training Service Providers to impart skill development training in Jharkhand

This is in response to the RFP issued by the Jharkhand Skill Development Mission Society (Ref No.) dated

We (*Name of the Bidder*) are keen to get selected for the project and hereby express our interest

Please find enclosed one Original and one True Copy of our Proposal. We have also attached the requisite Processing Fee of Rs. 5,000/- in the form of Demand Draft No. dated drawn on

We hereby confirm that:

1. The RFP is being submitted by which is the “Bidder” for the **Sector & Preferred Assembly Constitution Area** in accordance with the conditions stipulated in the RFP. Our preference of dare as below:

Sl No	Preferred Assembly Constitution Area

Sl No	Preferred Sector

2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by JSDMS and in any subsequent communication sent by JSDMS. We agree and undertake to abide by all these terms and conditions. Our proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from JSDMS.
3. The information submitted in our RFP is complete and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our RFP. We acknowledge that JSDMS will be relying on the information provided in the RFP and the documents accompanying and we certify that all information provided in the application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such RFP are true copies of their respective originals.
4. We acknowledge the right of JSDMS to reject our RFP without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We declare that we satisfy all legal requirements and meet all the eligibility criteria laid down in the RFP.
6. This RFP is unconditional and we hereby undertake to abide by the terms and conditions of the RFP.
7. We understand that any work sanctioned in pursuance to the bidding process detailed in this RFP shall be on the terms and conditions specified in the Letter of Award / Work Order / Agreement pertaining to such work, which shall be thoroughly reviewed and accepted by us before undertaking such work.
8. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

For and on behalf of:

Signature:

Name:

Designation:

(Company Seal)

(Authorized Representative and Signatory)

Note:

The Covering Letter is to be submitted by Authorized Signatory on the organisation's letterhead with his/her signature and seal.

Visit SKILL REPORTER for more skill development RFP/ EOI/ Tenders

APPENDIX – II

Affidavit for not being blacklisted

(Affidavit on non-judicial stamp paper by Company Secretary/Authorized Representative and Signatory of the Bidder with his/her dated signature and company seal)

AFFIDAVIT

I/We, on behalf of (Name of Bidder), with its registered
office at do hereby declare that the above-mentioned
Bidder has not been blacklisted/ debarred by any State/Central Government authority / Donor
Agency for breach on our part.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

APPENDIX – III
Format – Bidder’s Details

(To be provided by Company Secretary or Authorized Signatory on Letterhead with his/her dated signature and company seal)

S. No.	Description	Details	Document at page no
1.	Name of Legal Entity		
2.	Status / Constitution of the Bidder		
3.	Name of Registering Authority		
4.	Registration Number		
5.	Date of Registration		
6.	Place of Registration		
7.	PAN Card Number		
8.	NSDC Training Partner (Yes/No)		
9.	Valid affiliation with Sector Skill Council / other awarding body capable to conduct NSQF complaint courses and have (Yes/No)	Give details & documentary proof of valid SSC / other awarding body affiliations	
10.	Name of the Contact Person for Bid information		
11.	Address of the contact person		
12.	Email id of Contact Person		
13.	Mobile number of contact person		
14.	Official Email Id of the Organization		

N.B.:

1. Individual SSC affiliation is not necessary if the Bidder is an NSDC Training Partner. In such cases, while applying for empanelment under various sectors, the Bidder must highlight past experience in skill training in each sector applied for.

2. The entity holding SSC/NSDC affiliation must be the same as the entity applying as “Bidder” in response to this RFP who shall be the implementing agency for any work that may be sanctioned.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

Note: Copy of appropriate registration / incorporation certificate along with a copy of PAN card should be appended as a part of this form. Copies of all documents should be appended in the same order as mentioned in the table. All financial documents should be duly certified by a Chartered Accountant.

APPENDIX – IV

Format – Financial Capability Statement

(Duly signed by the Authorised Representative and certified by a Chartered Accountant)

On the basis of audited financial statements, I/We hereby submit that.....

(Name of Bidder), having registered office at, has annual turnover, net worth and annual turnover from skill development activities, in past three consecutive financial years (2016-17, 2017-18, 2018-19), as follows:

S. No.	Financial Year	Total Annual Turnover (INR in Lakhs)	Annual Turnover from skill development activities/ programmes (INR in Lakhs)	% of Annual Turnover from Skill Development Activities to Total Annual Turnover	Net worth (INR in Lakhs)
1.	2016-17				
2.	2017-18				
3.	2018-19				
TOTAL					
AVERAGE					

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

Note:

1. Bidder is required to submit the audited financial statements for the past three financial years
2. Bidders who have not been in existence for three financial years may provide details pertaining to the duration of their existence.
3. All supporting documents should be duly certified by a Chartered Accountant.

APPENDIX – V

Format – Technical Capability Statement (All India experience including Jharkhand)

(To be certified by a Chartered Accountant)

Skill Development Training (PAN India) in past 3 financial years:

S. No.	Financial Year	Number of Candidates for which Skill Training Completed	Number of Candidates Placed after Skill Training
1.	2016-17		
2.	2017-18		
3.	2018-19		
Average			

Signature and Seal of Chartered Accountant

Note:

The certificate should sign by the same Chartered Accountant Firm, who has audited previous financial year books of accounts.

The onus of providing adequate and verifiable supporting evidence (of numbers of trainees trained and placed) lies upon the Bidder.

