

CONTRACT FOR CONSULTANT'S SERVICES**Lump-Sum**

Project Name Conducting "Gender Study to identify constraints to female participation in skills training and labor market in India" under Skills Strengthening for Industrial Value Enhancement (STRIVE)

IDA Credit No. 5965-IN

Contract No. DGT-35(4)/gender study-strive/2018-NPIU

between

**Directorate General of Training,
Ministry of Skill Development & Entrepreneurship,
Ministry of Skill Development & Entrepreneurship, Government
of India First floor, Kaushal Bhawan, Karol Bagh, New Delhi -
110005**

and

M/s Ernst & Young LLP

Dated: 17/01/2019







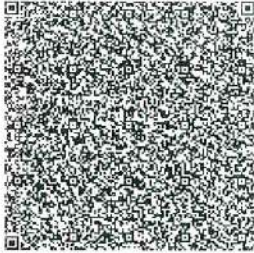
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate Issued Date	: 17-Jan-2019 03:33 PM
Account Reference	: IMPACC (IV)/ dl740903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL74090366623406972455R
Purchased by	: ERNST AND YOUNG LLP
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ERNST AND YOUNG LLP
Second Party	: Not Applicable
Stamp Duty Paid By	: ERNST AND YOUNG LLP
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the ^{21st} 17th day of the month of January 2019, between, on the one hand, Directorate General of Training, Ministry of Skill

ASB

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclsestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Development & Entrepreneurship, Government of India (hereinafter called the "Client") and, on the other hand, *M/s Ernst & Young LLP* (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received credit from the *International Development Association (IDA)* toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the grant agreement or have any claim to the grant proceeds;

NOW THEREFORE the parties hereto hereby agree 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 (including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee (*Not Applicable*)



In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client 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.

For and on behalf of
 Director General (T)/AS
 Ministry of Skill Development & Entrepreneurship, Government of India
 First floor, Kaushal Bhawan, Karol Bagh, New Delhi - 110005


 [Authorized Representative of the Client – name, title and signature]

For and on behalf of M/s Ernst & Young LLP
 Arunkumar Pillai
 Partner.
 Ernst & Young LLP
 Golf View Corporate Tower B, Sector-42, Gurgaon- 122002



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II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Guidelines” means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services

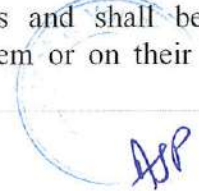


or any part thereof under the Contract.

- (k) "Foreign Currency" means any currency other than the currency of the Client's country.
- (l) "GCC" means these General Conditions of Contract.
- (m) "Government" means the government of the Client's country.
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Local Currency" means the currency of the Client's country.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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



hereunder.

3. Law Governing Contract

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

4. Language

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

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. 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, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

10. Corrupt and Fraudulent Practices

10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.

a. Commissions and Fees

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party 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 or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) 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.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. 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 statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. 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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. 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 makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. 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.

c. Measures to be Taken

17.5. 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.

17.6. 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) calendar 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.

17.7. 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.

17.8. 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 Client, shall either:



- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client 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 request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (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 GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision



Clause GCC 45.1;

- (d) 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) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the
Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar 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) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client 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 Client of the Consultant's notice specifying such breach.

**c. Cessation of
Rights and
Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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 Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services 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 a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.



20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of
Interests**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, 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 Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the



exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 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 non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants 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.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts 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 the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in



Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

**26. Reporting
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights
of the Client in
Reports and
Records**

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment,
Vehicles and**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the



Materials

Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.



31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client



will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**34. Change in the
Applicable Law
Related to Taxes
and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties 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 Contract price amount specified in Clause GCC 38.1

**35. Services, Facilities
and Property of the
Client**

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**36. Counterpart
Personnel**

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client'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 Client shall not unreasonably refuse to act upon such request.

**37. Payment
Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can



be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the SCC.

41.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report I have been



submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 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.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the



provisions specified in the SCC.



II. General Conditions

Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁸;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁹;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹⁰;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹¹;

⁸ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

⁹ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

¹⁰ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.



- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures¹², including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated¹³ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

¹¹ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

¹² A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

¹³ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.



III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Republic of India
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Shri Sanjay Kumar, Director (Project), Directorate General of Training, , Ministry of Skill Development & Entrepreneurship, Government of India First floor, Kaushal Bhawan, Karol Bagh, New Delhi - 110005</p> <p>Attention : Director (Project)</p> <p>Facsimile : +91 11-25804771</p> <p>E-mail (where permitted): sanjay.dget@gmail.com</p> <p>Consultant : M/s Ernst & Young LLP</p> <p>Attention : Mr. Arunkumar Pillai</p> <p>E-mail (where permitted) : arunkumar.pillai@in.ey.com</p>
8.1	NA
9.1	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p>The Director (Project), Directorate General of Training, Ministry of Skill Development & Entrepreneurship, Government of India, First floor, Kaushal Bhawan, Karol Bagh, New Delhi - 110005</p>



	For the Consultant: <i>Mr. Arunkumar Pillai</i>
11.1	The effectiveness conditions are the following: Signing of the contract by both the parties
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 30 days
13.1	Commencement of Services: The number of days shall be 15 days from <i>Contract Signature Date</i> Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be <i>Six Months</i>
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes



23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful 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 style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(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 style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the law applicable in the "Applicable Law"</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful</i></p>
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	<p><i>misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage equal to value of the contract</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 law applicable in India</p> <p>(c) Third Party liability insurance, with a minimum coverage equal to value of contract</p> <p>(d) employer'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>
27.2	<p>The Consultant shall not use these documents, information, reports, data, software or other information for purposes unrelated to this Contract without the prior written approval of the Client.</p>
30.2	<p>Add the following in addition to GCC 30.2 :</p> <p>For each instance of change in key personnel, the following</p>




	<p>undertaking is to be signed, both by the team member being replaced as well as the Firm :</p> <p>“<name of the team member being replaced> is leaving the employment/contract of the <name of Consultant firm> with effect from <date> and will not be used by <name of Consultant firm> for any other assignment for a period of one year. We fully understand that any wrong declaration given by us will attract sanctions under Clause No. <add clause number of F&C clause> of the Contract signed between <name of Client> and <name of Consultant firm> dated <date> for <name of assignment>.”</p>
32.1(f)	<p>(1) All information related to the functioning / background of the project, DGT, ITIs, and other Institutions.</p> <p>(2) Access by the consultants to key officials in the government agencies, local authorities and departments concerned.</p>
38.1	<p>The Contract price is: INR 47,98,666.00 Forty Seven Lakhs Ninety Eight Thousand Six Hundred and Sixty Six Only inclusive of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes is: INR 7,32,000/-</p>
39.1 and 39.2	<p>The Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently</p>

	<p>withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>									
41.2	<p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <table><tr><th>Deliverable</th><th>Timeline</th><th>Percentage Payment</th></tr><tr><td>Acceptance of detailed study work plan and study methodology describing methods for data collection and analysis</td><td>T₀+ 1 month</td><td>10%</td></tr><tr><td>Acceptance of presentation of preliminary findings of the study and recommendations to relevant stakeholders</td><td>T₀+ 3 month</td><td>20%</td></tr></table>	Deliverable	Timeline	Percentage Payment	Acceptance of detailed study work plan and study methodology describing methods for data collection and analysis	T ₀ + 1 month	10%	Acceptance of presentation of preliminary findings of the study and recommendations to relevant stakeholders	T ₀ + 3 month	20%
Deliverable	Timeline	Percentage Payment								
Acceptance of detailed study work plan and study methodology describing methods for data collection and analysis	T ₀ + 1 month	10%								
Acceptance of presentation of preliminary findings of the study and recommendations to relevant stakeholders	T ₀ + 3 month	20%								



	Acceptance of draft study report drafted, submitted with relevant annexes	T ₀ + 5 month	35%
	Acceptance of final study report drafted and submitted with relevant annexes in a dissemination workshop organized by the Consultant	T ₀ + 6 month	35%
41.2.1	<i>Not Applicable</i>		
41.2.4 The accounts are:	Name of Company: Ernst & Young LLP Bank Name: Standard Chartered Bank Bank Address: Narain Manzil, 23 Barakhamba Road, New Delhi - 110001 Bank Account No.1 52205023904 IFSC No. : SCBL0036020		
42.1	The interest rate is: 5% for local currency and London Inter –Bank Offered Rate (LIBOR) plus 1% for foreign currency		
45.1	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is INDIA.]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>Indian Council of Arbitration, India</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Indian Council of Arbitration, India</i> shall appoint, upon the request of either Party and from</p>		

	<p>such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>The Secretary, Indian Council of Arbitrators, India</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Indian Council of Arbitrators, India</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>]. or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p>

	<p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or any of their members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>New Delhi</i></p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>



IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially



incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]



APPENDIX A – TERMS OF REFERENCE

1. Background

The Government of India (GoI) introduced its National Policy for Skill Development and Entrepreneurship in 2015. A policy implementation framework is provided by the National Skill Development Mission (NSDM). The mission reflects the Government's commitment to skilling opportunities for economically disadvantaged/underserved communities and developing a globally competitive workforce. The mission also seeks to shift toward outcome-focused training provision and establishes and enforces cross-sectoral, nationally and internationally acceptable standards for skill training by creating a sound quality assurance framework. The national Skills Strengthening for Industrial Value Enhancement (STRIVE) program has been developed by the GoI with World Bank assistance to incentivize the critical institutional reforms required in the institutional training systems—defined as the Industrial Training Institute (ITI) and apprenticeship—to meet the GoI's commitment to providing skilling opportunities for economically disadvantaged/underserved communities and developing a globally competitive workforce. The key objective of STRIVE is to improve the quality and market relevance of vocational training provided through ITIs and apprenticeship.

