F.No. SD-12012/10/2017-ENNN Government of India Ministry of Skill Development and Entrepreneurship (MSDE)

328, Shram Shakti Bhawan, New Delhi - 110001 Date: 08.02.2021

OFFICE MEMORANDUM

Subject: Request for Proposal (RfP) for "Appointment of Independent Monitoring Agency in National Skill Development Fund (NSDF) to monitor the activities undertaken by National Skill Development Corporation (NSDC)" - reg.

The undersigned is directed to refer to the REOI of even number dated 21.09.2020 for "Appointment of Independent Monitoring Agency in National Skill Development Fund (NSDF) to monitor the activities undertaken by National Skill Development Corporation (NSDC)" and to state that the proposals received in this regard have been evaluated by the Consultancy Evaluation Committee (CEC) constituted for the said purpose. The CEC has recommended for issuing RFP to the two technically qualified bidders namely (i) SBI Capital Market Ltd.; and (ii) Vistra ITCL (India) Ltd.

2. The RFP annexed herewith is accordingly issued to SBI Capital Market Ltd. and Vistra ITCL (India) Ltd. with a request to kindly ensure timely submission of their bids in the prescribed format outlined in the RfP please.

> (Lendup Sherpa) Under Secretary to the Govt. of India Tel: 23465892

Encl. As above.

To:

- 1. SBI Capital Markets Limited; and
- 2. Vistra ITCL (India) Limited.

Copy for information to:

- 1. PPS to Additional Secretary, MSDE cum CEO, NSDF; and
- 2. Director (NSDF).

GOVERNMENT OF INDIA MINISTRY OF SKILL DEVELOPMENT & ENTREPRENEURSHIP NATIONAL SKILL DEVELOPMENT FUND

Request for Proposal (RfP) for "Appointment of Independent Monitoring Agency in National Skill Development Fund (NSDF) to monitor the activities undertaken by National Skill Development Corporation (NSDC)"

RfP ref. no.	SD-12012/10/2017-ENNN
RfP issuance date	8 th February, 2021
Last Date and Time for receipt	17 th February, 2021 by 1300 hours
of request for clarifications	<i>E-mail</i> ID: lendup.sherpa@nic.in
Last Date and Time for	1 st March, 2021 till 1130 hours
submission of Proposals	
Date and Time for opening of	1 st March, 2021 at 1500 hours
Proposals	
Contact Persons for Queries	Under Secretary, MSDE
	Tel. 011-23465892
	e-mail ID: lendup.sherpa@nic.in

Key dates and information

DISCLAIMER

The information contained in this RFP Document or subsequently provided to Consultants or Applicants whether verbally or in documentary form by or on behalf of Under Secretary (Shri Lendup Sherpa), MSDE or any of their employees or advisors, is provided to the Consultants on the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the NSDF to any party other than the Applicants who are qualified to submit the Bids ("Bidders").

The principle (purpose) of this RFP Document is to provide the Bidder(s) with information to support the formulation of their Proposals. This RFP Document does not purport (claim) to contain all the information each Consultant may entail (require).

This RFP Document may not be apposite (appropriate) for all persons, and it is not possible for the NSDF or its employees to consider the objectives, financial situation, and particular needs of each Consultant who reads or uses this RFP Document. Each Consultant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

NSDF or its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the precision (accuracy), reliability or completeness of the RFP Document. The NSDF may in their absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP Document.

S. No	Particulars	Page #
SECTION 1.	LETTER OF INVITATION	6
SECTION 2.	INSTRUCTIONS TO CONSULTANTS	
А.	General Provisions	
1.	Definitions	7
2.	Introduction	8
3.	Conflict of Interest	8
4.	Corrupt and Fraudulent Practices	9
5.	Eligibility	10
В.	Preparation of Proposals	
6.	General Considerations	11
7.	Cost of Preparation of Proposal	11
8.	Language	11
9.	Only One Proposal	11
10.	Proposal Validity	11
11.	Documents Comprising the Proposal	12
12.	Amendment of RFP	12
С.	Submission, Opening and Evaluation	
13.	Submission of Proposals	13
14.	Confidentiality	13
15.	Deadline for submission	13
16.	Preliminary examination	13
17.	Evaluation of Technical Proposals	14
18.	Scoring Methodology	15
19.	Financial Evaluation	16
D.	Negotiations and Award	
20.	Negotiations	17
21.	Conclusion of Negotiation & Award	17
22.	Right to accept/reject any or all Bids	17
SECTION 3.	TERMS OF REFERENCE	
23.	About Ministry of Skill Development & Entrepreneurship	18
24.	About National Skill Development Fund (NSDF)	19
25.	About National Skill Development Corporation (NSDC)	20
26.	Independent Monitoring Agency (MA)	21

TABLE OF CLAUSES

S. No	Particulars	Page #
SECTION 4.	OTHER PROVISIONS	
27.	Furnishing Performance Bank Guarantee	22
28.	Schedule of Payments	22
29.	No Claim	23
30.	Intellectual Property Rights	23
31.	Standard of Performance	23
32.	Confidentiality	23
33.	Termination and suspension of Contract	23
34.	Force Majeure	24
35.	Arbitration and Jurisdiction	25
SECTION 5.	Annexure I-RFP Proposal	
Tech 1	Power-of-attorney for signing of bid	26
Tech 2	Proposal Submission Form	27-28
Tech 3	Formats for compliance of Eligibility criteria	29-30
Tech 4	Consultant Organization & Experience	31
Tech 5	Approach, Methodology, & Work Plan with reference to TOR	32
Tech 6	Team composition, Key experts with CVs	33-34
Tech 7	Self-declaration – No conviction	35
Tech 8	Self-declaration- No Court cases or Arbitration	36
Tech 9.	Net worth Certificate	37
Tech 10.	Turnover Certificate	38
Tech 11.	Funds administration Certificate	39
Tech 12.	No. of Employees certificate	40
	Annexure II-RFP Proposal- Financial quote	41

ABBREVIATIONS/ ACRONYMS

The following abbreviations and acronyms have been used in this document.

