



**Selection of Advocacy, Media and Event Management
Agency under “Skill Acquisition and Knowledge Awareness
for Livelihood Promotion (SANKALP)”**

**Project Name: Skill Acquisition and Knowledge Awareness for Livelihood Promotion
 (“SANKALP”)**

**Ministry of Skill Development and Entrepreneurship
Govt. of India
3rd Floor, Shram Shakti Bhawan, Rafi Marg,
New Delhi-110001**

Issued on: 23 July 2020

RFP Reference no: SD-22/24/2020/IC

DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Bidders 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 to the prospective Bidders or any other person. The purpose of this RFP is to provide shortlisted prospective parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations 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 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 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 is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, bidding fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

REQUEST FOR PROPOSALS (RFP)

FOR

**Selection of Advocacy, Media and Event Management Agency for
SANKALP Project**

Key dates and information

RFP no.	SD-22/24/2020-IC
Online Pre-Proposal Conference Date and Time	30 July, 2020 at 1530 hours (online Conference link will be sent via email)
Last Date and Time for receipt of request for clarifications	29 July, 2020 by 1800 hours <i>E-mail ID: sankalp-msde@gov.in</i>
Last Date and Time for submission of online Proposals	24 August, 2020 till 1500 hours
Date and Time for online opening of Technical proposals	25 August, 2020 at 1530 hours
Place for E- Opening of Proposals	Under Secretary (SANKALP), Ministry of Skill Development & Entrepreneurship, Govt. of India, 3rd Floor, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001
Contact Persons for technical Queries	<ol style="list-style-type: none">1. Under Secretary (SANKALP), MSDE- 011-234658922. Media and Event Expert, SANKALP: 99530358243. Jyoti Singh, Procurement Expert, SANKALP-9990175966

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Section 1. Letter of Invitation

RFP Reference No: **SD-22/24/2020-IC**

Dated: **23 July 2020**

To,

Sl. No.	Name of the Company	Address
1	Crayons Advertising Pvt. Ltd. New Delhi	NSIC Complex, Okhla Industrial Estate, Phase-3 New Delhi -10020
2	Vermillion Communication Pvt. Ltd. Delhi	Vipul Business Park Vipul World, Floor - 10 & 11, Sector-48, Sohna Road, Gurgaon
3	Thomas Cook (India) Ltd. Gurugram (Lead Partner) along with Value 360 Communications Pvt. Ltd. (consortium Partner)	520, Udyoh Vihar, Phase-III, Gurugram-122016
4	Span Communications, Delhi	B-174, East of Kailash, New Delhi-110065
5	Expression 360 Services India Pvt Ltd. Delhi	306-309, 3rd Floor, Pratap Bhawan, 5 Bahadur Shah Zafar Marg, New Delhi-110002
6	Showcraft Productions Pvt. Ltd. Noida	36UA, JAWAHAR NAGAR, DELHI-110007
7	Basic4 Advertising Pvt Ltd, New Delhi (Lead Partner) along with PR Professionals (consortium Partner)	E-142, East of Kailash, New Delhi - 110065
8	Goldmine Advertising Ltd. Mumbai	306, The Summit, Western Express Highway, Vile Parle, Mumbai – 400 057

Dear Sir/ Madam,

1. The Ministry of Skill Development and Entrepreneurship (MSDE), Govt. of India (hereinafter called “Employer”) is executing **Skill Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP)**, an outcome-oriented project supported by World Bank, focussing on the overall skilling ecosystem covering both Central and State agencies.
2. The employer has invited EOI to provide the following consulting services (hereinafter called “Services”): **Selection of an Advocacy, Media and Event Management Agency under “Skill Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP)”**. More details on the services are provided in the Terms of Reference in this RFP document (Section-5).
3. As your firm was short-listed based on your EOI, you are now invited to submit a detailed technical and financial proposal as per the attached RFP document. Proposals are required to be digitally signed and submitted electronically on the Portal <https://eprocure.gov.in/eprocure/app>. A firm will be selected under - **Quality and Cost Basis Selection (QCBS)** as per rule no. 192 of GFR, 2017 and relevant guidelines of Manual for Procurement of Consultancy & Other Services, 2017 issued by Ministry of Finance, GoI. and procedures described in this RFP. The attention of shortlisted Agency is also drawn to paragraph 1.9, 1.23 and 1.24 of the World Bank’s [Guidelines: Selection and Employment of Consultants \[under IBRD Loans and IDA Credits & Grants\] by World Bank Borrowers issued on January](#)

[2011, revised July 2014](#) (“Consultant Guidelines”), setting forth the World Bank’s policy on conflict of interest and Fraud & Corruption respectively.

4. The RFP includes the following documents/ Section:
Section 1 - Letter of Invitation
Section 2 - Information to Consultants (including Data Sheet)
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Forms of Contract
5. This Request for Proposals (RFP) has been addressed to the above-mentioned eight (8) shortlisted Consultants. It is not permissible to transfer this invitation to any other firm.
6. **Deadline for online submission of technical and financial proposal is 24 August 2020 upto 1500 Hrs.**
7. **Online Pre-Proposal Conference Shall be conducted on 30 July 2020 at 1530 Hrs.** as per details specified in RFP. The link for attending online pre-proposal conference shall be provided through email.
8. The original instrument (DD) for EMD to be submitted latest within two (2) days of due date of online submission of proposal i.e. **26 August 2020 till 5.30 PM** to MSDE office (Under Secretary-SANKALP, MSDE, 3rd Floor, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001)
9. Please inform us in writing at the following email, upon receipt:
 - a. that you received the Letter of Invitation and RFP document; and
 - b. that you will submit the online proposal by the date & time indicated in part II of the information to consultants called project specific information.

Yours sincerely,

Under Secretary (SANKALP), MSDE
3rd Floor, Room no. 328
Shram Shakti Bhawan, Rafi Marg,
New Delhi-110001
Tel: +91-11-23465892
E-mail: sankalp-msde@gov.in
lendup.sherpa@nic.in

Section 2: Instructions to Consultants (ITC)

Part I

Standard

1. Definitions

- (a) “Employer” means the Ministry / department who have invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant/ Agency” means any entity or person or associations of person who have been shortlisted to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means Government of India
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the short-listed consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India. (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request For Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (k) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (l) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (n) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.
- (o) “Lead Consultant/ Consortium/ Association of Consultants” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the

members of the Consortium, and where only Lead Member of the Consortium will be liable to the Client for the performance of the Contract.

2. Introduction

- 2.1 The Employer named in the ITC Part II Data Sheet will select a consulting firm/organization (the Consultant) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5
- 2.3 The date, time and address for submission of the proposals has been given in Part II Data Sheet.
- 2.4 The short-listed Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer's representative named in part II Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of Consultants and Sub-Consultants/ Consortium

- 3.1 If the consultant had formed an association of consultants/ Consortium, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data sheet. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such an association of consultants is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.
- 3.2 A short-listed consultant may associate with consultants and /or individual expert at the time of submission of proposal. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has been short-listed by the Employer and employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of

the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

4. Clarification and Amendment of RFP Documents

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignment/job ; (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets

shall not purchase, nor advise purchasers of, such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job should not be hired for the Assignment/job in question.**

Conflicting relationships (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

- 5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose the said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of the assignment.
- 5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

- 6.1 If a short-listed Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, , the Employer shall make available to all short-listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

- 7.1 Short-listed Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8. Proposal Validity

- 8.1 The Part II Data Sheet to consultant indicates the validity of the Consultants' Proposals after the date of submission. During this period, Consultants shall maintain availability of Professional staff nominated in the Proposal and also keep the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, the Employer may request Consultants to extend the validity period of these proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remains unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final

evaluation before the award of the contract. Consultants who do not agree to extend the validity of their Proposals, under such circumstance the Employer shall not consider such proposal for further evaluation.

9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Consultants are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a short-listed Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with a non-short-listed Consultant.
 - (b) The estimated number of Professional man-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional man-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he/she proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
 - (c) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.
- 9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section 3. The Part II Data sheet in Section 2 indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – 1 in Section 3 is a sample letter of technical proposal which is to be submitted along with the technical proposal.
- (a) (i) A brief description of the consultant's organization and in the case of a Consortium/ Association of Consultant, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract / completion certificate for all the assignments mentioned in the proposal.

- (b) (i) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form Tech -3 of Section 3).
- (c) (i) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided in Form Tech-4 of Section 3. The work plan should be consistent with the Work Schedule (Form Tech-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form Tech-5 of Section 3.
- (e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form Tech-7 of Section 3. The man-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- (f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected.

10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicable Domestic taxes / GST on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

11. Currency

11.1 Consultants shall express the price of their Assignment/job in Indian Rupees. [In case of assignment where payment in foreign currency are allowed to be made, the consultants are free to make their quote in any foreign currency. The employer shall mention the provision regarding conversion of such foreign currency to Indian Rupees]

12 Earnest Money Deposit (EMD) and Bid Processing Fees

12.1 Earnest Money Deposit

- I. An EMD of **Rs. 10,00,000/- (Rs. Ten Lakhs)**, in the form of DD in favour of the Employer i.e. **D.D.O, Ministry of Skill Development and Entrepreneurship and payable at New Delhi**
- II. The scanned copy of DD must be submitted online along with the Proposal by due date for submission of proposal. **The original instrument (DD) of EMD to be submitted latest within two (2) days of due date of online submission of proposal i.e. 26 August, 2020 till 5.30 PM to MSDE office** either by hand or courier (Under Secretary (SANKALP), MSDE, Room no. 328, 3rd Floor, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001).
- III. Proposals not accompanied by EMD shall be rejected as non-responsive.
- IV. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- V. No bank guarantee will be accepted in lieu of the earnest money deposit.
- VI. The EMD of the unsuccessful Consultants would be returned back within one month of signing of the contract with the successful Consultant.

12.2. The EMD shall be forfeited by the Employer in the following events:

- I. If the Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- II. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening the Proposal during the validity period or any extension thereof.
- III. If the consultant tries to influence the evaluation process.
- IV. If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

12.3 The shortlisted agencies who are registered with Micro and Small Enterprises (MSEs) as defined in MSE Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation of Govt. of India for the services to be provided under this RFP are exempted from submission of bid security. In such case, bidder should submit copy of MSME registration and documents showing exemption from submission of bid security.

13. Bid Processing Fees

-Deleted-

14. Online Submission, Receipt, and Opening of Proposal

- 14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of Tech-1 of Section 3, and FIN-1 of Section 4.

14.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been fully authorized to sign.