Female participation in ITIs, apprenticeship and labor force is extremely low. Although ITIs have a 30 percent reservation of seats for female students, only one out of 10 students is female. Female enrollment rate differs considerably among states. Of the 36 states/UTs, only 8 record a female participation rate of 30 percent and higher, while in 6 states, representing 32 percent of the entire ITI enrollment, the rate is 5 percent or below. Even many women-only ITIs have begun to enroll men to sustain themselves. Further, female enrollment in mainstream engineering trades is almost negligible, with a higher concentration of women in non-engineering trades like dressmaking, computer operations and program assistant, surface ornamentation, and so on. This has led to a gendered dichotomy wherein there are some trades that have only male students and others with all female students. The situation is even worse in apprenticeship training where only around 4 percent of all apprentices are women. The amended Apprentices Act has expanded the range of training programs beyond engineering trades which is likely to increase the participation of women. The overall female labor force participation in India is also extremely low at 31 percent.

The STRIVE program includes various measures to improve female participation in skilling. There are not many incentives for ITIs and industries to remove constraints to low female participation. However, through a performance-based funding approach for ITIs, STRIVE aims to incentivize ITIs to increase their female enrollment rate. Further, grant funding to industry clusters for undertaking apprenticeship will also incentivize industries to increase the number of female candidates. Some of the other measures, such as increased ITI-industry connect, enhanced institutional autonomy, and monitoring of employment outcomes, are expected to improve labor market transition for all students, including female students.



While these measures are designed to incentivize ITIs and industries to take action towards identifying and removing barriers towards participation of women, a systemic understanding of such constraints is missing.

In this context, the Directorate General of Training (DGT), Ministry of Skill Development & Entrepreneurship (MSDE), GoI proposes to undertake a study to determine the demand and supply side constraints for women to undertake skills training and/or be part of apprenticeship initiatives, and thereafter transition into the labor market.

2. Objective of the Assignment

The objective of this consulting assignment is to engage a consultancy firm ("Consultant") to conduct a study to determine the demand and supply side constraints for women in undertaking ITI and apprenticeship training, and thereafter transition into the labor market. Women and girls are highly underrepresented in skills training and employment. The study should also analyze the GoI intervention of setting up Regional Vocational Training Institutes (RVTI) and National Vocational Training Institutes (NVTI) for encouraging women participation in skills training and recommend measures to optimally utilize the infrastructure provided to these institutes in meeting its objectives. To help close the gender gap, the study should diagnose the specific constraints faced by young women in accessing skilling opportunities, particularly through ITIs and apprenticeships, productive work. The study should also provide insights to identify new demand-driven entry points into skilling opportunities and the labor market. The study should focus beyond fields that are traditionally considered female oriented and help identify those non-traditional, high productivity and high wage employment opportunities that young women may pursue.

3. Scope of Services, Tasks (Components) and Expected Deliverables

The Consultant is specifically expected to:

1. Document and analyze constraints faced by women in:
 - a. enrolling at ITIs, both government and private;
 - b. enrolling for apprenticeship training, both fresher training and post-ITI training;
 - c. transitioning from ITIs and/or apprenticeships to the labor market as wage-employed or self-employed and their continuation in the employment;
2. Document and analyze challenges faced by:
 - a. ITIs, both government and private, in mobilizing female candidates and improving female enrollment rates;
 - b. ITIs in reducing the female drop-outs
 - c. Women ITIs in ensuring sustainability;
 - d. industries, in mobilizing female candidates and improving female enrollment rates for apprenticeships and recruitments;
3. Identify demand and supply side interventions required to improve participation of women in ITIs and apprenticeships, and their transition to the labor market.



4. Review and recommend measures to effectively utilize RVTIs (Regional Vocational Training Institute for Women) and NVTI (National Vocational Training Institute for Women) infrastructure to improve women representation in skill training.
5. Identify existing and new skill training areas for women beyond traditional female oriented fields that are lucrative and can provide high wage employment opportunities.

3.1. Methodology

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

- a. Elaborate the gender study methodology and key approaches including the stages of the study, data collection methods, analysis and report writing
- b. Plan and conduct the study on sufficiently large and representative sample to ensure national representation of data and enable urban/rural, age and family income disaggregation of the findings of the study.

The study shall cover pan India. The study should be a quantitative assessment based on the review of available data and reports, and qualitative assessment basis in-depth interviews and focus group discussions (FGDs). The in-depth interviews and FGD should be structured by questionnaires designed by the consultant and reviewed by the DGT.

Mode of data collection envisaged for the study is as follows:

- i. In-depth interviews with Principal/Heads and/ trainers of at least 50 ITIs with reasonable representation from government ITIs, private ITIs, RVTIs (Regional Vocational Training Institute for Women) and NVTI (National Vocational Training Institute for Women).
At least 15 percent out of the total ITIs shall be Women ITIs in addition to all existing Regional Vocational Training Institutes (RVTI) and National Vocational Training Institute (NVTI)
- ii. Administrative data from at least 100 ITIs to document gender differences in enrollment, course/trades selection, pass out rates, disaggregated by urban and rural areas

In-depth interviews and focus group discussions with HR Heads/ Recruitment heads of at least 60 industries/organizations that hire trade apprentices and the sample should have representation of minimum 20 large enterprises, and 40 medium and small enterprises according to Enterprise size classifications as per Ministry of Micro, Small & Medium Enterprises- Government of India.



- iii. Trainee FGDs with an overall sample of at least 200 females. For example, the trainee FGD sample could consist of 20 FGDs with 10 participants in each FGD. The FGDs should cover 10 states, and have representation from various stages of ITI student life cycle such as existing ITI trainees, ITI trainees undergoing apprentices, ITI graduates, applicants to ITI (who didn't join ITI) and ITI drop-outs. For example, the FGDs could be of two types: Type A, consisting of ITI applicants who did not join and ITI drop outs; Type B, consisting of existing ITI trainees, ITI trainees undergoing apprenticeship, and recent ITI graduates.

The sample shall cover at least 10 states/UTs from different geographical locations of India and cover both rural and urban areas. The sample shall aim to capture the diversity of female in terms of age, SC/ST/OBC status, minority status, disability, marital status and rural/urban location. The sample shall also include representation at the trade level, and cover both engineering and non-engineering trades.

- c. The sample selection shall ensure that the results of - in-depth interviews and FGDs are able to elaborate on constraints faced by women enrolling at ITIs, during apprenticeship training and while transitioning from ITIs to the labor market.

Additionally, the sample should enumerate challenges faced by females across entire ITI student life cycle and identify attractive sectors for female employment. The analysis shall also focus on finding the reasons for women not undertaking advance skill training programs, and challenges faced by them in pursuing them. This should also include an analysis of women's workforce participation – both as self-employment and wage-employment.

Sample selection methodology and suggested sample shall be submitted to the DGT for review and approval prior to the commencement of data collection.

- d. The study instruments (questionnaires and agenda for the discussion questions, FGDs etc.) have to be developed by the Consultant and they shall submit the same to the DGT for review and approval prior to the commencement of data collection. The Consultant shall develop appropriate gender-sensitive data collection tools (in English, Hindi and other regional languages if required), and protocols that allow data to be disaggregated by SC, ST, OBC, minority status, disability and age.

The consultant shall also develop a pre-study plan to describe how the information collected from the interviews and FGDs will be systematically analyzed and presented, and submit the same to the DGT for review and comments and approval prior to the commencement of data collection.

- e. Field testing: The interview and FGD instruments will be first piloted and field-tested in two pilot states/UTs before rolling out across other states/UTs to identify any



errors that may be occurring early on. After this, the consultant shall hold a debriefing session with their field team members, and then communicate any problems and areas of clarification to the Team Leader, who will be overall responsible for the study. If any anomaly is discovered, the entire team working on the project will have to be informed and necessary adjustments shall be made to the questionnaires and tools. The designated persons from the DGT will be actively involved during field-testing, and will provide necessary inputs and guidance to the Consultant in finalizing the questionnaires and tools.

- f. Reliability and verification checks: The consultant shall ensure that quantitative data collected from administrative sources is systematically documented and can sustain further reliability and verification checks during data processing. The consultant shall also ensure that transcripts of the interviews and FGDs are documented. Team leader should verify the number of interviews/FGDs, the interview start and end times, and interview length.
- g. Data analysis and consultations with line departments: The consultant shall analyze the data collected. After analyzing the data and coming up with the preliminary findings, the consultant shall organize consultations with the DGT and relevant state governments, line departments and key stakeholders to get their views before preparing the report.
- h. Road Map for development of Gender Action Plan (GAP) for ITIs as a whole to improve the current processes in ITI: The Gender Study should also suggest road map to develop Gender Action Plan (GAP) to help ITIs in identifying demand and supply side interventions which are required to improve participation of women in ITIs and apprenticeships, and enable their transition to the labor market sessions in a gender-sensitive manner.

Road map should also suggest suitable action items for ITIs so that data for gender inclusiveness is periodically gathered and analyzed so that interventions can be accordingly aligned to the gender study.

