

CORRIGENDUM
NOTICE INVITING
REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF AGENCY FOR ASSESSMENT OF CAUSE OF DROPOUT
IN GOVT. ITIs AND SUGGESTIVE MEASURES FOR RETENTION**

NIT NO: DTE&T/2020-21/7408

DATE: 01.06.2020

Issuer:

DTE&T

Killa Maidan, Buxi Bazar,

Cuttack-753001

Phone No-0671(2301061),

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NOTICE INVITING RFP FOR Selection of an AGENCY for Evaluation Study at

Director of Technical Education & Training, Odisha No: DTE&T/2020-21/7408

Bhubaneswar, Dated: 01.06.2020

The Directorate of Technical Education & Training, Odisha, invites Technical and Financial Proposals from Agencies of national and international repute for the evaluation study for increasing the efficiency and effectiveness of the operations of DTE&T, Odisha as specified in this RFP Document.

The RFP document can be downloaded from the website link <https://dtetodisha.gov.in> with effect from **04.06.2020 (11 AM)** onwards and response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

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

For any further clarifications, please contact the DTE&T, Odisha on Email: dtetodisha@gmail.com during official working hours only (10 am to 5 pm).

Sd/
DTE&T, Odisha

DISCLAIMER

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

The purpose of this TENDER document is to provide the Bidder(s) with information ASSESSMENT OF CAUSE OF DROPOUT IN GOVT. ITIs AND SUGGESTIVE MEASURES FOR RETENTION. This TENDER document may not be appropriate for all persons, and it is not possible for the DTE&T, ODISHA, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this TENDER document.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER document and wherever necessary obtain independent advice from appropriate sources. DTE&T, ODISHA, their employees and advisors make no representation nor warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the TENDER document.

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

Fact Sheet

Sl. No.	Milestone	Date
1	Request for Proposal (RFP) document made available to the applicants	4 th June 2020
2	Last date for receiving queries	11 th June 2020
3	Response to queries (Pre-Bid Discussion)	12 th June 2020 at 11AM at DTET, Odisha
4	Issue of Corrigendum	25 th June 2020
5	Last date for receipt of Technical and Financial proposals (Sealed Envelope)	10 th July 2020 by 5 PM
6	Opening of Technical Proposals & Presentation and evaluation	13 th July 2020 at 11 AM at DTET office
7	Opening of Financial proposals of applicants who qualify pre-qualification (technical) criteria	13 th July 2020 at 11 AM at DTET office
8	Letter of Award	30 th July 2020
9	Letter of Acceptance	31 st July 2020
10	Start Date	4 th August 2020
11	Cost of Tender (Demand Draft)(Non-Refundable)	INR 5000/- by Demand Draft drawn in favor of Director of Technical Education and Training, Odisha, Payable at Cuttack
12	Earnest Money Deposit (EMD) (Demand Draft)	INR 50,000/- (Rupees Fifty Thousand Only)
13	Performance Bank Guarantee	10% of Bid Value
14	Method of Selection	QCBS (70:30)
15	Contact Details	DTE&T Killa Maidan, Buxi Bazar, Cuttack-753001 Phone No-0671(2301061), Fax-0671(2301961) Email-dtetorissa@gmail.com

Note:

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

CONTENTS

1. Background:	6
2. Objective of the Proposal	6
3. Scope of Work	6
4. Period of Execution	9
5. Eligibility Criteria	9
6. Instruction to the Applicants	12
7. Human Resource	29
8. Job Description	29
9. Evaluation and Selection	32
10 Annexure	35

1. Background:

The Directorate of Technical Education and Training (DTE&T), Odisha, Cuttack looks after education at Technical Institutes/Colleges, Diploma and ITI level. It also provides Vocational Education in order to prepare the Youth for self-employment. The Department also promotes professional courses in Government and Private Sector. DTE&T invites proposals from eligible consulting agencies for evaluation of student dropout reasons and student dropout rate in study programs in Government ITIs in Odisha using data of two study periods.

2. Objectives of the Proposal

The proposal envisages two major objectives:

- a. **Dropout Analysis of ITI trainees:**-ITI dropout is a major concern for DTE&T because of its consequences for the individual, Institutions and Society. The objective of this study is to evaluate the student dropout reasons from 49 government ITIs using data of two study periods and pin point the factors responsible in it and suggest remedial measures to overcome the identified factors. The major focus of this study to cover ST (23%), SC (15%), & Girls (10%) from all Government Institutions (ITIs). The objective of this evaluation study will be on studying the complex array of risk antecedents encompassing students' pre-entry attributes, goals and commitments, as well as academic and social experiences at ITI, Family support and strengthening of capacity of teachers and other related issues of human resources and quality aspects of education, identifying constraints in each aspect and suggesting remedial measures to overcome the constraints.
- b. **Tracer studies of ITI graduates:** -To trace the graduates (ITI Pass-out) to find out employment status as well as their income vis-a-vis performance level at the workplace and the reasons why the trainees dropped from ITIs. Tracer studies should definitely include ITI Graduates who enrolled in further academic studies, wage employed, self-employed, under employed, and neither employed nor enrolled in further academic studies.

