



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4458758
Dated/दिनांक : 09-01-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-01-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-01-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Skill Development And Entrepreneurship
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Na
Item Category/मद केटेगरी	Custom Bid for Services - Project Monitoring Unit for implementation of scheme Skill India Programme
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	5000 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	10 Days
Estimated Bid Value/अनुमानित बिड मूल्य	200000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	4000000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

PAO
Ministry of Skill Development and Entrepreneurship, New Delhi
(Pao Msde, New Delhi)

Splitting/विभाजन

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1704799127.pdf](#)

Instruction To Bidder:[1704799145.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1704799178.pdf](#)

Scope of Work:[1704799192.pdf](#)

Service Level Agreement (SLA):[1704799224.pdf](#)

Payment Terms:[1704799240.pdf](#)

Penalties:[1704799247.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1704799256.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1704799273.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1704799292.pdf](#)

GEM Availability Report (GAR):[1704799307.pdf](#)

Buyer's Competent Authority Approval:[1704799440.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1704799465.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1704799487.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1704799656.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Technical Parameters as per RFP	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):80:20

Interview Venue:Conference Hall no. 1, Ground Floor, Kaushal Bhawan, Ministry of Skill Development and Entrepreneurship, New Moti Bagh, New Delhi-110023

Presentation Venue:Conference Hall no. 1, Ground Floor, Kaushal Bhawan, Ministry of Skill Development and Entrepreneurship, New Moti Bagh, New Delhi-110023

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
17-01-2024 16:00:00	Conference Hall no. 1, Ground Floor, Kaushal Bhawan, Ministry of Skill Development and Entrepreneurship, New Moti Bagh, New Delhi-110023

Custom Bid For Services - Project Monitoring Unit For Implementation Of Scheme Skill India Programme (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Project Monitoring Unit for implementation of scheme Skill India Programme
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Abhishek Meena	110001,Shram Shakti Bhawan, Rafi Marg, New Delhi-110001	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the

case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

Request for Proposal (RFP)

For

**Selection of Consultancy Firm/Agency for Project
Monitoring Unit (PMU) to support the implementation of
Scheme “Skill India Programme”**

**Ministry of Skill Development & Entrepreneurship
Government of India**

Government of India
Ministry of Skill Development and Entrepreneurship

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Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Ministry of Skill Development and Entrepreneurship, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Ministry to the prospective Applicants or any other person. The purpose of this RFP is to provide bidder with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Ministry in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Ministry to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP, except for the purpose of this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct for all intents and purposes other than for limited purpose of giving a background of this scheme and should, therefore, conduct his own investigations and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Ministry accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Ministry, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Ministry reserves the right to change any or all conditions/ information set in this RFP document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the authority may deem fit without assigning any reason thereof.

The Ministry reserves the right to accept or reject any or all proposals without giving any reasons thereof. The Ministry of Skill Development and Entrepreneurship will not

entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document. The Ministry also accepts no liability whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP. The Ministry may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not further imply that the Ministry is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for consultancy and the Ministry reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Section1: Letter of Invitation

Government of India Ministry of Skill Development and Entrepreneurship

3rd Floor, Kaushal Bhawan, New Delhi.

Date _____

Request for Proposal (RFP)

Subject: Request for Proposal (RFP) for selection of a Consultancy Firm/Agency for Project Monitoring Unit (PMU) to support the implementation of the scheme “Skill India Programme”.

Ministry of Skill Development and Entrepreneurship, Government of India, intends to engage a Consultancy Firm/Agency for a Project Monitoring Unit (PMU) for the Scheme “Skill India Programme”, details of which have been provided in the RFP document.

2. Proposals are invited from agencies which have the requisite experience in this field as detailed in the RFP. The salient features of the eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the GeM portal (<https://gem.gov.in>). Important information & tentative dates are as under:

Tentative schedule and Data Sheet for selection process

Project Name	Selection of Consultancy Agency for Project Monitoring Unit (PMU) for the Scheme “Skill India Programme” The name of Client is Ministry of Skill Development and Entrepreneurship, Govt. of India
Method of Selection	Quality and Cost Based Selection (QCBS 80:20)
Release date of RFP	
Last date for receiving queries/ requests for clarification	
Pre-Bid meeting	
Mode of submission	Online
Opening of Technical Bid date and time	
Technical presentation by the bidders followed by key personnel interview	To be intimated separately
Opening of Financial Bid	To be intimated separately
Validity of Proposal	120 days from PDD
Agreement Period	2 years from the date of signing of contract; extendable up to 1year based on satisfactory performance and mutual agreement.

Earnest Money Deposit	EMD of Rs. 40,00,000/- (Rs. Forty Lakhs), in the form of Account Payee Demand Draft, Banker Cheque or Bank Guarantee from any of the Commercial Banks in favour of PAO, Ministry of Skill Development and Entrepreneurship and payable at New Delhi. Further, physical copy of the Demand Draft (DD) is required to be submitted to the Bid inviting authority at Shri Abhishek Meena, Deputy Director, MSDE, Room No. 312, Kaushal Bhawan, New Moti Bagh, New Delhi – 110023.
Technical Evaluation Criteria	Refer to Section - 4
Contact Person for any clarifications	Shri Abhishek Meena Deputy Director (PMKVY), Ministry of Skill Development & Entrepreneurship Room No.312, Kaushal Bhawan, New Moti Bagh, New Delhi – 110023 email: abhishek.meena88@gov.in
Tentative date of Commencement of services	

3. Interested applicants are requested to submit their response to the RFP on GeM portal (<https://gem.gov.in>) only.

4. The Applicant shall submit its Proposal online (the Technical Proposal and the Financial Proposal), on the GeM portal (<https://gem.gov.in>), duly signed in digital form by the authorized signatory of the Applicant, no later than the date and time specified as the PDD as specified in document, by uploading the complete and legible scanned/digital copies of Technical and Financial Proposal in digital format (i.e. scanned copy of original signed documents and the supporting documents and financial bid in .xls, format). The documents submitted in the Proposal should be scanned in at least 100 dpi with black and white option. Each page of the submission shall be initialled by the Authorized Representative of the Applicant as per the terms of this RFP.

5. A Consultancy Agency will be selected as per Quality cum Cost Based Selection (QCBS) process.

6. The bidding firms under this Request for Proposal are requested to carefully study the Scope of Work and technical requirements attached in the bid document.

Yours Sincerely,

**Abhishek Meena, Deputy Director
Ministry of Skill Development and Entrepreneurship**

SECTION 2: INTRODUCTION

1.1. Introduction/background

Ministry of Skill Development and Entrepreneurship (MSDE) is the foremost institution in the nation helming the Government of India's various initiatives in the 'skills-to-jobs transition'. Set up in November 2014 to drive the 'Skill India' agenda, the Ministry is responsible for co-ordination of all skill development efforts across the country; removal of disconnect between demand and supply of skilled manpower; building the vocational and technical training framework; and pioneering skilling initiatives for economic agents of the nation through opportunity creation and forward thinking.

The MSDE launched the National Skill Development Mission (NSDM) to create an end-to-end implementation framework that provides opportunities for quality short and long-term skill development, leading to productive employment and career progression aligned to aspiration of trainees. MSDE has taken up several additional roles through multiple organizations and skilling schemes, namely, PMKVY (Pradhan Mantri Kaushal Vikas Yojana), PMKK (Pradhan Mantri Kaushal Kendra), NSDC (National Skill Development Corporation), NCEVT (National Council for Vocational Education and Training), JSS (Jan Shikshan Sansthan), National Apprenticeship Promotion Scheme (NAPS), NIESBUD (National Institute for Entrepreneurship & Small Business Development), IIE (Indian Institute of Entrepreneurship), Directorate General of Training (DGT).

Earlier the scheme Pradhan Mantri Kaushal Vikas Yojana, Scheme to support to Jan Shikshan Sansthan (NGOs) and National Apprenticeship Promotion Scheme (NAPS) were individual Centrally Sponsored schemes under the overall Pradhan Mantri Kaushal Vikas Yojana. However, as recommended by Expenditure Finance Committee (EFC), these three schemes have been brought under the umbrella scheme as 'Skill India Programme'.