- i. Report Writing: After consultations, the consultant will prepare the draft study report. Based on the feedback and comments received by DGT and other stakeholders as agreed upon, the consultant shall submit the narrative final report with respective annexes describing all work undertaken during the given assignment.
- j. Dissemination workshop: The consultant Shall organize a dissemination workshop to present the key findings of the report to the DGT, state governments, and other key stakeholders

3.2. Proposed Activity Plan and duration of the Assignment

The Consultant shall follow the following activity plan:



Contract signing and project kick off

- Meetings with the DGT anchor persons
- Desk review, and logistical preparations
- Development of study instruments (such as questionnaires), sampling strategy and pre-study plan
- Submission of study instruments, sampling strategy and pre-study plan to DGT for review and approval
- Field testing of questionnaires / tools in two states/UTs
- Submission of inception report
- Finalization of questionnaire tools
- Data collection in other States/UTs
- Data cleaning and analysis
- Presentation of preliminary findings, and consultation with stakeholders
- Report writing, including feedback from stakeholders
- Submission of draft report to DGT
- Submission of final report to DGT
- Dissemination workshop

The Consultant shall complete the study in six months from the start date of the consultancy.

4. Team Composition & Indicative/Desirable Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)

The Consultant is advised to deploy sufficient manpower required to deliver the assignment. An indicative man-power requirement for the assignment is as below:

Designation	Number of Positions	Indicative/ Desirable Qualification	Experience	Estimated Person Months
1. Key Experts				
Team Leader	1	Master's degree or higher in management, economics, social science or equivalent discipline.	At least 10 years of experience in designing and leading assessment studies in TVET/ education sector in general and preferably related to women training in skills in India. Experience leading studies based	Equivalent to 0.5 person month per month



Designation	Number of Positions	Indicative/ Desirable Qualification	Experience	Estimated Person Months
			on in-depth interviews and FGDs or mixed method studies	
Senior Analyst	1	Master's degree or higher in social science, gender studies or equivalent discipline.	At least 10 years of experience in conducting / performing detailed qualitative analysis through FGDs and depth interviews (preferably related to gender based or social work studies). With proficient knowledge of qualitative tools..	Equivalent to 0.5 person month per month
Analyst - Qualitative	1	Master's degree or equivalent in management, economics, statistics or equivalent; Bachelor's degree in Engineering/Technology in core trades (Civil / Electrical / Mechanical), Social sciences or equivalent discipline;	At least 5 years of experience in managing data processing, data assurance and data transfers in studies, interviews or FGDs in India is desirable.	Equivalent to 1 person month per month
Analyst-Statistical	1	Master's degree or equivalent in management, economics, statistics or equivalent; Bachelor's degree in Engineering/Technology in core trades (Civil / Electrical / Mechanical), Social sciences or	At least 5 years of experience in managing data processing, data assurance and data transfers in studies, interviews or FGDs in India is desirable	Equivalent to 0.5 person month per month



Designation	Number of Positions	Indicative/ Desirable Qualification	Experience	Estimated Person Months
		equivalent discipline With proficient knowledge of statistical software.		
2. Non- Key Experts				
Field Team Members*	6**	Bachelor's degree in Engineering/Technology or social science, gender studies or equivalent discipline; Preference would be given to Master's degree or equivalent in social work or equivalent discipline. Good knowledge of local language(s).	At least 2 years of experience in implementing studies, interviews or FGDs and managing fieldwork for such studies in India is desirable	Equivalent to 3 person months per month

** A pool of 6 Field Team Members from different disciplines and languages as per requirement may be engaged by the Consultant for conducting interviews or FGDs and the on-field team size can be selected from this pool and deployed as per the need. However, the total effective engagement time during the course of study will be equivalent to 3 person months per month.

* The estimated number of personnel in the pool of Field Team Members is tentative and the Consultant may deploy personnel based on the requirement and deliverable timelines.

The Team Leader shall be responsible for training and managing Field Team Members, supervising all interviews, focus group discussions and supervising quality control protocols. It is important that the Field Team Members should be trained on gender issues, and if possible, use local female team members to collect the data from female respondents. Field team members should know local language(s) for facilitating communication. Before the start of data collection, comprehensive three-day training should be conducted for the team members to learn about the studies, sampling methodology, respondent selection and data collection techniques, and gender issues.

5. Reporting Requirements and Time Schedule for Deliverables/ Completion of tasks



The selected Consultant is expected to produce the following deliverables within specified timelines against which payments will be released as follows:

Deliverable	Timeline	Percentage Payment
Acceptance of detailed study work plan and study methodology describing methods for data collection and analysis	T ₀ + 1 month	10%
Acceptance of presentation of preliminary findings of the study and recommendations to relevant stakeholders	T ₀ + 3 month	20%
Acceptance of draft study report drafted, submitted with relevant annexes	T ₀ + 5 month	35%
Acceptance of final study report drafted and submitted with relevant annexes in a dissemination workshop organized by the Consultant	T ₀ + 6 month	35%

6. Client's Input and Counterpart Personnel including Data and Facilities to be provided by Client

The Client will give access to all the required data, documents, correspondence, and any other information associated with the project and the assignment as deemed necessary.

7. Composition of review committee to monitor consultants work

Assistant Director of Training (ADT), Directorate General of Training (DGT) will be the anchor person from DGT to support, follow up and monitor the study. ADT, DGT will closely follow up with the Consultant and provide necessary guidance during the training of field team members, questionnaire development, field testing, data collection, data analysis, consultations, preparation of study report, and organization of the dissemination workshop. The designated person ADT, DGT will also provide all necessary support to the Consultant to ensure effective work in India and access to ITIs, enterprises and other stakeholders. This support includes logistical assistance, provision of relevant information and documents, facilitation of contact to ITIs, enterprises and other stakeholders, and organization of meetings and stakeholder workshops. The designated persons will update their respective organizations on status and progress of the study and seek their inputs on a weekly basis.

8. Reporting

The agency shall work closely with the designated anchor person (ADT) in DGT task team on STRIVE.

9. Copyright



All study materials and data from the study including the final report shall be the sole property of the DGT. The Consultant shall submit all the materials, secondary and primary, including the filled questionnaires, collected for the purpose of the study to The Director (C & P), DGT.

A circular blue ink stamp is located in the bottom right corner of the page. The word "Enclave" is written in a circular path around the perimeter of the stamp. In the center of the stamp, there is a handwritten signature in blue ink that appears to be "ASP".

APPENDIX B - KEY EXPERTS

N	Name	Expert's input (in person/month) per each Deliverable (list in TECH-5)						Total time input (in - Months)		
		Position		D -1	D- 2	D- 3	D- 4	Home	Field	Total
Key Experts										
K-1	Neeraj Seth	Program Lead	Home	1	0.5	0.5	1	3		3
			Field	-	-	-	-		0	
K-2	Vijay Gupta	Senior Analyst	Home	1	0.5	0.5	1	3		3
			Field	-	-	-	-		0	
K-3	Priyambda Triptahi	Analyst - Qualitative	Home	1.5	1.5	1.5	1.5	6		6
			Field	-	-	-	-		0	
K-3	Garima Dhir	Analyst – Statistical	Home	0	0.5	2	0.5	3		3
			Field	-	-	-	-		0	
Non Key Experts										
FS 1	TBD	Field Team Member	Home	-	-	-	-	0		3
			Field	-	2	1			3	
FS 2	TBD	Field Team Member	Home	-	-	-	-	0		3
			Field	-	2	1			3	
FS 3	TBD	Field Team Member	Home	-	-	-	-	0		3
			Field	-	2	1			3	
FS 4	TBD	Field Team Member	Home	-	-	-	-	0		3
			Field	-	2	1			3	
FS 5	TBD	Field Team Member	Home	-	-	-	-	0		3
			Field	-	2	1			3	
FS 6	TBD	Field Team Member	Home	-	-	-	-	0		3
			Field	-	2	1			3	



Curriculum Vitae (CV)

Team Leader

1.	Position Title and No		K-1, Team Leader	
2.	Name of expert		Dr. Niraj Seth	
3.	Date of Birth	1 April 1959	Country of Citizenship/Residence	India
4.	Education			
Name of Institution		Degree(s) or Diploma(s) obtained		Dates attended (YY-YY)
Jamia Milia Islamia, India		Ph.D from Department of Social Work		2002
University of Delhi, India		Masters in Social Work from Department of Social Work		1980-1982
Lady Irwin College, Delhi University, India		B.Sc. Child Development (Hons.)		1977-1980
5.	Employment Record			
Period		Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
From	To			
2009	Till Date	Associate Partner, Ernst & Young LLP References: Arunkumar Pillai, Partner, EY Tel.: +919871749700 Email: arunkumar.pillai@in.ey.com	India	<ul style="list-style-type: none"> ▶ Ensure Quality on the assignment being delivered ▶ Conducted stakeholder consultations with concerned government officials and other experts to understand the progress of the projects ▶ Undertook projects aiming at deep research in gender related issues such as school education, child protection and