The other specific objectives of the study could be as follows:

- Identify the employment status of ITI graduates;
 - Analyze the workplace performance level of the employed graduates;
 - Spell out the determinants of employability and efficiency for such graduates;
 - Suggest the measures to promote the quality of ITI programs, thereby enhancing employability and efficiency of graduates;
 - Understand the different ways in which graduates learn about labor market opportunities and transition to employment;
- Perform the above analyses disaggregated by socio-economic characteristics and locational factors (e.g., rural vs. urban).

Scope of Work

a. Dropout Analysis of ITI trainees:

- To investigate the present status of ITI program focusing on student enrollment, dropout and completion trends.
- To understand the factors that attracts or pulls students to enroll in the program and push them to dropout from the program.
- To analyze primary and secondary data and generate data on students' enrollment,

dropout and completion trends through interviews and focus group discussions.

- To analyze the reason of high dropout rate among ST, SC and Girls from Govt. ITIs.
- To analyze the information generated from key participants' interviews and focus group discussion.
- To identify the push factors from the study that are mostly extrinsic or institution related and to suggest measures for reducing drop outs.
- To collate suggested measures and prepare the strategy solution for implementation of the above said objective.

b. Tracer studies of ITI graduates:-

i. Scope and Limitations of the Study

- a. Questionnaire on post-training information about the graduates.
(Wage employed, self-employed, underemployed, under graduate, higher studies, diversified, not doing anything)
- b. Questionnaire for employers of the graduates who are in paid employment.
(Private companies, Government jobs, PSUs)
- c. Questionnaire for dropouts
(Dropped from ITIs after few months, vanished from education network, social-economic factors)

ii. Employment Status of the Graduates

- a. Analysis on employment status of graduates among various groups must include the types and nature of employment, transition periods, and the role of soft skills for getting employment.
- b. The traced ITI graduates might be engaged either in self-employment or wage employment in formal sector. Some were may also be engaged in wage employment in informal sector and/or employed abroad.
- c. Analysis on ITI graduates who are underemployed from both formal and informal sector.
- d. The study team may also want to look into the approach that helped the graduates find employment.
- e. Analysis of graduates seating idle due to lack of job opportunities in the job market, some of the employed graduates may report jobs they are currently doing, are related to the training they received from ITI programs and some of the employed graduates may indicate that the current jobs they are doing are not related to their ITI programs.
- f. Transition period between completion of ITI Program and Job Holding & holding more than one job.

i. Soft Skill – How Much Important for Employment?

A. Income Level and Its Variations

There shall be analysis of employed graduates about their income status. Large variation may be found in the income level among the graduates which ranges from Rs. 4,000 to Rs. 87,000 per month (abroad placement). The average income /month and standard deviation are to be studied.

B. Perception regarding the ITI Programs and Graduates

The positive feeling about a job is generally considered as the job satisfaction. More specifically, compensation and benefits, supervision, communication, team work, work environment, etc. are the major components falling under the satisfaction through feedback questionnaire:

- My training has adequately prepared me for work.
- My employer is satisfied with my level of knowledge and skills.

- It is easy for me to get a job because of level of knowledge and skill learned in the institute.
- I find myself to be very effective in my current job.
- I can easily change employment within my area of specialization.
- I am being able to perform the skills required by the job.
- I am satisfied with my current job.
- I am fully satisfied with the TVET program I had.

C. Satisfaction level of employers regarding the Graduates' Performance and need for Additional Training

Analysis of need of ITI graduates on additional skills in order to perform very well in their work,

i. Statements on Graduates' Work Performance

- The graduates have adequate theoretical knowledge.
- The graduates have highly developed practical trade skills.
- The graduates are willing and eager to learn.
- The graduates are hard-working and committed.
- The graduates are able to work independently.
- The overall performance of graduates is satisfactory.
- The graduates have adequate job specific skills.
- The graduates have good leadership skills.
- The graduates have the required individual and teamwork skills.
- The graduates have good leadership skills.

ii. Issues Related to the Quality and Relevance of TVET Programs

Analysis on level of quality of the ITI programs received by the graduates using five descriptive qualifiers, viz. Excellent; Very good; Good; Poor; and Very poor.

iii. How Much Training is Applicable to the Graduates

- Employment Status of the ITI Graduates
- Satisfaction Level of Employers Regarding the Graduates'
- Performance Characteristics, Expectations and Aspirations of Graduates
- Quality and Relevance of ITI Programs