14.3 -DELETED-

14.4 The Online Proposals must be submitted no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. **Specific clauses related to Online submission and opening of technical and financial proposals from Clauses 14.1 to 14.4 are replaced or revised with new Clauses mentioned in Data Sheet.**

15. Proposal Evaluation

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

15.2 The employer has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.

15.3 Evaluation of Technical Proposals:

The CSC, while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.

15.4 The CSC shall evaluate the Technical Proposals on the basis of the responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

15.5 Public opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified in the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

15.6 The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical

Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. If permitted under RFP to quote in any currency other than Indian Rupees, **prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet. Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.**

- 15.7 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared successful and be eligible for award of the contract. The methods of selections are described in the Data Sheet [The employer shall mention here which method out of all listed method shall be applied for selection of consultant for this assignment / job]

This selected consultant will then be invited for negotiations, if considered necessary.

16. Negotiations

- 16.1 Negotiations will be held at the date, time and address intimated to the selected Consultant. The selected Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff, representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 16.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.
- 16.3 Financial negotiations: After the technical negotiations are over, financial negotiations will be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

- 16.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 16.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

17. Award of Contract

- 17.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 17.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.
- 17.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

18. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

INSTRUCTIONS TO CONSULTANT

Part-II

DATA SHEET

Clause No. of Data Sheet	Ref of ITC	Particulars
1.	2.2	Name of the Employer: Ministry of Skill Development and Entrepreneurship Govt. of India, 3rd Floor, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001
2.	2.2	Name of the Assignment/job is: Selection of an Advocacy, Media and Event Management Agency
3.	2.5	An online pre-proposal meeting will be held: Yes Pre-Proposal Conference Date and Time- 30 July, 2020 at 1530 hours
4.	14.4	Date & time and other details for submission of e-proposal/ bid: Date and Time: 24 August, 2020 till 1500 hours Web Portal Address: https://eprocure.gov.in/eprocure/app ITC Clauses 14.1 and 14.4 are replaced or revised with the following new Clauses: 14.1 The Consultants shall submit the Proposals only online on the Portal https://eprocure.gov.in/eprocure/app . Manual submission of Proposals is not permissible. The Consultant shall submit a digitally signed, encrypted and complete Proposal comprising the documents and forms in accordance with RFP 14.2 An authorized representative of the Consultant shall digitally sign the Proposal submission letters in the required formats for both Technical Proposal and Financial Proposal. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal. The digitally signed and encrypted Technical and Financial Proposals shall be uploaded in respective folders (“Technical” folder for Technical proposal and “Finance” folder for Financial proposal) in the Procurement Portal as mentioned below, using valid DSC. 14.2.1 In the case of a Consortium, Proposal submission letters shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s

		<p>authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.</p> <p>14.3 Consultants should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with ITC Data Sheet Clause no. 9.</p> <p>17.4 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the Data Sheet, or any extension to this deadline. The electronic system will not allow any Proposal, or its modification being uploaded after the due date & time.</p> <p>Once the Proposal is uploaded on the Portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission.</p> <p>Other requirements are specified below:</p> <p>1. The Consultants must have Class III Digital Signature Certificate (DSC) with signing, and User-id of the e-Procurement website before participating in the selection process. The Consultant may use their DSC if they already have. They can also obtain DSC from any of the Government of India’s authorized Certifying Authorities. For user-id they have to get registered themselves on e-procurement website https://eprocure.gov.in/eprocure/app and submit their Proposals online on the same.</p> <p>Offline bids shall not be entertained by the employer.</p> <p>2. For support related to submission of Proposals on the Procurement Portal, Consultants may contact the 24x7 CPP Portal Helpdesk (Help Desk Number 0120-4001005) at the Portal https://eprocure.gov.in/eprocure/app.</p>
5.	2.5	<p>The Employer’s representative is: Mr. Lendup Sherpa</p> <p>Name & Address</p> <p>Under Secretary (SANKALP), MSDE Room no. 328, 3rd Floor, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001 Tel: +91-11-23465892 E-mail: lendup.sherpa@nic.in sankalp-msde@gov.in</p>
6.	2.6	<p>The Employer will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> i. MSDE will provide all background materials/Guidelines/ Manuals of Skilling Ecosystem required for execution of the project. ii. MSDE will facilitate the contact details and initial coordination with all stakeholders of the project for required information.

7.		The Employer envisages the need for continuity for downstream work: Yes
8.	8.1	Proposals must remain valid for 90 days after the submission date, i.e. until: 23 rd November, 2020
9.	4.1	<p>ITC Clauses 4.1 and 4.2 are replaced with the following and a new Clause 4.3 is added:</p> <p>4.1 The Consultant may submit a request seeking clarification of any part of the RFP no later than date specified here in the RFP i.e. deadline for submission of online request seeking clarifications is 29 July, 2020 by 1800 hours through email at sankalp-msde@gov.in.</p> <p>Requests for clarifications submitted through any other medium shall not be entertained. The Client will respond through email and also online by uploading the response on the Procurement Portal https://eprocure.gov.in/eprocure/app (including an explanation of the query but without identifying its source) for information of all shortlisted Consultants. Should the employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>4.1.1 At any time before the proposal submission deadline, the employer may amend the RFP by issuing an online amendment by uploading it on the Portal for information of all shortlisted Consultants. The amendment shall be binding on all shortlisted Consultants. The shortlisted Consultants will get an automatic e-mail notification through the system informing them about the addendum.</p> <p>4.1.2 If the amendment is substantial, the employer may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>4.2 The Consultants may modify their Proposal online or any part of it at any time prior to the proposal submission deadline. The electronic system will not allow any modifications to the Technical or Financial Proposal after the deadline.</p> <p>4.3 For modification and consequential re-submission of Proposal, the Consultant is not required to withdraw his Proposal submitted earlier online. The last modified proposal submitted by the Consultant within the proposal submission time shall be considered as the binding Proposal. For this purpose, modification/withdrawal of a Proposal by other means will not be accepted. In online system of Proposal Submission, modification and subsequent resubmission of Proposal is allowed any number of times. The Consultants may withdraw their Proposals by logging in to the Procurement Portal https://eprocure.gov.in/eprocure/app before the deadline for submission of proposals. If the proposal is withdrawn, re-submission of the Proposal is not allowed.</p>
10.	9.3 (b)	The estimated number of professional staff-months required for the Assignment/job is: as per TOR

11.	9.4	<p>The formats of the Technical Proposal to be submitted are:</p> <p>Form Tech 1: Letter of Proposal submission</p> <p>Form Tech 2 : Consultant’s organization & experience</p> <p>Form Tech 3 : Comments & suggestions on TOR</p> <p>Form Tech 4 : Approach & methodology</p> <p>Form Tech 5 : Team composition</p> <p>Form Tech 6 : Curriculum vitae</p> <p>Form Tech 7: Staffing Schedule</p> <p>Form Tech 8 : Work Schedule</p> <p>Form Tech 9 : Information regarding any conflicting activities and declaration thereof.</p>
12.		Training is a specific component of this Assignment/job: Yes
13.	11.1	Consultant to state the cost in Indian Rupees
14.	14.3	-Deleted-
15.	15.4	<p>Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:</p> <p>Detailed Evaluation Criteria is mentioned at Annexure-1, at the end of Datasheet.</p>
16.	15.7	<p>Method of Selection: Quality and Cost Basis Selection</p> <ul style="list-style-type: none"> - Minimum Marks for Technical Qualification-70 - The technical quality of the proposal will be given a weightage of 70 % - The method of evaluation of technical qualification will follow the procedure given in para 15.4 above (Annexure-1) - The price bids of only those consultants who qualify technically will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 30%. For working out the combined score, the employer will use the following formula: <p>Total points = T (w) x T (s) + F (w) x LEC / EC, where</p> <p>T (w) stands for weight of the technical score.</p> <p>T (s) stands for technical score</p> <p>F (w) stands for weight of the financial proposal</p> <p>EC stands for Evaluated Cost of the financial proposal LEC stands for Lowest Evaluated Cost of the financial proposal.</p>

		The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.
17.	17.3	Expected date for commencement of consulting Assignment/job: 1 st November, 2020
18.	17.3	Location for performance assignment / job: Agency will carry out assignment from their project office located/ set-up in Delhi/ NCR and may require to frequently visit to employer office (Ministry of Skill Development and Entrepreneurship Govt. of India, 3rd Floor, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001) for progress updates, discussion and meetings.

**TECHNICAL EVALUATION CRITERIA: CRITERIA, SUB-CRITERIA, FOR
EVALUATION OF TECHNICAL PROPOSALS**

Broad Scoring and Marking Criteria

Criteria	Max Marks	Supporting Documents for Evaluation/ Remarks
Experience and Expertise of Firm/ Qualification	30	Project Experience Document with Work Order & Completion Certificate
Team Qualification	25	Curriculum Vitae/Resume of proposed team in given format
Proposed Workplan, Approach & Methodology	25	Technical Proposal submitted by the agency
Technical Presentation	20	Presentations from only those agencies will be called for who score minimum 50 marks in the Technical Evaluation from points I to V cumulatively.
Total Technical Proposal Score	100	

Detailed Scoring and Evaluation Criteria:

S. No.	PARAMETERS	MAXIMUM MARKS
I.	Experience of handling similar workshops/conferences/ events for Govt./ semi Govt. program, preferable with a focus on skill/livelihood/education sector, during last 5 years	15
1a.	Single Project/ Contract Value equal to and more than Rs. 2 Crores	8
1b.	Two Projects/ Contracts Value equal to and more than Rs. 2 Crores	12
1c.	Single Project/ Contract Value equal to and more than Rs. 3 Crores	10
1d.	Two Projects/ Contracts Value equal to and more than Rs. 3 Crores	15
II.	Experience of development and implementation of Communication Strategy, handling IEC creatives, Outreach activities, Communication Management for Govt./ semi Govt. programs, preferable with a focus skill/livelihood/education sector of minimum Contract Value of Rs. 1 Crore each, during last 5 years	15
2a.	Up to 3 Projects/ Contracts	5
2b.	4 to 6 Projects/ Contracts	10
2c.	More than 6 Projects/ Contracts	15

	Proposed Team members who will work for SANKALP-	25
III.	Key Experts for Advocacy, Media Planning & Implementation	15

