

Request for Proposal (RfP)

Selection of Agency for conducting a Tracer Study on the Employment
Outcomes of ITI Graduates from different ITIs of Madhya Pradesh

Ref No: DSDMP/2023-24/RFP/STRIVE/01



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1. Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form or any other form by or on behalf of the Authority/Client or any of their employees or advisers, is provided to Bidder's on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority/Client to the prospective Bidders or any other person.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this call for proposal. This RFP may include information, which may reflect the assumptions arrived at by the Authority/Client in relation to the Programme implementation. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder is therefore encouraged to conduct its own investigation and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The Authority/Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority/Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. The Authority/Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority/Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority/Client is bound to select one or more Bidders or to appoint the Selected Bidders, as the case may be, for the implementation of the Programme and the Authority/Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

2. Abbreviations

Terms	Description
PBG	Performance Bank Guarantee
DoTESDE	Department of Technical Education, Skill Development and Employment
EMD	Earnest Money Deposit
Gol	Government of India
ITIs	Industrial Training Institutes
DSDMP	Directorate of Skill Development, Madhya Pradesh
MSDE	Ministry of Skill Development and Entrepreneurship
SSC	State Steering Committee
SPIU	State Project Implementation Unit
NPIU	National Project Implementation Unit
STRIVE	Skill Strengthening for Industrial Value Enhancement
NTC	National Trade Certificate
NOS	National Occupational Standard
NCVT	National Council for Vocational Training
DGT	Directorate General of Training
MoU	Memorandum of Understanding
ToR	Terms of Reference
RFP	Request for Proposal
CATI	Computer Aided Telephonic Interview
CAPI	Computer Assisted Personal Interview
NAC	National Apprenticeship Certificate
TVET	Technical and Vocational Education and Training
LOA	Letter of Acceptance

3. Background

3.1. Introduction

India's economic and social requirements have been undergoing significant changes over the years and hence the need for qualified and skilled workforce has seen tremendous increase. In this context of dynamic and complex labor market, gathering intelligence on current and future skill needs of workforce can support better matching of training and jobs. Along with this it's important to know the current employment status of the trained candidates and their feedback to make our vocational education ecosystem more robust and adaptive to change. It is important to know the employment status of ITI graduates so that trades offered at ITIs are evaluated from the perspectives of graduates. Thus, to collect information and evaluate the outcomes, a tracer study is deemed necessary to act as a continued feedback to the system. This outcome will help in understanding the relevance of existing trades along with changing industrial scenario and modifications as required.

With market relevance as one of key objectives of STRIVE, tracer study becomes requisite to measure effectiveness and efficacy of STRIVE interventions on beneficiary i.e., ITI graduates and overall improvement in TVET ecosystem by planning further suitable policy related interventions as per feedback from ITI graduates. The study outcomes will provide policy formulators clear picture on market relevance of trades offered and will enable them to restructure as per the need of market, thus increasing the employability of graduates and providing skilled manpower to the country.

3.2. Objectives of STRIVE Tracer Study

Tracer study is intended to understand the employment scenario of the trainees graduating from ITIs who successfully completed the CT5 program and hold the National Trade Certificate. These graduates should have graduated at least 1 year prior to be a part of the tracer study been conducted. The tracer study would help in addressing key research questions like:

- i. What happens to graduate after one year of completing training at ITIs?
- ii. What is the nature of employment the trainees are engaged in?
- iii. Were they able to get employed in an acceptable time?
- iv. Were the learning from the program (trade/course) aligned with the work requirements (to understand the job satisfaction of the trainees)
- v. What salary bracket ITI graduates fall under after one year of employability?
- vi. Change in employment and salary from first job?

5. Scope of work

5.1. Essential Duties

The Consultant/Firm will be responsible for collecting and analyzing quality data according to the expectations and protocols, and within a timeframe. The tracer study aims to assess the effect of interventions (covering long-term training ecosystem) on the labour market outcomes of the graduates. The tracer study to be carried out under this consultancy assignment will cover the following (not limited to):