Data Collection Methodology

- Dropout Analysis of ITI trainees;** A qualitative study backed with extensive meta-analysis will be conducted to provide the scheme assessment. The qualitative study will consist of two main components: a. Key Informant Interviews & Focus Group Discussions - Herein, it is proposed that key informant interviews with students, family members of students and faculties at ITI level are contacted. Additionally, focus group discussions will be conducted, mostly at each ITI level with students and faculties of ITIs.
- Surveys** – Minimum 5000 and maximum 6000 from the drop out students (major focus on ST, SC and Girls dropout from Govt. ITIs) during the last two years shall be interviewed to assess the reason behind dropout and minimum 8000 and maximum 10000 of pass-out students from last three years data to assess the current employment status, reasons of unemployment, satisfaction level with current job and relevance & importance of skill that they learnt from ITIs in their job. However, this survey design may be quasi-quantitative in nature. Additionally, the key information areas to be covered in the discussion guides/questionnaires for key informant interviews and surveys should cover data points included but not limited to pre-entry attributes, goals and commitments, as well as academic and social experiences at ITI, Family support.

c. Tracer Studies of ITI graduates:

Visits/Consultations of minimum 8000 and maximum 10000 graduate of last 2016-17, 2017-18 and 2018-19 i.e 03 years pass-outs for a quality analytic report through counseling at:

- ITIs Placement Cells
- Industries & MSMEs
- Stakeholders
- Employers
- District Administration
- Members of PRIs
- Parents
- Graduates at work/employed
- Graduates underemployed
- Graduates self employed
- Enrolled in Higher Studies
- Placed Outside the State / abroad
- Graduates unemployed (neither employed nor enrolled in further academic studies)

d. Sampling

The sample design for a household survey must be stratified in such a way that the sample actually selected is spread over each of the 49 Government ITIs and cover ST, SC and Girls from all Government ITIs in all the districts of Odisha. The size of the sample must take account of competing needs so that costs and precision are optimally balanced. However, it is important to note that these approach is indicative and it is proposed that the bidder may suggest their methodology best suited to meet the objectives of the evaluation.

3. Period of Execution

The selected Agency will carry out the evaluation study from the date of signing the agreement, for a maximum period of 4 months.

4. EligibilityCriteria

5.1 Eligibility requirements for the Agency:

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

Conditions of Eligibility			
S. No.	Basic Requirement	Specific Requirement	Documents Required
1.	Legal Entity	<p>Applicants eligible for participating in the assignment should be a single Legal Entity registered in India.</p> <p>A company registered under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India</p> <p>An Agency registered under the Indian Trusts Act 1882</p> <p>An Agency registered under the Societies' Registration Act 1860.</p> <p>NGOs registered in India and working in Odisha.</p> <p>It must be in operation, continuously for the last 10 years in the field of Advisory / Consultancy as on 31st December 2019.</p>	<p>Certificate of incorporation</p> <p>GST registration</p> <p>PAN number of the Agency</p> <p>PF and ESI registration</p>

	Applicant Turnover	The applicant should have a minimum average annual turnover from Assessment and Evaluation HR Studies Consultancy/Advisory of Rs50 lakhs from Indian operations over the last three FYs (FY16-17, FY17-18, FY18-19)	Audited Balance sheet and Profit & Loss Statement OR Certificate from the statutory auditor
3.	Earnest Money Deposit (EMD)	The applicant should submit, as part of its proposal, an Earnest Money Deposit EMD of INR 50,000 (Rupees Fifty Thousand only), in the form of Demand Draft drawn in favour of DTE&T, Odisha & payable at Cuttack.	Original Demand Draft
4.	Applicant's Experience	The applicant agency must have experience of providing consultancy services to reputed Govt. organizations of National/ International repute	The applicant must have experience of providing at least one evaluation study of minimum value of Rs 20 lakhs to Govt organizations in the last 5 years and is required to submit proof of engagement such as MoU/ Work Order/ Engagement Letter/ LoA etc
5.	Authorized Representative from applicant	A Power of Attorney / Board Resolution in the name of the person signing the proposal.	Original Power of Attorney / Board Resolution Copy

5. Instruction to the Applicants

6.1 General Conditions of Contract

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

6.2 Definitions

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

- a. "Applicant" means Agency which submits proposal in response to this Request for Proposal document
- b. "Consultant" or "Advisor" means the Agency, selected through competitive process in pursuance of this RFP, for providing the services under the Contract
- c. "Contract" means the Contract entered into by the parties for evaluation study for drop out of students from Govt. ITIs.
- d. "Personnel" means professional and support staff provided by the Consultant/ Advisor to perform Services to execute an assignment and any part thereof
- e. "Proposal" means proposal submitted by Applicants in response to the RFP issued by DTE&T, Odisha for selection of Consultant
- f. "Services" means the evaluation work to be performed by the Consultant pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the DTE&T, Odisha
- g. "Dropout" means trainee who fails to complete the ITI course and did not enroll again to complete the same.
- h. "ITI Graduates" means ITI pass-out trainees.

6.3 Compliance / Completeness of Response

- a. Applicants are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Applicants must:

- i. Comply with all requirements as set out within this RFP.
- ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
- iii. Include all supporting documentations specified in this RFP.

c. The Proposals must be complete in all respects, Indexed and Hard Bound. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page.