Thus, the Central Sector Scheme of 'Skill India Programme,' having following three components being implemented by Ministry of Skill Development & Entrepreneurship for the duration of four (4) years, i.e., FY 2022-23 to FY 2025-26 with an outlay of Rs. 8,800 crore.

- a. **Pradhan Mantri Kaushal Vikas Yojana 4.0 (PMKVY4.0)**
PMKVY provides NSQF- aligned short-term modular skill courses (usually 200- 600 hours) and Recognition of Prior Learning (RPL) aimed at creating an industry-ready workforce. The scheme PMKVY 4.0 aims to create a pool of around 1.5 crore certified candidates with higher employable skills.
- b. **Pradhan Mantri-National Apprenticeship Promotion Scheme (PM-NAPS)**
PM-NAPS is an apprenticeship promotion scheme which provides Government support, i.e., 25% of the stipend paid to an Apprentice

(maximum of Rs. 1,500 per month), targeted at candidates with educational qualification up to School/ITI/Diploma. The scheme PM-NAPS aims to train more than 46 lakh youths.

c. Scheme of Support to Jan Shikshan Sansthan (NGOs) for Skill Development

JSS is a community-driven doorstep vocational training scheme targeted at non-literates, neo-literates and school dropouts implemented through NGOs. The Scheme of JSS aims to impart skill to more than 28 lakhs beneficiaries.

In this regard, the Ministry intends to engage a reputed Consultancy Firm/Agency, for a period of two (2) years extendable up to one (1) year, to provide consultancy for technical and project management support for the scheme “Skill India Programme” to the Ministry of Skill Development and Entrepreneurship during the period 1st January 2024 to December 2025 extendable up to December 2026. The selected Consultancy Firm/Agency will set up a common PMU for the implementation of the “**Skill India Programme**” in the Ministry. The component-wise detailed scope of work is appended below:

2.2. Scope of Work

The Project/Programme Management Unit (PMU) will fully support the Ministry of Skill Development and Entrepreneurship (MSDE) to implement the umbrella Scheme “**Skill India Programme**” through the following major domain intervention as may be required:

1. Pradhan Mantri Kaushal Vikas Yojana 4.0

- a. Successful implementation of PMKVY 4.0 through National Skill Development Corporation (NSDC)- the implementor of the PMKVY 4.0 scheme for MSDE.
- b. Provide inputs for Policy and Strategy Development for enabling quality, inclusion and institutional linkage.
- c. Provide evidence based and result oriented monitoring and evaluation using the Skill India Digital.
- d. Financial Management including Monitoring and Control mechanism.
- e. Preparation of Concept Note, EFC, Cabinet Note and other documents related to next version of PMKVY Scheme.
- f. Implementation of skilling component of Central Government Scheme like-PM-Vishwakarma or other scheme launched during the time period of the PMU.
- g. Resolution of issues related to policy, operational and financial aspects of PMKVY 2.0 and PMKVY 3.0 including its sub-schemes/special projects.
- h. Closure of PMKVY 2.0 and PMKVY 3.0.
- i. Conduct monthly capacity building and handholding meeting with the NSDC and other stakeholder on scheme related issues.
- j. Any other related issue or work as may arise or assigned by Wing head from time to time.

2. PM- National Apprenticeship Promotion Scheme (PM-NAPS)

- a. Successful implementation of PM-NAPS through National Skill Development Corporation (NSDC), RDSDEs, CPSUs, State Govt. Apprenticeship advisors. etc.
- b. Evidence based and result oriented monitoring and evaluation of PM-NAPS using the Skill India Digital.
- c. Increase awareness and encourage apprenticeship programme.
- d. Handholding of the establishments and local clusters along with District Administration and SSDMs to create strong apprenticeship network.
- e. Development of guidelines for empanelment to Third Party Aggregator (TPA), monitoring of TPAs, etc.
- f. Development strategy to increase/energise apprenticeship program under informal/MSME sector and create scope for further expansion.
- g. Maintain data base of apprenticeship initiative and provide requisite information whenever necessary.
- h. Support in preparation for various stakeholder workshops to enhance the awareness about the scheme and increase the participation of the industry.
- i. Support in end-to-end management of apprenticeship portal, resolving technical glitch and maintaining dashboards.
- j. Analyse apprenticeship datasets and drawing policy level inferences.
- k. Support MSDE in regular follow up with various stakeholders, conducting periodical reviews on various parameters of the scheme.
- l. Support in outreach to industrial clusters/Industry Associations/Colleges
- m. Support in implementation of scheme in Northeastern States through - Special Projects,
- n. Any other works as assigned by the Wing Head.

3. Scheme of Support to Jan Shikshan Sansthan (NGO) for Skill Development

- a. Successful implementation of Jan Shikshan Sansthan (JSS).
- b. Assist in release of Recurring Grants.
- c. Assist in settlement of Accounts for the Grants-in-Aid released during previous years to the JSSs.
- d. Assist in issuance of Utilization Statements.
- e. Assist in release of Non-Recurring Grants to the agencies for setting up of new JSSs.
- f. Assist in PFMS related activities like - Creation of Agencies, Creation of Sanctions, Financial Monitoring through EAT module, Drawing several reports etc.
- g. Data management on e-Samiksha, LIMBS, Uthan & other portals.
- h. Facilitate in JSS course and curriculum development.
- i. Any other works as assigned by the Wing Head.

Apart from above-mentioned tasks, the PMU will also perform following common key tasks for each of the three schemes of Skill India Programme:

- a. Support in preparation of Notes/ Responses/ Data requirements for

- PMO, NITI Aayog, other Central Ministries/ Departments.
- b. Preparation of Notes/ Presentations w.r.t. to Parliamentary matters, Standing and Consultative Committees, International Organizations, etc.
 - c. Prepare State profiles for different States for providing response to PMO, office of Hon'ble Minister, SDE, etc.
 - d. Facilitate the coordination with different stakeholders of MSDE (NCVET, RDSDEs, SSCs, NIESBUD, IIE).
 - e. Policy and Data Convergence of all the skilling Schemes of other Central and State Government using the Skill India Digital Portal. PMU will facilitate the onboarding of the skilling scheme of different Ministries/Departments on SID.
 - f. Enable MSDE senior leadership with qualitative inputs for evidence-based decision making on skilling matters.
 - g. Advisory on NEP implementation and coordination with Ministry of Education.
 - h. Preparing data reports as per the needs of the Scheme periodically (weekly/fortnightly/monthly/quarterly/annually).
 - i. Shall undertake continuous escalation management, issue management, performance measuring and milestone reviews as per the contract.
 - j. Support process to achieve a centrally managed repository for all the information gathered and produced over the life of the project/programme.
 - k. Facilitate IEC activity through physical and electronic print media and through popular social media channels.
 - l. Support in conceptualization of solution by identifying and analysing needs for change requests and support in drafting functional requirements for any new releases/change requests.
 - m. Assist in annual audits, certifications and surveys as may be reasonably aligned with the objectives of the services delivery needs of Ministry.
 - n. PMU shall ensure that periodic assessments are done to ensure compliance to standard and guidelines, security requirements, capacity management and such other planned tasks.
 - o. The Firm shall depute additional resources as per work requirements for execution of the assignment. If the firm deposes additional resources at their own discretion to meet the deliverable schedule, no additional cost will be payable from Ministry.
 - p. Data Convergence with other Social Sector Schemes and Gati Shakti, etc.
 - q. Coordination with State Skill Development Missions, District Skill Committees, Mahatma Gandhi National Fellows, State Engagement Team of NSDC.
 - r. Prepare Minutes for Steering Committee and other meetings.
 - s. Monitoring of creation of a central pool of trainers and assessors and their continuous upskilling and reskilling.
 - t. Monitoring of creation of content and curriculum.
 - u. Support in development and implementation of Entrepreneurship projects/policy.
 - v. Creating an enabling ecosystem for creating micro entrepreneurs
 - w. Support in G-20, and other International Corporation (IC) related work

x. Support in Externally added projects

2.3. Request for Proposals

The Ministry invites proposals for selection of Consultancy firm/agency for Project Monitoring Unit (PMU) for the Scheme “Skill India Programme”.