For Number of Candidates Trained:

Original Certificate by a Chartered Accountant stating the number of trainees for whom skill training has been completed by the Bidder as per the conditions stated in the note under Clause 3.3.4.

And

Self-attested copies of any of the following:

- a. Work Order for each programme accompanied by Certificate of Completion / Proof of Final Payment from Government bodies indicating the number of candidates trained in the sector;
- b. Printouts of verifiable information from Government MIS systems showing number of candidates trained.

For Number of Candidates Placed:

Original Certificate by a Chartered Accountant stating the number of trainees placed after skill training by the Bidder during the last three financial years

And

Trainee-wise information for all placed trainees in the last 3 years in the following format

Sl No	Name of the Placed Candidates	Mobile No	Name of the Employer	Address, Contact Person Mobile No & E-mail ID	Salary at which placed

Visit SKILL REPORTER for more skill development RFP/ EOV Tenders

APPENDIX – VI

Format – Technical Capability Statement (Jharkhand Experiences)

(To be certified by a Chartered Accountant)

Skill Development Training (in Jharkhand only) in past 3 financial years:

S. No.	Financial Year	Number of Candidates for which Skill Training Completed	Number of Candidates Placed after Skill Training
1.	2016-17		
2.	2017-18		
3.	2018-19		
Average			

Signature and Seal of Chartered Accountant

Note:

The certificate should signed by the same Chartered Accountant Firm, who has audited previous financial year books of accounts.

The onus of providing adequate and verifiable supporting evidence (of numbers of trainees trained and placed) lies upon the Bidder.

For Number of Candidates Trained:

Original Certificate by a Chartered Accountant stating the number of trainees for whom skill training has been completed by the Bidder as per the conditions stated in the note under Clause 3.3.4.

And

Self-attested copies of any of the following:

- a. Work Order for each programme accompanied by Certificate of Completion / Proof of Final Payment from Government bodies indicating the number of candidates trained in the sector;
- b. Printouts of verifiable information from Government MIS systems showing number of candidates trained.

For Number of Candidates Placed:

Original Certificate by a Chartered Accountant stating the number of trainees placed after skill training by the Bidder during the last three financial years

And

Trainee-wise information for all placed trainees in the last 3 years in the following format

Sl No	Name of the Placed Candidates	Mobile No	Name of the Employer	Address, Contact Person Mobile No & E-mail ID	Salary at which placed

Visit SKILL REPORTER for more skill development RFP/ EOI Tenders

APPENDIX – VII (A)

Format – Centre (Assembly Constituency) Preferences

(A) Preference of Assembly Constituency & Number of Centre

Bidders must assign preference **Assembly Constituency** as per list. Please select maximum 5 centers as per category B.

(i) Category A - Assembly Constituency

Sl No	Name of the Assembly Constituency	Number of Centre	Preference (Residential/Non Residential)
1			
2			
3			
4			
5			

(B) Category of Assembly Constituency area with Score

District	Group A	Group B	Group C	Group D	Group E
	Godda	Barhait	Bagodar	Baghmara	Barhi
	Jama	Bishrampur	Baharagora	Barkagaon	Bishnupur
	Litipara	Chaibasa	Bhawanathpur	Barkatha	Bokaro
	Mahagama	Chakradharpur	Dhanwar	Bermo	Borio
	Maheshpur	Chhatarpur	Dumri	Chandan kiyari	Chatra
	Manika	Hussainabad	Gandey	Gomia	Daltonganj
	Poreyahat	Ichagarh	Ghatsila	Jharia	Deoghar
	Sikaripara	Jaganathpur	Jamua	Mandar	Dhanbad
		Kharsawan	Nala	Mandu	Dumka
		Kolebira	Potka	Nirsa	Garhwa
		Madhupur		Silli	Giridih
		Majhgaon		Sindri	Gumla
		Manoharpur		Sisai	Hatia
		Sarath		Tundi	Hazaribagh
		Simaria			Jamsedpur
					Jamsedpur West
					Jamtara
					Jarmundi
					Jugsalai
					Kanke
				Khijri	
				Khunti	
				Kodrama	
				Latehar	
				Lohardaga	
				Pakur	
				Purbi Singhbhum	

					Ramgarh	
					Ranchi	
					Sahibganj	
					Saraikele – Kharswan	
					Simdega	
					Tamar	
					Torpa	
Score/Centre	2.00	1.50	1.00	0.50	0.00	

Visit SKILL REPORTER for more skill development RFP/ EOJ/ Tenders

APPENDIX – VII (B)

Format – Sector Preferences

(A) Preference of Sector

Bidders must assign preference Sector as per list. Please select maximum 5 sectors as per category B.

(d) Category A - Assembly Constituency

Sl No	Name of the Assembly Constituency	Number of Centre	Preference Sector
1			
2			
3			
4			
5			

(B) Category of Sector with Score

Sector	Group A	Group B	Group C	Group D
	Agriculture	Leather	Beauty & Wellness	Apparel
	Healthcare	Life Sciences	Power & Energy	Electronics
	Construction		Green Skills	IT/ITES
	Mining	Security	Sports	Retail
	Handloom & Handicrafts			
	Food Processing Industries	Textile		
	Media & Entertainment	Furniture & Furnishing		
	Automotive	Tourism & Hospitality		
	Banking			
	Logistics			
	Capital Goods			
	Plumbing			
Score/ Centre	1.00	0.50	0.25	0.00

APPENDIX – VIII

List of Industry Tie-ups for On-the-Job Training (OJT) or Apprenticeship

S. No.	Name of the Industry / Organization with Name & Contact details of the authorized person	OJT/Apprenticeship capacity (number)	Formal arrangement (Yes/ No)	Job roll/ Sector	Supporting Documents Page Number
1.					
2.					
3.					