6.4 Applicant Clarifications (Pre-Bid Discussion):

6.4.1 Queries to the RFP

a. DTE&T, Odisha invites queries from Applicants on any section/ requirement mentioned in this RFP.

b. The Applicants will have to ensure that their queries should reach DTE&T, Odisha, as per the communication address provided on or before the specified date for Pre-Bid Discussion. The queries should either be sent to the specified e-mail or through authorized representative of the Applicant. The queries should necessarily be submitted in the following format:

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

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

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

DTE&T, Odisha shall not be responsible for ensuring that the Applicant’s queries have been received by them. Any requests for clarifications received after Pre-Bid Discussion will not be entertained.

6.4.2 Responses to Queries and Issue of Corrigendum

- a. DTE&T, Odisha will endeavor to provide response to all the queries during Pre-Bid Discussion. However, DTE&T, Odisha makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been submitted by the Applicants.
- b. DTE&T at any time prior to the last date for receipts of Proposals, may for any reason, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) will be uploaded on the website <http://dtetodisha.gov.in>
- d. Any such corrigendum shall be deemed to be incorporated into this RFP and binding on all applicants.
- e. In order to provide prospective Applicants reasonable time for taking the corrigendum into account, DTE&T, Odisha may, at its discretion, extend the last date for receipt of Proposals which will be notified in the website <http://dtetodisha.gov.in>

6.5 Key Requirements of the Bid

6.5.1. Rights to terminate the process

- a. DTE&T, Odisha may terminate the RFP process at any time and without assigning any reason. DTE&T, Odisha makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by DTE&T, Odisha. The Applicants' participation in this process may result in engaging the Applicant towards execution of the Contract.

6.5.2 RFP Document Fees

- a. RFP document can be downloaded from the website <http://dtetodisha.gov.in> RFP document fees in form of demand draft of INR 5000/- (non-refundable) drawn in favour of DTE&T, Odisha, payable at Cuttack from any nationalized bank/ scheduled bank to be submitted along with the proposal.
- b. Proposals received without or with inadequate RFP Document fees shall be rejected.

6.5.3 Earnest Money Deposit

- a. Applicants shall submit, along with their Proposals, EMD of INR 50,000/- (Rupees Fifty Thousand Only), in the form of a Demand Draft/Bank Guarantee issued in favour of DTE&T, Odisha payable at Cuttack, and should be valid for 180 Days from the due date of the RFP.
- b. EMD of all unsuccessful Applicants would be refunded **within 7 Days** of the Applicant being notified as being unsuccessful. The EMD, for the amount mentioned above, of the successful Applicant would be returned **within 3 Days**, only after submission of Performance Bank Guarantee as per the format provided in Annexure IV.
- c. EMD amount is interest free and will be refundable to the unsuccessful Applicant without any accrued interest on it.

- d. The Proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - i. If an Applicant withdraws its Proposal during the period of validity.
 - ii. In case of a successful Applicant, if the Applicant fails to sign the Contract in accordance with this RFP.

6.5.4 Submission of Responses

- a. Technical Proposal (in sealed envelope containing)
 - i. EMD, Power of Attorney and RFP document fees (in a separate sealed envelope)
 - ii. Cover letter and Eligibility Criteria mentioned in Section 3 (in a separate sealed envelope)
 - iii. Technical Evaluation Matrix in Section 9 with supporting documents (in a separate sealed envelope)
- b. Financial Proposal (in sealed envelope containing)
 - i. Cover Letter
 - ii. Financial Proposal

6.5.5 Authentication of Proposals

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

6.6 Preparation and Submission of Proposal

6.6.1 Proposal Preparation Costs

The Applicant shall be responsible for all costs incurred in connection with participation of the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, in providing any additional information required by to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the process.

DTE&T will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

6.6.2 Language

The Proposal should be filled by the Applicants in English language only. If any supporting

documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Applicants. For purposes of interpretation of the documents, the English translation shall govern.

6.6.3 Late Proposals

a. Original hard copy of the tender document, fees and EMD received after the due date and the specified time (including the extended period if any) for any reason what so ever, shall not be entertained and shall be returned unopened.

b. The Proposals submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

c. DTE&T, Odisha shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

d. DTE&T, Odisha reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

6.7 Evaluation Process

a. The DTET reserves the right to reject any or all Proposals on the basis of any deviations.

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

6.7.1 Tender Opening

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

6.7.2 Proposal Validity

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

6.7.3 Proposal Evaluation

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

6.8 Proposal Forms

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

6.9 LocalConditions

- a. Each Applicant is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
- b. The Applicant is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The DTET, shall not entertain any request for clarification from the Applicant regarding such localconditions.
- c. It is the Applicant's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what so ever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by DTET. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the DTET on account of failure of the Applicant to know the local laws/ conditions. The Applicant is expected to visit and examine and study the location of Govt. ITIs and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest andcost.