The Ministry intends to select a Consultancy Firm/agency to provide manpower for the PMU, through a competitive bidding through open invitation to bid, in accordance with the Quality cum Cost Based Selection (QCBS) method procedure set out herein.

2.4. RFP Document

The RFP document will be available on GeM portal (<https://gem.gov.in>). Applicants can download the RFP document directly from the GeM portal and shall not tamper/modify it. In case if the same is found to be tempered/modified in any manner, proposal will be summarily rejected.

2.5. Due diligence by Applicants

Applicants are encouraged to get informed about the assignment and the local conditions before submitting the proposal by attending a Pre-Proposal Conference/ Pre-Bid meeting on the date and time specified.

Bidders shall bear all the costs associated with the preparation and submission of their proposals. The Ministry 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 Bidders.

2.6. Availability of RFP Document

The RFP document can be downloaded from GeM portal (<https://gem.gov.in>).

2.7. Validity of the Proposal

The Proposal shall remain valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

2.8. Brief description of the Selection Process

The Ministry has adopted a two-stage selection process (the “Selection Process”) for evaluating the proposals comprising of technical and financial bids, which need to be submitted separately on the GeM Portal. In the first stage, a technical evaluation will be carried out as specified in **Para 3.9**. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in **Para 3.9.2**. In the second stage, a financial evaluation will be carried out as specified in **Para 3.9.7**. Proposals

will finally be ranked according to their combined technical and financial scores as specified in **Para 3.9.13**. The first ranked applicant will be issued the Lol.

2.9. Currency for payment

All payments to the Consultant shall be made in the Indian Rupees (INR) in accordance with the provisions of this RFP.

Section 3: Instructions to Bidders

3.1. Introduction

3.1.1. Definitions

- a. "Ministry" means the Ministry of Skill Development and Entrepreneurship who has invited bids for **Selection of an Agency for setting up a Project Monitoring Unit (PMU) for Scheme 'Skill India Programme' of Ministry of Skill Development and Entrepreneurship, Govt. of India**", with whom the selected agency will sign the contract for providing the services as per the terms and conditions of the contract and Terms of Reference (TOR) of this RFP.
- b. "Client" means Ministry of Skill Development and Entrepreneurship, Govt. of India, New Delhi
- c. "Consultant" means any entity or person or associations of person who will be selected to provide the services to the Ministry under the contract.
- d. "Contract" means a legally binding written agreement signed between the Client and the Consultant.
- e. "Day" means calendar day.
- f. "Government" means the Government of India.
- g. "Instructions to Applicants" means the document which provides bidders with all information needed to prepare their proposals.
- h. LOI means the Letter of Invitation being sent by the Client to the consultant.
- i. "Personnel" means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof.
- j. "Experts" means, collectively, Key Experts and Non-Key Experts, or any other personnel of the consultant.
- k. "Key Expert(s)" means an individual professional whose skills, qualification, 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.
- l. "Non-Key Expert(s)" means an individual professional provided by the consultant and who is assigned to perform the services or any part thereof under the Contract and whose CVs are not evaluated individually.
- j. "Proposal" means the Technical Proposal and the Financial Proposal.
- k. "RFP" means the Request for Proposal prepared by the Ministry for the selection of Consultant, based on the RFP.
- l. "Assignment / job" means the work to be performed by the consultant.
- m. "Terms of Reference" (TOR) means the document included in the RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Assignment/job.

3.1.2. The Client named in the Data Sheet will select a consultancy agency/firm in accordance with the method of selection specified in the data sheet. Bidders are

advised that the selection of consulting Agency shall be on the basis of an evaluation by client through the selection process specified in this RFP (the selection process). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that client's decisions are final without any right of appeal whatsoever.

3.1.3. The Bidders are invited to submit Technical and Financial Proposals (collectively called as- the 'proposal'), as specified in the data sheet, for the services required for the assignment. The proposal will form the basis for grant of Award of Contract to the selected consulting Agency. The consulting Agency shall carry out the assignment in accordance with the Terms of Reference (TOR) of RFP.

3.1.4. The bidder shall submit the proposal in the form and manner specified in this RFP. The proposal shall be submitted as per the forms given in relevant sections herewith.

3.1.5. Bidder shall bear all costs associated with the preparation and submission of their proposals and their participation in the selection process, and technical presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by client or any other costs incurred in connection with or relating to its proposal. The client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to grant of Award of Contract, without thereby incurring any liability to the applicants.

3.1.6. Client requires that the applicant shall hold client's interests paramount, avoid conflicts with other assignments or with its own interests and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the project.

3.1.7. It is the Client's policy to require that the applicants observe the highest standard of ethics during the selection process and execution of work/assignment. In pursuance of this policy, the client:

- a. Will reject the proposal for award if it determines, at any stage/time, that the bidder has engaged in corrupt or fraudulent activities in competing for the Award of Contract in question;
- b. Will declare an applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or Work Order if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for and in executing the Award of Contract.

3.1.8. Dispute Resolution: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally

settled by Secretary, MSDE whose decision shall be final and binding on the parties. In case of non- resolution at Secretary, MSDE, the dispute resolution shall be dealt through legal standard procedure within the jurisdiction of NCT of Delhi.

3.1.9. Arbitration: In the case of dispute arising upon or in relation to or in connection with the Contract between the Ministry and the Agency, which has not been settled amicably, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Ministry and the Agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the Parties which shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the Parties to reach a consensus regarding the appointment of the third arbitrator within a period of thirty (30) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by Secretary, MSDE. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings.

3.1.10. Arbitration proceedings shall be held at New Delhi and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.

3.1.11. The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Ministry of Skill Development and Entrepreneurship and the Agency. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.

3.1.12. Notwithstanding any references to arbitration, the parties shall continue to perform their respective work/ obligation under the Contract.

3.1.13 Termination of assignment: Client will have the right to terminate the assignment by giving 30 (thirty) days' notice in writing. In the event of termination for no fault of Applicant (Bidder), the Client will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the Client, the Client will forfeit the performance security of the Applicant.

3.1.14 The evaluation will be done in accordance with procedure given in Clause 3.9.

3.1.15 No Bidder shall submit more than one Application.

3.1.16 Sub-contracting is not allowed.

3.1.17 Right to reject any or all Proposals:

- i. Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

ii. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:

a. at any time, a misrepresentation is made or discovered, or

b. the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.

iii. Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occur after the Proposals have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the EMD of such bidder is liable to be forfeited.

3.1.18 Acknowledgement by Bidder

i. It shall be deemed that by submitting the Proposal, the Bidder has:

a. made a complete and careful examination of the RFP;

b. received all relevant information requested from the Client;

c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;

d. satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

e. acknowledged that it does not have a Conflict of Interest;

f. agreed to be bound by the undertaking provided by it under and in term hereof, and

g. conducted its own investigations and analysis and checked the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtained independent advice from appropriate sources.

ii. The Client and/ or its advisors shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the selection process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

3.2. Clarification and amendment of RFP documents

3.2.1. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative/discretion or in response to a clarification requested by a prospective Bidder, modify/ update the RFP documents by way of an amendment. Only the amendments/ corrigenda posted on GeM portal shall be valid. In order to provide the Bidders a reasonable time for taking an amendment into account, the Ministry may at its discretion extend the Proposal Due Date.

3.3 Earnest Money Deposit (EMD)

An EMD of Rs.40,00,000 (Rs. Forty Lakh), in the form of Demand Draft (DD), Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Bank with the validity for a period of forty-five days beyond the final bid validity period, in favour of, PAO, Ministry of Skill Development and Entrepreneurship and payable at New Delhi must be submitted by each Bidders. Physical copy of the EMD is required to be submitted to the Bid inviting Authority, Shri Abhishek Meena, Deputy Director, MSDE, Room No. 312, 3rd Floor, Kaushal Bhawan, New Moti Bagh, New Delhi one day before scheduled opening of the Bid on GeM otherwise the Bid will be summarily rejected.

A scanned copy (in pdf format) shall also be uploaded on GeM portal. Proposals not accompanied by EMD shall be declared as non-responsive. No interest shall be payable by the Ministry for the sum deposited as earnest money deposit.