* Supporting proof documents to be annexed separately

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

APPENDIX – IX

List of Tie-ups with Industry / Placement Agencies for post training placement

S. No.	Name of the Placement Agency with Name & Contact details of the authorized person	Formal arrangement (Yes/ No)	Job roll/Sector	Supporting Documents Page Number
1.				
2.				
3.				

* Supporting proof documents to be annexed separately

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

Visit SKILL REPORTER for more skill development RFP/ EOIs/Tenders

APPENDIX – X

Format – Board Resolution for Proposal Submission

(To be furnished by the Bidder)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF _____ <Name of Organization> AT THEIR MEETING HELD ON _____ <Date> AT _____ <Time> AT _____ <Address>

“Resolved that the consent of the Board of Directors is hereby accorded to submit the Bid and other necessary documents for Request for Proposal for ‘*Empanelment of Training Service Providers to Impart Skill Development Training in Jharkhand*’ ”

Signed on behalf of:

(Signature of Authorized Representative(s) of the Board)

Name: _____ Designation: _____

Signature of:

Name: _____

Designation: Company Secretary

APPENDIX – XI
Format – Authorization

(On Company Letterhead)

TO WHOMSOEVER IT MAY CONCERN

This is to authorise Mr./Ms. _____
son/daughter/wife of _____ and presently residing at
_____, who is presently
employed with us and/or holding the position of _____, for doing in our name and
signing on our behalf all such acts, deeds and things as are required in connection with submission
of our bid for “Empanelment of Training Service Providers to impart Skill Development Training in
Jharkhand” including but not limited to signing and submission of all applications, bids and other
documents, participating in Bidders' conferences and providing information / responses to
Jharkhand Skill Development Mission Society (JSDMS), representing us in all matters before JSDMS
or concerned Authority, signing and execution of all contracts including the Agreement and
undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all
matters in connection with or relating to or arising out of our bid for the said Project and/or upon
award thereof to us and/or till the entering into of the Agreement with JSDMS.

Signed on behalf of _____

(Signature)

(Name, Title and Address)

APPENDIX - XII

Bank Guarantee format for Bid Security

(To be executed on Stamp paper of appropriate value)

B.G. No. Dated:

1. In consideration of you, Jharkhand Skill Development Mission Society, having its office at _____, (herein after referred as "JSDMS"), which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of having its registered office at (hereinafter referred to as the "Bidder") which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns, for the " _____ (name of the scheme)" (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project (hereinafter referred to as "Bidding Document"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause **Error! Reference source not found.** of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 1,00,000 (Rupees One Lac only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Document shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Document including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 1,00,000 (Rupees One Lac only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 270 (two hundred and seventy) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions

contained in the Bidding Document including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Document or to extend time for submission of the Bid or the Bid validity period or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Document, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 1,00,000 (Rupees One Lac only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before _____ (indicate date falling 270 days after the Bid Due Date).

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

Visit SKILL REPORTER for more skill development RFP/ EOI/ Tenders

Appendix XIII

Format of Agreement – SJKVY

AGREEMENT

(For skill development training under SJKVY programme of Jharkhand Skill Development Mission Society)

This **Agreement** is made and executed on this ___ day of _____ **201** at Ranchi,

BETWEEN

JHARKHAND SKILL DEVELOPMENT MISSION SOCIETY (“JSDMS”), established under the Societies Registration Act, 1860 and represented through its Mission Director, which expression shall, unless repugnant to the context, include its administrator, successor-in-office, permitted assigns, legal representatives, hereinafter called the ‘First Party’

AND

_____ (name of the organisation) established under Proprietorship Firm/ Partnership Firm/ Private Limited Company/ Public Limited Company/ LLP/ Company registered under Sec 8/ Society/ NGO/ Trust/ Association/ Educational Institution having its registered office at _____, India and represented through Mr./Ms. _____ (hereinafter referred to as the “Training Provider” or “TP”) which expression shall, unless repugnant to the context, include its successors, heirs, permitted assigns, representatives, hereinafter called the ‘Second Party’.

WHERE AS

The First Party is a registered Society under the Department of Higher, Technical Education and Skill Development, Government of Jharkhand, and is mandated to increase the employability of the youth in Jharkhand through skill development in market driven professions;

The First Party invited proposals for implementing Saksham Jharkhand Kaushal Vikas Yojana (“SJKVY” or “the project”) to provide wage/self-employment-linked skills training compliant with National Skills Qualifications Framework (“NSQF”) and in line with the Common Norms notified by the Ministry of Skill Development and Entrepreneurship (“Common Norms”) is empanelled as training partner as per the approval of Governing Body of JSDMS.