				<p>education needs of the urban poor</p> <ul style="list-style-type: none"> ▶ Undertaken projects on impact assessment in the developing and under-developed countries such as Syria, Vietnam and Nepal ▶ Undertook projects on the primary education, human capital development, skill gap studies, social sector analysis
2007	2009	<p>Manager, KPMG Advisory Services Pvt. Ltd.</p> <p>References: Parul Soni, Ex-Associate Director and Practice Head South Asia (Now Global Managing Partner at Thinkthrough Consulting)</p> <p>e-mail : psoni@weconnectinternational.org,</p>	India	<ul style="list-style-type: none"> ▶ Building and fostering interdepartmental, intergovernmental and joint public-private partnerships and initiatives that support corporate and community development sustainability objectives ▶ Providing professional, long range and strategic planning and operational guidance to local and multinational agencies on gender inclusion and gender sensitivity ▶ Planning, procuring and implementing capacity building and training programmes on CSR and sustainability across the industry, academia and government
2003	2006	<p>Education Theme Leader, KPMG Advisory Services Pvt. Ltd.</p> <p>References: Parul Soni, Ex-Associate Director and Practice Head South Asia (Now Global Managing Partner at Thinkthrough Consulting)</p>		<ul style="list-style-type: none"> ▶ Policy Advocacy to strengthen public school education with special focus on rights of girl child ▶ Advocacy and project delivery related to persons with disability



		e-mail : psoni@weconnectinternational.org,		
1995	2003	Senior Program Officer, Rajiv Gandhi Foundation (RGF) References: To be provided on request	India	<ul style="list-style-type: none"> ▶ Led the Women and Child Development Unit where she worked with different organizations to develop livelihood related programs for women ▶ Develop and scale up programmes for children in difficult circumstances especially for children residing in conflict areas ▶ Led a scholarship programme that provided scholarship to children who had lost their parents in conflict ▶ Developed psychosocial support programme for women affected by conflict in J&K.
1985	1995	School Social Worker cum Counselor, Springdales School, Delhi References: To be provided on request	India	<ul style="list-style-type: none"> ▶ Direct intervention with children to address their problems -personal, academic ▶ Developed and execute remedial programmes for children residing in urban slums and villages and children with visual impairment ▶ Developed a programme for students with learning difficulties.
6.	Membership in Professional Associations and Publications	<ul style="list-style-type: none"> ▶ NET exam for Lectureship eligibility conducted by UGC ▶ Former member of Indian Association for Family Therapy ▶ Certificate Program on International Perspectives on Participatory Research and Evaluation, India, 2006 		
8.	Language			
	Language	Reading	Speaking	Writing
	English	Proficient	Proficient	Proficient
	Hindi	Proficient	Proficient	Proficient
Adequacy for the Assignment:				



Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<p>At least 10 years of experience in designing and leading assessment studies in TVET/ education sector in general and preferably related to women training in skills in India.</p> <p>Experience leading studies based on in-depth interviews and FGDs or mixed method studies</p>	<p>1. Name of assignment or project: Research study on women's needs and aspirations Year: 2015 Location: Andhra Pradesh, Delhi/NCR, Karnataka, Maharashtra and Telengana Main Project Features: Adopting an integrated skilling and job placement/ enterprise start up approach, the project aimed to create linkages between education & skills and employment & growth in India and support young women progress towards economic empowerment Position held: Team Leader Activities performed:</p> <ul style="list-style-type: none"> ➤ Led the team to undertake the following set of activities <ul style="list-style-type: none"> ○ An exhaustive exercise of secondary literature review to identify the current needs, barriers and challenges of woman entrepreneurs in the country. ○ development of relevant tools and analysis framework ○ Basis the review, developed a framework capturing indicators were used to undertake the study. ○ Drafting of the document with findings from the research study included. ➤ Provided recommendations for implementing the program. ➤ An outcome of this study was development of a skill development program by UNDP <p>2. Name of assignment or project: Skills Development for Inclusive Growth (ADB Funded project) Year: 2014 Location: Pan India Main Project Features: The Asian Development Bank provided capacity development technical assistance grant to the National Skill Development Corporation (NSDC) of India. The project aimed at reinforcing and building the capacity of the National Skill Development Corporation (NSDC) so that it can strengthen India's skills ecosystem by facilitating public private partnerships. The grant aimed at assisting NSDC to develop the capacities of Sector Skill Councils (SSCs) for the healthcare and construction sectors Position held: Gender and social inclusion expert Activities performed:</p>



- Primary Interactions with various stakeholders working in the construction and health sector to examine prospects for skill development for women
- **Trainee cohort study through in depth interviews for assessing the nature of challenges faced by women** with regard to access to skill development programs in Healthcare Sector (General Duty Attendants course) and Construction Sector (Mason courses)
- Undertook **detailed analysis of global skill development models and best practices to provide recommendations for overcoming the barriers** to access of skill development opportunities
- **Designed gender focused mobilisation plan:** training centre visits and providing specialised training to mobilisers and facilitators on interaction and communication techniques for approaching young girls and their families, especially for socially and economically disadvantaged segment

3. Name of assignment or project: Comprehensive Assessment of School Education (Primary, upper primary and secondary) including Mid-Day Meal in Madhya Pradesh

Year: Ongoing

Location: Madhya Pradesh

Main Project Features: Project commissioned by State Planning Commission, Government of Madhya Pradesh to assess progress of education promotion program such as Sarva Shiksha Abhiyan, Rashtriya Madhyamik Shiksha Abhiyan and Mid Day Meal Scheme, with a special focus to measure the learning outcomes of the children with major focus on gender wise literacy levels.

Position held: Team Leader

Activities performed:

- Designed and supervised the execution of assessment across districts of the state covering more than 100,000 respondents including students, parents, concerned officials, resource persons
- Developed a gender focused framework providing recommendations for enhancing the impact of the schemes on the girl child
- **Planned and executed social awareness and gender sensitisation sessions for female students in schools under the study** on topics such as constitutional rights of the women, policies and programs for education of women, domestic violence prohibition act, legal provisions concerning sexual violence against women etc.

4. Name of assignment or project: Supporting livelihood programs for women

Year: 2002

Location: Assam, Manipur, Mizoram, Sikkim, UP, MP, Odisha, Maharashtra

Main Project Features: UNDP embarked on a new proof-of-concept



initiative “*Creating Employment Entrepreneurship Opportunities for Women in India*” that aimed to reach young women by providing them with necessary skills and knowledge for employment or entrepreneurship. Through an integrated skilling and job placement/ enterprise start up approach, the project aimed to create linkages between education & skills and employment & growth in India and support young women progress towards economic empowerment. Project was commissioned to undertake a research study to identify strategies for creating employment and entrepreneurship opportunities for women across five states in India.

Position held: Team Leader

Activities performed:

- Program design for **mainstreaming gender empowerment**
- A contextual analysis, including an in-depth assessment of the demographics, market, and other actors of 8 states
- Design and execution of advocacy and awareness program with active involvement of local NGOs and civil society organisations
- Sensitization and training to women and their families about savings plans and joint decision making
- regarding income

5. Name of assignment or project: Supporting Human Capital Development in Meghalaya

Year: 2012

Location: Meghalaya

Main Project Features: Supporting Human Capital Development in the State of Meghalaya was a program that was being designed by Asian Development Bank (ADB) in consultation with Government of India and Government of Meghalaya. The project aimed to enhance employability of the youth in Meghalaya through results based skill development and improved learning outcome at secondary and higher secondary level.

Position held: Gender and Education Expert

Activities performed:

- Prepare Gender Inclusion Plan , provide inputs enhancement of skills and career enhancement capabilities of female school teachers
- Assess the current M&E systems of the relevant Departments of the Meghalaya government (Education, Labor and Employment), and suggest ways of strengthening them in the context of the proposed ADB project
- Prepared a consultation detailed survey at State, Districts and School/Households level to map the socio economic profile, assess skill gaps and identify training requirements for the school teachers
- Prepare detailed sector assessment reports for Skill Development focusing on and Secondary education & teachers training components



	<p>6. Name of assignment or project: Roadmap to develop entrepreneurship program for persons with disability</p> <p>Year: 2010</p> <p>Location: Delhi</p> <p>Main Project Features: Facilitated research to develop a roadmap for entrepreneurship development among persons with disability</p> <p>Activities performed:</p> <ul style="list-style-type: none"> ➤ Situational analysis of entrepreneurship among persons with disability ➤ Identification of barriers to development of entrepreneurship ➤ Suggesting partnerships for promoting entrepreneurship <p>7. Name of assignment or project: Evaluation of World Bank funded Vocational Training Improvement Programme (VTIP)</p> <p>Year: 2011</p> <p>Location: Delhi</p> <p>Main Project Features: The program was conceptualized to improve the provision of vocational training in the country by improving the quality of training, bringing about systemic changes and suggest policy changes. It is being funded by the World Bank and is a joint program of the World Bank and Directorate General Employment and Training of the Government of India being implemented in 33 States and UTs. EY was engaged to conduct a management review of VTIP. The study was carried out across 6 sample states in India to assess the institutional, financial and procurement related inputs and provide feedback on the three key areas mentioned above.</p> <ul style="list-style-type: none"> ➤ Interaction with the DGET and World Bank to understand the nuances of the program. ➤ Primary data collection in Assam, Uttarakhand, Gujarat and Tamil Nadu to understand the challenges faced at the national, state and institutional levels. ➤ Understand the measures taken/not taken at various levels to ensure access by girls and students from the disadvantaged sections to formal courses run by the ITI s. ➤ The study examined the efficacy of the innovations introduced in the institutes and how they have leveraged these to the advantage of students. <p>Appropriate recommendations were made to improve the implementation of the program in the next phase.</p>
9	Expert's contact information:
	<p>E-mail : Niraj.Seth@in.ey.com</p> <p>Phone : +91 9818 340571</p>
	Certification
	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation</p>



	described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank	
	Niraj Seth	Signature
	Name of Expert	Date
	03.10.2018	
	ArunKumar Pillai	Signature
	Name of authorized Representative of the Consultant	Date
	03.10.2018	