ACRONYM	DESCRIPTION
EMD	Earnest Money Deposit
GoI	Government of India
IMA	Investment Management Agreement
KPI	Key Performance Indicators
MSDE	Ministry of Skill Development & Entrepreneurship
МА	Monitoring Agency
NPA	Non -Performing Asset
NBFC	Non -Banking Financial Company
NSDF	National Skill Development Fund
NSDC	National Skill Development Corporation
PBG	Performance Bank Guarantee
PMKVY	Pradhan Mantri Kaushal Vikas Yojna
RBI	Reserve Bank of India
RFP	Request for Proposal
SSC	Sector Skill Council
TEC	Technical Evaluation Committee
TP	Training Partner
QCBS	Quality and Cost Based System

SECTION 1. LETTER OF INVITATION

New-Delhi, Date: 8th February, 2021.

- 1) *National Skill Development Fund (NSDF), the client,* invites proposals for appointment of Independent Monitoring Agency (MA) to monitor the activities undertaken by NSDC. More details on the Services are provided in the Terms of Reference (Section 3).
- 2) The MA will work in coordination with the CEO, NSDF. The agencies responding to this bid will be evaluated against suitable criteria, but not limited to Qualification of personnel, proven skills in the fields of credit appraisal/restructuring/NPA resolution, Prior experience of working on relevant projects and Prior experience in project monitoring.
- 3) The MA will submit the quarterly report to the NSDF comprising review of activities undertaken by NSDC.
- 4) MA will be selected under *Quality and Cost Based Selection (QCBS)* procedures on the basis of proposal as described in this RFP.
- 5) The RFP includes the following documents: Section 1 - Letter of Invitation Section 2 - Instructions to Consultants Section 3 - Terms of Reference Section 4 - Other Provisions Section 5 - Technical Proposal Annexure I- Standard Forms Financial Proposal Annexure II

Yours sincerely,

SECTION 2.INSTRUCTIONS TO CONSULTANTS

A. General Provisions

1. Definitions

- *a) "Applicable Law" means the laws of India.*
- *b) "Client" means NSDF, which shall sign the Contract for the Services with the selected Consultant.*
- *c)* "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- *d)* "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents.
- *e)* "corrupt practice" means offering, giving, receiving, or soliciting anything of value to influence the action of NSDC's official(s) in the procurement process or in the contract execution;
- *f) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant.*
- *g)* "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid/ proposal prices at artificial, non-competitive levels.
- h) "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 CV is taken into account in the technical evaluation of the Consultant's proposal.
- *i) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.*
- *j)* "*RFP*" means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- *k) "Services" means the work to be performed by the Consultant pursuant to the Contract.*
- *l) "TORs" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant and expected results and deliverables of the assignment.*

2. Introduction

2.1 The Client intends to select a Consultant for services as an <u>Independent</u> <u>Monitoring Agency (MA)</u> to monitor the activities undertaken by NSDC. The services of MA are envisaged for a period of one year. The contract may be extended after evaluating the performance of MA by MSDE/NSDF.

2.2 The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. NSDF proposes to adopt a two- stage process to evaluate Applications received based on criteria set out in this RFP Document. The Applicants qualifying the first stage of technical evaluation will only be considered for the evaluation under the second stage

2.3 The document can be downloaded from MSDE's web portal (<u>www.msde.gov.in</u>). Bids are to be submitted through Physical Mode on or before 1st March, 2021 by 11:30 AM to the following address:

"Room No. 328, Shram Shakti Bhawan, Rafi Marg, New Delhi - 110001"

2.4 The Consultants requiring any clarification on the bidding documents may notify the NSDF in writing or by e-mail. Clarifications may be requested no later than 17.02.2021 by 01:00 PM. The following personnel may be contacted:

Name of the person: Shri Lendup Sherpa Designation: Under Secretary to the Government of India Contact details: lendup.sherpa@nic.in Tel: 011-23465892

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests' paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by NSDF.

3.3 Consultant or its parent company/JV/Subsidiaries/Associates/Sister-concerns should not have availed any kind of funding or non-funding assistance from NSDC during past 5 years.

4. Corrupt & Fraudulent Practices

4.1 It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics.

4.2 Similarly, bidders/suppliers/contractors/consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts.

4.3 Proposal for award may be rejected, if it determines that the consultant, recommended for award, and/or its employees, have engaged in corrupt or fraudulent practices in competing for the Contract in question.

4.4 A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

5. Eligibility Criteria

5.1 The client permits only Indian consultants to offer consulting services. It is the Consultant's responsibility to ensure that its Experts/employees meet the eligibility requirements as established by NSDF.

<u>5.2 Consortium bids are not allowed</u>. The Consultant shall not subcontract any of services.

5.3 Technical bid shall be evaluated as per the criteria specified below:

S.No.	Eligibility criteria	Proof required
1.	The Consultant must be an Indian	Incorporation Certificate SEBI &
	company registered and regulated by SEBI	GST Registration Certificate
	and in existence for at least 10 years.	