The EMD of the unsuccessful Consultants would be returned within one month of signing of the contract with the successful Consultant. The EMD shall be forfeited by the Employer in the following events:

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

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

3.4 Performance of Guarantee

The selected consultant for the schemes shall be required to furnish a Performance bank Guarantee equivalent to 5% of the contract value rounded off to the nearest thousand Indian Rupees in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favor of PAO, Ministry of Skill Development and Entrepreneurship at New Delhi for the period of contract, with 60 days claim period beyond the completion of all contractual obligations. The bank guarantee must be submitted after award of contract but before signing of the consultancy contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of

tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Consultant on any account under the contract. On submission of performance guarantee and after signing of the contract, EMD would be returned.

3.5 Any entity which has been barred by the Central Government, any State Government, a statutory or by order of a judicial/regulatory authority or a public-sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

3.6. An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

3.7 Preparation of Proposals

3.7.1. Bidders are requested to submit their Proposal in English strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

3.7.2. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document.

3.7.3. The technical proposal should provide the documents as prescribed in this RFP. No information related to financial proposal should be provided in the technical proposal.

3.7.3. The format for submission of the Technical bid is furnished in **Form TECH-I of Section – 4** of the RFP.

3.7.4. Failure to comply with the requirements spelt out above shall lead to deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.

3.7.5. Bidders should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only on the basis of documents received by/before the closing time of Proposal Due Date as specified in Data Sheet. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

3.7.6. Financial Proposal

While preparing the Financial Proposal, Bidders are expected to take into account, the various requirements and conditions stipulated in this RFP document. The Financial Proposal shall be prepared using the prescribed Form (Section 5). The Financial Proposal should be a lump sum Proposal inclusive of all the costs including all taxes (except GST) associated with the Assignment. Bidders shall separately provide monthly fee of each category of resource as envisaged in Form: Summary of costs.

The bidder shall prepare the bid based on details provided in the Proposal Documents. However, it must be clearly understood that the specifications and requirements are intended to give the bidders an idea about the order and magnitude of the work and are not in any way exhaustive and guaranteed by the Ministry.

The Financial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, Insurance, levies, works contract/ and other charges as may be applicable in relation to the activities proposed to be carried out except GST.

The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.

3.7.7. The proposal should be submitted as per the Standard Financial Proposal submission form prescribed in this RFP.

3.7.8. Applicants shall express the price of their services in Indian Rupees only.

3.8. Submission, Receipt and Opening of Proposal

3.8.1. The Proposal shall be submitted through GeM portal (<https://gem.gov.in>). The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance to following format [form name. applicant name]. Applicant name should contain only first two words of its name. Proposal received in any other manner shall be summarily rejected.

3.8.2. The Authorized Representative of the Applicant should authenticate EMD details, Pre-qualification, Technical and Financial Proposal.

3.8.3. No proposal shall be accepted after the due date for submission of Proposals.

3.8.4. After the deadline for submission of proposals the Proposals shall be opened by online on GeM. Further, proposals shall be evaluated whether the Bidders meet the prescribed Minimum Qualification Criteria. The Technical and Financial Proposals shall remain sealed.

3.8.5. From the time the proposals are opened to the time the contract is awarded, the applicants should not contact the Ministry on any matter related to its Technical and/ or Financial Proposal. Any effort by applicants to influence the Employer in the

examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the applicants' proposal forthwith.

3.8.6. The proposal of the applicant shall be valid for 120 days from the proposal due date.

3.9. Proposal Evaluation

3.9.1. As part of the evaluation, the Pre-Qualification Proposal submitted (**Form 4A-4E**) shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (—Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

3.9.2. Evaluation of Technical Proposals: The Evaluation Committee (EC) shall evaluate the Technical Proposals with reference to the Terms of Reference taking into account the evaluation criteria and sub- criteria in **Section 4**. In the first stage of evaluation, a proposal shall be rejected if it is found deficient. Only complete proposals satisfying all the criteria shall be further taken up for further evaluation. Evaluation of the technical proposal will be considered initially and the financial bids shall remain unopened, at this stage. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined below.

3.9.3. To assist in the examination, evaluation and comparison of Proposals, the EC may at its discretion, ask the Bidder for clarification of its Proposal, if any. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered, or permitted.

3.9.4. Preliminary examination of Technical Proposal: The EC will examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order.

3.9.5. Evaluation and comparison of technical proposals: The technical evaluation shall be done by the EC on the basis of the criteria specified in **Section 4**.

Only the Bidders who have secured 70% and above in the technical evaluation shall be considered as technically qualified and only their financial bids shall be opened.

3.9.6. Client right to vary requirements at the time of award: The Client reserves the right at the time of award of contract to vary the quantity of services specified in the Proposal with suitable change in price or other terms and conditions.

3.9.7 Financial Proposal

The EC will recommend opening of the Financial Proposals of only Technically Qualified Bidders, at the time, date & place, as decided by the Ministry.

3.9.8 Preliminary examination of Financial Proposal: Each Financial Proposal will be examined by the EC. In case of any errors, the final bid amount in the financial

proposal will be considered as the final offer from the bidder. If there is a discrepancy between words and figures, the amount in words will prevail.

3.9.9. The Ministry reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process.

3.9.10. As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.

3.9.11. Final Selection: The final selection of the consultant would be based on QCBS (Quality-Cum Cost Based) Methodology. The technical score would be calculated for each Bidder by the Client and all the bidders who get at least 70 marks out of 100 would be considered for financial evaluation. Applicants who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation. The financial score would be calculated through a normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this. Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in the ratio of 80:20. The applicant with the highest weighted score would be awarded the contract.

3.9.12. Commercial Bid Evaluation:

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date.
- b) If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- c) The bidder with lowest qualifying financial bid(L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point 'b' above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

$$\boxed{\text{Financial Score of Bidder (Fn)} = \left(\frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of the Bidder}} \right) * 100}$$

(Adjusted to two decimal places)

- d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e) The bid price will include all taxes and levies and shall be in Indian Rupees.
- f) Any conditional bid would be rejected.

g) Errors and Rectification: Arithmetical errors will be rectified on the following basis "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 total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

h) Total cost excluding GST associated with the assignment for Lump-sum costs submitted for two (2) year in financial bid will be considered for financial evaluation.

3.9.13. Combined and Final Evaluation:

a) The technical and financial scores secured by each bidder will be added using weightage of 80% and 20% respectively to compute a Composite Bid Score.

b) The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows.

$$B_n = 0.8 \times T_n + 0.2 \times F_n$$

Where

B_n = Overall score of the Bidder

T_n = Technical Score of the bidders (out of maximum 100 marks)

F_n = Normalized financial score of the bidder.

c) In the event the composite bid score are "tied", the bidder securing highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

3.10. Duration

3.10.1. The tenure of assignment/ contract would be for a period of two (2) years from date of signing of agreement. The contract may be extended further for additional one (1) years and beyond on satisfactory performance of the bidder and based on the sole discretion of Ministry on the same Terms and Conditions.

3.11. Award of Contract

3.11.1. After selection, the Ministry shall issue a Letter of Intent (LOI) to the selected Consultant and promptly notify all other Bidders who have submitted proposals about the decision taken.

3.11.2. The selected consultant will sign the contract after fulfilling all the formalities/pre- conditions mentioned in the standard form of contract (**Annexure-I**), within 7 days of receipt of the signed copy of letter of intent (LOI) from the bidder to the Ministry. The copy of the draft contract is enclosed at **Annexure-I**. In the event the Letter of Intent (LOI) duly signed by the Successful Applicant is not received by the stipulated date, the Ministry may, unless it consents to extension of time for

submission thereof, forfeit the Earnest Money Deposit of such Applicant In such case, Lol should be cancelled and fresh procurement initiated.

3.11.3. The selected Consultant is expected to commence the assignment/job within one week from the date of signing of the Contract.