The Second Party expressed its willingness to impart such skill training through submission of a technical proposal for empanelment;

The First Party has assessed the proposal submitted by the Second Party and selected the Second Party for imparting skill training to beneficiaries in the state of Jharkhand on the terms hereinafter described. **The Letter of Intent (LoI) No. _____ dated**

_____ stipulating the terms and conditions for entering this Agreement was issued to and accepted by the Second Party.

In pursuance thereof, the Parties have agreed to enter this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. DEFINITIONS AND INTERPRETATIONS

1. Definitions: Unless the context otherwise requires, the following terms whenever used in this Agreement shall have meanings as below:

- (a) "Agreement" means this Agreement, signed by both Parties, together with all the Annexures;
- (b) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (c) "Effective Date" means the date of this Agreement;
- (d) "Government" means the Government of Jharkhand unless otherwise specified;
- (e) "INR, Re. or Rs." means the official currency of Republic of India;
- (f) "In writing" means communicated in written form with proof of receipt;
- (g) "Service/s" means the work to be performed by the Second Party pursuant to this Agreement;
- (h) "Third Party" means any person or entity selected by the First Party or Second Party for providing certain services as required and allowed under this Agreement;
- (i) "Training Fees" shall have the meaning set forth in Clause 11;
- (j) "Work Order/s" shall mean the letter issued by the First Party to the Second Party to commence the works subsequent to signing of this Agreement.

2. In this Agreement, unless the context otherwise requires

- (a) words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- (b) terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Annexure and used therein shall have the meaning ascribed thereto in the Annexure;
- (c) words "include" and "including" are to be construed without limitation;
- (d) references to Clauses, Sub-Clauses, Annexure in this Agreement shall, except where the context otherwise requires, be deemed to be references to Clauses, Sub-Clauses, Annexure of or to this Agreement;

(e) wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, proposal, communication, information or report or determination by any Party, unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, contract, proposal, communication, information or report or determination shall be in writing under the hand of the duly authorised representative of such Party;

(f) any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning.

3. The words and expressions not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP. Without prejudice to the generality of the provisions of this Agreement, the provisions of RFP and specific terms & conditions, if any, mentioned in the Work Order/s to be issued by the First Party subsequent to this agreement, shall apply and be binding on the Second Party.

4. While the following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement, they are to be taken as mutually explanatory to one another. However, in the event of any conflict between them, the order of precedence of the documents shall be in the order set out below:

- i. Agreement including its Annexures and Schedules and subsequent correspondences including but not limited to process manual
- ii. Work order/s issued by the First Party
- iii. Letter of Award
- iv. Common Norms issued by the Ministry of Skill Development and Entrepreneurship on 15 July, 2015 as amended from time to time.

5. Any Annexure or Appendix or Schedule that forms part of the Agreement and is not available at the time of execution of this Agreement shall be added later duly signed by the Parties. Any action required to be taken, and any document required to be executed under this Agreement by the First or Second Party may be executed by the officials specified hereunder:

- i. Mission Director of JSDMS for the First Party; and
- ii. Official in whose name "Power of Attorney" has been entrusted by Second Party.

III SCOPE OF WORK FOR THE SECOND PARTY

6. The Second Party shall conduct SJKVY training as per JSDMS terms and conditions.

- a) The Second Party hereby declares that it has not been blacklisted to conduct any skill training programme either by central/ state government or their agencies.

- b) If The Second Party does not conduct any training within a period of 3 months post target allocation to its training centres or within a period of 6 months of finishing the training of the last batch, the agreement will be cancelled.
- c) The First Party is being awarded work for skill training in the sector as provided in the Work Order to be issued subsequently by the First Party. The services to be undertaken by the Second Party would be as below:

6.1 Mobilisation, Counselling and Selection of Trainees

6.1.1 Mobilisation, counselling and selection of candidates must be undertaken by the Second Party prior to initiation of training in the allotted districts.

6.1.2 It's mandatory for the candidates to have an AADHAR ID during the enrolment process.

6.1.3 No regular student of any educational institution should be inducted for training purpose.

6.1.4 During mobilisation, the Second Party shall provide counselling to candidates and their families on the nature of work in various sectors/trades, job opportunities, relocation/migration requirements, expected pay and entitlements, growth prospects and risks involved.

6.1.5 Selection of trainees must be done by the Second Party in consultation with the district level team of the First Party. The Second Party may conduct psychometric or other tests to judge the aptitude of potential trainees. The process of trainee selection shall be transparent and open to all interested persons, keeping in mind aptitude and eligibility criteria as per the relevant Qualification Pack. Other criteria for selection including maximum qualifications (if any) and catchment area may be decided through mutual consultation between the two Parties.

6.1.6 Eligible candidates are to be registered by the Second Party on Jharkhand State's HUNAR portal.

6.2 Batch Formation

6.2.1 The selection of candidates has to be done by the Second Party as per age and qualifications prescribed by the NSQF guidelines.

6.2.2 A training batch shall consist of not less than 15 and not more than 30 trainees.

6.2.3 During the programme if the number of trainees remains below 15 for six consecutive days, the batch will be considered shut down and the Second Party shall not be eligible for payment, unless under exceptional circumstances with written approval from the Mission Director of the First Party.

6.2.4 During batch formation, the Second Party shall ensure adherence to the district reservation policy in order to promote inclusive skill trainings.

6.3 Training Curriculum

6.3.1 The Second Party shall adhere to the curriculum involving theory, practical and course material as per NSDC norms.

6.3.2 Training curriculum should be based on the relevant National Occupational Standards (NOS) and Qualification Packs (QPs) developed by Sector Skills Councils established under the National Skill Development Corporation (NSDC). The Second Party must ensure that the curriculum is vetted and approved by the concerned Sector Skill Council (SSC) prior to the initiation of training. Training curriculum should be shared with the First Party as and when sought.

6.3.3 The Second Party is responsible for distribution of relevant instructional material to all trainees.

6.3.4 The training curriculum must have mandatory modules on soft skills, computer literacy, financial literacy and entrepreneurship for a total duration of forty hours.