6.10 Contacting DTE&T, Odisha or any of the bodies related to DTE&T, Odisha

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

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

6.11 Eligibility Criteria

The Applicant shall meet the criteria for eligibility mentioned in the Request for Proposal (RFP) document. The Applicant must have proper registration certificate of PF and ESI registration, valid GST registration certificate.

6.12 Tentative Schedule ofEvents

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

6.13 Opening ofProposal

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

- a. Technical Cover
- b. Financial Cover

6.14 Deciding Award ofContract

- a. DTET reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Applicant on the already submitted Technical Proposal at

any point of time before opening the Financial Proposal by providing at least 7 working days of advance notice.

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

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

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

e. Special Condition for Awarding the Agreement:

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

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

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

6.15 Confidentiality:

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

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

c. At all-time of the performance of the Services, the Applicant shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Applicant should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms contained under this RFP and such rules, policies, standards, guidelines and procedures by

its employees or agents.

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

6.16 Publicity

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

6.17 Execution of the Agreement

After acknowledgement of the LoA by the selected Applicant, a performance guarantee amounting to 10% of Total Bid Value has to be deposited in the form of FDR/TDR/DD/BG of any nationalized/scheduled bank drawn in the name of Director of Technical Education & Training, Odisha, the performance guarantee shall be valid for a period of 10 weeks beyond the duration of Contract as specified in the RFP document. The selected Applicant shall sign the Agreement within twenty-one days from the issue of LoA.

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

6.17.1 Performance Guarantee

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

6.18 Duration of Contract

The assignment of the work shall be valid initially for a period of 4 months.

6.19 Terms and Conditions: Applicable Post Award of Contract

6.19.1 Termination Clause

6.19.1.1 Termination for Default

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

i. If the selected Applicant fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by ;or

ii. If the selected Applicant fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof;or

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

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

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

6.19.1.2 Termination for Insolvency

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

6.19.1.3 Termination for Convenience

a. DTE&T, Odisha by a written notice of at least 30 days sent to the selected Applicant may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for DTE&T, Odisha's convenience, the extent to which performance of the selected Applicant under the Contract is terminated, and the date upon which such termination becomes effective.

b. In such cases, DTE&T, Odisha will pay for all the pending invoice as well as the work done till that date by the Applicant.

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

d. Limitation of Liability: In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). Notwithstanding anything to contrary elsewhere mentioned in the contract, the selected Applicant shall not be liable to the other hereunder or in relation hereto for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

6.19.1.4 Termination by DTE&T, Odisha

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

i. The selected Applicant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the may have subsequently granted in writing;

ii. The selected Applicant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

iii. The selected Applicant fails to comply with any final decision reached as a result

of the Dispute Resolution mechanism/proceedings.

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

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

c. If the DTE&T, Odisha would like to terminate the Contract for reasons not attributable to the selected Applicant's performance, they will need to clear all invoices for the Services up to the date of the notice. If the DTE&T, Odisha would like to terminate the Contract for reasons attributable related to the selected Applicant's performance, the DTET will give a rectification notice for 3 months to the Applicant in writing with specific observations and instructions.

6.19.1.5 Consequences of Termination

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

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

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

6.19.2 Delay Charges

a. Notwithstanding the right of DTE&T, Odisha to cancel the order, Delay Charges for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. **Delay Charges should be recouped from Performance Guarantee.** No Damage will be charged in case of circumstances beyond control of the Consultant/Advisor.

b. Please note that the above Delay Charges for delay in delivery and delay in

commissioning are independent of each other and shall be levied as the case maybe.

c. DTE&T, Odisha reserve its right to recover these amounts from Performance Guarantee. Delay Charges will be calculated on per week basis.

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

6.19.3 Dispute Resolution Mechanism

- a. The DTE&T, Odisha and the selected Applicant shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.
- b. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Odisha. An award of arbitration may be confirmed in a court of competent jurisdiction. Arbitration shall be as per Indian Arbitration Act, 1996.
- c. The DTE&T, Odisha may terminate this contract, by giving a written notice of termination of minimum 30 days, to the selected Applicant, if the selected Applicant fails to comply with any decision delivered by DTE&T, Odisha.

6.19.4 Notices

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

6.19.5 Force Majeure

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

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

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

Force Majeure shall not include any events caused due to acts/ omissions of such Party or

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

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

In case, Force Majeure hindrances the validity, performance guarantee and project duration should be extended accordingly as desired by Govt.

6.19.6 Failure to agree with Terms and Conditions of the RFP

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

6.20 Deployment

The proposed team is required to work in close coordination with the DTE&T, Odisha and the Govt. ITI institutes under Government of Odisha. The proposed team has to follow the working hours, working days and Holidays of Odisha State Government.

6.21 Contract Performance Guarantee

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

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

c. The performance guarantee will be discharged by DTE&T, Odisha and returned to the Selected Applicant within 10 weeks following the date of completion of the Selected Applicant's performance obligations, including any warranty obligations under the Contract.

