

# **Request for Proposals (RFP)**

**for**

**Selection of Third Party Assessment Agency (TPAA)**

**for evaluation of**

**Counselling, Retraining & Redeployment (CRR) Scheme**

**for separated employees of**

**Central Public Sector Enterprises (CPSEs)**



**Department of Public Enterprises  
Ministry of Heavy Industries & Public Enterprises  
Government of India**

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## Section 1: Proposal

Project Name	Evaluation of Counselling, Retraining & Redeployment Scheme for Separated Employees of Central Public Sector Enterprises (CPSEs)
Method of Selection	Lowest financial bid (L1) of the technically qualified bidders.
Last date of submission of Technical and Financial Proposals	28 <sup>th</sup> February, 2018 (5:30 PM) Any proposal delivered after the deadline will not be considered and returned unopened.
Tentative date of Commencement of services	15 <sup>th</sup> March, 2018
Validity of Proposal	Technical and Financial Proposals to be valid upto 30 June, 2018
Technical Evaluation Criteria	Refer to Section- 3
Contact Person for any clarifications	Director (General Management), Department of Public Enterprises, 4 <sup>th</sup> Floor, Block No.- 14, CGO Complex, Lodhi Road, New Delhi – 110 003 Tele (011) 24360736 Fax: (011) Email: <a href="mailto:jn.prasad@nic.in">jn.prasad@nic.in</a>
Copies of Proposal	Bidders must submit original and one copy each of the Technical and Financial Proposal. A soft copy of the Technical Proposal only must be submitted in a pen drive also in MS Word Format. (Refer Section-4 for Technical Proposal format and Section-5 for Financial Proposal format). Proposals non-compliant with aforesaid shall be disqualified.
Proposal Submission Address	Director (General Management), Department of Public Enterprises, 4 <sup>th</sup> Floor, Block No. 14, CGO Complex, Lodhi Road, New Delhi – 110 003
Consortium, as submitted in the RFP	The Memorandum of Understanding for the consortium must be included as part of the Technical Proposal submission

## **Section-2 : Instructions to Bidders**

### **2.1 General**

2.1.1 Purpose of the project is to evaluate the efficacy of the CRR scheme 2016-17 and 2017-18 including performance of the Training Partners (TPs) empanelled for providing the training under the CRR Scheme during 2016-17 and 2017-18 by National Skill Development Corporation (NSDC) .

2.1.2 No bidder shall submit more than one bid for this project.

### **2.2 Cost of Proposal**

The Bidder shall bear all costs associated with the preparation and submission of the Proposal. Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the project.

### **2.3 Proposal Documents**

#### **2.3.1 Contents of Proposal documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Proposal documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Proposal.

#### **2.3.2 Amendments to the Proposal Documents**

At any time prior to the deadline for submission of Proposals, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Proposal Documents by amendment, which shall be uploaded on the Department's website.

In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the Department may, at its discretion, extend the deadline for the submission of Proposals.

### **2.4 Preparation of Proposals**

#### **2.4.1 Language of the Proposal**

The Proposals prepared by the bidder and all correspondence and documents relating to the Proposal exchanged by the bidder and the Department shall be written in the English language.

#### 2.4.2 Documents comprising the proposal

The Proposal shall comprise the following components:

- a. Technical Proposal, as detailed in Section-4
- b. Financial Proposal, as detailed in Section-5

#### 2.4.3 Technical Proposal

The bidder shall structure the Technical Proposal in the manner prescribed in Section 4.

The Technical Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules/ Financial Proposal. Each page of the Technical bid should be signed by the authorized representative of the bidder. Information which the bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

#### 2.4.4 Financial Proposal

The bidder shall indicate on the format given in Section-5, the price of services it proposes to provide under the contract.

The bidder shall prepare the bid based on details provided in the Proposal Documents. However, it must be clearly understood that the specifications and requirements are intended to give the bidders an idea about the order and magnitude of the work and are not in any way exhaustive and guaranteed by Department.

Prices quoted must be in INR (Indian Rupees). The prices must be firm and final and shall not be subject to any upward modifications, on any account whatsoever.

The Financial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should exclude all taxes, duties, fees, Insurance, levies, works contract/service tax and other charges as may be applicable in relation to the activities proposed to be carried out.

The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.

#### 2.4.5 Period of validity of Proposals

Proposals shall remain valid upto 30<sup>th</sup> June, 2018. A Proposal valid for a shorter period may be rejected by the Department.

In exceptional circumstances, the Department may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its Proposal.

#### 2.4.6 Format and signing of Proposals

The bidder shall prepare two copies of each of the Proposal, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern. In addition, the bidder shall prepare and provide Technical Proposal in MS Word format in a Pen drive also.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.