6.3.5 The training and course content should facilitate learning by such youth who may not have exposure to English. Training should be delivered in a trainee-friendly manner with adequate audio visual tools and participatory methods. Use of innovation in teaching methodology is encouraged.

6.4 Training Infrastructure

6.4.1 The Second Party has to register in the SMART portal and get accredited and affiliated in the portal. The training area should be minimum 10,000 SFT (Ranchi, Hazaribag, Bokaro, Dhanbad & East Singhbhum – Urban area) & 5,000 SFT for rest of the area including classrooms & laboratories but excluding hostel area.

6.4.2 Each training centre must be equipped with the infrastructure prescribed by the concerned Sector Skill Council. Each centre must have adequate and well-equipped classrooms and laboratories as per industry benchmarks, separate washroom facilities for girls and boys, provision for clean drinking water, first aid box, and at least four common computers with internet access.

6.4.3 All centres shall be required to be approved by SSC and the district team prior to the initiation of the batch training.

6.4.4 The Second Party has to follow JSDMS's guidelines/ any circular issued by JSDMS (as amended from time to time) for Branding of the Program, Training Delivery Assessment & certification, Placement, Tracking, Payment disbursement etc.

6.4.5 The Second Party has to ensure uninterrupted power supply for the conduct of training and will have to keep in place appropriate safety measures for the safety of

the candidates, personnel deployed there in and of the available infrastructure at their own cost and risks.

6.5 Training Delivery

6.5.1 The Second Party shall not subcontract the training delivery or operate the training centres via a franchisee arrangement. Any breach of this clause may lead to termination of this Agreement.

6.5.2 Recording of candidate's and trainer's attendance via Aadhar Enabled Biometric Attendance System (AEBAS) is mandatory for the centre throughout the course. Information about batch progress (including attendance and trainee performance), batch assessment and placement should be shared with the First Party through uploads on HUNAR portal without fail.

6.5.3 Persons deployed as trainers by the Second Party must be competent instructors in possession of requisite knowledge, skills and experience in their domain. They must be SSC approved trainers who have completed the ToT programme. At the end of each training course, trainees would be required to evaluate their trainer(s) on parameters such as domain knowledge, punctuality, responsiveness and instructional ability as per the format developed by the First Party.

6.6 Assessment and Certification

6.6.1 An SSC approved independent, third-party assessment and certification process is mandatory for all skill trainings.

6.6.2 The Second Party shall be involved in facilitating the assessment process, such as finalization of assessment date in consultation with the Assessment Agency and completion of all procedural requirements related to assessment.

6.6.3 The Second Party shall not try to influence the third party assessment in any way whatsoever and shall duly inform the First Party in case of a beneficial relationship / conflict of interest with an assigned Assessor.

6.6.4 Apart from third-party external assessment, continuous internal assessment in the form of quizzes, assignments and tests should be a part of the course curriculum.

6.7 Facilitating Trainees in obtaining Wage or Self Employment

6.7.1 The Second Party is responsible for a minimum 70% placement of the candidates trained by them.

6.7.2 Providing beneficiaries with wage or self-employment is a stated aim of the Saksham Jharkhand Kaushal Vikas Yojana (SJKVY). Prior to batch initiation, each skill training course will be recorded as being geared towards wage employment or self-employment. Accordingly, the outcomes for the Second Party. For courses aimed at wage employment, placement should be within 3 months of completion of training.

6.7.3 Payment to the Second Party shall be made as per clause, with a part of payment being linked to achievement of envisioned outcomes.

6.8 Post Placement Tracking

6.8.1 To ensure sustained benefits from training, the Second Party is required to track and maintain a record of successful trainees for a period of 3 months.

6.8.2 Each successful trainee shall be tracked by the Second Party once in every months for a period of 3 months after completion of training. The parameters to be tracked are as under:

- i. Successful placement within 3 months of completion of training
- ii. Once placed, remuneration per month
- iii. Name and address of current employer
- iv. Exact job role / title / designation
- v. If there are periods of unemployment between different jobs, duration of such gaps and reason for leaving previous job without having another job in hand.

6.8.3 For trainees obtaining wage employment, information such as appointment letter, payslip, bank statement, etc. must be maintained by the Second Party and submitted to the First Party as and when required up to a period of 3 months from joining on the job. For trainees interested in self-employment or setting up their own enterprises, the Second Party shall be responsible for tracking the progress of such enterprises for a period of 3 months from establishment of enterprise.

6.8.4 The Second Party shall share contact details and updated record of successful trainees with the relevant District Skill Development Managers/Deputy Managers for sample checking. The Second Party shall assist the First Party as and when required in answering queries for Vidhan Sabha, Right to Information, etc.

III KEY TERMS OF THE AGREEMENT

7. Process Guidelines: The Second Party shall follow the process guidelines as notified by the First Party from time to time for conduct of any activity outlined herein.

8. Districts, Sectors and Trades (Qualification Packs) for Skill Training: The Second Party shall be allotted the districts, sectors and trades through separate Work Order/subsequent to this agreement for imparting skill development training under Saksham Jharkhand Kaushal Vikas Yojana.

9. Government Infrastructure: Based on the availability, the First Party may offer government owned infrastructure including but not limited to Panchayat Bhavans, ITIs, and polytechnics to the Second Party for imparting skill training under the scheme. For this a cost of 15% of the training fee in the Municipal Corporation area and 5% of the training fee in case of Non – Municipal Corporation area or as decided by the Government of Jharkhand from time to time, shall be deducted from the training fee.