2		
2.	The Consultant must not be blacklisted by any Central/State Government, PSU Banks	A self –certified letter by the designated official of the
	and PSUs or under a declaration of	0
		responding Company.
	ineligibility for corrupt or fraudulent	
	practices	
2	The Consultant must not be involved in a	A self -certified letter by the
3.		5
	court case or arbitration relating to moral	designated official of the
	turpitude or disciplinary proceedings	responding Company.
	against the Company or any of its	
	Directors/KMP	
4.	The Consultant should have a Net Worth	CA certificate reflecting overall
	(Paid up Share Capital plus Free Reserves	net worth for the last three
	less Accumulated losses/ fictitious assets)	completed financial years
	of at-least Rs. 15 Crore for each of the past	
	three completed financial years.	
5.	The Consultant should have minimum	CA certificate reflecting
	average annual turnover of Rs. 30 Crore in	minimum average annual
	the last three completed financial years.	turnover for the last three
		financial years
6.	Consultant should have carried out	CA certificate reflecting relevant
	advisory assignments related to credit	experience; Copy of Work
	appraisal/NPA resolution/ restructuring/	Orders/Contract/ Completion
	fund administration & management for	
	minimum cumulative aggregate of Rs.	
	5,000 crores in the past 3 completed	
	financial years, with minimum number of	
	such assignments being 10.	

7.	Consultant should have prior experience of	Copy of Work
	handling at least 3 projects in the area of	1.5
	Prudential Oversight and Monitoring for	_
	Government/PSU funding agencies,	
	including public sector banks/financial	
	institutions etc (at least Rs 500 crores)	
	during last 3 years	
8.	The Consultant must have on its rolls	Certificate from Company
	consulting staff of at least 30 technically	Secretary for number of
	qualified personnel in the area of	technically qualified
	consulting services for Program/ Project	professionals employed by the
	Management, Financial Management,	company and appropriate
	qualified as CA/ CFA/ CS/ LLB/ MBA	supporting under taking.
	with post qualification experience of at	
	least 5 years.	
9.	Consultant should have its Registered	Self- declaration together with
	office/branch office in Delhi or NCR for	the address
	close co-ordination with NSDF/T	
10.	There should not be any conflict of interest	Self -declaration
	due to any existing or forthcoming	
	association with NSDC	
11.	Consultant must be in compliance with the	1 5
	requirements of Ministry of Finance,	
	Department of Expenditure's Office	-
	Memorandum No. 6/18/2019-PPD dated 23.07.2020 with respect to restrictions	
	under Rule 144 (xi) of General Financial	
	Rules (GFRs), 2017	

B. Preparation of Proposals

6. General Considerations

6.1 The Consultants should familiarize themselves with the local conditions, all instructions, forms, terms and specifications and take them into account in preparing their Proposals, including attending a pre-proposal conference. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

6.2 The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

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

7. Cost of Preparation of Proposal

The Consultant shall bear all costs associated with the preparation and submission of its proposal and the "Client", will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8. Language

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the English language.

9. Only One Proposal

The Consultant shall submit only one Proposal.

10. Proposal validity

Consultant's Proposal must remain valid for 180 days after the Proposal submission deadline. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

<u>11. Documents Comprising the Proposal</u>

11.1 The Proposal submitted by the Consultant shall comprise the following documents:

- a) Technical bid in the formats specified in Annexure 1 of this RFP.
- b) Financial bid in the formats specified in Annexure 2 of this RFP.

<u>11.2 Technical bid- Annexure 1</u>

Tech 1	Power-of-attorney for signing of bid
Tech 2	Proposal Submission Form
Tech 3	Formats for compliance of Eligibility criteria
Tech 4	Consultant Organization & Experience
Tech 5	Approach Methodology & Work Plan with reference to TOR
Tech 6	Team composition, Key experts with CVs
Tech 7	Self-declaration – No conviction
Tech 8	Self-declaration- No Court cases or Arbitration
Tech 9	Net worth Certificate
Tech 10	Turnover Certificate
Tech 11	Funds administration Certificate
Tech 12	Number of Employees Certificate
Tech 13	Compliance With GFR Rule 144 (xi) Certificate

11.3 The Financial Proposal shall be prepared using the Standard Forms provided in Annexure II of the RFP. It shall list all cost associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses (if any). The Consultant and its Experts/ employees are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise.

11.4 The Technical and Financial Proposals should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed.

12. Amendment of Proposal Documents

12.1 At any time before the deadline for submission of bids, NSDF may, for any reason, whether at own initiative or in response to a clarification requested by a prospective consultant, modify the proposal document by amendment. All such amendments shall be uploaded on the website of MSDE (<u>www.msde.gov.in</u>) and shall be binding on the bidders.

12.2 If required in order to allow prospective Bidders reasonable time to take the amendment into account in preparing their bids, NSDF reserves the right to extend the deadline for the submission of bids.

12.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

C. Submission, Opening and Evaluation

<u>13. Submission of Proposals</u>

The Proposal must be received by the Client no later than the deadline indicated or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected.

14. Confidentiality

14.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal.

14.2 Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information

14.3 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

15. Deadline for Submission of Proposals

15.1 The Proposal (Technical and Financial) must be submitted not later than 1st March, 2021 by 11:30 AM. In the event of the specified date for the submission being declared a holiday for NSDF/MSDE, the Proposals will be received up to the appointed time on the next working day.

15.2 NSDF may, at own discretion, extend this deadline for submission of bids by amending the bid document in which case all rights and obligations of NSDF and Consultants previously subject to the deadline, will thereafter be subject to the deadline as extended.

16. Preliminary Examination

16.1 Completeness of Bids

NSDF will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

16.2 Rectification of Errors

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid will be rejected.

16.3 Rejection of Bid

If a bid is not responsive and not fulfilling all the conditions, it will be rejected by NSDF and shall not be accepted, even if it is made responsive, subsequently.

17. Technical Evaluation

17.1 Evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. The Client's evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the TOR, eligibility criteria and the RFP, applying the evaluation criteria, sub-criteria, and point system specified as indicated below. Each responsive Proposal will be given a technical score.