#### 2.4.7 Payment

Department shall effect payments to the Consultant after acceptance by Department of the invoices submitted by the Consultant, upon achievement of the corresponding milestones, as per the payment schedule mentioned at Section -7

### **2.5 Submission of Proposals**

#### 2.5.1 Sealing and marking of Proposals

(a) The bidder shall seal the Proposals in one outer and two inner envelopes, as detailed below. The outer envelope shall be addressed to -

Director(General Management)  
Department of Public Enterprises  
Room No. 410, Block No. 14,  
Lodhi Road, New Delhi-110003

and, marked with – "RFP: for Selection of Third Party Assessment Agency for Evaluation of Counselling, Retraining & Redeployment Scheme for Separated Employees of Central Public Sector Enterprises (CPSEs)

(b) Both inner envelopes (one each for Technical and Financial Proposal respectively) should be sealed and shall superscribe "Technical Proposal" or "Financial Proposal" as the case may be and the name and address of the bidder.

(c) The envelope for Technical Proposal should contain the original and copy as well as the soft copy in a Pen drive.

(d) The envelope containing the Financial Proposal should bear a warning as "DO NOT OPEN WITH THE TECHNICAL PROPOSAL".

**Note:** If the inner envelopes are not sealed and marked as per the instructions in this clause, the Department will not assume any responsibility for the Proposal's misplacement or premature opening.

#### 2.5.2 Deadline for submission of Proposals

Proposals must be received by the Department at the address specified in Section-1.

The Department may, at its own discretion extend this deadline for the submission of Proposals by amending the RFP documents in accordance with clause amendments of Proposal Documents, in which case all rights and obligations of the Department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 2.5.3 Late Proposals

Any Proposal received by the Department after the deadline for submission of proposals, will be summarily rejected.

#### 2.5.4 Modification and withdrawal of Proposals

The bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the Department prior to the deadline prescribed for submission of Proposals.

The Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Bidder on the Proposal Submission Form.

### **2.6 Opening and Evaluation of Proposals**

#### 2.6.1 Opening of Proposals

The proposals shall be opened by a Committee formed by Department, to be called the 'Evaluation Committee'.

#### 2.6.2 Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, the Evaluation Committee may at its discretion, ask the Bidder for clarification of its Proposal, if any. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### 2.6.3 Preliminary examination of Technical Proposal

The Evaluation Committee will examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order.

### 2.6.4 Presentation by the bidder:

The presentation should clearly bring out the Consultant's understanding of the requirements of the services, capability and approach for carrying out the tasks set forth through the nominated experts.

The presentation shall ensure the following:

- (i) work plan in graphical format indicating the major activities, interface requirements and deliverables such as reports required under TOR (Section-6).
- (ii) flow chart may be included to clearly indicate the involvement of the various agencies including those of consultants/sub-consultant/ Associates/client etc. This may be linked to work plan and staffing schedule.
- (iii) The work plan, flow chart, staffing schedule, approach and methodology must provide a logical description of how the consultant will carry out the services to meet all the requirements of TOR.
- (iv) Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the Consultant. In this regard, unless the Consultant clearly states otherwise, it will be assumed that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.

### 2.6.5 Evaluation and comparison of Technical proposals

The technical evaluation shall be done by the Evaluation Committee on the basis of the criteria specified in Section-3.

Only the Bidders who have secured 75% and above in the technical evaluation shall be considered as technically qualified and processed further.

**Note:** The score weights and points obtainable in the evaluation sheet are tentative and can be changed depending on the need or major attributes of technical proposal.

### 2.6.6 Department right to vary requirements at the time of award

The Department reserves the right at the time of award of contract to vary the quantity of services and goods specified in the Proposal with suitable change in price or other terms and conditions.



### 2.6.7 Opening of Financial Proposal

The Evaluation Committee will open the Financial Proposals of only Technically Qualified Bidders, in the presence of the representatives of the Bidders who choose to attend, at the time, date & place, as decided by the Department which shall be informed to Bidders in advance.

### 2.6.8 Preliminary examination of Financial Proposal

Each Financial Proposal will be inspected by the Evaluation Committee to confirm that it has remained sealed and un-opened. It shall then be examined by the Evaluation Committee for completeness and accuracy. If there are minor arithmetical errors, the bid amount will be adjusted. If there is a discrepancy between words and figures, the amount in words will prevail.

### 2.6.7 Evaluation and comparison of Financial Proposals

The representative from Department will read out aloud the name of the Bidder and the total price shown in the Bidder's Financial Proposal. This information will be recorded in writing by the Department's representative.

Selection Criteria to be adopted, will be on the basis of L1 (Lowest Financial Bid).

In case of a tie in the bid value, the bidder with the higher Technical Score will be invited for negotiations and selection first.

### 2.6.8 Notification of Award

Prior to the expiration of the period of Bid Validity, Department will notify the successful Bidder in writing by registered letter or by fax and email, to be confirmed in writing subsequently by registered letter, that it's bid has been finally qualified. The notification of award shall constitute the formation of the Contract.