SENIOR ANALYST

1.	Position Title and No	K-2, Senior Analyst		
2.	Name of expert	Vijay Gupta		
3.	Date of Birth	1 January 1968	Country of Citizenship/R esidence	India
4.	Education			
	Name of Institution	Degree(s) or Diploma(s) obtained		Dates attended (YY-YY)
	Georgetown University, Washington DC, USA	M.A. Economics (ABD)		1991-1994
	University of Delhi, Delhi	B.A. Economics		1986-1989
5.	Employment Record			
	Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
	From	To		
	2018	Till Date	Senior Manager References: Prashant Sinha, Director, EY Tel.: +91-9910001689 Email: Prashant1.Sinha@in.ey.com	India
				<ul style="list-style-type: none"> ▶ Undertook econometric analysis for various research studies which includes the Global Skill Gap study and the Skill Gap Analysis for the road sector ▶ Qualitative and quantitative data analysis for the data collected through primary surveys conducted ▶ Defining variables for undertaking skill gap studies
	2016	2018	Independent Consultant Consultant and Corporate trainer References: To be provided on Request	India
				<ul style="list-style-type: none"> ▶ Undertook several capacity building sessions with corporates and private organisation for analytics, big data, labour market economics, econometrics, machine learning, Credit Scoring, international Development. ▶ Key clients for capacity building: HP, ANZ Grindlays, iQuanti,



2006	2009	Self Employed (Aegis Global, India, Tata Consultancy Service, GITEC Germany, University of Ontario Institute of Technology (UOIT, Synagoge Analytics, India) Independent Consultant	India and Canada	<ul style="list-style-type: none"> ▶ Corporate training program for : R, Python, Tableau, and SPSS, domain-specific data visualization & collection tools. ▶ The UOIT Canada teaching project (for a class of 69) used SPSS and Excel for a course on Criminology Statistics. ▶ Assisted in developing reporting systems for BPO workforce management data ▶ Worked with TCS in drafting and publishing of SPSS for Beginners <ul style="list-style-type: none"> ○ Also worked with TCS to create self training modules in 7 statistical methodologies ○ Training of trainer in SPSS
2005	2006	Blackstone Group Knowledge Center Vice President, Blackstone	India	<ul style="list-style-type: none"> ▶ Led a team of data miners, statisticians, econometricians in conducting market research and survey analysis using Quantum, SPSS, SAS, including SAS Eminer and the visualization tools of SAS, SPSS, and Microsoft Excel.
2005		Bearing Point Statistics and Eco's Advisor to Iraq Reconstruction References: To be provided on Request	Iraq	<ul style="list-style-type: none"> ▶ Created a plan with Government of Iraq to rebuild central statistical organisations which supports census data analysis of the Government ▶ Wrote "Predicting Coups and Civil War using Multi-stage GMM, IV Probit, Fan Polynomial Kernel Regressions, and other techniques", Government of Iraq. ▶ Conducted analytics to support changes of the "Oil-for-Food" program to a market driven social support system
2003	2004	Canadian International Development Agency Health Economics Consultant References: To be provided on Request	India	<ul style="list-style-type: none"> ▶ Statistical analysis and capacity building for HIV/AIDS project in South Asia. ▶ Project team was trained in sampling, creating survey instruments, analyzing data using SPSS, and reporting the results.



				<ul style="list-style-type: none"> Collection of small-sample data and qualitative inputs through focus groups and analyse the results to understand the trends
1996	2003	The World Bank Consultant References: To be provided on Request	USA	<ul style="list-style-type: none"> Technical Assistance and Capacity Building in statistics, econometric modelling, risk & sensitivity analysis for international clients Project document drafting support-- PCD, PAD, and PIP. Built SMART Monitoring & Evaluation systems. Economic feasibility analysis for projects General econometric and statistical empirical research Labour market analysis and building macroeconomic forecasting models Projects for Latin American Countries <ul style="list-style-type: none"> Research on primary education outcomes in Brazil Analysis of trade data from MERCOSUR nations Projects for Africa <ul style="list-style-type: none"> Extensive support to Zambia TEVET project Labor market analysis; preparation of PCD, PAD, PIP; economic and financial analysis; cohort surveys, and; monitoring and evaluation. Projects for Middle Eastern North America: <ul style="list-style-type: none"> Building macroeconomic forecasting models Lebanon Skills Development project appraisal Project design and appraisal for Egypt Skills Development Egypt Water & Irrigation project



					<ul style="list-style-type: none">○ Research project in collaboration with Kuwaiti Institute of Scientific Research Extensive capacity building for Sultanate of Oman○ Analysis of returns to female education in MENA
1995	1998	Graduate Public Policy Institute, Georgetown University, Washington DC	Statistics Advisor (Part time), , USA	USA	<ul style="list-style-type: none">▶ Taught statistics, econometrics, SPSS, and LIMDEP▶ Statistics advisor for 100 thesis projects annually
1995	Apogee Inc. ,Maryland USA References: To be provided on Request	Consultant,	USA	<ul style="list-style-type: none">▶ Database creation and data mining of Housing and Urban Development (HUD) data to develop intelligence and lists of poorly performing mortgages▶ Environmental Protection Agency project on protozoan water-pathogens: predicting levels of pathogens after events like flooding; estimating the cost effectiveness and benefit of alternative water purification option▶ Literature review on the impact of spending on transportation infrastructure on US productivity per worker since 1970	
6.	Membership in Professional Associations and Publications	<ul style="list-style-type: none">▶ Authored and produced (with a small team) e-books on analytics (DigitalRiver Publishing USA, 2004)<ul style="list-style-type: none">○ SPSS For Beginner: Over 400,000 users in over 140 nations, across a 100 fields. Reference guide in premier academic and consulting organizations and utilized by many corporations, including World Bank staff.○ Interpreting Regression Output— used in hundreds of universities○ Making Charts, Statistical and Financial Analysis with Microsoft Excel			
8.	Language				



	Language	Reading	Speaking	Writing
	English	Proficient	Proficient	Proficient
	Hindi	Proficient	Proficient	Proficient

9. Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
At least 10 years of experience in conducting/performing detailed qualitative analysis through FGDs and depth interviews (preferably related to gender based or social work studies). With proficient knowledge of qualitative tools.	<p>1. Name of assignment or project: Data Analytics training for multiple corporates Year: 2006 Location: Delhi Main Project Features: Capacity Building in data analysis, statistic, machine learning for corporations Activities performed:</p> <ul style="list-style-type: none"> ➤ Trained a group of 20 midlevel analysts and executives with HP for R, advanced statistics and machine learning ➤ ANZ Grindlays : Training to 30+ mid to high level executives for credit scoring and econometric model ➤ IQuanti : Provided training on 3 month module of data processing, text mining, statistical modelling and web and digital database management ➤ Genpact : Worked with several clients to develop M&E, KPI layer and assisted in implementing on tools like BI objects and SAS <p>2. Name of assignment or project: Consulting Services for Assessment of Job Potential and Skill Development Needs in the Road Sector Year: 2018 Location: Delhi Main Project features: Consulting Services for Assessment of Job Potential and Skill Development Needs in the Road Sector Activities Performed:</p> <ul style="list-style-type: none"> ➤ Undertook sample assessment of the of the age profile, educational qualifications, and current skill profile of various stakeholders which include technical and secretarial personnel at different levels in the government and engineering, technicians and managers involved in the road sector. ➤ Current assessment of the jobs likely to be created in the next five years for stakeholders in the workforce specific to the road sector ➤ Undertook assessment of the current employment situation in the sector and the existing skill gap arising in the sector ➤ Development of a frame work to ensure coverage of the existing skill gap in the sector



- ▶ Undertook workshops and proposed solution to cover up the existing skill gap resulting in the road sector

3. Name of assignment or project: Tech Mahindra

Year: 2009-2015

Location: India

Activities Performed:

- ▶ Designed the **comprehensive analytics framework for BI architecture** which include backend data process link such as **UPC, data integration, data quality, data manipulation** being linked to the front end reporting dashboards which are statistical and machine managed
- ▶ He streamline the **business due diligence/ business requirement documents** with clients
 - Obtaining business requirements and ascertaining corresponding data requirements
 - Identify the complex data mining and cleaning requirement to make the data comparable
 - Pipeline creation with regard to required reports and analysis
- ▶ Build capacity of the team for appropriate **KPI/M&E and visualisation dashboards**
 - Defining the correct KPIs to be projected on the BI tool
 - Identifying appropriate visualisation tools and working with BI and data management team
 - Leveraging of technology such as SAS and cognose
- ▶ Worked extensively with the **Telecom unit to design an IT infrastructure** to track live data to identify the challenges with regard to the call drop during peak hours. Managed more than 30 million data points
- ▶ Worked with Mahindra Insurance : Led the team through successful conversion of “text” data points to digital database
 - Identify fraud cases and genuine cases through machine led algorithms
 - Managed more than 2 million data points

4. Name of the assignment or project: World Bank Supported : Egypt - Skills Development Project for a proposed loan of US \$ 5.5 million : Project design and appraisal

Year: 1998

Location: Egypt

Main Project Features: The Skills Development Project was to assist the Government in the implementation of a pilot program to stimulate the private sector demand for skills training development, through a demand-driven, and competitively-based mechanism.

Activities Performed:

- ▶ He was a part of the **project appraisal team at World Bank** for financing the **TVET project for Egypt worth US\$ 5.5million under loan** financing model to Arab Republic Of Egypt
- ▶ Undertook feasibility tests, what if analysis using statistical and Monte Carlo simulation and spreadsheet analysis on excel and crystal ball



- Established cost benchmarks using econometric models and financial analysis on government and private provider financial data and job market employment and wages for demand-driven training by the government and private training providers and suggested funding patterns to strengthen the institutional capacity of the project intermediaries. Various tools used for analysis-- SAS, SPSS, and client database.
- Undertook feasibility test and what-if analysis
- Cost effective analysis based on successful pilots and reducing market failures(demand-supply failure)
- Undertook sectoral financial management risk analysis
- Built macroeconomic forecasting models for :
 - Involving the private sector
 - Improving the market relevance of public funding of training.