17.2 A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated.

<u>18. Scoring Methodology</u>

18.1 QCBS (Quality and cost- based selection) the total score is calculated by weighing the technical and financial scores and adding them as per the formula and instructions. The Consultant achieving the highest combined technical and financial score will be invited for negotiations. All the Applicants meeting the technical criteria will be evaluated and given a score based on following weightage:

Particulars	Weightage
Technical criteria	70%
Financial quote	30%

18.2 <u>Minimum absolute technical score to qualify for financial evaluation is 70 with</u> <u>each category of technical evaluation criteria achieving minimum 60% of the marks</u> for that category. NSDF's decision in this regard shall be final & binding and no further discussion/interface will be held with the Consultants whose bids are technically disqualified/rejected.

18.3 Technical evaluation criteria:

<u>S.</u>	Eligibility criteria	Evaluation Criteria	Max.
No.			score
1.	Net Worth of at-least Rs 15 crores for each of the past three FY	Meeting eligibility 5 marks; 1 mark for average incremental increase of Rs. 2 crore in past 3 FY	10
2.	Turnover of at-least Rs 30 crores for each of the past three FY	Meeting eligibility 5 marks; 1 mark for average incremental increase of Rs. 5 crore in past 3 FY	10
3.	Experience of advisory assignments related to credit appraisal/NPA resolution/restructuring/fund administration & management for minimum cumulative aggregate of Rs.5, 000 crores in the past 3 FY with minimum number of assignments being 10.	Meeting eligibility 10 marks; 1 mark for incremental increase of Rs. 500 crore.	20
4.	Experience of handling at least 3 projects in the area of Prudential Oversight and Monitoring for Government/PSU funding agencies, including public sector banks/financial institutions etc (at least Rs 500 crores) during last 3 years.	Meeting eligibility 10 marks; 1 mark for each incremental increase in relevant projects	20
5.	Qualified Staff at least 30 personnel	Meeting eligibility 5 marks; 1 mark for incremental increase of 5 nos. of employees.	10
6.	Approach & Methodology write up -adequacy and quality in responding to the Terms of Reference	Approach5 marksMethodology5 marksWork Plan10 marksStaff10 marksdeployed10 marks	30

18.4 Financial Quote

The Applicants are required to quote the fees to be charged for the services provided as MA. Financial quote would be given a score on the basis of quoted fees. Maximum marks for the financial quote is 30. The Consultancy fee are inclusive of all costs, fees, charges and expenses of whatsoever nature incurred by the Consultant or any other person appointed by the consultant arising out of or in connection with or in relation to the monitoring agency services. <u>All taxes to be disclosed separately.</u>

18.5 Calculation of total score

A consolidated score of technical criteria and financial quote would be calculated for the purpose of short-listing/ranking of eligible Applicants.

 $B_b = (0.7) * T_b + (0.3) \times (C_{\min}/C_b * 100)$

Where,

B_b = overall combined score of Consultant under consideration

 T_b = Technical score of the bidder under consideration

C_b= Financial bid value of the bidder under consideration

 $C_{\mbox{\scriptsize min}}\mbox{=}$ Lowest financial bid value among the financial proposals under consideration

19. Financial Evaluation

19.1 The Client shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The Consultant's attendance at the opening of the Financial Proposals is optional. The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants.

19.2 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal

19.3 During evaluation of bids, NSDF may, at its discretion, ask the Consultant for a clarification of its bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, NSDF reserves the right to make its own reasonable assumptions at the risk and cost of the Consultant.

D. Negotiations & Award

20. Negotiations

20.1 The negotiations will be held at the date and address indicated with Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

20.2 The negotiations *include* discussions of:

- a) The Terms of Reference (TORs),
- b) The proposed methodology,
- c) The Client's inputs,
- d) The special conditions of the Contract,
- e) Finalizing the "Description of Services" part of the Contract.

20.3 These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

20.4 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client may thereafter invite the next-ranked Consultant to negotiate the Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

21. Conclusion of Negotiations & Award

21.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

21.2 After completing the negotiations, the contract shall be signed. The Consultant is expected to commence the assignment from the date specified in the Contract.

22. MSDE's right to accept any Bid and to reject any Bid or all Bids

MSDE/NSDF reserves the right to accept or reject any bid, and to **annul the bidding process** and reject all bids at any time before the contract is awarded, without thereby incurring any liability to the affected Bidder or Bidders, with or without assigning any reason.

SECTION 3 - TERMS OF REFERENCE (PROJECT BACKGROUND)

23. <u>About Ministry of Skill Development & Entrepreneurship (MSDE)</u>

The Ministry of Skill Development & Entrepreneurship (MSDE) is the apex governmental body responsible for enhancing employability of the youth through skill development. The skill ecosystem in India is seeing some great reforms and policy interventions which is reinvigorating and re-energizing the country's workforce today. It is preparing the youth for job and growth opportunities in the international market. The core objective of the Ministry is to empower the individual, by enabling her/him to realize their full potential through a process of lifelong learning where competencies are accumulated via instruments such as credible certifications, credit accumulation and transfer, etc.

24. National Skill Development Fund ('NSDF')

The National Skill Development Fund (NSDF) has been set up as a Trust fully owned by the Government, under the Indian Trusts Act, 1882, to act as a receptacle for financial contributions by Government/Government entities and multilateral/bilateral and other private sector donors who would prefer to provide funds through the Government.

It was set up in 2009 by the Government of India for skill development in the country. The Fund is contributed by various Government sources, and other donors/ contributors to enhance, stimulate and develop the skills of Indian youth by various sector specific programs.

The Fund is operated and managed by the Board of Trustees. The Chief Executive Officer of the Trust is responsible for day-to-day administration and management of the Trust.