### 2.6.9 Signing of Contract

At the same time as Department notifies the successful bidder that it's bid has been qualified and Department will send the Bidder the Contract Form. Within 7 days of receipt of the contract form, the successful Bidder shall sign and date the contract and return it to Department. The copy of the contract is enclosed at **Annexure-2**.

### 2.7.0 Performance Security

Within 7 days of the receipt of notification of award from Department, the successful Bidder shall furnish a Performance Guarantee (10% of the bid amount) in accordance with the conditions of this document. This performance guarantee will have to be paid in the form of Demand Draft/Banker's Cheque payable to DDO, DPE.

Failure of the successful bidder to comply with the requirement of the above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, and in such an event Department may award the Contract to the next best evaluated Bidder or call for new Bids.

### 2.7.1 General Rejection Criteria

The following bids would be summarily rejected:

1. Bids submitted without or improper Bid Security or Financial Bid/Proposal.
2. Bids received through Fax/E-Mail.
3. Bids which do not conform to validity of the Bid as prescribed.
4. If the information provided by the Bidder is found to be incorrect/misleading at any stage / time during the Bid evaluation process.
5. Bids not submitted in Two cover systems in sealed state (in two separate envelopes as prescribed)
6. Bid received by Department after the last date for receipt of Bids prescribed by Department, pursuant to Section-1.
7. Bids without power of authorization or any other document consisting of adequate proof of the Signatory's Authority.
8. Bids of bidders who are black listed by the Central Government.

### Section 3: Evaluation Criteria

Technical Proposal Evaluation Criteria:

Particulars	Marks
<p><b>a) Key Personnel</b></p> <p>General qualifications, appropriate experience and track record, experience in the region/ state, back-up support, availability and certainty of obtaining named individuals etc. Special emphasis on CVs of core team and management structure of team.</p> <p>(Marks allotted would be on the basis of quality of key personnel).</p>	40
<p><b>b) Bidder / Firm experience</b></p> <p>Experience (during last 5 years) of the firm as Third Party Assessment Agency(TPAA) for evaluation of Social Safety Net Scheme(s) or any other similar schemes/social sector schemes run by Central Govt./State Govt./Autonomous Bodies/Public Sector:</p>	35
<p><b>c) Methodology and Work Plan</b></p> <p>Proposed methodology and work plan as indicated in the Presentation* &amp; Technical Proposal</p>	25
<b>Total Marks</b>	<b>100</b>

\* All the bidders who submit their proposals would be invited for a detailed presentation. The Team leader indicated in the proposed team is expected to make the presentation. The purpose of proposal presentation is to enable the Department to seek clarifications and gain a better understanding about the team and the approach to the assignment.

## Section 4: Technical Proposal

The Technical Proposal should contain the following documents:

### 4.1 Cover Letter

In the cover letter, the bidder should confirm the following:

- confirm that all personnel listed in the technical proposal will be available to provide the required services for the duration of the contract as set-out in the technical proposal.
- confirm that the technical and financial proposals are valid period as prescribed in the Proposal.
- confirm that the bidder has not indulged in any corrupt or fraudulent practices in preparing this proposal.
- confirm that the person signing the cover letter and the proposal has been duly authorized to do so.
- cover letter to contain the name, address, telephone and fax no., and email id of the authorized person with whom Department to communicate.
- confirm that the bidder will bear all costs incurred in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.
- confirm that the terms and conditions laid out in the RFP document are acceptable.
- Confirm that, if the financial Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

### 4.2 Bidder/ Firm's profile, in general

### 4.3 Key Personnel

The team engaged for the assignment should have an appropriate mix of experience and expertise in India with respect to evaluation of any social safety scheme or any other similar schemes/social sector schemes providing the skill trainings. The key professional staff are expected to be from technical background and also having the knowledge of CPSEs working. The team shall comprise a Team Leader and one Team Member. The bidder may propose additional members in their team required, if any. The minimum required qualifications and experience of key personnel is given in the table below:

S. No.	Key Position	Minimum Qualification and Experience	
1.	Team Leader	Post Graduate	Team leader shall have minimum 10 years' experience in evaluating social safety net scheme or any other similar schemes / social sector schemes including skill training.
2.	Team Member	Post Graduate	Team member shall have minimum 05 years professional experience in evaluating social safety net schemes or any other similar schemes/social sector schemes including skill training.

**Note:** The CV of key personnel should include name, nationality, profession/designation, proposed position in the team, whether employee of the firm, number of years with the firm, qualifications, date of birth, experience in the relevant fields. Any key personnel who is not a full time employee of the firm to give an undertaking that he/she is available to undertake the tasks allocated to him/her in the technical proposal. The CVs should be signed by the key personnel confirming that the information given in the CV is correct.

#### 4.4 Experience of the Bidder/Firm

The bidder should give the details of the projects/assignments undertaken during the last 5 years only, in detail (including name of assignment, name/address of employer, date of award of assignment, date of completion of assignment, nature of the assignment, value of the assignment, scope/geographical coverage of the assignment and role of the bidder/firm viz. prime consultant, sub-consultant, consortium member etc.)