Improving overall efficiency of training

5. Name of the assignment or project: World Bank Supported : Returns to the socio-economic reforms to formal literacy and impact on children's welfare

Year: 1997

Location: Middle East and North Africa

Main Project Features: The research aimed at studying the impact of female education of a household. The study examined how the returns to female literacy were much higher than that of men and the factors effecting dropout rates of students in primary schools.

Activities Performed:

- Commissioning of surveys in Middle East and the North African region to understand the education, income and job levels across various households
- Undertake statistical and econometric analysis across the secondary data collected as a primary research to the study
- Undertake qualitative and quantitative data analysis on the data collected through the primary surveys commissioned across the
- Variable biases which the study was conducted included female education in the household, income levels in the house hold
- Study was conducted on primary school dropout rates for students for houses where women were educated against where women were educated
- Study was conducted on the cultural attitude of various societies for women in comparison to the men

6. Name of the assignment or project: World Bank Supported : Lebanon - Skills Development Project for a proposed loan of US \$ 63 million : Project design and appraisal

Main Project Features: The Skills Development Project was to assist the Government in the implementation of a pilot program to stimulate the private sector demand for skills training development, through a demand-driven, and competitively-based mechanism.

Activities Performed:

- Undertook risk sensitivity analysis and project appraisal for sanctioning the project using SAS, Excel, VBA, and Crystal Ball on data of beneficiaries from



- Built a **system for tracking and monitoring** the results of pilot projects, by specific training delivery approach.
 - **Provided advanced analytics support** on all the 3 components of financing :
 - Institutional Strengthening and Institution Capacity Building by obtaining and using **labour market socio economic data**
 - Improvement of relevance, responsiveness and quality of training
 - Improving the delivery mechanisms
- 7. Name of the assignment or project:** World Bank Supported : Republic of Zambia - Technical Education Vocational And Entrepreneurship Training (Tevet) Development Program for a proposed loan of US \$ 25 million : Project design and appraisal

Year: 1999

Main Project Features: The project development objectives were to develop a high-quality, sustainable, demand-driven, and equitable TEVET system. Specifically, it was intended to: (i) raise the quality of the training system; (ii) make the system more sustainable; (iii) make the system more demand-responsive; and (iv) make the system more equitable

Activities Performed:

- **Cost benefit analysis and feasibility of the test for the project on indicators such using Excel, VBA, Crystal Ball**
- **Prepared the analytics infrastructure using SPSS along with existing datawarehouse stack of client.**
- Supported the development of an information system which for:
 - Gathering, validating, analysing and disseminating data and information on the labor market and the TEVET system
 - Providing key inputs for decision making in training institutions and firms
 - Producing a set of indicators to monitor progress in implementation and TDP's socioeconomic impact

Extensive support to Zambia TEVET project: Labor market analysis; preparation of PCD, PAD, PIP; economic and financial analysis; cohort surveys, and; monitoring and evaluation

- 8. Name of the assignment:** Research project in collaboration with Kuwait Institute of Scientific Research And Extensive capacity building for Sultanate of Oman (Ministry of Finance)

Year: 1999

Location: Oman and Washington DC

Activities Performed:

- Created **an economic and statistics analytics team** for the Sultanate of Oman and assistance in building policies to improve employment among those in the 18-25 age cohort
 - Designed **skill need assessment methodology** for Kuwait and Oman and identified key informants for the data collection process
 - Identified tools and software for quantitative and qualitative analysis (SPSS, Atlas Ti etc)



	<ul style="list-style-type: none"> ○ Supervised in preparation of a detailed country profile : Demographic and socio-economic indicators, identified key industries and growth areas, identified geographical clusters for the large, medium, small and micro industries in the countries, endowment factor analysis of the countries etc ○ Designed and administered a 360 degree field assessment through primary data collection with the use of semi structured interview schedules, FGDs and workshops across multiple stakeholders Government officials, industry players, Employed and Unemployed Youth, Labour Unions, Training institutes etc <p>➤ Based on the above, provided analytical justification for the World Bank and USAID' decision to increase spending on the improvement of female literacy in Middle East using data analysis using SAS and SPSS.</p> <p>➤ Analysed census and industrial data for Government of Oman and trained Ministry and Government officials with regard to giving an orientation of what software/hardware should be leveraged, what skills are required and what personnel should be hired</p> <p>Helped in policy interventions which were made as a part of the comprehensive reforms that achieved the result which helped more youth to obtain meaningful employment</p> <p>9. Name of the assignment: USAID funded project "Iraq Economics Governance II"</p> <p>Year: 2015</p> <p>Location: Iraq</p> <p>Main Project Features: The project aimed to create a pension system reform in Iraq through developing, monitoring and evaluating social safety net programs , pension reforms and other social development policies along with capacity building of and training of Government employees working with labour and public services administration</p> <p>Activities Performed:</p> <ul style="list-style-type: none"> ➤ Created a plan with Government of Iraq to rebuild central statistical organisations which supports census data analysis of the Government ➤ Provided support for reform of food security program using poor quality historical data which was analysed and to determine the correct level of income subsistence ➤ Conducted analytics to support changes of the "Oil-for-Food" program to a market driven social support system. ➤ Designed a VBA-Crystal Ball-Excel model that captures the long-term dynamics of pension systems. Designed a risk control system for the pension fund. ➤ Wrote "Predicting Coups and Civil War using Multi-stage GMM, IV Probit, Fan Polynomial Kernel Regressions, and other techniques", Government of Iraq. ➤ Also contributed to projects for reforming the banking system of Iraq ➤ Helped in framework development of special projects in the socio-economic space for Deputy PM of Iraq ➤ Prepared a system to capture the operational modalities of the pension scheme in terms of its viability and sustainability <p>Prepared a dashboard across 17 central Ministries for tracking of their socio economic programs</p>
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10	Expert's contact information:								
	E-mail : <u>vgupta1000@yahoo.com</u> Phone : +91-9828033627								
	Certification								
	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank</p> <table border="1"> <tr> <td>Vijay Gupta Name of Expert</td><td>Signature</td><td>03.10.2018 Date</td></tr> <tr> <td>ArunKumar Pillai Name of authorized Representative of the Consultant</td><td>Signature</td><td>03.10.2018 Date</td></tr> </table>			Vijay Gupta Name of Expert	Signature	03.10.2018 Date	ArunKumar Pillai Name of authorized Representative of the Consultant	Signature	03.10.2018 Date
Vijay Gupta Name of Expert	Signature	03.10.2018 Date							
ArunKumar Pillai Name of authorized Representative of the Consultant	Signature	03.10.2018 Date							

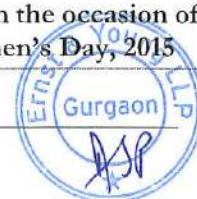


ANALYST-QUALITATIVE

1.	Position Title and No	K-3(1), Analyst		
2.	Name of expert	Priyambda Tripathi		
3.	Date of Birth	2 April 1982	Country of Citizenship/Residence	India
4.	Education			
	Name of Institution	Degree(s) or Diploma(s) obtained	Dates attended (YY-YY)	
	Tata Institute of Social Science, Mumbai	Ph. D	2019(Pursuing)	
	Tata Institute of Social Science, Mumbai	Masters in Social Work, Specialized in Social Welfare Administration	2004-2006	
	Patna University	B.A.(Hons.) Economics	1999-2002	
5.	Employment Record			
	Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
	From	To		
	2018	Till Date	India	▶ Senior Consultant for Project on Job Potential and Skill Development Needs in Highways, Transport and Logistics for Ministry of Road Transport and Highways ▶ Design of Survey Tools, data collection, Analysis and Formulation of report
	2015	2018	India	▶ Project Management: Large Scale Labor Market Studies which entailed procurement, stakeholder's management and quality assurance Projects include – Environment Scan of 24 high priority sectors, District Action Plan of 21 Coastal Districts for Ministry of Shipping, Skill gap of 6 Union Territories;



				<ul style="list-style-type: none"> ▶ Networking and partner with Think Tanks (Collaboration with Deakins University and IFMR) ▶ Monitoring and Impact Evaluation: Bid management and formulation of TOR for PMKVY2.0 ▶ Policy Advocacy: Formulated Policy Paper on Measuring Indicators of Skill to introduce new variables to measure skills in the Periodic Labour Force for NSSO and NSRD, ▶ Formulated White Paper on Gender and Skills for Ministry of Statistics and Program Implementation ▶ Involved in formulation of Gender Strategy Plan for NSDC
2013	2015	<p>Consultant</p> <p>Reference: Mr JNL Srivastava, Ex Agriculture Secretary and Managing Trustee, IFFCO Foundation</p> <p>Mobile: 09868217711</p>	India	<ul style="list-style-type: none"> ▶ Formulation of Technical Reports which include Process Guideline for Setting up Skill Development Centre, published article on Financing Skill Development and Vocational Training ▶ Labour Market Studies: Conducted Skill Gap study of Abohar(Punjab) for Surinder Jhakhad Trust so that Trust could open a training centre in Abohar, Punjab This included development of survey tools, guidelines for FGD, execution of survey in a sample of Government and Private ITI as well as Higher Secondary schools, conducting FGD with youth across selected villages and FGD with Farmer's association and members of cooperative to understand the perspective of family on vocational training, qualitative and quantitative data analysis and report formulation ▶ Policy Advocacy: Formulated background paper and organized national level conference on "Role of Cooperatives in Skill Development" ▶ Formulated background paper and organized national conference on Gender Equality on the occasion of International Women's Day, 2015