The Fund meets its objectives through National Skill Development Corporation (NSDC) which is an industry led 'Not for Profit Company' set up for building skill development capacity and forging strong linkages with the market. NSDC acts as a catalyst in skill development by providing funding to enterprises, companies and organizations that provide skill training. It also develops appropriate models to enhance, support and coordinate private sector initiatives.

NSDF entered into an Investment Management Agreement (IMA) with NSDC for utilization of its corpus to meet the desired objectives of National Skill Development Mission and encourage skill development in the country.

25. National Skill Development Corporation ('NSDC')

NSDC under MSDE has been conceptualized in response to the increasing shortage of adequately skilled workforce for meeting the growth requirements of a dynamic and vibrant economy. NSDC is a completely private sector led entity, a public private partnership, set up as a section 25 not for profit company under Companies Act 1956 with shareholding of GOI (49%) and private sector (51%). The primary mandate of NSDC is to impart world class skills to Indian labour force with employability as the end objective.

It aims to promote skill development by catalyzing creation of large, quality, for-profit vocational institutions. NSDC provides funding to build scalable, for-profit vocational training initiatives.

Its mandate is also to enable support systems such as quality assurance, information systems and train the trainer academies either directly or through partnerships. NSDC acts as a catalyst in skill development by providing funding to enterprises, companies and organizations that provide skill training. Key government schemes like PMKVY, PMKK, NULM and UDAAN to promote skill development are also implemented by NSDC.

26. Independent Review and Monitoring Agency ('MA')

26.1 NSDC was granted exemption for the registration and governance formalities under RBI on the premise that regulatory oversight is provided by NSDF. Accordingly, NSDF, through an independent external agency undertakes oversight activities of NSDC in terms of Investment Management Agreement (IMA) between NSDC & NSDF, the Trust Deed and RBI regulations on NBFC.

26.2 Scope of Work

26.2.1 Development of Monitoring Framework

The Consultant would assist in the development of a suitable monitoring framework, in respect of the activities of NSDC and its assisted projects, with a view to ensure that the activities are aligned with the objectives of NSDF and are consistent with the provisions of Investment management Agreement (IMA) between NSDF and NSDC.

For this purpose, the Consultant will undertake the following activities: -

a) Study of the existing policies of NSDC pertaining to: -

i. Selection of eligible projects under the scheme

- ii. Sanction of funding assistance/ investment and disbursement of funds thereof
- iii. Current organizational delegation structure in respect of sanction and disbursement
- iv. Existing mechanism for monitoring end use of funding assistance/investments made by NSDC
- v. Key indicators identified for assessment of operating performance of the projects in terms of coverage and success rate etc.
- vi. Mapping the flow of funds from NSDC viz-a-viz the budget/work plan estimates prepared in respect of assisted projects.

b) Review of risk management and mitigation mechanism adopted by NSDC to safeguard the interest of the Fund/Trust in respect of the assistance to eligible units and achievement of the objectives set under the Trust Agreement/IMA.

c) Review of the existing financial reporting framework followed by NSDC with respect to income recognition and asset classification and adherence to best practices, such as prudential guidelines of RBI for NBFCs/ similar bodies. For this purpose, inspection of books of accounts, records and registers and statutory registers of NSDC may be carried out on sample basis.

d) Review of framework adopted by NSDC and its efficacy for resolution of nonperforming loans.

e) Monitor end-use of funds loaned/ investments out by NSDC to various skill training and development programs through on-site and off-site inspections of records on a random sample basis.

f) Inspect book of Accounts, Records and registers of the NSDC to the extent necessary for discharging its obligation.

g) To take appropriate measure for protecting the interest of the Government (MSDE), as the funding source for NSDC, and inform the Board of Trustees as soon as any breach of the trust deed or law comes to its notice.

Submission of Monitoring Framework Report

Based on the above, the Consultant shall submit a Monitoring Framework Report, within 45 days from the award of contract by MSDE, incorporating its suggestions and recommendations on the various aspects to be covered for the purpose of monitoring the activities undertaken by NSDC

26.2.2 Submission of Periodic Monitoring Report

The Consultant would, thereafter, submit quarterly monitoring reports, covering *inter-alia* the following aspects: -

- a) Flow of funds from NSDC and corresponding utilization of the same by eligible projects
- b) Overall performance of projects on the basis of Key Performance Indicators/Matrix as envisaged
- c) Adherence with the set objectives of the Fund/Trust in respect of the assistance extended during the reporting period and deviations, if any. For this purpose, the Consultant may rely on information obtained from the assisted units and/ or onsite/ off-site inspection of records on a random sample basis
- d) Review of periodic progress reports obtained from NSDC
- e) Recommending suggestions to improve the funding processes of NSDC as per the best practices followed by the financial services industry
- f) Monitoring time bound implementation of suggestions made by MA
- g) Review of NPA cases on sample basis (maximum of 2 per quarter) as per suggestions made by NSDF

SECTION 4: OTHER PROVISIONS

27. Furnishing of Performance Bank Guarantee

27.1 The successful consultant shall at his own expense deposit with organization, within thirty (30) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank, payable on demand, for the due performance and fulfillment of the contract by the consultant.

27.2 This PBG will be in INR for an amount equivalent to 10% of tentative contract value, determined at the time of signing of the contract. All charges such as premium; commission etc. with respect to the PBG shall be borne by the Consultant.

27.3 The PBG shall be valid till the end of three months after the completion/termination of the contract period. This additional three months is required for facilitating closure of the project.

27.4 The PBG may be discharged/ returned by the organization upon being satisfied that there has been due performance of the obligations of the consultant under the contract. However, no interest shall be payable on the PBG.