#### 4.5 Proposed methodology and work plan.

4.6 Matters not appropriate in any other appendix, e.g. Joint Ventures, Disclosures, conflict of Interest etc. may also be mentioned in this Section.

## **Section- 5 – Financial Proposal**

### **5.1 Bid Security**

5.1.1 Bid Security of Rs 1 lakh by way of Demand Draft/Banker's cheque payable in the name of DDO, DPE shall be furnished by the bidder at the time of responding to the Proposal. Bid Security must be valid up to 120 days after the last date of submission of proposal and the same will be returned to the un-successful bidders after completion of selection process. Bid Security should be part of Technical Proposal.

5.1.2 The bid security of the successful bidder will be discharged upon the bidder executing the contract and furnishing the performance guarantee security.

### **5.2 Format for submission of the Financial Proposal**

To

Director / General Management,  
Department of Public Enterprises,  
Ministry of Heavy Industries & Public Enterprises,  
Block No. 14, CGO Complex,  
Lodhi Road, New Delhi.

Dear Sir,

We, the undersigned, offer to provide the services to undertake an evaluation of CRR Scheme in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is exclusive of the local indirect taxes, service tax and duties.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Section-1.

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

We acknowledge the right of the Department to reject our Bid 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.

We offer a Bid Security of Rs. 1 lakh (Rupees One Lakh only) to the Department in accordance with the Proposal Document.

The Bid Security in the form of \* is attached.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder:

Address:

**NOTE** - The Bidder should quote the total lump sum price for providing the services included in the TOR exclusive of local indirect taxes, service tax and duties.

## Section-6

### Terms of Reference(TOR)

#### 1. Background

1.1 Counselling, Retraining & Redeployment (CRR) Scheme is being implemented by DPE as a social safety net to provide opportunities of self / wage employment to the employees (or dependents) of Central Public Sector Enterprises (CPSEs) separated under Voluntary Retirement Scheme (VRS) / Voluntary Separation Scheme (VSS) or retrenched due to closure / restructuring of the enterprise. The basic aim of the Scheme is to provide VRS/VSS Optees/their dependents short duration skill training programmes of their choice and enable them to adjust to their new environment. Since the year 2001-02 to 2016-17, around 1.90 lakh VRS/VSS optees/dependents have been imparted training and around 88000 redeployed.

1.2 With a view to broaden the network of Training Providers and also to follow standardized methodology of training, design and delivery, CRR Scheme is being implemented in collaboration with National Skill Development Corporation (NSDC) functional under Ministry of Skill Development & Entrepreneurship (MSDE) from the year 2016-17 onwards. NSDC being a facilitator has to ensure that all training programmes identified are as per Qualification Pack (QP) / National Occupational Standard(NOS), standards set forth by the Sector Skills Council(SSC) resulting in certification as per certification standards. It will help in augmenting redeploy ability under the CRR Scheme. Implementation of CRR Scheme is in line with other skill training programmes of the Government of India as per “Common Norms“ notified by MSDE. While implementing the CRR Scheme, CRR Scheme guideline is also followed by NSDC / Training Partners. The CRR Scheme guideline can be accessed on CRR Portal ([www.crr.gov.in](http://www.crr.gov.in)).

#### 2. Implementation of CRR scheme during 2016-17 and 2017-18.

2.1 NSDC has submitted Completion Report for the year 2016-17. As per report, out of trained 1576 candidates, 887 (56%) have been redeployed. Against 887 redeployed beneficiaries, 456 (51%) are in self-employment while 431 (49%) in wage employment. Training was imparted at 24 locations in 6 States by engaging 6 Training Partners/Agencies as per **Annexure-1**. As mentioned in the report, after successful completion of training, all the candidates for different job roles/trades were assessed by independent assessors under respective Sector Skill Councils (SSC). After assessment by SSC, successful candidates were eligible to get certificate issued by SSC with endorsement by MSDE and NSDC.



2.2 CRR Scheme is being implemented during 2017-18 also and action plan has been finalised by NSDC through empanelled Training Partners for training of 2000 persons. Evaluation by TPAA will also provide opportunity to do midcourse correction of loopholes/shortcomings noticed during on-going training programmes under the CRR scheme in current financial year i.e. 2017-18.

### **3. Assignment and Scope of Works.**

3.1 The Third Party Assessment Agency (TPAA) would evaluate the performance of the CRR Scheme during 2016-17 and 2017-18. All the Training Partners will have to be covered. Locations of training to be covered are indicated in the last column in **Annexure-1**. As indicated, all locations shall be covered.

3.2 The methodology proposed to be adopted by the TPAA to evaluate the performance of Training Partners needs to be clearly specified. The methodology adopted shall include the process of collection of data, scrutiny of reports/documents of the Training Partners, visits to earmarked locations, assessment of competence of the faculty members/officials, interface with the beneficiaries of the scheme (i.e. the trainees) and other concerned agencies/individuals. TPAA is also required to evaluate various parameters by devising matrix.