				<ul style="list-style-type: none"> ▶ Training: Organized Leadership training of IFFCO and IFFDC Women Directors and members of cooperative (more than 1000 women members and directors of UP, MP and Uttaranchal trained)
2010	2012	Project Manager Reference: Mr Sanjeev Asthana Founder NSFI and Agriculture Sector Skill Council Mob: 09818119304	India	<ul style="list-style-type: none"> ▶ Conducted Base line study to understand skill gaps and recommend context specific livelihood for FICCI. This included design of survey tools, quality assurance of data collected, analysis and presentation to client (FICCI) ▶ Formulated YES Bank Knowledge report on Hi Value Agriculture through secondary data analysis ▶ Conducted Roundtable of ITP's in Delhi in partnership with FICCI ▶ Conducted Study on Situational Analysis of dairy farmers of Rajasthan for NDDB through primary data collection. The study entailed design of survey tools, quality assurance of data collected, analysis, report writing and presentation to client ▶ Lead Researcher for study on status of small farmers in UP and Bihar for global project on Small Producer agency in Globalized market for International Institute for Environment and Development, London ▶ Formulated Policy draft and presented in Planning Commission as part of recommendations for working group on Agriculture Marketing for development of Twelfth Five Year Plan
2008	2010	Research Associate, Reference: Ms Sharon Bureau	India	<ul style="list-style-type: none"> ▶ Ethnographic study on Customer level market insight to understand rural consumer behaviour for new product design (Micro Finance)



		Director IFMR LEAD Mob: 09600058993		<ul style="list-style-type: none"> ➤ Data collection of 100 life stories of rural Indians across Bihar through ethnographic method ➤ Transcription of data, coding and analysis using content analysis method of qualitative research ➤ Preliminary investigation through interviews of SME's in auto component and pre-engineered building solutions sector with respect to study on Impact of improved health and safety conditions on productivity and working conditions of labour in small enterprises: The study was led by Prof Antoinette Schoar (MIT), Prof Raj Kamal Iyer (Amsterdam University) and Prof Rema Henna (Harvard University). The assignment included design of data collection tools, data collection analysis and report writing
2007	2008	Campaign Manager Reference: Lysa John, Global Campaign Director - GCAP Mumbai INDIA Mob: +91 9768 131 615	India	<ul style="list-style-type: none"> ➤ Campaign management and media advocacy on Millennium Development Goals in UP for United Nations Millennium Campaign
2006	2007	Program Coordinator Reference: Rd. Sanjay Kumar, India Country Director, Lakshmi Mittal South Asia Institute, Harvard University Mob: 9811306780	India	<ul style="list-style-type: none"> ➤ Implemented Swarna Jayanti Grameen Swarojgaar Yojana for the State of Bihar ➤ Conducted Scoping study on Health and Education Facilities in Bareilly for home-based workers for Ethical Trading Initiative. This included design of survey tools, execution of Focus Group Discussions with youth involved in embellishment work in Bareilly district of UP, data analysis and formulation of report
6.	Membership in Professional Associations and Publications	<ul style="list-style-type: none"> ➤ Training on Randomized Impact Evaluation (Research Methodology), SPSS and Atlas Ti ➤ Completed First and Second Modular Workshop on Qualitative Research Theory and Practice, Quantitative Research Theory and Practice from TISS Mumbai ➤ Paper presentation on Marketing Strategy of Farmer Producer Company at the Conference on "Emerging Themes in Strategy" organized by MDI, Gurgaon in 2016 		



		➤ Paper Presentation at 59th Indian Society of Labour Economics Conference on the theme “Informality and Labour Market” organized by Indian Society of Labour Economics in 2017		
7.	Language			
	Language	Reading	Speaking	Writing
	English	Proficient	Proficient	Proficient
	Hindi	Proficient	Proficient	Proficient

8. Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
At least 5 years of experience in managing data processing, data assurance and data transfers in studies, interviews or FGDs in India is desirable.	<p>1. Name of assignment or project: Analyst (Market Analytics and Impact) Year: 2015 Location: Delhi Activities performed:</p> <ul style="list-style-type: none"> ➤ Undertook the coastal skill gap study to address skill gap in ports and maritime sector in these 21 coastal districts under the ministry of shipping ➤ As a part of the study conducted field visits, in depth interviews to understand the current skill gaps and the endangered jobs. Along with which also ensured the quality of the report ➤ Undertook a skill gap assessment of the 6 Union Territories. The study involved data collection through structured interviews, focused group discussions with various stakeholders. Also undertook the quality assurance of the report ➤ Policy Advocacy: Formulated Policy Paper on Measuring Indicators of Skill to introduce new variables to measure skills in the Periodic Labour Force for NSSO and NSRD, ➤ Formulated White Paper on Gender and Skills for Ministry of Statistics and Program Implementation ➤ Involved in formulation of Gender Strategy Plan for NSDC ➤ Implementing Impact Evaluation of PMKVY 1 and CB scheme of Ministry of DONER which include case study, process mapping and evaluation of scheme guideline, stakeholder mapping and understanding impact on beneficiary, enterprise and society, Formulated Terms of Reference for Impact Evaluation Framework of Skill Training centres under PMKVY 2.0, Corporate Social Responsibility, PMKK and Fee Based Training Model, ➤ Worked on Note on Gender and Skills for publication Men and Women in India 2016, MOSPI <p>2. Name of assignment or project: Consultant, IFFCO Foundation</p>



Year: 2013

Location: Delhi

Activities Performed:

- ▶ Labour Market Studies: Conducted **Skill Gap** study of Abohar(Punjab) for Surinder Jhakhad Trust so that Trust could open a training centre in Abohar, Punjab This included development of survey tools, guidelines for FGD, execution of survey in a sample of Government and Private ITI as well as Higher Secondary schools, conducting FGD with youth across selected villages and FGD with Farmer's association and members of cooperative to understand the perspective of family on vocational training, qualitative and quantitative data analysis and report formulation
- ▶ Formulated **Process Guideline for Setting up Skill Development Centre** through field visits and primary data collection (50 interviews of senior management and team members of Top private training providers and RSETI). It was released at 7 th Global Skills Summit organized by FICCI
- ▶ Formulated background paper and organized national conference on Gender Equality on the occasion of International Women's Day, 2015

3. Name of assignment or project: Project Manager, National Skills Foundation of India

Year: 2010

Location: Delhi

Activities Performed:

- ▶ Conducted **Base line study to understand skill gaps and recommend context specific livelihood for FICCI**. This included design of survey tools, quality assurance of data collected, analysis and presentation to client (FICCI)
- ▶ Conducted Study on **Situational Analysis of dairy farmers of Rajasthan for NDDDB** through primary data collection. The study entailed design of survey tools, quality assurance of data collected, analysis, report writing and presentation to client
- ▶ Lead Researcher for study on status of small farmers in UP and Bihar for global project on Small Producer agency in Globalized market for International Institute for Environment and Development, London

4. Name of assignment or project: Research Associate,







Year: 2008

Location: Chennai

Activities Performed:

- ▶ **Ethnographic study on Customer level market insight to understand rural consumer behaviour** for new product design (Micro Finance)
- ▶ Data collection of 100 life stories of rural Indians across Bihar through ethnographic method
- ▶ Transcription of data, coding and analysis using content analysis method of qualitative research
- ▶ Preliminary investigation through interviews of SME's in auto component and pre-engineered building solutions sector with respect to study on Impact of improved health and safety conditions on productivity and working conditions of labour in small enterprises: The study was led by Prof Antoinette Schoar (MIT), Prof Raj Kamal Iyer (Amsterdam University) and Prof



	<p>Rema Henna (Harvard University). The assignment included design of data collection tools, data collection analysis and report writing</p> <p>5. Name of assignment or project: Program Coordinator</p> <p>Year: 2006</p> <p>Location: Delhi</p> <p>Activities Performed:</p> <ul style="list-style-type: none"> Implemented Swarna Jayanti Grameen Swarojgaar Yojana for the State of Bihar Conducted Scoping study on Health and Education Facilities in Bareilly for home-based workers for Ethical Trading Initiative. This included design of survey tools, execution of Focus Group Discussions with youth involved in embellishment work in Bareilly district of UP, data analysis and formulation of report 						
9	Expert's contact information:						
	<p>E-mail : Priyambda.Tripathi@in.ey.com</p> <p>Phone : +91-9828033627</p>						
	Certification						
	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank</p> <table border="1"> <tr> <td> <p>Priyambda Tripathi</p> <p>Name of Expert</p> </td><td>  <p>Signature</p> </td><td> <p>03.10.2018</p> <p>Date</p> </td></tr> <tr> <td> <p>ArunKumar Pillai</p> <p>Name of authorized Representative of the Consultant</p> </td><td>  <p>Signature</p> </td><td> <p>03.10.2018</p> <p>Date</p> </td></tr> </table>	<p>Priyambda Tripathi</p> <p>Name of Expert</p>	 <p>Signature</p>	<p>03.10.2018</p> <p>Date</p>	<p>ArunKumar Pillai</p> <p>Name of authorized Representative of the Consultant</p>	 <p>Signature</p>	<p>03.10.2018</p> <p>Date</p>
<p>Priyambda Tripathi</p> <p>Name of Expert</p>	 <p>Signature</p>	<p>03.10.2018</p> <p>Date</p>					
<p>ArunKumar Pillai</p> <p>Name of authorized Representative of the Consultant</p>	 <p>Signature</p>	<p>03.10.2018</p> <p>Date</p>					