1. To measure the labor market performance of project and non-project ITIs disaggregated by gender and social groups i.e. The selected agency needs to analyse what is the placement rate, pass-out rate of trainees from project ITI and non-project ITI. Here project ITI refers to ITIs covered under STRIVE project. A total of 21 ITIs (20 Govt and 1 Private) are covered under STRIVE Project. List of 21 ITIs is attached as Annexure 12.7
2. Sampling with statistically significant sample and designing survey instrument in consultation with SPIU.
3. Collect information of students who are not in employment/have left the employment and the reasons for the same. While collecting such information specific reasons such as due to- Industry closed because of lockdown, Reverse migration due to Pandemic etc. should also be identified.
4. Assess the impact of the ITI training programs in terms of relevance, effectiveness, efficiency and sustainability.
5. Draw insights from the data collected and provide inputs for corrective measures required to be taken to improve the employability aspects during and after the ITI trainings.
6. Assess graduate/Pass-outs satisfaction level relating to the type of ITI training attended.
7. Clear methodology: tracer study instruments and indicator measurement, analytical approach and robustness check approach.
8. Reasonableness testing of the data (with SPSS syntax/STATA/SAS) as a part of data quality controls.

5.2. Methodology

The Consultant should come up with a detailed analytical strategy based on the following guidelines:

1. Elaborate the tracer study methodology and key approaches including the stages of the study, data collection methods, analysis and report writing.
2. Finalize a detailed methodology for tracing the trainees in the sample in consultation with the SPIU. The methodology will include obtaining list of trainees from which to sample preparing the random sample of trainees to be traced and the procedure to be followed by the consultant for collecting data in form of survey instrument.

3. 100% data collected should be validated using a validation checklist. Missing data points should be recollected upto 90% i.e. Out of 18 Key Questions mentioned in Clause 5.3, responses to the 16 Key Questions must be recorded.
4. Use of mobile-based, near real-time data collection and validation tools should be done to ensure efficiency and accuracy in data collection.
5. Secondary data analysis – it is expected that the consultant will use available databases in the market pertaining to Institutional investments and trends, economic environment, employment trends, etc.
6. The sample of trainees will include a buffer number to replace those trainees who cannot be traced within a 100 KM of the ITI they attended.
7. Plan and conduct the study on sampling basis in a representative manner to ensure state level representation of data as well as urban/rural, age and gender segregation of the findings of the quantitative aspects of the study.

Suggested sample size and mode of data collection envisaged for this study is as follows:

- (a) The total sample size envisaged for this study includes both Govt. & Pvt. ITIs spread in all 52 districts of Madhya Pradesh. The minimum number of ITIs to be covered in this study is 110 including atleast 1 Govt. ITI & 1 Pvt. ITI from each district.
 - (b) The sample may be further stratified according to rural/urban location, minority criteria and other criteria.
 - (c) To select sample of trainees from each project ITI, atleast 30 trainees who have passed out from the ITI would be selected. A considerate representation at trade levels should also be considered.
 - (d) To select sample of trainees from each non-project ITI, at least 30 trainees will be randomly selected from among those who have passed out <within 2 years>[minimum 10 from among those who have completed one year of training and minimum 20 from among those who have completed two years of training.]
 - (e) The number of trainees to be considered for this survey may be approximately 8000 including approx. 6000 trainees from NCVT trades & approx. 2000 trainees from SCVT trades.
8. The ITI sample should cover both rural and urban areas. The sample should aim to capture the diversity of trainees in terms of their age, SC/ST/ OBC status, gender status, minority status, disability, education level and household economic status. The sample should also include representation at the trade level and cover both engineering and non-engineering trades.
 9. The main data collection tool will be the trainee questionnaires which will be administered to the sample selected trainees from all sample ITIs. (Project, non-project). The Consultant shall develop appropriate data collection tools (in English and Hindi as required), surveys, and protocols that allow data to be disaggregated by SC, ST, OBC, minority status, disability, gender, geography and age.
 10. The data collection should be conducted both in the form of personal interviews and telephonic interviews of the selected trainees. The quantum of personal interview in this survey must be at least 50% of the total sample size.

11. The ITI trainee questionnaires will focus on inter alia the following key questions for trainees from both project and non-project ITIs. The study will also collect personal and socio-economic background of trainees to generate disaggregated findings (by gender, SC/ST, rural-urban location etc.) and as controls.
12. The consultancy firm shall be responsible for the design of data collection and validation instruments, pre-testing, and finalization of collected data for verification in consultation with SPIU.