10. Targets for Skill Training: Under SJKVY, the Second Party shall ensure attainment of targets in terms of successfully certified trainees as specified in their Work Order/s, provided that, under circumstances deemed extenuating by the First Party, targets in Work Order may be amended or redistributed along with requisite changes in other terms or conditions by the First Party.

11. Training Fees: Under the project, the Second Party agrees to the following terms of payment for funds disbursed by the First Party:

11.1 At any cost The Second Party shall not collect any amount from the candidates in the form of application fee, registration fee, exam fee, course fee, kit fee, material fee etc., during the period of training.

11.2 The Second Party shall not charge/accept any fees from trainees under any pretext for skill trainings imparted under Saksham Jharkhand Kaushal Vikas Yojana (SJKVY), except for re-assessment fee, if applicable.

11.3 Training fees for approved skill development trainings shall be paid by the First Party to the Second Party in line with the prevailing Common Norms notified on the 15th of July, 2015 or notified from time to time.

11.4 The training fee shall be inclusive of all cost components such as: Mobilization of candidates, Training, Post-placement tracking/monitoring, Curriculum, Placement expenses, Trainers' training, Equipment, Amortization of Infrastructure Costs/Utilities, Teaching Aids, Raw material, Salary of trainers.

11.5 One-time assessment fee shall be paid by the First Party to the Second Party, over and above the Training Fees as reimbursement of actual fee paid by the Second Party to the concerned Sector Skill Council. Costs pertaining to re-assessment(s), if any, shall be borne by the Second Party or the trainee in mutual agreement.

11.6 The funds shall be released to the Second Party by the First Party as per the guidance provided under the Common Norms, and will be subject to change with any subsequent modifications in the Common Norms and as per the discretion of the First Party.

11.7 The outcome envisaged under the project, guided by the Common Norms, is employment (wage-employment or self-employment) of at least 70% of successfully certified trainees within three months of completion of training, wherein:

- i. Wage employment shall imply placement in organised/unorganised sector for a monthly remuneration not below the minimum wages of skilled workers of the state in which the trainee is placed, or, minimum wages of skilled workers of Jharkhand, whichever is more;
- ii. Self-employment shall imply a self-certification by the trainee and a credit linkage of minimum Rs. 10,000 for each successful trainee, facilitated by the Second Party, for setting up an enterprise;

11.8 The outcome-linked instalment would be released to the Second Party subject to the following:

- i. The Second Party shall be eligible for 100% payment for outcome achievement as specified in clause 11.g;
- ii. The Second Party shall be paid on *prorata* basis on achievement of 50-69% placement of those who have been certified
- iii. If the candidate drops out in the middle of the training period the following procedures will be adopted for disbursement of the course fees.

12. Fund Disbursal Process

12.1 Payments shall be released by the First Party within 30 days of submission of invoice and all relevant documents, unless a discrepancy is detected or payment claim is contested.

12.2 The First Party reserves the right to suspend/stop disbursement of funds or recover previous disbursed funds in case of:

- i. Breach by the Second Party in complying with the terms and conditions of this Agreement including non-utilization of funds for the purpose for which the same were granted and/or diverting funds towards any purpose other than the project requirement as specified herein;
- ii. Extraordinary circumstances which in the opinion of the First Party are likely to preclude or seriously jeopardize the implementation, operation, or purpose of the project.

12.3 In the event of breach as under clause 12.2, the First Party may issue a written notice of suspension for the Second Party to remedy the breach within thirty (30) days of receipt of such notice.

12.4 In the event of failure of the Second Party to remedy/rectify the notified breach to the satisfaction of the First Party within thirty (30) days of receipt of the notice of suspension, the First Party may demand the immediate repayment of disbursed amount to the extent of failure in complying with the terms and conditions of this Agreement, including repayment of such amounts as the Second Party is unable to prove to have been used for skill training sanctioned under this Agreement as per the terms and conditions herein. In such event, the Second Party shall refund the training cost received from the First Party, along with interest rate @ 12% per annum, proportionate to the extent of proper training not being imparted.

13 Performance Security Deposit: The Second Party is to deposit a performance security in the form of a Bank Guarantee valid up to 36 months from the date of agreement signing with additional claim period of 6 months and equivalent to 5% of the annual

Work Order/s value to be issued subsequently to the Second Party after signing of this agreement. Validity of the Performance Security Deposit should be extendable if requested by the First Party. Stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee". Bank Guarantee issued by any Nationalized Bank in India having its office at Ranchi will be accepted after due verification. The Bank Guarantee shall be submitted by the Second Party at the time of issuance of Work Order/s.

IV SPECIFIC DELIVERABLES AND TIMELINES

14 Batch Initiation: The Second Party shall initiate the first training batch under SJKVY yojana, after due approval(s) by the First Party, within 30 days of signing this Agreement, unless extension of time is granted by the First Party in writing, upon a written request from the Second Party. Failure to initiate the first training batch under JSKVY, after due approval(s) by the First Party, within 30 days of signing this Agreement may result in termination of Agreement.

15 Training, Assessment and Placement: The Second Party should facilitate wage employment for at least 70% of the training batch unless the batch is oriented towards self-employment in which case prior approval must be sought from the First Party.

16 Specific Beneficiary Targets: The Second Party must adhere to the district reservation policy applicable in the allotted districts. A district level roster must be maintained in each district and the same will be available at the office of DC, District Establishment Officer and District Welfare Officer.