ANALYST-STATISTICAL

1.	Position Title and No	K-3(2), Analyst		
2.	Name of expert	Garima Dhir		
3.	Date of Birth	2 May 1990	Country of Citizenship/R esidence	India
4.	Education			
	Name of Institution	Degree(s) or Diploma(s) obtained		Dates attended (YY-YY)
	Indira Gandhi Institute of Development Research (IGIDR)	Ph. D(Economics)		2018(Submitted)
	Indira Gandhi Institute of Development Research (IGIDR)	MSc (Economics)		2010-2012
	University of Delhi	BA(Hons.) Business Economics		2007-2010
5.	Employment Record			
Period		Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
From	To			
2017	Till Date	Senior Consultant, EY LLP References: Prashant Sinha, Director, EY Tel.: +91-9910001689 Email: Prashant1.Sinha@in.ey.com	India	<ul style="list-style-type: none"> ▶ Study and predict the job scenario in the five sectors of Healthcare, Education, Construction, Transportation & Logistics ,Tourism & Hospitality in order to identifying the key skilling needs, and recommending a strategy towards developing the workforce of the future. ▶ Support the collection and harmonization of data from socio-economic sources, examine statistics and indicators to draw conclusions and present results in visually intuitive formats



				<ul style="list-style-type: none"> ➤ Administer data calls and surveys, and applying quantitative methods to produce new insight and analytical products; ➤ Support processes related to collecting, verifying, redacting, normalizing, and otherwise processing data received from multiple sources; ➤ Support the development quantitative models, methodologies, and business processes using statistical packages such as SAS, Stata, and related programs;
2017	2018	<p>RIS, Ministry of External Affairs, Government of India, IBSA Fellow</p> <p>India, Brazil and South Africa (IBSA) Economic Integration RIS, Ministry of External Affairs, Government of India, IBSA Fellow</p> <p>India, Brazil and South Africa (IBSA) Economic Integration</p> <p>References: To be Provided on Request</p>	India	<ul style="list-style-type: none"> ➤ Provide Inputs to fortify economic integration between India, Brazil and South Africa ➤ Analysed the economic evolution of IBSA economies in terms of trade and level of employment ➤ Measured the extent and potential of participation of IBSA countries in Global Value Chains ➤ Identified over 200 products with the potential to export for IBSA countries
2016	2017	<p>IGIDR & DGCI&S, Researcher</p> <p>References: To be Provided on Request</p>	India	<ul style="list-style-type: none"> ➤ Constructed a time series of annual Indian Input-Output Database for the entire economy from 1999-00 to 2012-13 ➤ Annual Input-Output table were not available for India ➤ Economy wide disaggregated estimated for domestic value added content in India's exports were not available for India



2016	2017	IGIDR & EXIM Bank of India, Research Assistant References: To be Provided on Request	India	<ul style="list-style-type: none">➤ Measured the number of jobs supported by India's Exports using Input-Output Analysis➤ Computed the employment supported by India's exports of agriculture, industry and service products Employment from direct and indirect, through both backward and forward linkages was provided
2012	2013	Management Trainee, Business Intelligence Unit, ICICI Bank,	India	<ul style="list-style-type: none">➤ Analyse and predict the consumer behaviour for Privilege Banking Customer base➤ Undertook consumer behaviour analysis and portfolio analysis for designing products and marketing tools➤ Strategized and implemented new business model based on demographic and financial behaviour of customer portfolio
6.	Membership in Professional Associations and Publications	<ul style="list-style-type: none">➤ Participation of IBSA Countries in Global Production Networks", RIS Discussion Paper Series (forthcoming)➤ "Forging Collaborations and Evolving Strategies for Infrastructure Development", RIS Discussion Paper #230➤ "Make What in India?" in S. Mahendra Dev (Ed.) India Development Report, 2017, Oxford University Press, New Delhi.➤ Domestic Value Added Content of India's Exports: Estimates for 112 Sectors, 1999-2000 to 2012-13" IGIDR Working Paper Series, WP2017-008➤ India's Export Potential of Unskilled Labour-Intensive Manufactures: A Comparative Analysis" in C. Veeramani and R Nagaraj (eds) "Trade and Industrial Development in India: Emerging Trends, Patterns and Issues", Orient Blackswan		
7.	Language			
	Language	Reading	Speaking	Writing
	English	Proficient	Proficient	Proficient
	Hindi	Proficient	Proficient	Proficient

8. Adequacy for the Assignment:



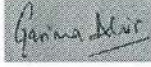
Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<p>At least 5 years of experience in managing data processing, data assurance and data transfers in studies, interviews or FGDs in India is desirable</p>	<p>1. Name of assignment or project: Year: 2017 Location: Delhi Activities Performed:</p> <ul style="list-style-type: none"> ➤ Studied the employment scenario related to highway construction, with special focus on National Highways ➤ Projected the number of jobs that would be generated due to construction and maintenance of national highways between 2017 and 2022 under the Bharatmala Program ➤ Computed the Ribbon employment associated with highway construction ➤ Calculated direct, indirect and induced employment associated with Bharatmala Project across all the Indian states for the period of 2017-18 to 2021-22 <p>2. Name of assignment or project: Report on Future of Jobs Year: 2017 Location: Delhi Activities performed:</p> <ul style="list-style-type: none"> ➤ Study and predict the job scenario in the five sectors of Healthcare, Education, Construction, Transportation & Logistics ,Tourism & Hospitality in order to identifying the key skilling needs, and recommending a strategy towards developing the workforce of the future. ➤ Support the collection and harmonization of data from socio-economic sources, examine statistics and indicators to draw conclusions and present results in visually intuitive formats ➤ Administer data calls and surveys, and applying quantitative methods to produce new insight and analytical products; ➤ Support processes related to collecting, verifying, redacting, normalizing, and otherwise processing data received from multiple sources; ➤ Support the development quantitative models, methodologies, and business processes using statistical packages such as SAS, Stata, and related programs; <p>3. Name of assignment or project: India, Brazil and South Africa (IBSA) Economic Integration, Fellow Year: 2017 Location: Delhi Activities Performed:</p> <ul style="list-style-type: none"> ➤ Provide Inputs to fortify economic integration between India, Brazil and South Africa



	<ul style="list-style-type: none"> ➤ Analysed the economic evolution of IBSA economies in terms of trade and level of employment ➤ Measured the extent and potential of participation of IBSA countries in Global Value Chains ➤ Identified over 200 products with the potential to export for IBSA countries <p>4. Name of assignment or project: Project Manager, Year: 2016 Location: Delhi Activities Performed:</p> <ul style="list-style-type: none"> ➤ Constructed a time series of annual Indian Input-Output Database for the entire economy from 1999-00 to 2012-13 ➤ Annual Input-Output table were not available for India ➤ Economy wide disaggregated estimated for domestic value added content in India's exports were not available for India <p>5. Name of assignment or project: Research Associate, Interlinkages Between Exports and Employment in India Year: 2016 Location: Delhi Activities Performed:</p> <ul style="list-style-type: none"> ➤ Measured the number of jobs supported by India's Exports using Input-Output Analysis ➤ Computed the employment supported by India's exports of agriculture, industry and service products ➤ Employment from direct and indirect, through both backward and forward linkages was provided <p>6. Name of assignment or project: Business Intelligence Unit, ICICI Bank Year: 2006 Location: Mumbai Activities Performed:</p> <ul style="list-style-type: none"> ➤ Analyse and predict the consumer behaviour for Privilege Banking Customer base ➤ Undertook consumer behaviour analysis and portfolio analysis for designing products and marketing tools ➤ Strategized and implemented new business model based on demographic and financial behaviour of customer portfolio
9	Expert's contact information:
	E-mail : Garima.Dhir@in.ey.com Phone : +91-9167318856
	Certification
	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I



understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank

Garima Dhir Name of Expert	 Signature	03.10.2018 Date
ArunKumar Pillai Name of authorized Representative of the Consultant	 Signature	03.10.2018 Date



APPENDIX C – BREAKDOWN OF CONTRACT PRICE

FORM FIN-3

BREAKDOWN OF REMUNERATION

A. Remuneration						
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate		Time Input in Person/Month (from TECH-6)	INR
	Key Experts					
K-1	Neeraj Seth	Team Lead	(Home)	3,08,889	3	9,26,666
			(Field)	3,08,889	0	0
K-2	Vijay Gupta	Senior Analyst	(Home)	2,06,667	3	6,20,000
			(Field)	2,06,667	0	0
K-3	Priyambda Tripathi	Analyst- Qualitative	(Home)	1,23,333	6	7,40,000
			(Field)	1,23,000	0	0
K-4	Garima Dheer	Analyst Quantitative	(Home)	1,80,000	3	5,40,000
			(Field)	1,80,000	0	0
K-5	6 Field Surveyors	Field Surveyors	(Home)	1,80,000	0	0
			(Field)	1,80,000	3	5,40,000
	Total Costs					33,66,666



Form Fin-4

Breakdown of Reimbursable Expenses

B. Reimbursable Expenses					
No.	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	INR
Key Experts					
1	Per diem allowances	Day	1,500	50	75,000
2	Flights / train/ buses (To & Fro)	Ticket	10,000	50	5,00,000
3	Hotel Accommodation	Room	4,500	10	45,000
4	Local Travel	Month	25,000	2	50,000
5	Miscellaneous Expenses	Month	5,000	6	30,000
Total Costs					7,00,000

Legend:

"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence.