3.3 TPAA's evaluation would be based on the role, functions, responsibilities and mandate of the Training Partner as outlined in the CRR Scheme. TPAA will also study the efficacy and impact of CRR Scheme as a Social Safety Measure with specific reference to re-deploy ability of separated employees of CPSEs (VRS/VSS Optees) and dependents in particular. TPAA will also endeavour the role of micro credit/bank finance under CRR and efforts made in this direction by individual nodal agencies.

3.4 TPAA will prepare a draft report on the study carried out for evaluation of the CRR Scheme and submit it to DPE. After deliberation on draft report, the TPAA will prepare and submit a final report.

### **4. Time Schedule for completion of Tasks.**

4.1 The total duration of this assignment is around three months. The performance evaluation of all Training Partners shall be completed by end of May, 2018 positively. The Draft report shall be submitted by mid of June, 2018 and final report shall be submitted by end of June, 2018.

## **5. Deliverable and Payment**

5.1 TPAA shall submit two copies of Draft report and five copies of the final report to DPE.

5.2 The payment will be made as per payment schedule as indicated at Section-7.

## **6. Support /Inputs to be provided by DPE.**

6.1 DPE will provide authorization letter to the TPAA for undertaking evaluation of the CRR Scheme in consultation with NSDC. TPAA will coordinate with NSDC who will extend all possible support to facilitate meaningful and evocative third party evaluation. For details of training conducted during 2016-17 along with details planned during 2017-18, TPAA will coordinate with NSDC.

6.2 DPE reserves the right of overall inspection/supervision over the TPAA oversight/supervision over the TPAA engaged for evaluation of nodal agencies under CRR Scheme, notwithstanding the specific tasks/responsibilities assigned to the TPAA as above.

## **7. DPE's Team to monitor TPAA's Works.**

The TPAA will report to Director(GM)-DPE looking after CRR scheme and all communication in this respect shall be made in writing directly to Director(GM)-DPE.

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### Section- 7: Payment Schedule

S. No.	Stage/Activity	Stages	% of total payment payable
1.	Award of Study	Initiation of study and furnishing of signed contract by Consultant with Performance Guarantee.	50%
2.	Submission of Draft Report	After completion of survey and information collection, submission of survey/draft report.	30%
3.	Final Report	Acceptance of the Final Report by the Competent Authority in the Department within 30 working days of receipt of final report.	20%

## **Section- 8: General Terms & Conditions**

### **8.1 General Provisions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- b. Contract means the Contract signed by the Parties;
- c. "Effective Date" means the date on which this Contract comes into force and effect pursuant to clause 8.7;
- d. "Government" means Government of India;
- e. 'Local currency' means the Indian Rupees;
- f. "Member", in case the Successful Bidder consists of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- g. "Party" means the Department or the Implementing Agency(consultant) as the case may be, and Parties means both of them;
- h. "Personnel" means persons hired by the Successful Bidder or by any Sub-Consultant as Employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause 4.3 (Section-4).
- i. "Services" means the work to be performed by the Successful Bidder pursuant to the contract. The approach and methodology to be adopted by the Successful Bidder for carrying out the assignment may be modified after mutual discussions with Department. The work plan as indicated by the Successful Bidder may also get modified accordingly.
- j. "Sub-consultant" means any entity to which the Successful Bidder subcontract part of the Services in accordance with the provisions of Clause 8.13.12 (a); and
- k. "Third Party" means any person or entity other than the Government/Department and the Successful Bidder
- l. "Department" means Department of Public Enterprises, New Delhi

### **8.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Department and the Successful Bidder. The Successful Bidder, subject to this Contract, should have complete charge of Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. The Consultant shall be considered as having the legal status of an independent Consultant vis-à-vis Department. The Consultant's personnel and sub-Consultants shall not be considered in any respect as being the employees or agents of Department or the Government.

### **8.3 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **8.4 Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile.

### **8.5 Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **8.6 Taxes and Duties**

The Successful Bidder, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law and the Department shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed. The Department shall not be liable for any tax levied on the remuneration and allowances of the Successful Bidder as per this contract.

### **8.7 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Department's notice to the Successful Bidder instructing the Successful Bidder to begin carrying out the Services.

### **8.8 Expiration of Contract**

Unless terminated earlier pursuant to Clause 8.12 this Contract shall expire when services have been completed and all payments have been made as per the payment schedule mentioned at Section-7.

### **8.9 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Work, may only be made by written agreement between the Parties to the contract or their duly authorized representatives with the mutual consent of both parties.

### **8.10 Force Majeure**

#### **8.10.1. Definition**

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

#### 8.10.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, "due care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### 8.10.3 Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### 8.10.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. This doesn't preclude the Department from extending the time period of the assignment in pursuant to clause 8.13.12(b).

#### 8.10.5 Consultation

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

#### 8.11 Suspension

The Department may, by written notice of suspension to the Successful Bidder, suspend all payments to the Successful Bidder hereunder if the Successful Bidder fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Successful Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Successful Bidder of such notice of suspension.