6.22 Statutory Requirements

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

6.23 Contract administration

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

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

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

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

iv. For the purpose of execution or performance of the obligations under this Contract, the DTE&T, Odisha's, representative would act as an interface with the nominated representative of the Selected Applicant. The Selected Applicant shall comply with any instructions that are given by the representative during the course of this Contract in relation to the performance of its obligations under the terms of the Contract.

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

6.24 Right of Monitoring, Inspection and Periodic Audit

The DTE&T, Odisha reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Applicant. DTE&T, Odisha may demand, and upon such demand being made, the selected Applicant shall provide with any document, data, material or any other information required to assess the progress of the project. DTE&T, Odisha shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Applicant of its obligations/ functions in accordance with the standards committed to or required by DTE&T, Odisha and the

Selected Applicant undertakes to cooperate with and provide to DTE&T, Odisha/ any other Consultant/ Advisor/ Agency appointed by DTE&T, Odisha, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Applicant failing which DTE&T, Odisha may, without prejudice to any other rights that it may have, issue a notice of default.

6.25 DTE&T, Odisha's Obligations

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

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

6.26 Information Security

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

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

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

6.27 Indemnity

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

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

6.28 Bid Prices

Bid Price should be based on per trainee sample basis with subject to minimum 8000

trainees and maximum 10000 (ITI pass-out) for tracer study from last three years data and minimum 5000 and maximum 6000 dropout trainees for evaluation of dropout cause from last two years data of Govt. ITIs only.

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

6.29 Payment Schedule

The Consulting firm should submit interim report within 60 days of acceptance of LOA with minimum 30% of work done and will be eligible for 30% payment after verification and final acceptance of report will be done by approval authority from DTET. Rest 70% payment will be done after submission of final report and acceptance of report after verification by approval authority from DTET within one month of submission of final report. Payment will be made based on verified sample trainees covered.

6.30 Continuance of the Contract:

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

6.31 Conflict of interest

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

6.32 Severance

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

6.33 Governing Language

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

6.34 “No Claim” Certificate

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

6.35 Publicity

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

6.36 General

6.36.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the DTE&T, Odisha, and Selected Applicant/Applicant's Team or any relationship of employer/employee, principal and agent, or partnership, between DTE&T, Odisha and Selected Applicant.

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

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

6.36.2 No Assignment

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

6.36.3 Survival

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

6.36.4 Entire Contract

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

6.36.5 Governing Law

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

6.36.6 Jurisdiction of Courts

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

6.36.7 Compliance with Laws

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

6.36.8 Notices

A "notice" means:

- i. A Notice; or

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

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

To,

Deputy Director (MPP),

DTET, Odisha,

KillaMaidan,Buxi Bazar,

Cuttack 753001

Phone No : 0671-2301061,

Fax – 0671-2301961

Email : dtetorissa@gmail.com

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

6.36.9 Waiver

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

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

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

6.36.10 Modification

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

6.36.11 Taxes

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

6.36.12 Application

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

6.37 Fraud and Corrupt Practices

6.37.1 Fraud and Corrupt Practices

a. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DTE&T, Odisha shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, DTE&T, Odisha shall, without prejudice to its any other rights or remedies, appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to DTE&T, Odisha for, inter alia, time, cost and effort of DTE&T, Odisha, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

b. Without prejudice to the rights of DTE&T, Odisha under Clause above and the rights and remedies which DTE&T, Odisha may have under the LoA or the Agreement, if an Applicant, is found by DTE&T, Odisha to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by DTE&T, Odisha during a period of 2 (two) years.

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

i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process

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

iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

6. Human Resource

The team should have the following experts in the core team for conducting this evaluation study:

- 1. Team Leader (minimum 15 years of experience) should be well experienced in the field of education sector evaluation.**
- 2. M&E Expert, Minimum 10 years of experience of evaluation in the education field.**

3. Social development expert, Minimum 10 years of relevant experience in education field.

4. Economist and Statistical Expert, Minimum 10 years of relevant experience of research designing and deep understanding of data analysis.

7. Conditions of Eligibility for Key Personnel

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Team Leader	University degree (Post Graduate/Master's) in economics/ management/environmental management/Sociology.	15 years	She/He should have led the team for 2 (two) Eligible General Assignments and 1 (one) Eligible Specific Assignment. S/He should have an experience of minimum 5 years in evaluation study/ impact studies. Previous experience of working with Government and International Organizations is desirable. Language (2.2.2): English / Hindi with good knowledge on Odia
Deputy Team Leader	MBA or Postgraduate Diploma in Management or equivalent	15 years	S/He should have participated in at least 2 (two) Eligible General Assignments and been deputy leader of 1 (one) Eligible Specific Assignment Language (2.2.2): English / Hindi with good knowledge on Odia
Monitoring and Evaluation Expert	Postgraduate degree/PhD in Sociology/Social Anthropology/M&E. Diploma/training courses in M&E or Evaluations research preferred.	10 years	S/He should have undertaken M&E advisory and analysis for at least 1 (one) Eligible General Assignments and 2 (two) Eligible Specific Assignment. Language (2.2.2): English / Hindi with good knowledge on Odia
Economist/ Statistician	Postgraduate degree in Economics, Econometrics, Mathematics or related field(s)	10 years	S/He should have undertaken statistical analysis and advisory for 2 (two) Eligible General Assignments and 1 (one) Eligible Specific Assignment. S/He must have experience in designing and running household surveys