5.3. Key Questions to cover

1. Employment and income status of the graduates prior to their training in ITI.
2. Employment and income status of ITI trained trainees (immediately after graduation and one year after graduation).
3. Social and economic (i) enablers and (ii) barriers facing graduates in securing value employment.
4. Labour force participation and employment rates of trainees with gender and social background (SC/ST) disaggregation.
5. Type of employment: wage employment, self-employment, apprenticeship; permanent/temporary, full-time/part-time, higher studies (immediately after graduation and one year after graduation).
6. Wage levels of the trainees if employed-full-time/part-time; income levels if self-employed; and allowances if apprenticeship-formal or informal.
7. Time taken to get first employment by the trainees and employment history and increase in wage with each change of job.
8. Sector of employment (if employed in the same sector/skills the trainees learnt).
9. Job/occupation characteristics if employed or self-employed.
10. Job search methods used.
11. Usefulness of training obtained – to test relevancy of trade training and employment sector.
12. Trainee satisfaction with training received.
13. Reasons for unemployment or not joining the labour force and current activities (including further education and training etc.).
14. Document about <50> good cases of trainees (including a few from Minorities ITIs) who are doing well in the labour market.
15. Personal details including information on the socio-economic background of the graduate.
16. Graduate's perceptions of the quality and usefulness of the trade(s) studied.
17. Employment history of the graduate from the time he/she passed out from the ITI.
18. Suitability and employment potential of trade acquired in ITI.


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6. Timelines & Payment Terms

SN	Phase	Key Deliverables	Timelines	Payment
1	Inception Phase	Inception report with summary appreciation of ToR, detailed methodology, draft questionnaire and work plan. Draft questionnaires and other data collection tools. Detailed Study Design and Plan (including Team Mobilization and Training of the Team to be positioned)	Within 2 weeks from the date of award of contract	10%
2	Tracer Study Framework: Design Phase	<ul style="list-style-type: none"> Finalization of Study Instruments (including Manual for Surveyors) Pilot Study (5% of sample size) Sampling type, sampling size Finalization of participants (sample groups) for surveys 	02 weeks after the study design and plan approval by the SPIU	10%
3	Data Collection: Implementation Phase	Completion of Field Survey and submission of raw data (Accepted by SPIU)	16 weeks after the pilot is conducted	25%
4.a	Data Analysis and Report Writing: Report Preparation Phase	Clean Data in Agreed Electronic Format and Analysis (to be made available to the SPIU)	01 week after the field survey is completed	-
4.b	-	Draft Report	02 weeks after data analysis completed	25%
4.c	-	<ul style="list-style-type: none"> Final Report Knowledge sharing – findings to be shared with all the key stakeholders 	01 week after the comments on the draft provided by the SPIU and finally accepted by NPIU.	30%


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7. Required Team Composition

The team members of Firm/Organization should comprise of following team / manpower to conduct the study. The numbers of positions are indicative, the actual number of positions to be decided by the firm/organization in order to ensure timely accomplishment of the assignment. Position wise required qualification and experience depicted in the table below.

Key Experts:

Designation	No. of Positions	Min. Qualification	Experience	Engagement period
Team Leader	1	Master's degree or higher in management, statistics, economics, social science, Environment science or equivalent discipline.	At least 10 years of experience in designing and leading assessment studies in India. At least five years research experience and knowledge of the research methods and survey methodology	1 man-month
Senior Analyst	3	Master's degree or equivalent in management, economics, statistics or equivalent. Proficient knowledge of statistical software (STATA/SPSS/SAS).	At least 8 years of experience in managing data processing, data assurance and data transfers in surveys in India.	3 man-months
Analyst	2	Master's degree or equivalent in management, economics, statistics or equivalent. Proficient knowledge of statistical software.	At least 5 years of experience in managing data processing, data assurance and data transfers in surveys in India.	2 man-months
Total				6 man-months

Non-Key Experts:

Designation	No. of Positions	Min. Qualification	Experience	Engagement period
Field Team Members /Surveyors	2	Bachelor's degree in any stream or equivalent. Good knowledge of local language(s).	At least 2 years of experience in implementing surveys in and managing fieldwork on surveys in India.	As required

* At least the Team Leader should be on payroll and Agency is independent to deploy other team members on payroll/ Contractual basis as per their convenience. The estimated number of personnel is tentative, and the Consultant may deploy personnel based on the timeline of requirement and deliverables within the time period—all subject to SPIU's approval, but no extra cost would be borne by the client.