#### 8.12 Termination of the Contract

##### 8.12.1 By the Department

The Department may, by not less than seven (7) days' written notice of termination to the Successful Bidder, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause, terminate this Contract.

- a. if the Successful Bidder fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 8.11 hereinabove, within seven (7) days of receipt of such notice of suspension or within such further period as the Department may have subsequently approved in writing;
- b. if the Successful Bidder become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. if the Successful Bidder fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8.19.3 hereof;
- d. if the Successful Bidder submit to the department a statement which has a material effect on the rights, obligations or interests of the department and which the Successful Bidder know to be false;
- e. if, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f. if the Department, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- g. if the Successful Bidder, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the



selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

#### 8.12.2 By the Successful Bidder

The Successful Bidder may, by not less than seven (7) days' written notice to the Department, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause, terminate this Contract:

- a. if the department fails to pay any money due to the Successful Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 8.19 hereof within seven days (7) days after receiving written notice from the Successful Bidder that such payment is overdue;
- b. if the department is in material breach of its obligations pursuant to this Contract and has not remedied the same within seven (7) days (or such longer period as the Successful Bidder may have subsequently approved in writing) following the receipt by the department of the Successful Bidder's notice specifying such breach;
- c. if, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than seven (7) days; or
- d. if the Department fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8.19.3 hereof.

#### 8.12.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 8.12.1 or 8.12.2 hereof, the Successful Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Successful Bidder and equipment and materials furnished by the Department, the Successful Bidder shall proceed as provided, respectively, by Clauses 8.13.14 or 8.13.15 hereof.

#### 8.12.4 Payment upon Termination

In the event of such termination, the Successful Bidder shall be compensated for the actual amount of work performed to the satisfaction of the Department on pro rata basis after offsetting against these payments any amount that may be due from the Successful Bidder to the Department. All advances paid to the Successful Bidder shall be immediately refunded to the Department along with the borrowing rate of interest of Government of India (@ 12%) from the date of receipt of the said amount by the Successful Bidder to the date of refund thereof.

### 8.12.5 Disputes on Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (d) of Clause 8.12.1 or in Clause 8.12.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8.19 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **8.13 Obligation of the Successful Bidder**

### 8.13.1 Standard of Performance

The Successful Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. "The Successful Bidder shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Department, and shall at all times support and safeguard the Department's legitimate interests in any dealings with Sub-consultants or Third Parties. The Consultant shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### 8.13.2 Fraud and Corrupt Practices

8.13.2.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and during the subsistence of the contract. Notwithstanding anything to the contrary contained herein, or in the contract, the Department may reject a Bid, or terminate the Contract, 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 Bidding Process. In such an event, the Department shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Department under the Bidding Documents and/ or the Contract, or otherwise.

8.13.2.2 Without prejudice to the rights of the Department under Clause 8.13.2.1 hereinabove and the rights and remedies which the Department may have under the contract, or otherwise if a Bidder is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or during the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department during a period of 2 (two) years from the date such Bidder is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

8.13.2.3 For the purposes of this Clause 8.13.2, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly, with the Bidding Process or has dealt with matters concerning the contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the bidding process.
- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding 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 Bidding Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arrangement at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### 8.13.3 Encumbrances/Liens

The Successful Bidder shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with Department against any money due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Consultant.

#### 8.13.4 Use of name, Emblem or official seal of Department /Government

The Successful Bidder shall not advertise or otherwise make public the fact that it is a service provider to the Department, nor shall the Successful Bidder, in any manner whatsoever use the name, emblem or official seal of Department or the Government, or any abbreviation of the name of Department or the Government in connection with its business or otherwise.

#### 8.13.5 Law Governing Services

The Successful Bidder shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- consultants, as well as

the Personnel of the Successful Bidder and any Sub- consultants, comply with the Applicable Law.

#### 8.13.6 Conflict of Interests

8.13.6.1 The Remuneration of the Successful Bidder pursuant to Clause 8.16.1 hereof shall constitute the Successful Bidder's sole remuneration in connection with this Contract or the Services and, subject to Clause 8.13.6.2 hereof, the Successful Bidder shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Successful Bidder shall use their best efforts to ensure that any Sub- consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

8.13.6.2 If the Successful Bidder, as part of the Services, have the responsibility of advising the Department on the procurement of goods, works or services, the Successful Bidder shall comply with any applicable procurement guidelines of the Government of India and shall at all times exercise such responsibility in the best interest of the Department. Any discounts or commissions obtained by the Successful Bidder in the exercise of such procurement responsibility shall be for the account of the Department.

#### 8.13.7 Confidentiality

The Successful Bidder, their Sub-consultants and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Departments business or operations without the prior written consent of the Department.

#### 8.13.8 Liability of the Successful Bidder

The Successful Bidder's liability under this Contract shall be as provided by the Applicable Law.