3a.	<p>Project Manager/ Team Lead – Media and Event (1)– Post Graduate in Mass communication/ Social work/ MBA or equivalent with 15 years’ proven track record of liasoning / client management, designing, production and execution of mass multi media campaigns and workshops management for Govt. organisation/ PSU. leader in preparing and implementing national-level strategic, media and social communications campaigns that hinge on behavioural and attitudinal transformation; familiarity with Skill, social sector; strong demonstrated Media and Event handling capacity. Education = 2 marks (PG = 1 marks) Relevant Work Experience = 3 marks</p>	5
3b.	<p>Creative Director (1) - Post Graduate in Commercial Art / Mass communication/ Social work/ MBA or equivalent at least 10 years’ of relevant work experience in heading creative department for advertising / media and communications with demonstrated experience in devising communication campaigns Education = 1 Mark (PG = 1 mark) Relevant Work Experience = 2 marks</p>	3
3c.	<p>Traditional Media Specialist (Print/ TV/ Radio etc.) (1) – Post Graduate in Mass communication/ Social work/ MBA/ marketing/ journalism or equivalent with at least 5 years’ of relevant experience of Mass Media Management for govt. and non-govt. sector. Education = 1 Mark (PG=1 mark) Relevant Work Experience = 2 Marks</p>	3
3d.	<p>Social Media Specialist -2 nos. (to be deployed in MSDE) (2) - Post Graduate in Mass Media Communication/ MBA in marketing/ journalism or equivalent with knowledge of social media/ media analytics with at least 3 years’ of relevant experience in designing and managing digital media solutions and campaigns for social causes. Education = 1 mark (PG = 1 mark) Relevant Work Experience = 2 Marks</p>	4

IV.	Key Experts for Workshops and Event Management	10
4a.	Event Manager (1) – Any Graduate or higher, preferably Post graduate in travel or event management/ MBA or equivalent with 15 years of leadership experience in the Events, Travel industry, national/ international conference and workshops management for Govt., non-govt. organisations/ PSU. Education = 1.0 mark (Graduate = 2.0 marks) Relevant Work Experience = 3.0 marks	4
4b.	Manager- Operations (1) - Graduate or higher, preferably MBA in marketing/ travel or event management/ communication or equivalent with at least 10 years' experience in the operation, marketing role in MICE and hotel Industry. Must have Experience of marketing, social media and operations management for events. Education = 1.0 mark (G = 1.0 mark) Relevant Work Experience = 2 marks	3
4c.	Travel / Logistics Manager (1) – Graduate or higher, preferably MBA/ Post Graduate in travel or event management or equivalent with at least 5 years of work experience in travel, accommodation, and transport management, ticketing, logistics management etc. Education = 1 mark (G = 1 mark) Relevant Work Experience = 2 marks	3

V.	Understanding of Workplan, Approach & Methodology	25
5a.	Project Approach & Methodology as per TOR Scoring Criteria - Approach for the overall strategy recommended by the Firm- 5 Marks - Methodology suggested for the overall strategy - 5 Marks - Innovativeness of the proposed approach and methodology related to IEC, communication, mobilization, outreach activities, event management and online training management proposed for the project- 5 Marks	15
5b.	Project Implementation Work plan as per TOR Scoring Criteria: - Adherence and consistency of the Proposed Work Plan, timelines, schedules with the proposed approach and methodology - 5 Marks - Feasibility of the proposed work plan - 5 Marks	10
VI.	Technical Presentation to show strength and capacity to establish and implementation of Communication Strategy, Innovativeness in proposed IEC and BCC activities and event/ workshop management skills.	20

Section 3: Technical Proposal - Standard Forms

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for *[Insert title of Assignment/job]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 8 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.] This should not include marketing materials / collaterals

B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted).

1. Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Location within country:	
1.4	Duration of Assignment/job (months):	
1.5	Name of Employer:	
1.6	Address:	

1.7	Total No of man-months of the Assignment/job:	
1.8	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.9	Start date (month/year):	
1.10	Completion date (month/year):	
1.11	Name of associated Consultants, if any:	
1.12	No of professional man-months provided by associated Consultants:	
1.13	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note : Please provide documentary evidence from the client i.e. copy of work order, contract and Client Certificate for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- (a) Technical Approach and Methodology,
- (b) Work Plan, and
- (c) Organization and Staffing,

(a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) **Work Plan.** The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

(c) **Organization and Staffing.** The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sr. No.	Name of Staff	Area of Expertise	Position assigned	Task assigned for this job

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized
representative of the staff]

[Full name of authorized representative]:

FORM TECH-7

STAFFING SCHEDULE

Sl. No.	Name of Staff	Staff Input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	
1														
2														
3														
4														

Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: data entry, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

FORM TECH-8

WORK SCHEDULE

Sl. No.	Activity	Staff Input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	
1.														
2.														
3.														
4.														

- 1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or group/ company which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 4.

Financial Proposal - Standard Forms

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for *[Insert title of Assignment/job]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures1]*. This amount is exclusive of the GST/taxes. We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 8 of the Part II Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address	Amount and Purpose of Commission	Gratuity of Agents
------------------	----------------------------------	--------------------

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN-2

SUMMARY OF COSTS

S.No.	Particulars	Lump Sum Amount in Rupees	Amount in words
I	Fixed Cost of Contract		
a	Needs Assessment Study and Report - as per scope of services under TOR at sl. 3(I) for <u>Advocacy, Media Planning and Implementation</u> (one-time cost)		
c	FORM FIN 3: Quarterly Retainership fees as per scope of services under TOR at sl. 3(I) and to cover its staffing/ manpower resources during 3 years of contract period, only for <u>Advocacy, Media Planning and Implementation</u> (not to include manpower cost for Event/ Workshop Services as Management cost for same is to be quoted under Form Fin5)		
II	Variable Cost of Contract		
a	FORM FIN 4: Total of Fixed Fee Rate Card for Implementation, Management and Documentation of Communication and Outreach Activities- - Total Amount		
b	Form Fin 5: Financial Proposal Format of Event Management and Training Management fees (Fixed Cost per Event)- Total Amount		
iii	Form Fin 5: Rate Card for implementation of Event / Workshop Services- Total Amount		
III	Reimbursable, if any		
IV	Miscellaneous expenses, if any		
V	*GST / Any other tax (current applicable rates to be defined)		
VI	Total		

**GST/ any other tax is being taken just for information purpose and will not be considered for evaluation purpose.*

NOTE:

1. The Framework Agreement shall be valid for a period of two (2) years from the date of signing of the Agreement. The validity may be extended for a further period in accordance with the terms of the framework agreement.
2. Payment of retainership fees shall be done on Quarterly basis, on submission of valid invoice along with proof of required supporting documents for completion of Quarterly deliverables/ milestone of the contract. Please refer Deliverable-Payment matrix / detailed Quarter wise Deliverables to be completed/ submitted along with supporting documents by the agency for release of payment at Annexure-II under TOR Section.
3. Price quoted above includes all cost as per Scope of Work (including resources).
4. Taxes Extra as applicable. Agencies to indicate applicable taxes. Any change in taxes will be made as per applicable law and rates.
5. Taxes will not be considered for evaluation purposes.

Authorized Signature

Name and signature:

Designation

Name of firm:

Address:

FORM FIN-3

BREAKDOWN OF QUARTERLY RETAINERSHIP FEES for Advocacy, Media Planning and Implementation

(suggested format for information purpose only)

Sl. No.	Description	Unit	Unit Rate in Rupees.	Total Amount in Rupees.
1	Key Services			
2.	HR Cost/ Key Professionals*			
3.	Any other cost			
	Total			

** Key Professionals for Advocacy, Media Planning and Implementation are to be indicated by Positions*

Total Cost = _____ Amount in Rupees

(Amount in Words):

:

FORM FIN-4

Fixed Fee Rate Card for Items/ Services for Implementation, Management and Documentation of Communication and Outreach Activities

Sl. No.	Type	Unit Measurement	Unit Cost (Rs.)
1	Translation, Type-setting and proof reading and checking	(Cost per 500 words)	
2	Design Artwork - Press Ads / Magazines / Strip Ads	(Cost per artwork)	
3	Design Artwork - Hoarding/ Bus Shelters/Metro Panel Flex/ Banner / Digital Signage etc.	(Cost per artwork)	
5	Annual Report/booklet (Page with text/picture) Page Size- A4	(Cost per page)	
6	Brochure/Flyer (with design and picture – A4) (1 - 8 pages)	(Cost per page)	
7	Creatives for Twitter, YouTube, Facebook etc./ Any Other	(Cost per banner)	
8	Blog Burst through 10 well- known Bloggers	(Cost per Blog)	
9	Internet Banner / Emailer and other digital media assets etc.	(Cost per banner/E mail)	
10	Content for Bulk SMSs	(Cost per SMS)	
11	Phone/Desktop/Laptop Screen Savers	(Cost for Design)	
12	Creatives for Digital Films	(Cost per minute)	
13	Creatives for Radio Jingle	(Cost per 10 second)	
14	Support in making videos Viral	(Cost per minute)	
15	Miscellaneous: Invitation card, season greeting, T-Shirt design, badge, balloon, direct mailer, CD cover etc. (A5)	(Cost per page/sheet)	
16	Online banner/Emailer and other digital media assets Size – A5	(Cost per banner/E mail)	
17	Dissemination of press release, as required	(Cost per state/ per month)	
18	Tracking and recording of electronic news coverage	(Cost per half an hour)	
19	E-Newsletter (content and design)		
20	E-book/E-brochure	A5 size – 8 sides	
21	Emailer and other digital media assets		
22	Social Media Posts (creative design)	1000 x 1000 pixels	
Total			

Total: = _____ Total amount in Rupees

Amount in words:

NOTE:

- i. Taxes Extra as applicable. Agencies to indicate applicable taxes. Any change in taxes will be made as per applicable law and rates.
- ii. Taxes will not be considered for evaluation purposes.
- iii. Any increase or decrease in quantity/ per unit, will be made with prior approval of MSDE and fee shall be calculated accordingly.
- iv. If any additional services/ items are required for the Implementation and Management of Communication and Outreach Activities, the agency will propose a reasonable rate(s) for such items/ services and same will be paid at mutually agreed rate, upon necessary approvals of competent authority of MSDE. Such agreed and approved rates will also be included in the Fixed Fee Rate Card.
- v. Payments will be made on the actual work done as per scope and quantity.