27.5 In the event of the bidder being unable to service the contract for whatever reason, the organization would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the organization under the Contract in the matter, the proceeds of the PBG shall be payable to the organization as compensation for any loss resulting from the consultant's failure to complete its obligations under the Contract.

27.6 The Client shall also be entitled to make recoveries from the consultant's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

28. Schedule of Payments

28.1 The payment will be made to the consultant who has executed the contract with NSDF on quarterly basis (i.e. from date of signing of contract) and would be as per the rates specified in the contract.

28.2 The quarterly invoices towards the services rendered by the consultant shall be submitted to NSDF. NSDF shall release the payments after checking the invoices as

per agreement subject to satisfactory performance of the agency and adherence to the other conditions of the RFP.

28.3 All taxes, duties etc. shall be borne by the consultant. Mandatory taxes/duties etc. as applicable shall be deducted by NSDF.

29. No Claim

The qualified consultant shall not be entitled to make any claim, whatsoever (except for the ones clearly laid down in the contract), against NSDF under or by virtue of or arising out of this Contract nor shall NSDF entertain or consider any such claim.

30. Intellectual Property Rights (IPR)

NSDF shall retain all rights, title and interest in and to any and all data, entered or generated by the agency for NSDF pursuant to this agreement and any modifications thereto or works derived there from.

31. Standard of Performance

The Selected consultant shall render out the service and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms, techniques and practices used in the industry.

32. Confidentiality

The Selected consultant and its personnel shall not, either during the term or after expiry of this contract, disclose any proprietary or confidential information relating to the services, contract or NSDF's business or operations without the prior written consent of MSDE/NSDF.

33. Termination & Suspension of Contract

33.1 MSDE/NSDF may, at its sole discretion, suspend or terminate this contract at any time by so notifying the qualified consultant and giving the reason(s) for such suspension or termination.

33.2 MSDE/NSDF may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this contract forthwith where:

a) services or any part of them are not provided to the satisfaction of MSDE/NSDF.

- b) Withdrawal of consultant from the contract at any point of time during contract period
- c) the consultant or any team member of the consultant, either directly or indirectly, breaches any of their obligations under this contract; or
- d) the consultant or any team member of the consultant has committed an offence under the Prevention of Corruption Act 1988 or the National Security Act 1980; or
- e) the maximum penalty at any point of time on a cumulative basis and for any period exceeds 10% of the contract value; or
- f) the consultant at any time becomes bankrupt; or
- g) an order is made, or a resolution is passed for the winding up of the consultant; or
- h) there is a change in control. However, the contract will continue if NSDF/MSDE states that it has 'no objection' to the continuation of the contract after the change in control; or
- i) if the certificate given by the consultant, whose bid is accepted in terms of the Clause 11 of the Eligibility Criteria, is found to be false.

33.3 Where this contract is terminated in accordance with this Clause, the consultant shall without prejudice to the NSDF/MSDE's other remedies, take any steps necessary to terminate the provision of the services in a timely and orderly manner but shall not be entitled to any further payment in relation to this contract and their PBG security would be evoked by NSDF.

34. Force Majeure

34.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the consultant and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of MSDE either in its sovereign or contractual capacity, wars or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes etc.

34.2 Notwithstanding the conditions of the RFP, the consultant shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

34.3 If a Force Majeure situation arises, the qualified consultant shall promptly notify the MSDE/NSDF in writing of such conditions and the cause thereof. Unless otherwise directed by MSDE/NSDF in writing, the consultant shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

34.4 NSDF may terminate this contract, by giving a written notice of minimum 30 days to the consultant, if as a result of Force Majeure, the consultant being unable to perform a material portion of the services for a period of more than 60 days.

34.5 Where this contract has been suspended or terminated pursuant to this clause, the qualified consultant shall:

- a) take such steps as are necessary to terminate the provision of the services, in a cost-effective, timely and orderly manner; and
- b) provide to NSDF, not more than 60 days after the suspension or termination of this contract, an account in writing, stating any costs due before the date of suspension or termination.
- c) Subject to MSDE's approval, NSDF shall pay such amount to the qualified consultant within a reasonable period, in respect to the amount due.

35. Arbitration and Jurisdiction

In the event of any dispute relating to the import or meaning of any terms and conditions which could not be solved amicably by the parties, the parties may refer the matter to the Arbitrator to be appointed by the MSDE on the request of either of the parties for arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996(Act 26 of 1996), on the designated reference in dispute. All legal proceedings shall lie to the jurisdiction of courts situated in New Delhi.

SECTION 5:

ANNEXURE 1: Contents and Format of Technical Bid

Tech – 1: Power-of-attorney for signing of bid

The bidder shall submit the Power of attorney for the authorized signatory(s) of the bidder who has signed the bids.

Note:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- 2. Also, the Consultant should submit the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the consultant.

In preparing the Technical Proposal, Bidders are expected to examine this Bid document in detail. The proposal should cover all the aspects of the scope of work. Any bid not found responsive with this Bid document shall be rejected. Material deficiencies in providing the information requested may also result in rejection of the Proposal.

Tech 2: Proposal Submission Form

[On the letterhead of the organization]

To Shri Lendup Sherpa Under Secretary MSDE, New Delhi

Subject: Technical Bid for "Appointment of Independent Monitoring Agency in National Skill Development Fund (NSDF) to monitor the activities undertaken by National Skill Development Corporation"

Dear Sir,

- 1. Having examined the Bid document, Annexures and addendums thereon, we, the undersigned, in conformity with the said bid document, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- 2. We have read the provisions of the RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- 3. The information furnished here in and as per the proposal/ documents/ clarifications submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information/ documents.
- 4. We undertake, if our proposal is accepted, to provide the services comprised in the contract within time frame specified, starting from the date of receipt of notification of award from NSDF.
- 5. We agree to abide by this proposal for the period of 180 days from the date of submission of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6. We agree to execute an agreement in the form to be communicated by NSDF, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this proposal.