#### 8.13.9 Insurance to be taken out by the Successful Bidder

All costs involved in taking the insurance will be borne by the Successful Bidder.

#### 8.13.10 Reporting Arrangements

The Successful Bidder shall neither seek nor accept instructions from any authority external to the Department in connection with the performance of services under the Contract

#### 8.13.11 Accounting, Inspection and Auditing

The Successful Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services, in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; (ii) shall permit the Successful Bidder or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Department; and (iii) shall permit the Department to inspect the Successful Bidder's accounts and records relating to the

performance of the Successful Bidder and to have them audited by auditors appointed by the department.

#### 8.13.12 Successful Bidder's Actions Requiring Department's Prior Approval

The Successful Bidder shall obtain the Department's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood
  - (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Department prior to the execution of the subcontract, and
  - (ii) that the Successful Bidder shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract.
- (b) extension of time period for completion of services for any reason including Force majeure.

#### 8.13.13 Reporting Obligations

The Successful Bidder shall furnish, compile or make available at all times to the Department and records of information, oral or written, which the Department may reasonably request of the services to be performed under this contract.

#### 8.13.14 Documents Prepared by the Successful Bidder to Be the Property of the Department

- a. All drawings, photographs, reports, questionnaires, recommendations, estimates, documents and all other data, including the Raw data, compiled or received by the Successful Bidder under this Contract shall be the property of the Department, shall be treated by him/her as confidential, shall be delivered only to the duly authorized officials on completion of work under this Contract or as may otherwise be specified by the Department under this Contract. In no event shall be the contents of such document or data are made known by the Successful Bidder to any person or organisation without written approval of the Department. Subject to the provisions of this Article, the Successful Bidder may retain a copy of the document produced by him.
- b. All copyright, patents and other intellectual property rights in all countries and all proprietary rights in the manuscripts, records and other materials except for the existing materials, publicly or privately owned, collected or prepared in the course of the execution of this Contract, shall become the property of the Department as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as the Department may determine appropriate.

#### 8.13.15 Equipment and Materials Furnished by the Department

Equipment and materials made available to the Successful Bidder by the Department, or purchased by the Successful Bidder with funds provided by the Department, shall be

the property of the Department and shall be marked accordingly. Upon termination or expiration of this Contract, the Successful Bidder shall make available to the Department an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Department's instructions. Such equipment or property when returned to the Department shall be in the same condition as when delivered to the Successful Bidder, subject to normal wear and tear. The Successful Bidder shall, if any event be liable to the Department for the loss of or damage to such equipment or property through his/her fault or negligence.

#### **8.14 Successful Bidder's Personnel and Sub-consultants**

8.14.1 In general, the Successful Bidder shall employ such qualified and experienced Personnel, as required and stated Clause 4.3 (Section-4) to carry out the said study.

##### **8.14.2 Removal and/or Replacement of Personnel**

- a. Except as the Department may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Successful Bidder, it becomes necessary to replace any of the Personnel, the Successful Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications with the prior approval of the department.
- b. If the Department (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Successful Bidder shall, at the Department's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the department.

#### **8.15 Right and remedies of Department**

8.15.1 Nothing in or relating to this contract shall be deemed to prejudice or constitute a waiver of any rights or remedies of the Department.

8.15.2 The Department shall not be liable for any consequences of, or claims based upon any act of omission on the part of the Government

#### **8.16 Payment to the consulting agency**

##### **8.16.1 Lumpsum remuneration**

The Successful Bidder's total remuneration shall not exceed the Contract price and shall be a fixed lump sum including all staff costs, sub consultants costs, printing, communications, travel, accommodation and the like, and all other costs incurred by the Successful Bidder in carrying out the said study.

##### **8.16.2 Terms and Conditions for payment**

- i. Payments will be made to the account of the Successful Bidder and according to the payment schedule as stated in Section-7.

- ii. Payments will be made by the Department within sixty days of its approval of the quality of the deliverable from the Successful Bidder against each milestone, as mentioned at Section-7 and on the receipt of the corresponding invoice from the Successful Bidder specifying the amount due.

### **8.17 Indemnification**

- a. The Successful Bidder shall indemnify, hold and save harmless and defend at his/her own expenses the department and its personnel from and against all suits, claims, demands and liability of any nature whatsoever, including without limitations, costs and expenses arising out of acts or omissions of the Successful Bidder its employees and/or agents caused by or resulting from any operations(s) conducted by or on behalf of the Successful Bidder.
- b. The Successful Bidder shall , at all times, further indemnify Department against any damages, cost, expenses and/or claims occasioned by any infringement(s) of Copyrights or Intellectual Property Rights (IPRs) of any third party occasioned by the services acts or commissions or omission or on behalf of the Successful Bidder.
- c. Any failure or delay on the part of any party to exercise right or power hereunder shall not operate as a waiver thereof.
- d. Neither this contract nor any rights under it may be assigned by either party without the express prior written consent of the other party. However upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
- e. The Successful Bidder shall at all times indemnify the department against any claims which may be made under the Workmen's compensation act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen, staff and agent of the Successful Bidder or to the person whether in the employment of the Successful Bidder or not