FORM FIN – 5

Financial Proposal Format of Event Management and Training Management fees (Fixed Cost per Event)

Sl. No.	Event Category based on number of participants	Assured number of team members during the event	Management Fee for 1 Day event	Management Fee for 2 Days event	Management Fee for 3 Days event	Management Fee for 4 Days event	Management Fee for 5 Days event	Management Fee each extra day beyond 5 days event
			Amount (in INR)					
1	Small- Upto 40 participants	2						
2	Medium- 41-70 participants	3						
4	Large- 71-100 participants	4						
5	Special Events- 101 and above participants	4						
	Gross total of all above columns and rows							

Form Fin- 6

List of various services/ Items to be provided by Event Management Agency (Rate Card for Event / Workshop Services)- Variable Cost to be paid on Actual Basis which should not be more than rates defined here (only exceptional cases with proper justification, with due approval by MSDE may be considered)

Sl. No.	Item	Unit	Prices to be quoted (INR)
I	Documentation Charges	Per day	
	For technical reporting by domain experts	per day	
II	Signage		
1	Acrylic podium (4x2 ft)	Each	
2	Directional Signage - Flex	per sq.ft	
3	Directional Signage - High resolution digital printing on flex	per sq.ft	
4	Directional Signage - Vinyl on sun board with mounting and printing	per sq.ft	
5	Name badges (plastic holder with computer printed names)	each	
6	Name plates acrylic (dais name plates) with inserted names- (10- 12 inches)	each	
7	Metal badges	each	
8	Pin Boards (3 x 4)	per sq.ft	
9	Pin Boards (6 x 4)	per sq.ft	
10	White board, size 6 x 4 ft	each	
11	White board, size 4 x 3 ft	each	
III	Conference Kit for Delegates		
1	Conference Pad-A5 size with branding	each	
2	Pen drives 16 GB (stick type) with branding	each	
3	Pen drives 16 GB (card type) with branding	each	
4	Distribution of invitation - Local	each	
5	Distribution of invitation - Outstation	each	
6	Pens	each	
7	Chest card with printed lanyard	each	
8	Jute Folder	each	
9	Jute / Cloth Bag	each	

IV	Photography		
1	Photographer Fee for digital photography	per day	
2	Videography - 1 camera (including team)	per day	
V	Audio Visual		
1	LCD Projectors (XGA 4500 lumens)	each	
2	LCD Projectors 5000 lumens	each	
3	LCD Projectors 5000 with Short Throw	each	
4	LCD Projectors 6500 lumens	each	
5	LCD Projectors 6500 with Short Throw	each	
6	LCD Projectors (10000 Lumens)	each	
7	HD Projector (14000) Lumens (with long Throw/Short Throw lens)	each	
8	LED wall 3 MM (Minimum Order Size 100 SQFT))	Per SQFT	
9	LED wall 2 MM (Minimum Order Size 100 SQFT))	Per SQFT	
10	Platform for LED Wall	each	
11	TFT Monitor 19/21"	each	
12	Plasma Monitor 42"	each	
13	Plasma Monitor 50"	each	
14	Plasma Monitor 60"	each	
15	Tele Promoter	each	
16	Visual Presenter	each	
17	Laptop core i3/i5 with mouse	Each/Per day	
18	Laser Pointer	each	
19	Projection Screen (6'x4') on Tripod	each	
20	Projection Screen (6'x8') on Tripod	each	
21	Projection Screen (8'x10') on Tripod	each	
22	Projection Screen (6X4' / 6'x8) with masking	each	
23	Projection Screen (8 x 10) with masking	each	
24	Podium Mic	each	
25	Table Mic	each	
26	Digital Cordless Neck Mic	each	
27	Digital Cordless Handheld Mic	each	
28	Digital Conference Mic	each	
29	JBL Sound System with 02 Speakers	each	
30	JBL Sound System with 04 Speakers	each	

31	JBL SRX/VRX Sound System with 02 Speakers	each	
32	JBL SRX/VRX Sound System with 04 Speakers	each	
33	JBL VRX 932 Sound System professional type with 6 Speaker, Mixer, Amplifier, base bins, 2 stage , Monitor	each	
VI	FABRICATION		
1	Backdrop Flex Printing with Masking on Iron Frame	Per SQFT	
2	Backdrop Flex Printing with Masking on Wooden Frame	Per SQFT	
3	Black Cloth Masking on Wooden Frame	each	
4	Printing on Vinyl	Per SQFT	
5	Printing on Sunboard 3 "MM	Per SQFT	
6	Printing on Sunboard 5 "MM	Per SQFT	
7	Stage with carpeting	Per sqft	
VII	MISCELLANEOUS ITEMS		
1	HD Multi Camera Setup with 2 Nos of HD Camera HD Video, Mike , Monitor, Cabling etc	each	
2	SD Multi Camera Setup with 2 Nos of HD Camera HD Video, Mike , Monitor, Cabling etc	each	
3	Flip Chart Calendar	each	
4	Audio Conference Polycom Phone	each	
5	Video Conference Equipment (HD)	each	
6	Flip Chart Board (Without Flip Chart Paper Roll)	each	
7	UPS 3KVA	each	
8	Photocopier Normal B/W	each	
9	Photocopy per page (colour)	each	
10	Colour Laser Printer with one set of Cartridge	each	
11	Multifunction printer (B/W)	each	
12	Spiral Binding or Perfect Binding of documents	per unit	
VIII	Manpower (if extra manpower required in exceptional cases)		
1	Registration Help Desk Assistants	per day	
2	Secretarial Assistants	per day	
3	Senior Supervisor	per day	
4	Transport Coordinators	per day	
5	Rapporteurs	per day	

IX	Transport		
1	35 Seater deluxe coach -4hrs/40km		
2	35 Seater deluxe coach -8hrs/80km		
3	Vehicle for 8 hrs/80 kms (Innova)		
4	Vehicle for 4 hrs/40 kms (Innova)		
5	Mini bus	per day	
Gross TOTAL (INR)			

Note:

- i. Cost of Accommodation/ Hotels and travel of participants should be as per Govt. norms/ approved rates. Exceptional cases or any planned budget/ expenditure beyond govt. norms/ agreed rates must be approved by MSDE.
- ii. If any additional services/ items are required for the Event Management Services, the agency will propose a reasonable rate(s) for such items/ services and same will be paid at mutually agreed rate, upon necessary approvals of competent authority of MSDE. Such agreed and approved rates will also be included in the Fixed Fee Rate Card.

Section 5 Terms of Reference

TERMS OF REFERENCE FOR THE ADVOCACY, MEDIA AND EVENT MANAGEMENT AGENCY UNDER SANKALP

1. BACKGROUND

Ministry of Skill Development & Entrepreneurship (MSDE), Government of India (GOI) has launched a World Bank loan assisted programme viz. Skills Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP), which is an outcome-oriented project. SANKALP aims to implement the mandate of the National Skill Development Mission (NSDM). The project is being implemented in mission mode and is aligned with the overall objectives of the NSDM.

SANKALP aims at achieving the following:

- (i) increase in access, equity and quality of skilling programs in the country with special emphasis on improving women and disadvantaged segments (e.g. for persons with disabilities) participation in the skill programs;
- (ii) alignment of employer/industry demand and workforce productivity with trainees' aspirations through greater engagement with employers for placement;
- (iii) enhance the quality of skills training programs by building a pool of qualified instructors and assessors for skill training programs;
- (iv) leverage existing public infrastructure, industry facilities and resources to scale up skill training quality and capacity;
- (v) create and maintain a national database and aggregator platform for demand-supply matching of the skilled workforce and robust monitoring and evaluation of skill training program.

The project focuses on the overall skilling ecosystem covering both Central agencies including MSDE, National Skill Development Corporation (NSDC) and State agencies, and outcomes will be measured through Results framework and Disbursement Linked Indicators (DLIs) agreed between MSDE and the Bank and verification protocol to measure DLIs on a periodic basis.

2. OBJECTIVE(S) OF THE ASSIGNMENT:

The main objective of this assignment is to provide Advocacy, Media and Event Management Agency services to MSDE which can effectively and efficiently cater to the wide array of predicted needs arising under SANKALP, as specified under scope of services.

Given the wide gamut of activities to be undertaken to meet the project objectives of SANKALP, it is envisaged that Information Education Communication (IEC) and Behaviour Change Communication (BCC) activities would be required at National, State and Districts levels besides, conferences, workshops, multiple stakeholder consultative meetings etc. will be required to be undertaken across the country during implementation of the project. Since each of these planned activities would play a key role in achieving the project objectives, these IEC / BCC activities should be conducted, monitored and managed efficiently.

MSDE intends to hire an Agency/ Consultant, having requisite experience and capabilities to provide advocacy, media planning & implementation and event management services envisaged to be held in various districts across the country. The initial duration of the contract will be for 24 months. Further

extension of the contract shall be considered with mutual agreement of both the parties, depending upon need for continuance of the assignment & performance of the agency.

The required services would specifically be under following categories of activities as listed in the scope of services below.

3. SCOPE OF SERVICES, TASKS (COMPONENTS) AND EXPECTED DELIVERABLES:

The Scope of Services/ Terms of Reference of the agency to be hired is detailed out below in following two Categories:

I. Advocacy, Media Planning and Implementation

To achieve the objectives of the project there is a need to create awareness about various strategies, policies and skilling programs by MSDE across states and districts. MSDE seeks an agency to create awareness through media, advocacy at the system levels and mobilization and counselling at the district and community levels.

Agency would be responsible for enhancing awareness on skill development programs of the government as well as income generation and livelihood issues among the youth, their families and community members in rural and low-income urban areas. The agency is expected to conduct this comprehensive awareness and amplify the activities in mass media, mid-media, social platforms and community outreach programs folk shows, rural haats and melas etc. in Hindi, English and vernacular languages, keeping in view the socio-cultural aspects of the region. The success of the awareness generation would be measured through the increased interest generated amongst the youth for participating in the skill training courses (increase in the number of registrations and admissions at the regional training institute).

The scope of this component is divided into two parts:

- i. Developing a robust communication strategy & IEC / BCC material addressing all relevant programs of skill development among the key stakeholders;
- ii. Implementation, Management and Documentation of Communication and Outreach activities;

The details of the same are given as under:

- i. Developing a robust communication strategy & IEC / BCC material addressing all relevant programs of skill development among the key stakeholders;

The agency is expected to

- a. Undertake Need Assessment and Situational Study in program areas, in consultation with MSDE, SSDMs and DSCs in a minimum of 10 states with 800 respondents (may use combination of online and on ground assessment)
- b. Organize consultative/Dissemination Workshops to consolidate findings and evidences (National and Regional level)
- c. Submit an assessment report on the key findings to MSDE
- d. Based on the report, develop Communication Framework at National Level, State Specific Communication Strategies and District Level Communication Plans for various activities.

The communication framework document will be an evolving document based on outcome of implementation of the communication strategy at each level.