3.12. Confidentiality

Information relating to evaluation of proposals and recommendation concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of any information related to the process may result in the rejection of its proposal and blacklisting. The successful bidder and personnel shall not either during the term or after expiration of contract disclose any proprietary or confidential information relating to the services, contractor business or operations of MSDE without the prior written consent of the MSDE. The successful bidder shall ensure that no information about the software, hardware, and database or policies of the Ministry or any other confidential or proprietary information of the user Ministry/Department is removed or taken out in any form including electronic form or otherwise, from the work site by the manpower posted by them.

3.13. Fraud and Corrupt Practices

3.13.1. The Bidders and their respective officer(s), employee(s), agent(s), representative(s) and adviser(s) shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through its officer(s), employee(s), agent(s), representative(s) and adviser(s), engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's proposal.

3.13.2. Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the Award of Contract or the Agreement, if an Applicant or Consulting Agency, as the case may be, is found by the Client to have directly or indirectly or through its agent(s)/representative(s), engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Award of Contract or the execution of the Agreement, such Applicant or Consulting Agency shall not be eligible to participate in any tender or RFP issued by the Client during a period of 5 (five) years from the date such Applicant or Consulting Agency, as the case may be, is found by the Client to have directly or through its agent(s)/representative(s), engaged or indulged in any corrupt practice, fraudulent

practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

corrupt practice' means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the Award of Contract or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Award of Contract or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award of Contract or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

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

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

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

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

3.14. Pre-Bid Meeting

3.14.1. Pre-Bid Meeting of the Bidders will be convened, details of the meeting will be uploaded on **GeM portal**.

3.14.2. During Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavour to provide clarification and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process. The clarification shall be posted on **GeM Portal**.

3.15. Miscellaneous

3.15.1 The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

3.15.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

3.15.2.1 Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

3.15.2.2 Consult with any Applicant in order to receive clarification or further information;

3.15.2.3 Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or

3.15.2.4 Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

3.15.3. It shall be deemed that by submitting the Proposal, the Applicants agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligation hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

3.15.4. All documents and other information provided by Client or submitted by an Applicant to the Client shall remain or become the property of the Client. Applicants and the Consulting Agency, as then case may be, are to treat all information as strictly confidential. Client will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to the Client in relation to the assignment shall be the property of the Client.

3.15.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience creating an enabling ecosystem for creating micro entrepreneurs record.

4. Prequalification Criteria for the bidders

Minimum Qualification Criteria

S.No.	Basic Requirement	Minimum Qualification Criteria	Document
1	Registration	The Bidder should be a company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 operating for the last five years.	Form 4B

		Bidder should be registered with the Service Tax Authorities.	
2	Consortium	Bidder should be an individual organization. Consortiums are not allowed.	Form 4B
3	Turnover from consulting services	The bidder should have a positive net worth and a minimum average annual turnover of INR 50 crores from India operations in business consulting services in previous five financial years (FY 2017-18, FY2018-19, FY2019-20, FY2020-21, and FY2021-22).	Form 4C
4	Manpower Strength	Bidding firm should have at least 200 manpower strength having desired education, qualification, and experience in their direct payroll.	Form 4D Self-certification from the HR Head of the organization.
5	Blacklisting	Blacklisting criteria shall be as mentioned in rule 151 of the General Financial Rules, 2017, as amended and guidelines issued in this regard by Department of Expenditure vide OM no. F.1/20/2018-PPD dated 02.11.2021.	Form 4B
6	Project Management Assistant	<p>The bidder must have experience of having executed/ ongoing projects (of minimum duration two (2) years) similar PMU assignments/ Projects/ Program in Central/State Govt. Dept. Schemes/Industry bodies in Social Sector viz. Skill Development /Education/TVET/Rural Development/Health sector etc. in India.</p> <p>Bidder should have executed/be executing (of minimum duration two (2) year) a minimum of Five (5) contracts of similar nature from Central/ State Government/ Industry bodies from distinct clients, over the past 5 years in Social Sector viz. Skill Development /Education/TVET/Rural development/Health sector. Bidders must furnish details of projects executed in India only.</p>	Form 4E

Form 4A: Pre-Qualification Proposal Submission Form

[Location, Date]

To

Deputy Director,

PMKVY Division, Ministry of Skill Development and Entrepreneurship,
3rd Floor, Kaushal Bhawan, New Moti Bagh, New Delhi-23.

Sub: RFP dated (date) for selection of Consulting Agency for setting up a Project Monitoring Unit (PMU) for the scheme “Skill India Programme”.

Dear Sir/ Madam,

With reference to your RFP document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as Consulting Agency for [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

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

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consulting Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consulting Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three years we have neither failed to perform any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. **We declare that:**

a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;

b. We do not have any conflict of interest in accordance with the terms of the RFP;

c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Ministry or any other public sector enterprise or any Government, Central or State; and

d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consulting Agency, without incurring any liability to the Applicants.

8. We agree to keep this offer valid for 120 (One hundred twenty) days from the Proposal Due Date specified in the RFP.

9. The Technical Proposal and Financial Proposal is being submitted in a separately. This Pre- Qualification Proposal read with the Technical Proposal and Financial proposal shall constitute the application which shall be binding on us.

10. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely, Signature

Name and title of Authorized signatory/Authorized Representative (Name of Firm)

Address:

Telephone:

Fax:

Email:

(Name and seal of the Applicant/Authorized Representative)

Form 4B: Self-certification of Minimum Eligibility and of not being blacklisted

[Location, Date]

Here gives a certificate that the Consulting Agency is a registered firm under Companies Act,1956 or a partnership firm under LLP Act,2008 registered with the Service Tax Authorities should have been operating for the last five years* and the bidder has not been blacklisted/debarred by any agency of central Government/ State Government/ any other regulatory authority in India as per Rule 151 of the General Financial Rules, 2017, as amended and guidelines issued in this regard by Department of Expenditure vide OM no. F.1/20/2018-PPD dated 02.11.2021.

If at any time it is found that the Consulting Agency did not have the capabilities as enumerated above, Ministry may put the Consulting Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty

*Kindly provide supporting documents of being registered firm/incorporation certificate

**Kindly provide details if the company has been blacklisted in the past with the relevant supporting documents.

Form 4C: Format for Pre-Qualification Proposal (Cumulative Annual Turnover of Applicant) for Consultancy Service

S.No.	Financial Year	Revenue from Consulting Services (INR)	Organization's Net Worth
1	2017-18		
2	2018-19		
3	2019-20		
4	2020-21		
5	2021-22		

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments from Consultancy services shown above against the respective years.

Name of
Authorized
Signatory
Designation
Name of firm
Signature of Authorized Signatory Seal of Audit firm

Note: In case the Applicant does not have a statutory auditor, it may provide the certificate from any other Chartered Accountant.

Form 4D: Capability of the bidder Required document: Certificate from appropriate authorized signatory along with the total work experience and number of years of service with the bidder's company

(On Company's letterhead)

I have carefully gone through the Terms & Conditions contained in the Document for (Name of Assignment). I hereby declare that my company (name to be specified by bidder) has (number to be defined by bidder) technically qualified full- time Consultants working in Consultancy in India on its payroll as on the bid start date.

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

(Name and seal of Bidder)

Form 4E: Format for highlighting relevant experience

Please give details of minimum Five (5) projects (including ongoing projects of minimum duration of two (2) years) of similar nature executed within the last five (5) years on a separate sheet.*

Assignment Name:	Approx. value of the contract
Country: Location within the Country	Duration of assignment (months)
Name of client	Total number of staff-months
Address of Client	Completion Date (Month/Year)
Name of Project Manager involved, and functions performed:	
Names of professionals and qualification details:	
Description of Actual Services Provided by Your Staff:	

*Kindly provide supporting documents such as contract/Work Order copy /completion certificate etc. The Similar experience of PMU in Skill/Education/TVET/Rural Development/ Health/ social sector shall be considered. The EC shall evaluate the similar work experience of the bidders.

*Please note that the experience will not be counted if the relevant supporting document is not attached.

*Please provide experience of the registered firm/company/partnership who is applying (do not share experience of sister companies/subsidiaries).

* Bidders has to furnish details of projects executed in India only.

* Please attach a clear scan copy of the supporting documents.

SECTION 4: TECHNICAL PROPOSAL FORMS

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

Location:

Date:

To

Deputy Director,
PMKVY Division, Ministry of Skill Development and Entrepreneurship,
312, 3rd Floor, Kaushal Bhawan, New Moti Bagh,
New Delhi-23.