### **8.18 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8.19 hereof.

### **8.19 Settlement of Disputes**

#### **8.19.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **8.19.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in Clause 8.19.3

### **8.19.3 Dispute Settlement Mechanism**

#### **8.19.3.1 Arbitration**

Any disputes arising out of or in connection with this Contract shall be submitted to arbitration to a sole arbitrator, if attempts at settlement by negotiations and/or conciliation have failed. Selection of arbitrator shall be made by mutual consultation. The arbitrator shall give its award on the costs, which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute. The venue of arbitration shall be at New Delhi in India. The arbitration shall be governed by the Arbitration and Conciliation Act 1996 as amended from time to time. In any arbitration proceeding hereunder:

- i. The English language shall be the official language for all purposes; and
- ii. The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction in New Delhi and the parties hereby waive any objections to or claims of immunity in respect of such enforcement.

#### **8.19.3.2 Jurisdiction**

In case of any dispute, jurisdiction shall be a court in the NCT of Delhi/New Delhi only.



**Training Partners/Agencies and Locations of training conducted under the CRR Scheme  
2016-17**

<b>Name of Training Partner</b>	<b>Trades</b>	<b>Sector</b>	<b>Target</b>	<b>State</b>	<b>Location</b>	<b>Location to be covered by TPAA</b>
MPCON	1. Assistance Beauty Therapist	Beauty and wellness	21	Chhattisgarh	Durg	
	2. Hand Rolled Agarbatti Maker	Handicrafts	84	Chhattisgarh	Durg	
	3. Sewing Machine Operator	Apparel	55	Chhattisgarh	Durg	
	4. Hand Embroiderer	Apparel	55	Chhattisgarh	Durg	✓
	5. Pickle Making Technician	Food processing	55	Maharashtra	Mansar	✓
	6. Jam, Jelly and Ketchup Processing Technician	Food processing	30	Maharashtra	Balaghat	✓
KIIT	1. Mobile Phone Hardware Repair Technician	Electronics	150	Jharkhand	Ghatshila, ramgarh	✓
	2. Retail Sales Associate	Retail	230	Bihar	Barauni	
	3. Beauty Therapist	Beauty and wellness	60	Jharkhand	Ramgarh	✓
HCF	4. Inventory Clerk	Logistics	140	Karnatka	Mengaluru	
	2. Light motor Vehicle Driver Level 3	Automotive	90	Karnatka	Tumkur	
	3. CC Camera Installation	Electronics	60	Karnatka	Tumkur	✓
	4. TV Repair Technician	Electronics	60	Karnatka	Bengaluru	✓
Microsys	1. Domestic data	IT-ITES	41	West Bengal	Dasnagar	✓

	entry operator					
	2.Jam, Jelly & Ketchup Technician	Food processing	44	West Bengal	Kolkata	
	3.Installation Technician (Computing and peripherals)	Electronics	15	West Bengal	Kolkata	✓
Laurus	1. Domestic data entry operator	IT-ITES	236	Karnatka	Tumkur, Bellary	✓
	1.Mobile Phone Hardware Repair Technician	Electronics	60	West Bengal	Niyamatpur	
Orion	2.Retail Sales Associate	Retail	90	West Bengal	Bijapur	✓

Note: For the year 2017-18, Details in a tabular form mentioning (i) Name of TP (ii) Trades (iii) Sector (iv) Target (v) State (vi) Location and (vii) Date of commencement/proposed date of commencement of training for the year 2017-18 has been sought from NSDC. The same will be added here.

(Contract for execution on Stamp Paper of Rs.100/-)

**CONTRACT**

This contract is made at Delhi on this \_\_\_\_\_ day of \_\_\_\_\_(Month) of two Thousand Eighteen between Department of Public Enterprises, Government of India (hereinafter called Department and [name of Selected bidder] (hereinafter called Consultant/ Agency) on the other part:

Whereas the Department has decided to assign the task of undertaking an evaluation the credentials, profile & performance of the all Training Partners operational under the CRR Scheme following the procedure laid down in proposal issued by the Department on ....th July, 2017.

The Consultant / Agency undertakes to abide by the Terms & Conditions as laid down in the Proposal document and complete the study within time-schedule prescribed in the proposal issued by the Department on the February, 2018

IN WITNESS WHEREOF..... (Name and Designation of the Authorized representative of the Consultant/ Agency) for ..... (Name of Consulting Firm) and Director(Gen. Management) on behalf of Department of Public Enterprises hereunto have set their respective hand on the \_\_\_\_\_ day of \_\_\_\_\_ (month) of 2018 herein above written.

Signature ..... on behalf of Consulting Firm/ Agency

Signature ..... on behalf of Department

In the presence of Witness:

1. Name & Address

2. Name & Address