17 Trainees Attendance: Trainees must remain present for 75% of the days for every batch. Attendance of the trainer shall also be recorded through First Party approved Biometric Thumb Impression Machine (Aadhar enabled).

18 Assessment of Trainees: The assessment process must be initiated / facilitated such that assessment is carried out within 7 days of completion of training.

19 OBLIGATIONS OF THE TWO PARTIES

20 Responsibility of the First Party: The First Party shall be project sanctioning, supervising and monitoring agency, and shall:

- i. Discharge its responsibilities through facilitation, timely support and timely review of the progress of the project;
- ii. Ensure timely fund release for the project to the Second Party;
- iii. Review and accord sanction for the training plan(s) and calendar submitted by the Second Party;
- iv. Conduct regular monitoring of project performance and outputs;

- v. Conduct regular review of quality performance through field visits, quality assurance checks and inspections;
- vi. Exercise stewardship role through issue of project guidelines and standard procedures, amendable as required from time to time.

21 Responsibility of the Second Party: The Second Party agrees to implement the program as per the terms and conditions described herein, and shall:

- i. Be fully and directly responsible for achieving the physical targets in full compliance with any guidelines, circulars or orders issued by the First Party from time to time;
- ii. Carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices;
- iii. Employ appropriate technology including safe and effective equipment, machinery, material and methods;
- iv. Promptly inform the First Party of any event that may have legal or other implications, including affecting the achievement of objectives specified herein, in writing within 7 days of such event;
- v. Furnish to the First Party all pertinent information and reports as required from time to time;
- vi. Submit to the First Party monthly (overall) as well as batch-wise physical and financial progress reports along with regular updation of data in the HUNAR portal;
- vii. Allow and facilitate the First Party or its representatives to inspect, at any time, the site(s) of programme implementation;
- viii. Allow and facilitate the First Party or its representatives to inspect, at any time, any and all books and records pertinent to the grant of funds and its utilization including financial statements, audit/accountant's reports;
- ix. Maintain records in accordance with appropriate and accepted accounting practices reflecting its operation and utilization of grant;
- x. Maintain separate book of accounts for activities undertaken under the project for the purpose of auditing;
- xi. Open and maintain a separate dedicated bank account for implementing the project;
- xii. Ensure that the personnel engaged by it in the performance of its obligations under this agreement are at all times properly trained for their respective functions.
- xiii. Keep a permanent record of beneficiaries trained under the project including their names, parents' names, address, contact number, training course, copy of

assessment certificate, copy of SC/ST/OBC certificate, photograph, placement details, etc.

xiv. Ensure that there is no conflict of interest in execution of work under this project and ensure that any such situation, should it arise, is immediately reported to the First Party.

xv. Be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in this or any other agreement, and no default shall excuse the Second Party from its obligations or liability hereunder.

IV GENERAL

22 Taxes and Duties: The Second Party shall be responsible for meeting all tax liabilities arising from this Agreement. Taxes, if applicable, shall be deducted at source from payment made to the Second Party as per the law in force at the time of execution of this Agreement.

23 Fraud and Corruption

23.1 Both Parties shall observe the highest standard of ethics during the execution of the Agreement. For the purpose of this provision, the terms are defined as below:

i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in execution of services;

ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of services;

iii. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence processes during selection process or execution of services.

iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among organisations with the objective of restricting or manipulating a full and fair competition in the selection process or the execution of services.

23.2 Measures that may be taken by the First Party:

i. The First Party may terminate the Agreement if it determines at any time that representatives of the Second Party were engaged in corrupt, fraudulent, coercive or restrictive practices during the selection process or during the execution of Agreement for services, without the Second Party having taken timely and appropriate action satisfactory to the First Party to remedy the situation;

ii. The First Party may also sanction an order against the Second Party, including declaring the Second Party ineligible, either indefinitely or for a stated period of time, if it at any time it is determined that the Second Party has, directly or through an agent,

engaged in corrupt, fraudulent, restrictive or coercive practices in competing for, or in executing, a contract or agreement or programme financed by the First Party.

24 Commencement, Completion and Modification of Agreement

24.1 This Agreement shall come into force and effect on the date of signing of this Agreement.

24.2 Unless terminated earlier in compliance with Clause this Agreement shall expire on the 36 months from the date of signing of the contract.

24.3 The First Party can modify terms and conditions of this Agreement subject to mutual agreement between the Parties to account for change in Government stance. Any modification or variation of the terms and conditions of this Agreement not covered under the above, including any modification of the scope of services or specific deliverables/timelines, may only be made by written agreement between the Parties.

25 Termination of Agreement

25.1 **Termination by the First Party:** The First Party may terminate this Agreement, by giving not less than thirty (30) days' written notice of termination to the Second Party, after occurrence of any of the events specified in the sub-clauses (i) through (vii) below:

i. If the Second Party fails to remedy any breach hereof or 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 First Party may have subsequently granted in writing;

ii. If the Second Party becomes insolvent or bankrupt;

iii. If the Second Party fails to comply with any final decision reached as a result of arbitration proceedings;

iv. If the Second Party fails to comply with the decisions of the First Party;

v. If the Second Party submits to the First Party a statement which has a material effect on the rights, obligations or interests of the First Party and which the Second Party knows to be false;

vi. If any document, information, data or statement submitted by the Second Party in its proposals, based on which the Second Party was considered for executing this project, is found to be false, incorrect or misleading; or

vii. If there is any breach of terms & conditions of this Agreement or any guidelines issued by the First Party.