● Note:

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

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

8. Deliverable and Payment Schedule

The selected agency will have the following deliverables:-

SI No	Deliverable	Time Line	Amount Payable
1	Inception Report - detailing out the approach and methodology, work plan and timeline (in coordination with international expert)	Within one weeks of acceptance of LoA	Nil
2	Sampling Design and approval of sampling plan	Within 3 weeks of acceptance of LoA	Nil
3	Submission of interim report with minimum 30% of work done. After submission of the interim report, verification and acceptance of report will be done by approval authority from DTET	Within 60 days of acceptance of LOA	30% (based on verified sample trainees covered)
4	Draft Evaluation Study Report	Within 3 months of acceptance of LoA	Nil
5	Submission of final report - After submission of final report, verification and final acceptance of report will be done by approval authority from DTET	End of 4 Months	70% (based on verified sample trainees covered)

9. Evaluation and Selection

10.1 Technical Evaluation

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

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

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

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

a. Technical Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.

b. DTE&T, Odisha may conduct clarification meetings with each or any Applicant to discuss any matters, technical or otherwise.

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

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

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

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

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

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

Technical Evaluation Criteria

Sl. No.	Evaluation Criteria	Maximum marks	Break up of Marks
1.	Relevant Experience of the Applicant	30	
1.1	The applicant should have at least one evaluation study of minimum value of Rs 20 lakhs to Govt. organizations in the last 5 years	15	15 marks Scoring Method: Highest single project value from each bidder will be taken into consideration for scoring in this section. Single project with highest value among bidders will be given as full 15 marks and rest single project from other bidders will be calculated in proportional basis.
1.2	The Applicant shall have experience of providing evaluation study/baseline study/impact assessment in Education/Sanitation/Health Care/Energy/CSR sectors	15	2 - 3 Projects - 8Marks 4 - 5 Projects -10Marks >5 Projects - 15Marks
2.	Consultancy Team* : No. of CVs submitted that meets the minimum qualification and experience requirements	30	
2.1	Team Leader	10	

2.2	Deputy Team Leader	8	
2.3	Monitoring and Evaluation Expert	7	
2.4	Economist	5	
3	Methodology	40	
3.1	Understanding of the assignment, Quality of methodology and work program to be exhibited along with the competence of the team.		40 marks

***Note:-**If due to some unforeseen/unavoidable circumstances the above resources cannot be provided then they should be replaced with resources having similar credentials and experience.

10.2 Financial Evaluation

The Applicant shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 70% and Financial Proposal will be allotted weightage of 30%. The Proposal with the lowest bid shall be given a financial score of 100 and all other proposals shall be given financial scores that are inversely proportional to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

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

The Financial Proposals shall be given scores as follows:

$S_f = 100 \times F_m / \text{Financial Proposal of Applicant under consideration}$

1. F_m : Lowest Financial Proposal 2. S_f : Financial Score

10.3 Selection Process

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

Total Score = ($T_e \times 0.70$) + ($S_f \times 0.30$)

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

11 Annexure

11.1 Annexure I: Proposal Covering Letter

Date:

To,

DTE&T

Killa Maidan, Buxi Bazar,

Cuttack-753001

Phone No-0671(2301061),

Fax-0671(2301961)

Email-dtetorissa@gmail.com

Dear Sir,

We (Name of the Applicant) hereby submit our Proposal in response to notice inviting RFP date and RFPdocumentno.and confirm that:

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

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the Applicant Agency etc.

11.2 Annexure II: FORMAT FOR POWER OF ATTORNEY

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

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we __ (name and registered office address of the Applicant) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the Agency), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement “SELECTION OF AGENCY FOR THE EVALUATION STUDY OF STUDENT DROPOUT RATE FROM GOVT ITIs AND REASONS DURING THE STUDY” involving the deliverables as per agreement with DTE&T, Odisha, vide Request of Proposal (RFP) Document dated..... , issued by DTE&T, Odisha, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by DTE&T, Odisha or any governmental authority, representing us in all matters before DTE&T, Odisha, and generally dealing with DTE&T, Odisha in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr.