Dear

We the undersigned, offer to provide the Consultancy assignment for setting up a Project Monitoring Unit (PMU) for Scheme 'Skill India Programme' of the Ministry of Skill Development and Entrepreneurship, Govt. of India, in accordance with your Request for Proposal dated (Insert Date). We are hereby submitting our Technical Proposal for selection as (Name of assignment). The Proposal is unconditional and unqualified.

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

3. The Financial Proposal is being submitted separately on GeM Portal. This Technical Proposal read with the Financial Proposal shall be binding on us.

4. We understand that the Ministry is not bound to accept any proposal received without due diligence.

Yours sincerely,

Authorized signature (in full and details): Name and Title of Signatory:

Name of agency

FORM TECH-2

DESCRIPTION OF METHODOLOGY, WORK PLAN, ORGANIZATION FOR PERFORMING THE PRESENT ASSIGNMENT

The Consultant must present his/her Technical Proposal divided into the following four components:

- a) Information regarding the applicant/bidder's organization.
- b) Experience of Bidder as per Criteria & Sub Criteria stated under Section 4A.
- c) Availability experts (please provide an overview on senior leadership experience and commitment, highlighting expertise) with CV.
- d) Approach, methodology, work plan for performing the assignment (10 Pages max.)

FORM TECH-3

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

S.No.	Name of Staff	Component	Position	Required No.	Qualification	Area of Expertise	Abridged Information on work experience (in less than 200 words)	Ratio for suitability in reference ToR
Key Experts								
1.		Overall Scheme	Head-Common PMU	1				
2.		PMKVY 4.0	Team Lead-PMKVY	1				
3.			Skill Development policy expert	3				
4.			Data and MIS expert	2				
5.			Finance Expert	1				
6.			Monitoring and Evaluation Expert	2				
7.		PM-NAPS	Team Lead- PM NAPS	1				
8.			Policy initiatives and coordination	1				
9.			Portal Management Expert	1				
10		JSS	Team Lead- JSS	1				
12			Programme Officer	1				
13.		Media and Publicity Expert		1				
Non-Key Expert								
1.			Special initiatives, Process design and capacity	1				

		PMKVY 4.0	building expert					
2.			International Policy expert	2				
3.			Skill Gap, need analysis, standards, and QA expert	1				
4.			Entrepreneurship Expert	1				
5.		PM- NAPS	Capacity Building & Awareness expert	1				
6.			Monitoring and Evaluation	2				
7.		JSS	Project Consultant	4				
8.			Project Assistant	3				
Total				31				

FORM TECH-4

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key personnel, separate form Tech-4 will be prepared]
2. Name of Institution/agency:
(Insert name of consultancy proposing the staff):
3. Name of Staff:
(Insert full name):
4. Date of Birth:
5. Nationality:
6. Education:
7. Membership of Professional Associations:
8. Other Training (In detail):
9. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since first employment, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:

Employer:

Name of Assignment/ job or Project/Programme:

Location:

Main Project/Programme features:

Positions held:

Activities performed:

10. Undertaking:

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

Date:

Place:

[Signature of Consultant proposed in the CV]

FORM TECH 5

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION

We hereby declare that our firm, our associate / group firm have not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information; our proposals/contract shall be rejected/ terminated by the Employer which shall be binding onus.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SECTION 5: FINANCIAL PROPOSAL FORMS

LETTER OF PROPOSAL SUBMISSION

Location

:

Date:

To

Deputy Director, PMKVY Division,
312, 3rd Floor,
Ministry of Skill Development and Entrepreneurship,
New Moti Bagh,
New Delhi- 23

Dear

We, the undersigned, offer to provide the Consultancy assignment for setting up a Project Monitoring Unit (PMU) for Scheme 'Skill India Programme' of the Ministry of Skill Development and Entrepreneurship, Govt. of India, in accordance with your Request for Proposal dated (Insert Date). We attached Financial Proposal is for the sum of [amount(s) in words and figures] including all taxes (except GST).

2. Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [data].
3. We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely- Prevention of Corruption Act 1988.
4. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized signature (in full and
details): Name and Title of Signatory:
Name of agency

Form: Summary of Costs: Man-month requirement of 2 years

S. No.	Component	Position Title	No.	Man-month rates * (in Rupees)
1	Overall Project	Head- Common PMU	1	
2	PMKVY 4.0	Team Lead-PMKVY	1	
3		Skill development Policy Expert	3	
4		Data and MIS Expert	2	
5		Finance Expert	1	
6		Monitoring and Evaluation Expert	2	
7	PM-NAPS	Team Lead- NAPS	1	
8		Policy initiatives and coordination	1	
9		Portal Management Expert	1	
10	JSS	Team Lead- JSS	1	
11		Programme Officer	1	
12	Media and Publicity Expert		1	
13	PMVY 4.0	Special initiatives, process design and capacity building expert	1	
14		International Policy Expert	2	
15		Skill Gap, need analysis, standards, and QA Expert	1	
16		Entrepreneurship Expert	1	
17	PM-NAPS	Capacity Building & Awareness Expert	1	
18		Monitoring and Evaluation Expert	2	
19	JSS	Project Consultant	4	
20		Project Assistant	3	
	Total		31	

*cost involved is excluding GST.

Authorized Signature: _____
Name: _____
Designation: _____
Address: _____

Section4A: Technical Evaluation Criteria

Stage –1: Technical Proposal Evaluation Criteria

The Evaluation Committee appointed by the Ministry will carry out the evaluation of Proposals based on the evaluation criteria and points system mentioned below. All the bidders who are declared eligible as per Preliminary Eligibility Conditions shall be subject to detailed technical evaluation based on the following parameters as detailed below: -

Marking Scheme for technical proposal

The marking scheme for the technical proposal is as follows:

S.No.	Technical Evaluation Criteria	Max. Marks																		
1	Specific Experience of the Consultant (as a firm) relevant to the Assignment	30																		
1.1	Experience in providing services of providing resource personnel or setting up PMU/PMC in Central/State govt. sponsored Project/Programmes. More than 12 projects: 12 points 10 to 12 projects: 8 points 7 to 9 projects: 6 points 3 to 6 projects : 4 points	12																		
1.2	Successfully carried out similar assignments for skill development schemes during the last 10 years, with PMU's having been existence for at least for 2 years.1 point for each project subject to a maximum of 8 points.	8																		
1.3	The average annual turnover of the agency in last 5 financial years i.e. (FY 2017-18, FY 2018-19, FY 2019-20. FY 2020-21 and FY 2021-22 from Government consulting. <table border="1" data-bbox="289 1325 1105 1692"> <thead> <tr> <th>S.No.</th> <th>Average annual turnover of the agency in last 5 financial years from Government consulting (in Rs. Crore)</th> <th>Proposed Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50-100</td> <td>2 Marks</td> </tr> <tr> <td>2</td> <td>>100-150</td> <td>4 Marks</td> </tr> <tr> <td>3</td> <td>>150-200</td> <td>6 Marks</td> </tr> <tr> <td>4</td> <td>>200-300</td> <td>8 Marks</td> </tr> <tr> <td>5</td> <td>More than 300</td> <td>10 Marks</td> </tr> </tbody> </table>	S.No.	Average annual turnover of the agency in last 5 financial years from Government consulting (in Rs. Crore)	Proposed Marks	1	50-100	2 Marks	2	>100-150	4 Marks	3	>150-200	6 Marks	4	>200-300	8 Marks	5	More than 300	10 Marks	10
S.No.	Average annual turnover of the agency in last 5 financial years from Government consulting (in Rs. Crore)	Proposed Marks																		
1	50-100	2 Marks																		
2	>100-150	4 Marks																		
3	>150-200	6 Marks																		
4	>200-300	8 Marks																		
5	More than 300	10 Marks																		
2.	Adequacy and quality of the proposed methodology, and Work plan in responding to the Terms of Reference (TORs). The Ministry will assess the proposal submitted, in terms of quality and clarity of methodology, suitability to the TORs, realistic and implementable work-plan; quality, experience	30																		