25.2 **Termination by the Second Party:** The Second Party may terminate this Agreement, by giving not less than thirty (30) days' written notice to the First Party, after occurrence of any of the events specified in the sub-clauses (i) through (iv) below:

- i. If the First Party 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 Second Party may have subsequently agreed to in writing) following the receipt by the First Party of the Second Party's notice specifying such breach;
- ii. If the Second Party becomes insolvent or bankrupt;
- iii. If, as the result of Force Majeure, the Second Party is unable to perform a material portion of its services for a period of not less than sixty (60) days; or
- iv. If the First Party fails to comply with any final decision reached as a result of arbitration.

25.3 **Payment upon Termination:** Upon termination of this Agreement, the First Party shall make payments to the Second Party of all such remuneration as for Services satisfactorily performed prior to the effective date of termination. In all other cases where the Second Party has failed to deliver or comply with guidelines, advance would be recovered and no further payment would be made. The Performance Security Deposit shall also be forfeited in all such cases.

25.4 **No Objection:** On termination of this Agreement, the First Party shall have the right and the Second Party should not have any objection to the First Party appointing a Third Party to complete the services to be performed under the Scope of this Agreement and further the Second Party shall reimburse all the amount(s) [paid by the First Party] and not utilised by it as part of its services laid down herein.

25.5 **Black Listing:** Where the Agreement is terminated by the First Party due to the defaults of the Second Party, the First Party reserves the right to put the Second Party under Black List depending on the severity of the event of default by the Second Party except in the cases otherwise provided herein.

26 **Force Majeure:** For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies. Neither party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this agreement resulting directly or indirectly from Force Majeure events. In such case either party shall notify the other party of the occurrence of such cause. Should, as a consequence, the performance under this Agreement be prevented for a period longer than six months, then the other party shall have the right to terminate this agreement.

27 Disclaimer

27.1 The Second Party acknowledges that prior to the execution of this agreement, it has, after a complete and careful examination, made an independent evaluation of

the scope of services under the project, applicable specifications and standards, local conditions, conditions on ground, and all such information and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in performance of its obligations hereunder, and confirms that it shall have no claim whatsoever against the First Party in this regard.

27.2 The Second Party acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in the agreement and hereby acknowledges and agrees that the First Party shall not be liable for the same in any manner whatsoever to the Second Party.

27.3 Except as otherwise provided in this agreement, all risks relating to the project shall be borne by the Second Party. The First Party shall not be liable in any manner for such risks or the consequences thereof.

28 Indemnity: Notwithstanding anything to the contrary contained in this Agreement and without prejudice to other rights that the Parties may have under this Agreement and in law, each Party (the “indemnifying Party”) hereby irrevocably indemnifies, defends, saves and holds harmless and irrevocably agrees and undertakes to keep indemnifying, defending, saving and keeping harmless at all times the other Party (“indemnified Party”), and its respective directors and employees including offices and managers on demand, to the fullest extent permitted by applicable law from and against any and all losses, damages, penalties, costs, charges, reasonable expense, suits, or legal/quasi legal proceedings of whatever nature, including, without limitation, any legal or other fees and expenses in connection with investigating, disputing, preparing or defending any claim which may be suffered or incurred by the indemnified Party resulting from or arising out of a breach of any covenant or agreement made or failure to perform (whatever in whole or in part) any obligation required to be performed by the Indemnifying Party (or any person or representative designated by the Indemnifying Party) under this Agreement.

29 Dispute Resolution:

29.1 Any differences or disputes that arise between the Parties shall in the first instance be resolved mutually by the Parties.

29.2 In the event of breach by the Second Party of any clause under this Agreement or RFP or project guidelines, the decision taken by the First Party in this regard shall be conclusive, final and binding on the Second Party.

29.3 Any dispute arising out of this Agreement, which cannot be amicably settled, shall be referred to Mission Director, JSDMS or his nominee and the decision of Mission Director, JSDMS or his nominee shall be final and binding on the Parties.

29.4 This Agreement shall be governed by the Indian laws and subject to the jurisdiction of the Courts of Ranchi, India.

29.5 Any notice required to be given under this Agreement shall be served on the party at their respective addresses given below by hand delivery, email or by registered post.

30 **Removal of Difficulties:** Any matter not covered specifically in this agreement may be settled by mutual discussions and addendum to the Agreement in writing thereupon.

IN WITNESS THEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE, MONTH AND YEAR MENTIONED HEREINBEFORE.

PARTIES

1 For and on behalf of the First Party

2 For and on behalf of the Second Party

Signature

Signature

Name:

Name:

Designation: Mission Director

Designation:

Date :

Date :

Place: Doranda, Ranchi

Place:

Witness (Signature, name, address, contact):

Witness (Signature, name, address, contact):

1
.....
.....
.....

1
.....
.....
.....

2
.....
.....
.....

2
.....
.....
.....

APPENDIX – XV

Format –Pre-Bid Queries

Name of the Prospective Bidder / Agency:				
Contact Person:				
Designation:				
Address:				
Telephone No.:				
Email:				
S. No	Reference Page No. in the RFP	Clause No.	Observation / Clarification sought	Suggestion by the Prospective Bidder / Agency
1				
2				
3				
4				
5				
6				
7				
8				
9				
Note:				

Pre-Bid queries from Prospective Bidders will be accepted in this format only

Visit SKILL REPORTER for more skill development RFP/ EOJ/ Tenders

Visit [SKILL REPORTER](#) for more skill development RFP/ EOJ/ Tenders