- 7. Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- 8. We hereby confirm that we do not have any conflict of interest in accordance with Section 2 Clause 3 of the RFP document.
- 9. We meet the eligibility requirements as stated in Section 2 Clause 5, and we confirm our understanding of our obligation to abide by NSDF policy in regard to corrupt and fraudulent practices as per Section 2 Clause 4.
- 10. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988.

We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our bid may be rejected without any reference to us. We also understand that if there is any change in the eligibility criteria status till the date of award of contract to the successful bidder, it is our responsibility to inform MSDE/NSDF of the changed status at the earliest.

We further clearly understand that MSDE/NSDF is not obliged to inform us of the reasons of rejection of our bid.

Dated this _____ 2021

Signature (Bidder Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Tech 3: FORMATS FOR COMPLIANCE TO ELIGIBILITY CRITERIA

	Checklist for compliance to Eligibility Criteria			
S. No.	Eligibility criteria	Proof required	Check List (Yes/No)	Page Reference
1.	The Consultant must be an Indian company registered and regulated by SEBI and in existence for at least 10 years.	Incorporation Certificate SEBI & GST Registration Certificate	Yes/NO	Page no. <<>>
2.	The Consultant must not be blacklisted by any Central/State Government, PSU Banks and PSUs or under a declaration of ineligibility for corrupt or fraudulent practices	A self -certified letter by the designated official of the responding Company.	Yes/NO	Page no. <<>>
3.	The Consultant must not be involved in a court case or arbitration relating to moral turpitude or disciplinary proceedings against the Company or any of its Directors/Key Management Personnel (KMP)	A self -certified letter by the designated official of the responding Company.	Yes/NO	Page no. <<>>
4.	The Consultant should have a Net Worth (Paid up Share Capital plus Free Reserves less Accumulated losses/ fictitious assets) of at-least Rs. 15 Crore for each of the past three completed financial years.	CA certificate reflecting overall net worth for the last three completed financial years	Yes/NO	Page no. <<>>
5.	The Consultant should have minimum average annual turnover of Rs. 30 Crore in the last three completed financial years.	CA certificate reflecting minimum average annual turnover for the last three financial years	Yes/NO	Page no. <<>>
6.	Consultant should have carried out advisory assignments related to credit appraisal/NPA resolution/ restructuring/ fund administration & management for minimum cumulative aggregate of Rs. 5,000 crores in the past 3 completed financial years, with minimum number of such	CA certificate reflecting relevant experience; Copy of Work Orders/Contract/ Completion Letter from Client.	Yes/NO	Page no. <<>>

	assignments being 10.			
7.	Consultant should have prior experience of handling at least 3 projects in the area of Prudential Oversight and Monitoring for Government/PSU funding agencies, including public sector banks/financial institutions etc (at least Rs 500 crores) during last 3 years	Copy of Work Orders/Contract/ Completion Letter from Client.	Yes/NO	Page no. <<>>
8.	The Consultant must have on its rolls consulting staff of at least 30 technically qualified personnel in the area of consulting services for Program/Project Management, Financial Management, qualified as CA/ CFA/ CS/ LLB/ MBA with post qualification experience of at least 5 years.	Certificate from Company Secretary for number of technically qualified professionals employed by the company and appropriate supporting under taking.	Yes/NO	Page no. <<>>
9.	Consultant should have its Registered office/branch office in Delhi or NCR for close co- ordination with NSDF/T	Self- declaration together with the address	Yes/NO	Page no. <<>>
10.	There should not be any conflict of interest due to any existing or forthcoming association with NSDC	Self -declaration	Yes/NO	Page no. <<>>
11.	Consultant must be in compliance with the requirements of Ministry of Finance, Department of Expenditure's Office Memorandum No. 6/18/2019-PPD dated 23.07.2020 with respect to restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017	Certificate from Company Secretary stating that the Consultant is in compliance with the said Office Memorandum	Yes/NO	Page no. <<>>

Tech 4: Consultant Organization and Experience

A brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A-Consultant's Organization

Provide here a brief description of the background and organization of your company. Include organizational chart, a list of Board of Directors, and beneficial ownership etc.

B- Consultant's Experience

- a) List only previous <u>similar</u> assignments successfully completed in the last *Five* years.
- b) List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners.
- c) Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant.
- d) The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.

Duration	Assignment name/ & brief description of main deliverables/ outputs	Name of Client	Approx. Contract value (in INR)/ Amount paid to your firm	Role on the Assignme nt
{e.g.,Jan.2 013– Apr.2016}	{e.g., "diligence, Investment, report etc rationalization of;	{e.g., Ministry of ,country}	{e.g.,5 million}	
{e.g., Jan- May 2015}	{e.g., diligence, Investment, report etc	{e.g., department of,country}	{e.g.,.10million}	

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

- a) <u>Technical Approach and Methodology.</u> {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing each of the tasks in TORs, to deliver the expected output(s), and the degree of detail of such output. (<u>Please do not repeat/ copy the TORs</u> <u>in here.)</u>
- b) <u>Work Plan.</u> {Please outline the plan for the implementation of the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) <u>Organization and Staffing.</u> {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

TECH-6: Team composition, Key experts etc

CURRICULUM VITAE (CV)

Position Title and No.	{e.g.,K-1,TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Residence	

Education :{ List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and title/position. Contact for references	Summary of activities performed relevant to the Assignment
[e.g., May 2013-	[e.g., Ministry of, advisor/ consultant to	
present]	For references: Tel/e- mail; Mr. Hbbbbb, Director]	

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):_____

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
{List all deliverables/tasks as inTECH- 5inwhichtheExpertwillbeinvolved)	

Expert's contact information :(e-mail......, phone......)