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8. Action Plan

8.1. Activity Plan

The agency should complete the study in 24 weeks from the date of award of contract (as per timelines mentioned in clause 6 – Timelines & Payment Terms). The agency selected to conduct this study will do the following:

1. Prepare a study design and plan, which will include the following:
2. A detailed sampling frame with proper representation of all types of project and non-project ITIs. This will include statistical methods for selecting the sample ITIs and trainees for the tracer study.
3. Preparation of data collection tools and survey roll-out schedule for trainees.
4. Plan for piloting the research tools.
5. Finalise data collection tools.
6. Main field survey including plan and calendar for data collection and quality monitoring including back checks and validation.
7. Composition of the research team, field investigators, and plan for their training
8. Data analysis framework and plan.
9. Data analysis and prepare the report of the tracer study.

8.2. Reporting

The agency will work closely with SPIU on the engagement. Additionally, SPIU will perform the following activities:

1. Provide a complete list (name, address, etc.) of project and non-project public ITIs and private ITIs from which the study sample will be selected.
2. Review and approve the Study design, plan, and draft tools.
3. Review and approve the pilot study plan and findings and final tools.
4. Review and approve the data analysis.
5. Review and approve the draft report.
6. Review and approve the final report.
7. Three separate reports are to be prepared by the agency. One each for NCVT trades (approx. 6000 trainees), SCVT trades (approx. 2000 trainees) & and a combined report of NCVT+SCVT trades (approx. 8000 trainees) respectively.


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9. Instruction to Bidders

Bidders are advised to study this RFP document carefully before submitting their proposals. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Failure to furnish all information required as mentioned in the documents or submission of a proposal not substantially responsive to RFP in every aspect will be at the Bidder's risk and may result in rejection of the proposal.

Bidders should:

- i. Include all documentation specified in this document
- ii. Follow the format of this document and respond to each element in the order as set out in this document
- iii. Comply with all the requirements as set out within this document.

9.1. Language of the Proposal

The proposal as well as all the supporting documents relating to the proposal exchanged by the Bidder's shall be written in English or Hindi language only. Proposal received in any other language shall not be evaluated.

9.2. Right to Terminate the Process

DSDMP may terminate the Proposal Evaluation process at any point of time, without assigning any reason thereof. DSDMP makes no commitments, expression or implication that this process will result in a business transaction with anyone.

This document does not constitute an offer by DSDMP. The Bidder's participation in this process may result in DSDMP selecting the proposal to engage towards execution of the contract.

9.3. Conflict of Interest

DSDMP requires that the engaged Agency provide professional, objective and impartial services and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interest and act without any consideration for future work. Without limitation on the generality of the foregoing, the empaneled Agency is considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting Relationships: The empaneled Agency that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract. The empaneled Agency will have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the norms of technical proposal provided herewith. If the Agency fails to disclose said situations and if the Client comes to know about any such situation at any time, it may lead to the

disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment. The Agency shall submit only one proposal for this project. If an Agency submits or participates in more than one proposal, such proposals shall be disqualified.

9.4. Confidentiality

- i. From the time, the submitted proposals are opened to the time the engagement is announced, the bidders should not contact DSDMP on any matter related to its Proposal Evaluation. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who have submitted the Proposals or to any other party not officially concerned with the process, until the publication of the engagement announcement.
- ii. Any attempt by shortlisted Bidders or anyone on behalf of the Bidders, to influence the Client during in the evaluation of the Proposals or Agreement award decisions may result in the rejection of its Proposal.
- iii. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of engagement notification, if a Bidder wishes to contact DSDMP on any matter related to the selection process, it should do so only in writing.
- iv. The data collected by the agency will be the property of DSDMP and the Government of Madhya Pradesh. Its use by the Bidder in any form during or after the study would lead to a legal action against the Agency.

9.5. Late Receipt of Technical Proposals

- i. Technical Proposals received after the due date and specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained.
- ii. The Technical Proposals submitted by telex/telegram/fax/E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. DSDMP reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

9.6. Disqualification

The proposal would be disqualified at any time during the Technical Evaluation process at the sole discretion of the DSDMP, for the following reasons:

- i. Submitted the Proposal after the due date and specified time.
- ii. Made misleading or false representations or irrelevant information in the proposal (including documents, forms, statements, attachments, etc.) submitted as proof of the eligibility requirements or as part of their proposal.
- iii. Incomplete proposals or proposals with incomplete information would be rejected. Bidders may be asked to submit any supplementary information / document / clarification after submission of proposal to DSDMP. Any such request by DSDMP for submission of additionally required information / clarification by Bidder would be made in writing.
- iv. Failure to meet any of the eligibility criteria as mentioned in the document.