- e. Thorough review of existing communication Strategy/ Practices developed by MSDE, NSDC and other relevant stakeholders,
 - f. Development of appropriate Media mix, Content guideline and realignment of content
 - g. Development of new content or right media mix as per developed framework and strategy
 - h. Define the specific type of materials to be developed for the target audience and for targeted IEC and BCC interventions.
 - i. Develop Standard Operating Procedures (SOP) for social mobilization, counselling and outreach teams at state and district levels,
 - j. Develop Master Artwork in English and vernacular languages for district/ state level mobilization and to make sure that they follow branding guidelines given by MSDE, further based on their local need state and district can customize, develop, print such document,
 - k. Develop IEC and BCC materials to be used in the rural and urban communities of the states,
 - l. Identify input, output and impact indicators and monitor all communication activities and report to MSDE in regular intervals,
 - m. Document best practices and processes as and when evolved over a period of 24 months and contribute to knowledge bank of MSDE.
- ii. The Media Agency will develop and present an integrated, innovative, 360-degree communication strategy and work plan for execution on a pan-India basis (National, State and District levels) based on programmatic needs identified through need assessment and research undertaken within skilling ecosystem and various ongoing Skill trainings/ programme. Implementation, Management and Documentation of Communication and Outreach activities includes but not limited to;
- a. Mass Media: Newspaper, Radio and other mass media as per details given below:
 - Content generation, editing and rewriting of skill centric contents that include, Radio, jingles, Television shows and print / audio-visuals, and advertorials etc.
 - Media Buying, Airtime hiring and Activation mass media options, as and when required.
 - Monitoring and quality assurance of mass media exposure of skill focused content, as and when suggested by MSDE
 - Documentation
 - b. Mid-Media/ Below the Line Marketing:
 - Develop Communication Guidelines for SANKALP (viz. logo usage, colour etc.)
 - Content development for mid-media option,
 - Design, Production, installation and maintenance of Hoardings, Wall Paintings, Banners, Backdrops, Signage etc.
 - Designing & Printing of Promotional Materials that includes; Guidelines, manuals, brochure, booklet, any other print materials proposed by MSDE

- Printing to be done according to the graphical design / artwork approved by MSDE, script or colour scheme, approved dimensions and pages and other specifications as approved by MSDE
 - Develop and implement out-of-home (OOH) advertising programs that use digital screens and sensors to attract youth and general public,
 - a. Video Van & Mobile Counselling Units and interactive media platforms like wifi/internet enabled tablets, Mobile apps etc.
- c. Social Media: Engagement of social media on skilling campaigns:
- Twitter, Facebook, YouTube, Instagram etc. The agency should deploy social media.
 - Creation and management of dedicated YouTube channel, Twitter, Facebook and Instagram page/ account for SANKALP programme of MSDE and upload contents as when provided by the MSDE.
 - Day to day management of Social Media platform of SANKALP and supporting content with MSDE, NSDC, SSCs and other agencies
 - Following content protocol in consistence with MSDE and other central and state government agencies
 - Documentation and reporting, on regular basis
- d. Management of Folk Media Troupes / Haats / Melas in different socio-cultural regions in states and districts
- Selection of artiste, musicals, support hands and crew members for Folk Troupe, Haats and Melas,
 - Appropriate training and orientation of personnel involved in deployment of communication plan for identified state's requirement
 - Development of media plan
 - Identification a right mix of language and culturally sensitive activities suited to requirements for each state and district
 - Facilitation development of an activity calendar in close consultation with MSDE, SSDM and District Skill Committees (DSC).
 - Finalization content for scripts, lyrics, visuals, prototype, banners etc.
 - Monitoring and quality assurance of folk performances in deployed states/districts
 - Documentation of activities/shows i.e. maintain records and database of events
 - Gaining feedback from community members, grassroot officials and other involved stakeholders
 - Development of prototype of demonstration and counselling center to be used at Haats & Melas.
- ii. Awareness Building Program at district level about different skilling program by Govt., Skill Development areas, youth mobilization etc. The agency will develop implementation plan for same and suggest various modes and media of such awareness program through Mid Media, local mobilization workshop, Posters, Creatives contents etc. to MSDE. Implementation of Awareness Programme can be conducted after approval of the MSDE. It is expected that minimum six (6) nos. of such programme to be conducted in a quarter in 6 districts.
- iii. The details and approximate number of IEC activities to be conducted under SANKALP during contract period is given at **Annexure-I**.

II. Event and Workshop Management

The small, medium and large-scale events that MSDE is seeking to organize and execute are listed below:

- Seminars, Conferences, Trainings and Workshops by various stakeholders
- Exhibitions at National, State and District Level and Special Exhibition
- Inauguration/ Award ceremonies
- Press Conferences and Media Interaction events including social media
- Promotional Events/ Job Fairs/ Campaign
- Any other special Event as required in the programme
- e-training delivery management / Virtual Classroom based online workshop management

The Agency will be responsible for organizing Conferences/Trainings/ other events whose scope shall include Venue Bookings, Event Management, Conceptualizing, Designing, Branding, Logistics, execution of works at the site, including exterior and interior decoration, development of site infrastructure, services, collaterals, general ambience, necessary permissions from the local authorities such as police, fire, sanitation department, municipal corporation etc. It will also include accommodation of the participants, staff, and ancillary staff, translation services, photography services, and workshop materials such as (flipcharts, notebooks, folders, banners, flags), transportation of participants and food/ catering arrangements. Selected agency may need to work closely with other knowledge or Training Partners of MSDE under different projects of SANKALP for organizing various Workshops/ Training/ Events. Majority of events are envisaged to be organized at hotels, conference halls or partner facilities. Events management within the contract may require that multiple events run simultaneously.

The approximate nos. of such workshop and events (including IEC workshops) to be organized during 2 years of contract period are given below:

sl no.	Type of Events/ Workshops	No. of Participants	Approximate No. of Events/ Workshops*
1	Large events	70-100	5
2	Medium events	40-70	16
6	Small events	upto 40	150
7	Special Events	More than 100	4
		Total	175

**No. of events/workshops are indicative; it may vary depending upon needs of the project. The given nos. are not guaranteed volume, and this should not be considered as promise to do the business with selected proposer. The figure is provided to reflect the volume of the business and scope of work.*

Broad scope of services under Event Management are defined as below:

i. **Workshop management:**

- a. Logistic arrangements for Workshops and Conferences for requested numbers of participants.

- b. Booking of venue and boarding lodging facilities would be done after due approval of MSDE. **In case the venue of the Event is to be specified at the Partners premises; MSDE will facilitate a contact person from SANKALP Division for the Service Provider.**
- c. Provide required audio-video material - LCD projector and screen, or display panels RF mikes for the participants, wireless equipment.
- d. Design make layouts and execute temporary structures such as Hangar(s) / Standee(s) of desired dimensions and types, special structures such as Dome(s), tent(s) and covering/ceilings, Stage, Seating & Dining areas along with related infrastructure including table and chairs of various types/categories, as required. Arranging food/catering facility at venue of Workshop/ Training/ Events.
- e. Providing computers, printers/photocopiers, scanners, laptops for Power Point presentations, projector, screens in the halls, LED/plasma screen in the Venue, public address system, meeting display, telephones, internet facility, scanners, power back etc.
- f. Maintain workshop calendar, track attendance and digitization of attendance at each workshop.
- g. Set up and manage help Desks with English/ regional language speaking trained receptionists (as required), registration desk with laptops etc.
- h. Reporting unresolved issues. Perform other duties as required.
- i. Create audio-visual films, power-point presentations, speeches, and other documentation required for the workshop

ii. Accommodation

The Agency shall be required to make bookings for the participants' travel and accommodation in some of the events as instructed by MSDE. Usually, this is required when workshops or trainings are being held for more than one day.

- a. The Agency is required to compile rooming list for all participants, liaise directly with the hotel and allocate rooms;
 - b. The Agency shall ensure compliance of arrival/departure information provided by participants/ MSDE;
 - c. The Agency shall ensure that the provided accommodations are clean, well heated and air conditioning is available as required.
- iii. **Travel:** The agency would be expected to maintain correspondence with invitees while making their stay/ hotel and travel arrangements, local pick up and drop facility. Travel arrangements and cost of all participants/ organizer (MSDE officials)/ Partners to venue of events (To and fro both) shall be managed by the participants only. Agency to ensure coordination and timely arrival and departure of the participants. Travel arrangements like booking flight and train tickets, local travel arrangements etc. would be required in minimal cases, mostly it will be managed by the participants.

iv. Printing

- a. Manage workshop stationary requirements & printing materials required for workshops/ training. These may include printing of invites, conference note pads, name tags, files/folder covers, background materials, agenda, letterhead, delegate's bags/folders, access badges etc.
- b. Preparation of documents from information generated before, during and after the conference/training. Maintain workshop records, as may be necessary..
- c. Kits/bags for delegates/participants comprising notepad, conference labeled pen/ conference labeled pen drive/ souvenirs/ conference booklets etc. as appropriate.
- d. Creating backdrops and signages at the Conference venue, airports, installation at various points in the city (including local permissions from the competent authorities) flags, welcome arches on approach roads (if required).

v. Financial Management

- a. Prepare and track workshop budgets and expenses.
- b. Prepare workshop budget and seek approval of MSDE. Management of vendors and other service providers including the service level agreements and payments etc.
- c. Timely submission of Statement of Expenses (SOEs) with supporting documents.

vi. e-training delivery management / Virtual Classroom based online workshop management

- a. Agency would be required to provide necessary support in online training/workshops conducted by MSDE.
- b. MSDE aims to leverage the Virtual Classroom model for capacity building activities under SANKALP. The virtual classroom will use the latest communication technology to bridge the distance and reduce the need for the face-to-face delivery of sessions.
- c. Agency will leverage the existing conferencing software/ platforms or Learning Management System (LMS) software which will be used for delivery of the training sessions, collaboration, assessments/ quizzes, content notifications, and reminders, among other features, as decided by MSDE.
- d. Agency will ensure that the technical and organizational aspects such as every participant have access to their own individual laptop/desktop machines/ Mobile phones, individual web camera etc. before the start of the training sessions and therefore will do necessary coordination for same, as required.
- e. Agency will create a SOP or brief user manual for the selected platform, in English and vernacular language. The agency will also conduct an online/ virtual session for the identified SPOC at each SSDM/ DSC on usage of the platform, if required.
- f. Agency shall also be responsible for delivering printed or soft copies of the training materials /guidelines provided by MSDE to the attendees/ participants located in different districts and states, as and when directed by MSDE. It must reach to participants before scheduled date and time of the training.
- g. MSDE will ensure that the agency will be provided with the online training session calendar 15 days in advance to ensure smooth logistics management.

vii. Details of pre-event activities to be managed by the Agency:

- Formulating a time-bound action plan for the event
- Recce visit to ensure venue facilities and designing of event
- High end designing, printing and mailing of invitations, brochures and registration forms
- High end designing and preparation of media kits/ participants kits inclusive of – agenda/ pen/ writing pad/ pen drive/ background technical documentation/ audio visual support, list of participants/ list of facilitators and any additional notes as per instructions
- Compiling participant information and database management
- Prepare an accompanying persons program for the conference
- Procurement of the conference bags, badges, stationery and souvenirs
- Preparation of an audio-visual plan for the conference as per the proposed set-up
- Designing of the registration process as per the conference requirements
- Identification of manpower requirements for the conference
- Seek a feedback form for the conference
- Travel management/ logistic support for all participants
- Follow up with resource persons, documentation person and facilitators for their presentations, pre-testing the same for sound/visuals
- Low resolution photographs of the event to be shared on the same day of the event by e-mail
- Social Media activations and media press release dissemination on the day of the event
- Photo and video of the event to be delivered post event (within same day of event or next day) in a CD and also e-mail
- Typed out list of registration sheet with all the attendees to be shared in a day post the event
- Bulk photocopying and backdrops/ signage and any additional back-end support required
- Prepare participants badges, nameplates, backdrops, banners, signage, etc. as necessary
- Ensure a list of the core team with dedicated responsibilities towards – audio, video, travel arrangements like cars, the agency should ideally have long term arrangements with vendors – to be provided to MSDE .

viii. Details of on-site activities to be managed during Events

- Co-ordination with the venue/ hotel personnel for all conference related details
- Make all arrangements at the workshop venue including backdrops, signage, printing and designing of brochure, participant badges, nameplates, registration, media kit, workshop stationery, tea and coffee, lunch, Xerox, audio visual facilities, microphone systems etc.
- Cater to all simultaneous interpretation/ translation requirements for the conference, if required and informed in advance by MSDE.
- Setting up of a Secretariat with all business centre facilities – ushers should be in uniform; register participants, hand over workshop kits; prepare an updated list of delegates using relational database, if required
- Facilitate and set up break away rooms as required for group discussions
- Facilitation desk for assistance throughout the duration of the conference
- Execute the registration process as per the plan
- Ensure the provision of all audio-visual facilities and signage as per the plan
- Provide audio recording facilities as and when required

- Over-all conference and stage/dais management including floral arrangements
- Food and beverage planning for the entire conference
- Help set up a meeting secretariat at venue with computer, printers and IT equipment, photocopier and fax machine, if necessary
- Manage photocopying and distribution of selected documents on site including hard copies of presentations
- Co-ordination of all transportation requirements, as required
- Provision of still/ video photography for the conference as well as editors
- Welcome letters detailing the extent of hospitality to all the participants
- Rapporteur
- Any other event related services

ix. Providing following review and documentation support, post event/ conference

- Ensure timely winding up at the venue by supervising dismantling of installations
- Taking necessary instructions and responding by providing relevant information regarding all organizational and logistics aspects
- Compile and analyze all feedback related to the conference
- Professionally designed report to be created of the event for mass distribution to partners and internally
- Conduct and review a post conference/ event analysis
- Consolidation and submission of the final bills
- Bills to be submitted in two stages – Reimbursements and payment for deliverables
- Thank you letters to participants
- Submit final video and photo documents within 10 days of the event
- Submit detailed report within 10 days of the event

The list is indicative, and the agency may be required to provide more services as required for the program, as per agreed terms and conditions. In addition, it may be noted that the activities will have to be done at different levels including national, state and district levels. Agency must have capacity and flexibility to work at those levels as specified by the scope of work and as determined by MSDE. The project shall be implemented in a multi-stakeholder environment, with stakeholders such as Central ministries, State governments, NSDC, Sector Skills Councils (SSCs), Training Providers, Industry etc.

4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts)

The criteria for selection of the agency will include, inter alia, corporate experience in designing communications strategies and Event/ Workshop management of similar scale and complexity; the quality and experience of key team members, especially those responsible for the strategic and creative elements of the task with proven track record of developing, designing and producing creative contents for multi-faceted mass campaigns, especially those with behavior change aspects, especially in the government and urban context; ability to understand the local and sectoral nuances pertaining to skilling ecosystem, and commitment in terms of the deployment of personnel with knowledge in key functional areas of the task.

The Agency will be expected to report and deploy enough manpower required to successfully deliver the tasks. The Agency must propose separate team for Advocacy and Media activities and Event/ Workshop management activities, except a Team lead/ Project Manager position for the project. An indicative manpower requirement for the project during the entire 3-year duration is shown below:

I. Minimum Key Experts for Advocacy, Media Planning and Implementation:

Sl. No.	Position	Desired Qualification and Work Experience
1	Project Manager/ Team Lead – Media and Event	Post Graduate in Mass communication/ Social work/ MBA or equivalent with 15 years’ proven track record of liasoning / client management, designing, production and execution of mass multi media campaigns and workshops management for Govt. organisation/ PSU. leader in preparing and implementing national-level strategic, media and social communications campaigns that hinge on behavioural and attitudinal transformation; familiarity with Skill, social sector; strong demonstrated Media and Event handling capacity.
2	Creative Director	Post Graduate in Commercial Art / Mass communication/ Social work/ MBA with at least 10 years’ of relevant work experience in heading creative department for advertising / media and communications with demonstrated experience in devising communication campaigns .
3	Traditional Media Specialist (Print/ TV/ Radio etc.)	Post Graduate in Mass communication/ Social work/ MBA/ marketing/ journalism with at least 5 years’ of relevant experience of Mass Media Management for govt. and non-govt. sector..
4	Social Media Specialist -2 nos. (to be deployed in MSDE)	Post Graduate in Mass Media Communication/ MBA in marketing/ journalism preferably knowledge of social media/ media analytics with at least 3 years’ of relevant experience in designing and managing digital media solutions and campaigns for social causes.

II. Minimum Key Experts for Workshops and Event Management:

Sl. No.	Position	Minimum Qualification
1	Event Manager	Any Graduate or higher, preferably Post graduate in travel or event management/ MBA with 15 years of leadership experience in the Events, Travel industry, national/ international conference and workshops management for Govt., non-govt. organisations/ PSU.

2	Manager- Operations	Graduate or higher, preferably MBA in marketing/ travel or event management/ communication with at least 10 years' experience in the operation, marketing role in MICE and hotel Industry. Must have Experience of marketing, social media and operations management for events.
3	Travel/ Logistics Manager	Graduate or higher, preferably MBA/ Post Graduate in travel or event management with at least 5 years of work experience in travel, accommodation, and transport management, ticketing, logistics management etc.

5. Reporting Requirements

- I. **Inception report** -Within 2 weeks of signing of the contract, the Agency should develop a draft Action Plan or Inception report including approach, methodology, broad deliverables and timelines for execution of Advocacy, Media and Event Management Services under SANKALP for 3 years of contract duration period, based on given TOR. These plans will be used to access and monitor the performance of the Agency by MSDE.
- II. **Needs Assessment Report:** Needs assessment to capture an understanding of the type and relevance of communication required to communicate the principal messages of the SANKALP/ Skilling Ecosystem and to identify the relevant Target Groups.
- III. **Workshop/ Training Plan/ Training Calendar** in consultation with MSDE (quarterly/ six monthly).
- IV. **Pre-testing report:** on the creative material of pre-testing in the field and prior to final production and its mass use. This would be a review report on message testing (for its suitability and relevance) for the agency to revise its content based on the results.
- V. **Media Deployment Reports:** would be progress report on key developments in developing and implementing the plan. A monthly analysis of media coverage and viewership, media tracking / telecast report and implementation within 45/60 days the beginning of media buying and completion of each burst of media.
- VI. Submission of reports based on the monitoring framework developed by the Media Agency.
- VII. Report on advocacy, media engagement, outreach and other activities within one month of completion of initiative.
- VIII. The agency will closely monitor the media campaign and submit monthly reports along with implementation status; a consolidated report at the end of each campaign cycle will have to be generated and circulated.
- IX. The agency will regularly give feedback on the outputs of their activities and the reach of the campaign for monitoring learning and evaluation purposes. In case of ineffective or inefficient campaign promotion this process will help revise the next steps.
- X. The agency must track all media for coverage that is a result of their outreach efforts.
- XI. The Agency will hold regular meetings with officials at MSDE and SANKALP-PMU for sharing and discussing program progress, emergent lessons, and outcomes. The frequency of the meetings will be specified by the agency in accordance with the periodic (preferably fortnightly) work plan as agreed upon by MSDE. The date and time for meetings would be intimated through formal communications.

- XII. The Agency will use the reporting formats as agreed by MSDE and follow their accounting and auditing procedures, report on performance and expenditure to MSDE.
- XIII. Final financial and reporting accountability lies with the Agency. It will ensure that proper administrative, contract and financial systems are put in place.
- XIV. The agency will submit **monthly report** in the agreed monthly report format on work progress, media/ advocacy activities, no. of events/ workshops conducted, Financial statement, event/ workshop bills voucher for reimbursement etc. to MSDE.
- XV. Half yearly Report with consolidation of monthly reports with some analytics/ learning/ Best Practices etc. during the period.
- XVI. **Final Project Report:** The agency shall submit a detail final project report with best practices and processes that evolved over a period of 24 months and contribute to knowledge bank of MSDE. Note that, the final payment will be made after acceptance of the final report by the MSDE.

6. Deliverables and Deadlines

The selected agency shall complete and submit the deliverables by the listed due dates/timeframe. Deliverables are to be submitted in both electronic and hard copy format or as directed by MSDE. Please note that, multiple drafts of deliverables shall need to be submitted by the agency to MSDE for review and feedback before the deliverable can be considered final and approved, fulfilling the terms of the contract agreement. All deliverables will be considered final only after the approval by MSDE.