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 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.

{day/month/year}

Name of Expert	Signature

Date

{day/month/year}

Name of authorized

Signature Date Representative of the Consultant

(the same who signs the Proposal)

[On the letterhead of the organization]

No-Conviction Certificate

This is to certify that ------ (Name of the organization), having registered office at ------ (Address of the registered office), as on date of submission of bid, has not been barred/blacklisted/failed to honor any commitment related consulting activities by any Government (Central or State Government)/semi Government/Public sector entity in India or is under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance by any Government (Central or State Government/Public sector entity in India

Signature:

Name of the Authorized Signatory:

Designation:

** No conviction certificate should be duly signed by Authorized Signatory

<u>Note:</u> In case, information required by MSDE/NSDF is not provided by the bidder in the forms/formats provided above, MSDE shall proceed with the evaluation based on information provided and may not request the bidder for further information. Hence, responsibility for providing information as required in the above forms lies solely with the bidders.

Tech 8: No - Conviction Certificate

[On the letterhead of the organization]

No-Conviction Certificate

This is to certify that ------ (Name of the organization), having registered office at ------ (Address of the registered office), as on date of submission of bid, is not involved in a court case or arbitration relating to moral turpitude or disciplinary proceedings against the Company or any of its Directors/KMP (Key management Personnel)

Signature:

Name of the Authorized Signatory:

Designation:

** No conviction certificate should be duly signed by Authorized Signatory

<u>Note:</u> In case, information required by MSDE/NSDF is not provided by the bidder in the forms/formats provided above, MSDE shall proceed with the evaluation based on information provided and may not request the bidder for further information. Hence, responsibility for providing information as required in the above forms lies solely with the bidders.

Tech 9: Net Worth Certificate

(On Statutory Auditor's Letter Head)

We hereby certify that Net Worth of M/s _____ (name of the consultant) for the financial years 2017-18, 2018-19 and 2019-20 is as given below:

Particular	Year (2017-18)	Year (2018-19)	Year (2019-20)
Paid Up Share Capital (A)	× /		
Free Reserve (B)			
Accumulated losses/			
Fictitious assets (C)			
Total (A+B-C)			

(Signature of Statutory Auditor) Name of Statutory Auditor: Name of Statutory Auditor Firm: Seal

Supporting Documents: Copy of audited balance sheet and profit & loss statement for the concerned years.

Tech 10: Turnover Certificate

(On Statutory Auditor's Letter Head)

We hereby certify that Turnover of M/s _____ (name of the consultant) for the financial years 2017-18, 2018-19 and 2019-20 is as given below:

Particular	Year	Year	Year
	(2017-18)	(2018-19)	(2019-20)
Turnover			

(Signature of Statutory Auditor) Name of Statutory Auditor: Name of Statutory Auditor Firm: Seal

Supporting Documents: Copy of audited balance sheet and profit & loss statement for the concerned years.

Tech 11: Fund administration experience Certificate

(On Statutory Auditor's Letter Head)

We hereby certify that M/s ______ (name of the consultant) for the financial years 2017-18, 2018-19 and 2019-20 has carried out advisory assignments related to credit appraisal/NPA resolution/restructuring/fund administration & management for cumulative aggregate of Rs.----- crores in the past 3 completed financial years, with minimum number of such assignments being 10.

Particular	Year	Year	Year	
	(2017-18)	(2018-19)	(2019-20)	
Turnover				

(Signature of Statutory Auditor) Name of Statutory Auditor: Name of Statutory Auditor Firm: Seal

Supporting Documents: Copy of audited balance sheet and profit & loss statement for the concerned years.

Tech: 12: Number of Employees

As on date of submission of the proposal, the Bidder should have at least 30 full time employees having qualification of CA/MBA/CFA with minimum five years' post qualification experience.

[On the letter head of the organization]

Self-Certificate

This is to certify that ------ (Name of the organization), having registered office at ------ (Address of the registered office), as on date of submission of the bid, has ------ technically qualified personnel in the area of consulting services for Program/Project Management, Financial Management, qualified as CA/CFA/CS/LLB/MBA with minimum five years' post qualification experience.

Signature:

Name of the Authorized Signatory:

Designation:

** Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp.

Tech: 13: Compliance with GFR Rule 144 (xi)

Consultant must be in compliance with the requirements of Ministry of Finance, Department of Expenditure's Office Memorandum No. 6/18/2019-PPD dated 23.07.2020 with respect to restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017.

[On the letter head of the organization]

Self-Certificate

This is to certify that ------ (Name of the organization), having registered office at ------ (Address of the registered office), as on date of submission of the bid, complies with the requirements of Ministry of Finance, Department of Expenditure's Office Memorandum No. 6/18/2019-PPD dated 23.07.2020 with respect to restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017.

We have read the Clause regarding restrictions on procurement from a bidder of a country which shares land border with India; we certify that we are not from such country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

It is hereby agreed that in case any information is found false, our bid/ contract is liable to be cancelled/ terminated.

Signature:

Name of the Authorized Signatory:

Designation:

** Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp.

Annexure 2: Content and Format of Financial Bid

Service Fees

S No.	Description	Cost per month	Total cost for one
			year
1.	Consultancy fees for the		
	Assignment		
2.	Other Expenses		
3.	Taxes		
	Total		

Note:

The service fee is inclusive of all taxes, costs, fees, charges and expenses of whatsoever nature incurred by the Consultant or any other person appointed by the consultant arising out of or in connection with or in relation to the monitoring agency services

Signature of Tenderer_____

Business Address_____

Date:	 	

Place:			