_____)

(Name, Title and Address of the Attorney)

Notes:

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

11.3 Annexure III: Financial ProposalFormat

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

To,
DTE&T
KillaMaidan, Buxi Bazar,
Cuttack-753001
Phone No-0671(2301061),
Fax-0671(2301961)
Email-dteterissa@gmail.com

Subject: Selection of Agency for Evaluation study of Student Dropout rate from Govt. ITIs
and reason during the study

Sir,

We, the undersigned, offer to provide the services as Consultant for Evaluation study of Student Dropout rate from Govt. ITIs and reason during the study to improve the efficiency and effectiveness of DTE&T, Odisha in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

Total Bid Value (fixed and per sample basis):

Notes:

- a. The above fee includes travel, lodging and other out of pocket expenses, which shall be reimbursed as per actuals or the approved rates, whichever is lower.
- b. The above excludes any applicable taxes

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

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

We remain,

Yours sincerely,

Authorised Signature {In full and initials}:

Name and Title of Signatory:

11.4 Annexure IV: Draft Performance Guarantee

(To be issued by a Bank)

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

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

Whereas M/s _____ an Agency/company/ firm formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive Request For Proposal (RFP) process in accordance with the letter of requirements document No. _____ dated...../2020 issued by DTE&T, Odisha, and selected M/s _____ (hereinafter referred to as the Applicant) for the Agreement by DTE&T, Odisha as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the DTE&T, Odisha, and the Applicant. The Agreement requires the Applicant to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. ___/- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

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

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

1. The Applicant shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfill its obligations thereunder
2. We, the Guarantor, shall, without demur, pay to DTE&T, Odisha an amount not exceeding INR (Rupees.....only) within 7 (seven) days of receipt of a written demand therefore from DTE&T, Odisha, stating that the Applicant has failed to fulfill its obligations as stated in Clause-1 above.
3. The above payment shall be made by us without any reference to the Applicant or any other person and irrespective of whether the claim of the DTE&T, Odisha is disputed by the Applicant or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 17:00 hours Indian Standard Time on

_____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from DTE&T, Odisha, under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from DTE&T, Odisha prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to DTE&T, Odisha.

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

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

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

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

Signed and Delivered by _____ Bank by the hand of Shri _____ its _____ and authorized office.

Authorised Signatory _____ Bank

11.5 Annexure V: Format for Professional Experience Citations

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

11.6 Annexure VI: List of documents to besubmitted

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

1. Incorporationcertificate
2. Pan card of thefirm
3. GST registrationcertificate
4. Non blacklistingdeclaration
5. Audited balance sheets of the latest threeyears

11.7 Annexure VII: Non Disclosure AgreementFormat

NON DISCLOSURE AGREEMENT

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

DTE&T, ODISHA having its principal place of business at Cuttack (hereinafter referred to as “**Client**” which expression shall mean and include its parent, affiliates, sister concerns, subsidiaries and assigns),

And

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

1. Purpose

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

2. Disclosure of Confidential Information

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

3. Confidentiality

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

Parties shall ensure that access to Confidential Information is granted only to those of its employees or agents (“Representatives”) who have a demonstrated need to know such information in order to carry out the business purpose of this Agreement. Prior to disclosing any Confidential Information to such Representatives, party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the

Confidential Information. Each party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information, but in no event less than the measures it uses for its own information of similar type. Parties and its Representatives shall not disclose to any person including, without limitation, any corporation, sovereign, partnership, limited liability company, entity or individual (i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties, (ii) that it has requested or received Confidential Information, or (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

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

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

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

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

4. Ownership of Materials/No Warranty

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

5. Term

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

6. Return of Confidential Information

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

7. General

a) This Agreement shall be governed by and construed in accordance with the laws India without regard to its conflicts of law provisions.

b) Either Party agrees that the breach of the provisions of this Agreement by any Party will cause the other Party an irreparable damage for which recovery of money damages would be inadequate. Either Party will, therefore, be entitled to obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law or in equity. Receiving Party and its Representatives hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Cuttack, Odisha for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice or document by registered mail or tracked courier service to the address set for the above shall be effective service of process for any action, suit or proceeding brought against Receiving Party and its Representatives in any such court.

c) Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties permitted successors and assigns.

d) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

e) No term or provision hereof will be considered waived by either party, and no breach excused by it, unless such waiver or consent is in writing signed by an authorized representative of the non-breaching party. No consent to, or waiver of, a breach by a party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

f) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

g) This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

h) This agreement may be executed in two counterparts, each of which shall be deemed to

be an original but all of which together shall constitute one and the same agreement.

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

Client

The Company

By: _____

By:

Name: _____

Name:

Title: _____

Title:

Witness:

Witness:

Name:

Name:

Title:

Title:

11.8 Annexure-VIII. Conflict of Interest Clause

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

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

Date:.././....

RFP Reference No.:.....

To,
DTE&T
KillaMaidan, Buxi Bazar,
Cuttack-753001, Odisha

Subject: Non-blacklisting and non-ineligibility declaration

Dear Sir,

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

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

Thanking you,

Signature

Name & Designation

Company name –

11.10 Annexure-X. Sub-Contracting Clause

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

11.11 Annexure-XI. IPR Clause

- A. **“Intellectual Property”** includes inventions (whether patentable or not), patents, patent applications, registered designs and applications thereof, copyright material including computer software, technical information and know-how.
- B. **All Intellectual Property under the RFP and/ or the Contract will belong exclusively to DTE&T, except the pre-existing intellectual property rights of the selected**

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

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