Sl. No.	Deliverables	Timeline/ Deadlines from the date of signing of contract (T0)
1	Action Plan or Inception Report including detailed approach, methodology and workplan for execution of Advocacy, Media and Event Management Services under SANKALP	T0 + 2 weeks
<u>Advocacy, Media Planning and Implementation</u>		
2	Need Assessment and Situational Study Report	T0 + 2 months
3	Communication Framework for National, State and District level including Media mix strategy and Content guidelines/ 360-degree advocacy strategy and work plan	T0 + 3 months
4	Creative Concepts Presentation and agreement by MSDE on proposed Creatives	T0 + 3 months
5	Pilot Testing Report(s) of selected Creative Concepts	T0 + 4 months
6	Report on Final Creative Concept(s)	T0 + 4 months
7	Final Media Deployment or Implementation Plan for National, State and District level	T0 + 4.5 months
8	SOP for Mobilization and Counselling to the outreach teams and Awareness Building Program plan at state and district levels (must include plan for next 2 quarter covering atleast 12 districts)	T0 + 6 months

9	Completion of Awareness Building Program at district level about different skilling program by Govt., Skill Development areas, youth mobilization etc.-six (6) nos. of such programme to be conducted in a quarter in 6 districts.	T0 +9 months (1st deliverable), thereafter every quarter
10	Final IEC and BCC materials to be used in the rural and urban communities in states	T0 + 8 months
11	Monthly Progress Reports – both Media and Event (as stated above in para 5)	Monthly – post media deployment
12	Half yearly reporting with consolidation of monthly reports with some analytics/ learning/ Best Practices etc. during the period	Half Yearly (post Media deployment and IEC implementation activities)
Event/ Workshop Management Services		
12	Workshop/ Training Plan or Calendar	Quarterly or as and when directed by MSDE, within given timelines
13	Flawless organization and coordination of the event training;	As and when directed by MSDE, within given timelines
14	Submission of workshop/ event report	Within 7 days of completion of each event
15	Submission of vouchers/ bills of venue, hotel, food etc. to be reimbursed for each event	Quarterly along with Invoice
16	Final Project Report (both for advocacy, Media and Event services)	within one month of end of project

7. Client's Input and Counterpart Personnel

Give access to all the required documents, correspondence, and any other information associated with the project and as deemed necessary.

8. Copyright

All materials and documentation during the assignment will be the sole property of MSDE.

9. Other Important Points:

- The Agency is expected to setup a functioning team within 2 weeks from the date of signing of the contract
- The agency must assign Project Manager/Team Head who shall be a single point contact to the MSDE from the agency side.
- Representative from the agency should meet the Subject Matter Experts as suggested by MSDE/ SANKALP PMU team during different stages of development of communication tools.
- The agency should have a full-service branch office at Delhi/NCR. If office does not exist in Delhi, it should be setup within 2 weeks of signing of contract.

- The range of products for each campaign which may include TV and radio Public Service Announcement, newspaper advertisement, outdoor designs etc. will be decided by MSDE.
- Each campaign will have a theme and branding, that would be done by the agency.
- The agency may have to develop one or more campaigns during the same time period for which it should deploy adequate team and resources so that the work does not gets hampered.
- The agency must submit relevant documents pertaining to INS Accreditation, DAVP empanelment etc. with their proposals.
- The agency will have a dedicated team to execute this project comprising team members as mentioned in TOR.
- MSDE would monitor standards for each communication tool developed.
- The quality of production will be assured by internal and external quality assurance mechanisms as set out by MSDE.

Details and approximate number of IEC activities to be conducted under SANKALP

(The following minimum creative outputs are required from Agency; however, this **suggestive list is not exhaustive and may vary as per the need of the programs**)

The expected activities/deliverables from the agency could be broadly grouped in two (2) sub groups, already mentioned in the REOI, are: 1. Advocacy, Media Planning and Implementation and 2. Event Management. The agency is expected to deliver all the activities.

1. Advocacy, Media Planning and Implementation

Activities/Deliverables	Sub-activities	Description	Indicative or approximate numbers
i. Advocacy, Media Planning and Implementation			
a. Development of Communication Strategy (One-time Activity)	Needs Assessment and situational Study report	Undertake Need Assessment and Situational Study in program areas in consultation with MSDE, SSDMs and DSCs in a minimum of 10 states with 800 respondents	- One (1)
	Communication Strategy for SANKALP for 2 years (2 nd year Strategy may evolve based on implementation output in year 1)	- Draft Communication Strategy document for SANKALP	- One (1)
	Content and Process	- Development of appropriate Media mix, Content guideline and realignment of content and/or new content as per developed framework and strategy	- Content Guideline in major 8 languages (8) including Hindi and English
	Consultative /Dissemination Workshops	- 4 regional and one National level workshops	- Five (5)
b. Implementation, Management and Documentation of Communication and Outreach Activities (Activity Per Year)	Mass media	- Videos/ Films on targeted interventions - Newspapers advertorials (2000 words)- to be written and translated in various regional language	- Two (2) on different concepts/ area - Six (6)- (Total 6 to be printed in national dailies and leading newspaper and Thirty (30) to be printed in regional language in 30 states)
	Mid-media	- Develop and design adaptation and other media like wall painting	- quantities will be decided as per Media Plan

		<p>out-of-home (OOH), advertising hoardings for across the country</p> <ul style="list-style-type: none"> - Video & Mobile Van - develop digital interactive media platforms for Counselling and Tool Kit for Counselling 	<ul style="list-style-type: none"> - quantities will be decided as per Media Plan - one (1)
	Social Media	<ul style="list-style-type: none"> - Twitter, Facebook, YouTube, Instagram etc. - Day to day management of Social Media platform of SANKALP and supporting content with MSDE, NSDC, SSCs and other agencies 	<ul style="list-style-type: none"> - Operationalization of Social Media unit (2 member team) - Onetime and round the clock for one year.
	Folk & Local media (to be organised across country)	<ul style="list-style-type: none"> - Folk Media - Haats - Mela 	<ul style="list-style-type: none"> - 2 folk troupes with 10 members teams - 20 shows - Stall Operation in Haats for a month (10x10 Collapsible Stall) Minimum 2 Haats in a month) - Branded Mobile Van/ 10x10 Collapsible Stall, Promotional materials, Audio-visuals and two mobilisers for 1 mela in a month
	Documentation	Print & Electronic Documentation, Process Documentation	<ul style="list-style-type: none"> - 10 case studies of 1000 words in English/Hindi - 2 Documentaries /Case studies on best practices (5-8 minutes each)
	Training	Training of SSDM, DSC and District level officials on Communication Strategy and Plans	<ul style="list-style-type: none"> - 10 trainings in 10 different states/regions for one day (ideally to be included as part of regular workshops conducted by MSDE)
a. Printing	Printing and duplication	<ul style="list-style-type: none"> - Printing of manuals and guidelines related to SANKALP 	<ul style="list-style-type: none"> - 40-100 page, multi colour , glossy, multi-lingual, 120 gsm papers- 50 copies for each documents – approx. (approx.. 2-3 in a year)

		- Leaflets and posters	- Multi Colour, Matte,72 GSM, Self Adhesive, A1 size, upto5000 numbers (Minimum)
b. Financial management	Monthly Report	-	Monthly
c. Inventory management	Monthly Report	-	Monthly
d. Others (photography &video etc.)	As and when required	-	NA

Deliverable Vs Payment matrix-detailed Quarter wise Deliverables to be completed/ submitted along with supporting documents by the agency for release of payment

YEAR-1

Sl. No.	Frequency	Deliverables/ Milestone achieved	Supporting documents for release of payment
1	within 2 months of signing of contract	i. Inception Report	Approved Inception report
2		ii. Completion of Need Assessment and Situational Study	Approved Need Assessment and Situational Study Report
3		iii. Workshop Plan or Calendar (if directed and input given by MSDE)	Workshop Plan or Calendar for the period advised by MSDE
4	Quarter 1	iv. Communication Framework for National, State and District level	Approved Communication Framework
5		v. Approved Creative Concept(s)	Approval of MSDE for selected Creative Concept(s)
6		vi. Monthly Progress Reports – including both Media and Event	Monthly Progress Reports
7	Quarter 2	i. Pilot Test of selected Creative Concept(s)	Approved Pilot Test Report
8		ii. Completion of Final Creative Concept(s)	approval of final creative concepts
9		iii. Final Media Deployment or Implementation Plan for National, State and District level	Approval for Final Media Deployment plan for the year
10		iv. SOP for Mobilization and Counselling to the outreach teams at state and district levels	Approval for SOPs
11		v. Plan for Advocacy and Awareness Building Program at state and district levels (must include plan for next 2 quarter covering 12 districts at least).	Approved Awareness Building Program Plan
12		vi. Quarterly Workshop Plan or Calendar (if directed and input given by MSDE)	Quarterly Workshop Plan or Calendar
13		vii. Monthly Progress Reports including Media/IEC/BCC Deployment Reports (Post Media Deployment) and Event reports for the quarter	Monthly Progress Reports with confirmation of completion of Media and Event activities directed by MSDE
14	Quarter 3	i. Completion of Advocacy and Awareness Building Program at district level about different skilling program by Govt., Skill Development areas, youth mobilization etc.-Minimum six (6) nos. of such programme to be conducted in 6 districts.	Advocacy and Awareness Building Program reports minimum for 6 districts, as approved by MSDE
15		ii. Final IEC and BCC materials to be used in the rural and urban communities in states	Approval for final IEC and BCC materials prepared by agency
16		iii. Implementation of IEC/ BCC activities as per approved communication framework and media deployment report during the quarter at national, state and district level	IEC/BCC/ Media implementation report during quarter as approved by MSDE

17		iv. Quarterly Workshop Plan or Calendar (if advised and input given by MSDE)	Quarterly Workshop Plan or Calendar
18		v. Monthly Progress Reports including Media deployment and Event reports for the completed training/ workshops/ events during the quarter	Monthly Progress Reports
19	Quarter 4	i. Completion of Advocacy and Awareness Building Program at district level -Minimum six (6) nos. of such programme to be conducted in 6 districts.	Advocacy and Awareness Building Program reports minimum for 6 districts, as approved by MSDE
20		ii. Implementation of IEC/ BCC activities as per approved communication framework and media deployment report during the quarter at national, state and district level	IEC/BCC/ Media implementation report during quarter as approved by MSDE
21		iii. Quarterly Workshop Plan or Calendar (if advised and input given by MSDE)	Quarterly Workshop Plan or Calendar
22		iv. Monthly Progress Reports including Media deployment and Event reports for the completed training/ workshops/ events during the quarter	Monthly Progress Reports
23		v. Half yearly reporting with consolidation of monthly reports with some analytics/ learning/ Best Practices etc. during the period	Half yearly report

YEAR 2 Onwards:

Sl. No.	Frequency	Deliverables/ Milestone achieved	Supporting documents for release of payment
1	Yearly	Preparation of revised Communication Framework in 2nd Year for National, State and District level, based on outcome of implementation in year 1 (if agreed and advised by MSDE)	Approved Communication Framework for year 2
2	Quarterly	i. Implementation of IEC/ BCC activities as per approved yearly communication framework and media deployment report during the quarter at national, state and district level	IEC/BCC/ Media implementation report during quarter as approved by MSDE
3		ii. Completion of Advocacy and Awareness Building Program at district level-Minimum six (6) nos. of such programme to be conducted in 6 districts.	Advocacy and Awareness Building Program reports minimum for 6 districts, as approved by MSDE
4		iii. Workshop Plan or Calendar (if advised and input given by MSDE)	Workshop Plan or Calendar for the period advised by MSDE
5		iv. Monthly Progress Reports including Media deployment and Event reports for the completed training/ workshops/ events during the quarter	Monthly Progress Reports
6	Half Yearly	Half yearly reporting with consolidation of monthly reports with some analytics/ learning/ Best Practices etc. during the period	Half yearly report

Note:

1. The deliverables mentioned above are not exhaustive and indicative only, which may vary during actual implementation of the contract.
2. The agency must submit approved/ completed deliverables supporting documents for payment (wherever approved document required in above matrix) along with invoice for payment. The approval of each document/ completion of each deliverable shall be provided or confirmed by MSDE.
3. The payment shall be made by MSDE on quarterly basis as per payment terms specified in Special Conditions of Contract at clause no. 13 under Section-6 of RFP.
4. The quarterly payment shall be made only upon completion of all deliverables/ milestones due and directed by MSDE during the quarter.
5. In case of delay in completion of deliverables due during the Quarter, the employer will deduct the payment as per terms and conditions of clause 9 (Liquidated Damages/ Penalty Clause) given in General Conditions of contract under Section-6 of RFO.