- v. Blacklisted or bankrupt by the Government of India (GoI), Any State Government or any other Government owned agency including quasi-Government sector organization or company or any bank, before the date of opening of proposal.
- vi. Bidders need to submit the proposal along with proper indexing, paging and signed copy of check list as given in this RFP, without which proposal will be deemed unresponsive and liable for rejection.

9.7. Right to Accept Any Proposal and to Reject Any or All Proposals

DSDMP reserves the right to accept or reject any or all proposals, at any time prior to the award of contract, without assigning any reason.

9.8. General Considerations

- i. In preparing the Proposal, the Bidder is expected to examine this RFP in detail. Material deficiencies in providing the Information requested in the RFP may result in rejection of the Proposal and will be the sole responsibility of the Bidder.
- ii. The Bidders shall bear all costs associated with the preparation and submission of its Proposal. DSDMP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the engagement process. DSDMP is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to the engagement, without thereby incurring any liability to the Bidder.
- iii. All correspondence and documents relating to the Proposal exchanged between the Bidder and DSDMP shall be in writing, in English or Hindi language only.
- iv. Correspondence by E-mail would also be considered official.

9.9. Proposal Validity

- i. The Bidder's Proposal must remain valid for at least 180 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by DSDMP as non-responsive bid.
- ii. During this period, the Bidder shall maintain its original Proposal without any change.
- iii. In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidders to extend the period of validity of their Proposals. The EMD shall also be extended for the corresponding period. A Bidder may refuse the request, and withdraw his proposal without forfeiting its EMD. A Bidder granting the request shall not be permitted to modify its Proposal. Such request and the responses shall be made in writing only.
- iv. Further, the client may ask any information / clarification / document from any or all bidders before the notification of selection, if so required. Any such request for submission of any information / clarification / document from any or all bidders would be made in writing.

9.10. Liquidity damages

Delays in deliverable attributable to the bidder will be subject to a penalty of 0.5% of the total contract value per week to a maximum amount of 10% of the contract value. Therefore the timeline for project completion period should be strictly followed.

If the bidder faces difficulty in completing the task within specified period then he should submit the representation indicating the appropriate reasons of delay. Power to extend the project completion period would remain with DSDMP. In case of inappropriate reasons for delay, PBG will be forfeited and the firm may be blacklisted.

9.11. Limitation of Liability

In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder will be liable to DSDMP for not more than the value of the overall fee to be paid to the bidder (including any amounts invoiced but not yet paid and for any amount that has not yet been invoiced).

9.12. Earnest Money Deposit

- i. The EMD should be deposited through an online transfer.
- ii. Refund of EMD: The EMD of unsuccessful Bidders shall be refunded after completion of Contract Agreement signing process between DSDMP and the successful Bidder. EMD of successful bidder will be refunded within 45 days after execution of Contract Agreement.
- iii. Forfeiture of EMD: The EMD submitted by the Bidder shall be forfeited in the following conditions:
 - a. When the Bidder does not sign the contract within the stipulated period as mentioned in the "Schedule of Activities".
 - b. When the Bidder withdraws or modifies the proposal after opening of proposals.
 - c. When the Bidder does not submit the Performance Guarantee in the form of Bank Guarantee/Fixed Deposit Receipt of scheduled bank before the Agreement is signed.
 - d. Rejection of proposal on account of Corrupt and Fraudulent Practices at Bidder's end.

9.13. Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events

may include, but not be limited to, acts of DSDMP in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify DSDMP in writing of such condition and the cause thereof. Unless otherwise directed by DSDMP in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.14. Applicable laws

- i. The Contract shall be interpreted in accordance with the laws prevalent in India.
- ii. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Department about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Department and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- iii. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Department and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Department will give notice of any such claim or demand of liability within reasonable time to the bidder.
- iv. All legal disputes are subject to the jurisdiction of Civil Courts Bhopal only.

9.15. Signing of Agreement/MoU

After the notification of selection (award) to successful Bidder, the Agency is required to submit the Performance Bank Guarantee (PBG) and to sign the agreement within stipulated time as mentioned in the Schedule of Activities. This agreement would be treated as the letter of engagement to the Agency. **The engaged Agency is expected to commence the work within 15 days from the date of issue of Work Order.**