The liquidated damages or penalty on payment shall be applicable under following circumstances:

- i. If all due deliverables during the quarter are not submitted/completed as per schedule as specified in SC 13 and Annexure-II of the TOR, the Consultant shall be liable to pay 2% of the total quarterly invoiced amount for delay of each week or part thereof. The submission of partial/ unsatisfactory deliverables shall not be considered for payment.
- ii. If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 15 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to [1]% of total quarterly invoiced amount for every week or part thereof for the delay.

Section 6. STANDARD FORM OF CONTRACT

Retainer and Success (Contingency) Fee Contract

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CONTRACT FOR CONSULTANTS' SERVICES
Retainer and Success (Contingency) Fee Contract

between

Ministry of Skill Development and Entrepreneurship
Govt. of India
3rd Floor, Shram Shakti Bhawan, Rafi Marg,
New Delhi-110001

and

[name of the Consultant]

Dated:

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between the President of India acting through (designation), Ministry of Skill Development & Entrepreneurship (MSDE), Government of India (GOI), 3rd Floor, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001(hereinafter called the “Employer”), of the First Part and, [name of Consultant] (hereinafter called the “Consultant”) of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the “Consultant”).

WHEREAS

- (a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated_____ issued by the Employer ;
- (b) the “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix C: Staffing schedule
Appendix D: Cost Estimates
Appendix E: Duties of the “Employer”
Appendix F: Duties of the Consultant

2. The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by -----

In presence of
(Witnesses)

1. For and on behalf of the President of India
[name of "Employer"]

(i) [Authorized Representative]
(ii)

2. For and on behalf of [name of Consultant]

In presence of
(Witnesses)

(i)
(ii) [Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members
of the Consultant.

[name of member]

[Authorized Representative]

4.[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the consortium/association; and “Members” means all these entities.
- (k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “Third Party” means any person or entity other than the “Employer”, or the Consultant.
- (r) “In writing” means communicated in written form with proof of receipt.

1.2 **Relationship Between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

1.5 **Notices**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 **Location:** The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

1.7 **Authority of Lead Partner:** In case the Consultant consists of a consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

1.9 **Taxes and Duties:** The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

- 1.10.1 **Definitions:** It is the Employer’s policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows: (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer”’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:
 - (i) demobilize, or
 - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

- (d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer”’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the “Employer”’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises

for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

- 3.2.1 **Consultant not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".
- 3.2.2 **Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 **Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 3.3 **Confidentiality:** Except with the prior written consent of the "Employer", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 **Insurance to be Taken out by the Consultant:** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but **on terms and conditions approved by the "Employer"**, insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer"'s request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.5 **Accounting, Inspection and Auditing:** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or

termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

3.6 Consultant’s Actions Requiring “Employer’s Prior Approval: The Consultant shall obtain the “Employer’s prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer”’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the “Employer”: Equipment, vehicles and materials made available to the Consultant by the “Employer”, or purchased by the Consultant wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer”’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

Equipment and Materials Provided by the Consultants: Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General: The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer"'s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

4.4 Removal and/or Replacement of Personnel: (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer"'s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager : If required by the SC, the Consultant shall ensure that at all times during the Consultant’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “Employer”: (a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services .

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer”’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

(a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned in stead of Indian Rupees]

6.3 Terms of Payment The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

- (c) Final Payment : The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the “Employer” within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.
- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.
- (f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

- 7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
- 8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 8.3.** Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages / Penalty

- 9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 9.2 The amount of liquidated damages under this Contract shall not exceed [10] % of the total value of the contract as specified in Appendix D.
- 9.3 The liquidated damages or penalty on payment shall be applicable under following circumstances:
- (a) **If all due deliverables during the quarter are not submitted/completed as per schedule as specified in SC 13 and Annexure-II of the TOR, the Consultant shall be liable to pay 1% of the total quarterly invoiced amount for delay of each week or part thereof. The submission of partial/ unsatisfactory deliverables shall not be considered for payment.**
 - (b) **If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 15 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to [2]% of total quarterly invoiced amount for every week or part thereof for the delay.**

10. Miscellaneous provisions:

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the

Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.

- (vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>“Employer”: M/o Skill Development & Entrepreneurship (MSDE), Government of India, 3rd Floor, Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001</p> <p>Attention: Director, MSDE E-mail: 'deepti.srivastava@nic.in' sankalp.msde@gmail.com</p> <p>“Consultant”:</p> <p>Attention: Email: Phone:</p>
2	1.7	<p>Lead Consultant- Name of Consortium Partner-</p> <p>[Note: If the Consultant consists of a consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC]</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer”: Ms. Deepti Srivastava, Director, MSDE Email- deepti.srivastava@nic.in Phone:011-23465855</p> <p>For the Consultant:</p>
4	2.1	Effectiveness of Contract: from the date of Signing of the contract by both parties
5	2.2	The time period for Termination of Contract for Failure to Become Effective shall be one month

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6	2.3	The time period for Commencement of Services shall be fifteen (15) days from the date of signing of the contract
7	2.4	The Total Contract time period shall be 24 months from the date of signing of the contract . Further extension of the contract shall be considered with mutual agreement of both the parties, depending upon need for continuance of the assignment & performance of the agency.
8	3.4	<p>Limitation of the Consultants' Liability towards the "Employer":</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law".</p> <p>Notwithstanding anything to the contrary, the Consultant's aggregate liability shall be limited to the value of the contract.</p>
9	3.4	<p>The risks and the insurance coverage shall be as follows, namely: -</p> <p>(a) Professional liability insurance, with a minimum coverage of amount equivalent to the total value of the contract including taxes;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the Amended Motor Vehicles Act.</p> <p>(c) Third Party liability insurance, with a minimum coverage of INR 10,00,000;</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																		
		<p>(d) Client’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>																		
10	4.6	<p>{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.}</p> <p>Note: If there is no such manager, delete this Clause SC 4.6.</p>																		
11	{5.1}	<p>Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.</p>																		
12	6.1 (b)	<p>The ceiling in local currency is: [insert amount and currency]</p>																		
13	6.3	<p>Payment will be made based on following milestone achieved, as per frequency specified below upon submission of valid invoice along with supporting documents as specified in the TOR:</p> <table border="1" data-bbox="443 1184 1409 1917"> <thead> <tr> <th data-bbox="443 1184 570 1226">Sl. No.</th> <th data-bbox="570 1184 1052 1226">Deliverable/ Milestone</th> <th data-bbox="1052 1184 1409 1226">Timelines/ Frequency</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 1226 570 1400">1</td> <td data-bbox="570 1226 1052 1400">Submission of Needs Assessment Study and Report - as per scope of services under TOR at sl. 3(I) for Advocacy, Media Planning and Implementation</td> <td data-bbox="1052 1226 1409 1400">within 2 months of signing of contract</td> </tr> <tr> <td data-bbox="443 1400 570 1541">2</td> <td data-bbox="570 1400 1052 1541">Quarterly Retainership fees as per scope of services under TOR at sl. 3(I), for Advocacy, Media Planning and Implementation</td> <td data-bbox="1052 1400 1409 1541">Quarterly, upon completion of deliverables, as defined in TOR at Annexure-II.</td> </tr> <tr> <td data-bbox="443 1541 570 1646">3</td> <td data-bbox="570 1541 1052 1646">Event Management and Training Management fees (Fixed Cost per Event)</td> <td data-bbox="1052 1541 1409 1646">Quarterly for completed no. of Events</td> </tr> <tr> <td data-bbox="443 1646 570 1787">4</td> <td data-bbox="570 1646 1052 1787">Implementation, Management and Documentation of Communication and Outreach Activities as fixed Fee Rate Card (refer Form Fin-4)</td> <td data-bbox="1052 1646 1409 1787">To be paid based on fixed rate card for completed services, on quarterly basis*</td> </tr> <tr> <td data-bbox="443 1787 570 1917">5</td> <td data-bbox="570 1787 1052 1917">Implementation of Event / Workshop Services (Refer Form Fin-6)</td> <td data-bbox="1052 1787 1409 1917">To be paid based on fixed rate card for completed Events, on quarterly basis*</td> </tr> </tbody> </table>	Sl. No.	Deliverable/ Milestone	Timelines/ Frequency	1	Submission of Needs Assessment Study and Report - as per scope of services under TOR at sl. 3(I) for Advocacy, Media Planning and Implementation	within 2 months of signing of contract	2	Quarterly Retainership fees as per scope of services under TOR at sl. 3(I), for Advocacy, Media Planning and Implementation	Quarterly , upon completion of deliverables, as defined in TOR at Annexure-II.	3	Event Management and Training Management fees (Fixed Cost per Event)	Quarterly for completed no. of Events	4	Implementation, Management and Documentation of Communication and Outreach Activities as fixed Fee Rate Card (refer Form Fin-4)	To be paid based on fixed rate card for completed services, on quarterly basis*	5	Implementation of Event / Workshop Services (Refer Form Fin-6)	To be paid based on fixed rate card for completed Events, on quarterly basis*
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SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		*If any additional services/ items (Items which is not included in Fixed Fee Rate Cards) are required for the Implementation and Management of Communication and Outreach Activities and event management services, the agency will propose reasonable rate(s) for such items/ services and same will be paid at mutually agreed rate, upon necessary approvals of competent authority of MSDE
14	6.3	Bank Account of Consultant:
15	8.3	The Arbitration proceedings shall take place in Delhi in India.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – Total COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).