	and balance of the team proposed with appropriate skill mix. The Ministry may request the bidders shall for a presentation on the technical proposal	
2.1	Technical Approach and Methodology	10
2.2	Work Plan	5
2.3	Organization and Staffing	5
2.4	Technical Presentation	10
3	Key Personnel Qualitative assessment. Bidders need to submit the CVs of 14 Key Experts for Technical Evaluation. Key personnel profile will be evaluated based on education qualification (30%) and Experience (70%)	30
3.1	Head-Common PMU (1) for overall Project	06
3.2	Team Lead for PMKVY (1), PM-NAPS (1), and JSS (1)	06(2+2+2)
3.3	Skill Development Policy Expert (3) for PMKVY 4.0	4.5(1.5+1.5+1.5)
3.4	Data and MIS Expert- (2) PMKVY 4.0	3(1.5+1.5)
3.5	Finance Expert (1)- PMKVY 4.0	1.5
3.6	Monitoring and Evaluation Expert (2) – PMKVY 4.0	3(1.5+1.5)
3.7	Portal Management Expert (1) – NAPS	1.5
3.8	Policy initiatives and coordination Expert (1) – NAPS	1.5
3.9	Programme Officer (1) – JSS	1.5
3.10	Media and Publicity Expert- (1)	1.5
4.	Two (2) detailed case studies where the Consulting Agency Bidder has directly provided consulting services to Ministries/Department / State Government/ PSU in projects covering one or more of the following areas: strategy and vision/ policy formulation and implementation/ business model/ The Consulting Agency should submit a maximum 2000-word write-up for each case study highlighting the context and complexity of the project, key design challenges faced, stakeholders managed, and key deliverables and result achieved. The write-up may also include the following points, if available: <ul style="list-style-type: none"> ○ Significant Outcome/Achievement of the projects. ○ Any International/national Award/recognition received by the project. ○ Social Impact of that project ○ Any special mention of that project in Govt Publication (Budget, Economic Survey etc.) ○ Is that project implemented in NE States/ Special Areas/ Marking criteria: <ul style="list-style-type: none"> ● 5 marks per case study; each project to be graded on the basis of its relevance to the scope outlined in this RFP 	10

	<ul style="list-style-type: none"> • Maximum 10 marks <p>Note:</p> <ul style="list-style-type: none"> • Project showcased in Minimum Qualification criteria can be repeated. • Start date must be inside last 5 years from the issue date of this RFP. • Only completed projects. • Each project must be greater than Rs. 2 crores in fees payable to the Consulting Agency Bidder at the time of award of contract. 	
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Note: 1. In QCBS selection method, minimum qualifying marks would be 70% as benchmark for quality of the technical proposal. The consultant/ service providers who are qualifying as per the technical evaluation criteria are considered as technically responsive and rest would be considered technically non- responsive and would be dropped from the list. Financial proposals will be opened for only eligible and responsive bidders.

2. The invited Consultants shall confirm the availability of all the Key Experts included in the Proposal as a pre-requisite to the bid. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

Substitution of Key Expert at Validity Extension: If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

SECTION-6 TERMS OF REFERENCE (TOR)

Central Sector Scheme of 'Skill India Programme' having following three components is being implemented by Ministry of Skill Development & Entrepreneurship for the duration of 4 years i.e., FY 2022- 23 to 2025-26.

1. Pradhan Mantri Kaushal Vikas Yojana 4.0 (PMKVY4.0)

Under the Pradhan Mantri Kaushal Vikas Yojana (PMKVY), short term skill development training is imparted to the youth through Short Term Training (STT), Recognition of Prior Learning (RPL) and Special Projects across the country. PMKVY provides NSQF aligned short- term modular skill courses (usually 200- 600 hrs.) and Recognition of Prior Learning (RPL) aimed at creating an industry ready workforce.

Pradhan Mantri Kaushal Vikas Yojana 1.0 (PMKVY 1.0) was launched in 2015 to encourage and promote skill development in the country by providing free short duration skill training and incentivizing this by providing monetary rewards to youth for skill certification.

After successful implementation of PMKVY 1.0 (2015-16) and learnings from the past, PMKVY 2.0 was launched by scaling up both in terms of Sector and Geography and by greater alignment with other missions of Government of India like Make in India, Digital India, Swachh Bharat etc. State Governments were also involved to impart short duration skill training.

PMKVY 2.0 paved way for PMKVY 3.0 which was launched on 15th January 2021 with an aim to focus on decentralization by devolving power to States as well as Districts and target demand-based skilling.

Under PMKVY 3.0, Skill Hubs Initiative (SHI) is being implemented as a Special Project on pilot basis to actualize the intent of National Education Policy 2020 aiming for integration of vocational education with general education in a phased manner.

Evaluation report of PMKVY 2.0 (Conducted by Sambodhi Research & Communications) reveals that average monthly income level of PMKVY trained and certified individuals were found to be 15 percent higher than that of similar comparison individuals. It also found that PMKVY trained and certified individuals are 1.8 times more likely to get employed when compared to individuals who have not participated in PMKVY.

Based on the learnings of previous versions of the scheme (since 2015) and in line with the new approach of promoting employability and micro-entrepreneurship, PMKVY 4.0 is designed to be a market-led-demand-driven scheme. The scheme PMKVY 4.0 aims to create a pool of around 1.5 Crore certified candidates with higher employability skills.

PMKVY 4.0 has been implemented with a strong emphasis on making the programme candidate-centric by creating an enabling ecosystem to meet the aspirations and emerging sectoral needs.

- a. Promote an enabling ecosystem for the youth to get skilled and choose a career path aligned with their abilities and aspirations.
- b. Enable the delivery of skill training in a market-oriented and demand-driven manner by making the existing skilling ecosystem more flexible, swift and geared to meet the emerging demand.
- c. Process overhauling of the skill ecosystem by leveraging technology, innovative financing, and digitalization.

Basic Tenets of PMKVY 4.0

Training Ecosystem	Training Providers	Candidates
<ul style="list-style-type: none"> • Simplified training ecosystem • National pool of trainers and assessors • On-Job-Training in short-term training • Greater industry connects (curriculum design, sharing of training infrastructure, financial support, etc.) • Emphasis on Reskilling and Upskilling in RPL • Digitization of the training ecosystem through an integrated online system • Flexibility in the course curriculum • Focus on Online/ Digital/ Blended skilling, multi-skilling courses etc. • Focus on New Age Skills -Industry 4.0, Web 3.0, AI/ML, AR/VR, Climate Change/Circular Economy/Green Economy/Energy Transition. • Emphasis on the traditional and informal sector • Focus on agriculture – automation, digitization, market linkages etc. • Focus on entrepreneurship and livelihood. • Robust online & offline monitoring systems. 	<ul style="list-style-type: none"> • Multiple training providers -Skill Hubs (schools, colleges, universities, etc.), training centres of other Ministries/Department (Tool Rooms, Army skill centre, etc.), PMKKs, training centres of industry partners and private training providers. • AICTE-affiliated institutions. • NHA affiliated hospitals • NSDC/SSC recognized CoEs • Industry premises • Accreditation by respective Awarding Body • Option to graduate into production & revenue centre • Choice for selecting trainers from national pool 	<ul style="list-style-type: none"> • Online registration • Online Counselling • Choice to choose course and training centre • Basic information (course outline, trainer details, raw materials, etc.) before the start of training

Implementation Framework:

- I. **Policy Framework:** MSDE will provide the overall policy framework for implementing PMKVY, including support and guidance to various stakeholders.
- II. **Regulatory framework:** National Council of Vocational Education & Training (NCVET) will provide a unified regulatory framework, including recognizing Awarding Bodies (ABs) and Assessment Agencies (AAs) for National Skills Qualification Framework (NSQF) aligned courses.
- III. **Knowledge Partner and Implementing Agencies:** National Skill Development Corporation (NSDC) will support MSDE in effectively implementing the scheme by providing technical and knowledge support in various aspects of the scheme as mandated by MSDE. NSDC will implement the scheme. Further, the Directorate General of Training (DGT), Government Institutions, Higher Education Institutions (HEIs) and other Organizations will be explored during the implementation phase of the scheme.
- IV. **Training of Trainers and Assessors:** Sector Skill Councils (SSCs), National Skill Training Institutes (NSTIs), Centres of Excellence (CoEs), Skill Universities, Higher Education Institutes (HEIs), Institutions like Tool Room, Technology Centres, Skill Development Institutes (SDIs) and other premier Institutes as decided by the PMKVY Steering Committee shall be entrusted with Training of Trainers and Assessors.
- V. **Training Providers:** Pradhan Mantri Kaushal Kendras (PMKKs), PMKVY Training Centres, Industrial Training Institutes (ITIs), Schools, Higher Education Institutes (HEIs), training centres of other Ministries/Department (Tool Rooms, Army skill centres, etc.), training centres of industry partners and private training providers, etc. will be responsible for the training of candidates as envisaged under the scheme.
- VI. **Local Demand & Skill Planning:** Flagship Programmes of Government (PLI, ODOP, Digital India, PM Gati-Shakti, National Infrastructure Pipeline, Semiconductor Manufacturing, Vocal for Local, Atmanirbhar Bharat etc.), New Age Skills (Industry 4.0, Web 3.0, Drone (manufacturing, operation, maintenance and services), 5G Telecom etc.), District Skill Development Plan (DSDPs) including Skill surveys prepared/conducted by District Skill Committees (DSCs), Skill Gap Studies conducted by Sector Skill Councils (SSCs) will form the baseline for identification of job roles for providing training under the scheme.
- VII. **Use of Digital Platform:** Skill India Digital to track the life cycle of the training process of candidates (enrolment-training-assessment-certification-post certification tracking) and to monitor on a real-time basis linked with Aadhaar-enabled biometric attendance.
- VIII. **Alignment with Industry-needs:** Industry Partners shall be encouraged to support curriculum design, training infrastructure sharing, and financial contribution in project-based skilling. The expertise of the industry shall be required in identifying skill gaps, proposing new job roles, providing innovative financing support and promoting entrepreneurial spirit among the trained candidates of PMKVY. This shall be facilitated by the SSCs and Industry Associations.

PMKVY 4.0 also builds on the several new initiatives being undertaken by MSDE to improve the skilling ecosystem as highlighted below:

Expanding Training Centres, Awarding Body, Trainers and Assessor

- a. Skill Hub Initiative launched in line with approach of 'integrated skilling' as envisioned under National Education Policy (NEP) 2020 in several Institutions across Ministries/Departments including Schools, HEIs, Engineering Colleges, Polytechnics, NIELIT Centres, PMKKs, ITIs etc.
- b. More than 500 ITIs have been affiliated for short term course under PMKVY.
- c. Universe of Awarding /Assessing Bodies is being expanded beyond the Sector Skill Councils to ease the process of assessment and certification.

Identifying Skill Gaps

- a. Sector Skill Councils are undertaking Skill Gap Studies.
- b. District Skill Councils being leveraged for preparing District Skill Development Plans.

Introducing Courses to meet Market Demand

- a. Customized Crash Course Programme for Covid Warrior launched to meet the paucity of skilled health workers across the country in view of Covid 19 pandemic in six (06) customized job roles: Basic Care Support, Home Care Support, Advanced Care Support, Sample Collection Support, Emergency Care Support and Medical Equipment Support.
- b. 145 new age courses introduced. (23 new short-term courses introduced in Karnataka among the ITIs).

Revamping of Course Curriculum

- a. Employability Module being introduced in all courses in multiple of 30 hrs.
- b. Guidelines for Blended Learning & Assessment brought out by NCVET to promote blended learning. E.g., use of AR/VR in training.
- c. Modification/Flexibility of up to 20% allowed in course curriculum.
- d. Efforts being taken to ensure that course material are available in atleast in regional language apart from English.

Strengthening Institutional Framework

- a. Mahatma Gandhi National Fellows (MGNF) deployed in districts to assist District Administration in skill planning and implementation.
- b. State Skill Development Empowered Committee constituted in States chaired by Principal Secretary (Skills) of States with RDSDE as convener to empower States for scaling up of skill development activities.

Convergence

Effort being taken for convergence of efforts through Cabinet Secretariat in following areas:

- i. On-boarding of Skill programmes on Skill India Portal, data convergence.

- ii. Use of Skill India Logo along with respective logo of other Ministries on QR based certificates.
- iii. Adhering to Common Norms and NSQF for standardization of course curriculum.
- iv. On-boarding of recognized organizations /autonomous bodies of respective Ministries as an Awarding and Assessment Body.
- v. Cross utilization of available resources including infrastructure.
- vi. Sharing of knowledge products regarding skill gaps, job projections etc. to aid in overall planning.

As PMKVY 4.0 is being designed as a market led demand driven scheme. The basic premise of the scheme is to tap the market requirement in emerging sectors and accordingly cater to the requirement through short term training and through special projects wherever required.

With the growing demand for skilled human resource in various traditional and emerging sectors, it is imperative that the scheme of PMKVY 4.0 is continued to create a trained pool of highly employable candidates who can contribute to different sectors.

2. Pradhan Mantri National Apprenticeship Promotion Scheme:

Background

The Ministry of Skill Development and Entrepreneurship (MSDE) launched the National Apprenticeship Promotion Scheme (NAPS) on 19th August 2016 to provide financial incentive to the establishments undertaking apprenticeship programmes under the Apprentices Act, 1961. The new version of National Apprenticeship Promotion Scheme (NAPS) aims to promote apprenticeship training in the country by providing partial stipend support to the apprentices, undertake capacity building of the apprenticeship ecosystem and provide advocacy assistance to support rapid growth.

MSDE aims to train 46 lakh apprentices from FY2022-23 to FY2025-26. The scheme envisages greater promotion of apprenticeship in India and assisting stakeholders through various measures for accelerating the performance of apprenticeship. Further, the objectives of the proposed new version of NAPS are as under:

- To develop skilled manpower for the industry by promotion of on-the-job experiential training.
- To encourage establishments to enrol apprentices by sharing partial stipend support to the apprentices.
- To provide up-skilling opportunities for candidate who have undergone short-term skill training.
- To encourage enrolment of apprentices in small establishments (MSMEs), and those located in underserved areas like in aspirational districts and in North-East region.

Features of the scheme

PM-NAPS seek to encourage apprenticeship training by the industry for skilling of youth of our Country. The new scheme would build upon the efforts of Government of India in bringing ease of doing business for industry by simplifying processes to engage and manage apprentices and further accelerate the momentum created by NAPS. Following table depicts the key features of PM-NAPS.

Table 1: Features of new version of NAPS

Duration of apprenticeship	<ul style="list-style-type: none"> The scheme covers apprenticeship training of duration from six to twelve months. In certain cases, the duration can exceed more than one year, subject to approval from MSDE, de-linking NSQF compliance.
Eligibility	<ul style="list-style-type: none"> For partial support of stipend by the government under the scheme, the upper age limit will be 35 years at the time of registration in the portal. Establishments will have the option to engage apprentices of age above 35 years beyond the purview of PM-NAPS
Basic Training	<ul style="list-style-type: none"> Component of Basic Training will be embedded in the total course duration of apprenticeship training. No reimbursement of Basic Training Payment under PM-NAPS.
Funding Support	<ul style="list-style-type: none"> Sharing of stipend support to the apprentices will be 25% of stipend paid (maximum of Rs. 1,500 per month) per apprentice during the training period. The Government's share of stipend will be paid through Direct Benefit Transfer (DBT) to the apprentices. Stipend support would not be continued to Central and State Government Departments and Public Sector Undertakings (including public sector banks).

The scheme will be implemented through National Skill Development Corporation (NSDC) in close partnership with the Central and State Governments.

In this regard, MSDE would like to engage a consulting firm with multi-disciplinary experience and the ability to provide high quality output with focus on apprenticeship. The firm may be required to provide on-site and full-time support as required for the program. It may be noted that national, state level and district level support is required by the consulting firm. The firm must have the flexibility and ability to work at those levels as specified by the scope of work and as determined by MSDE. The Consultants shall be required to work with various stakeholders and at different locations with the country.

Source of the Information/Data and Frequency of information/Data

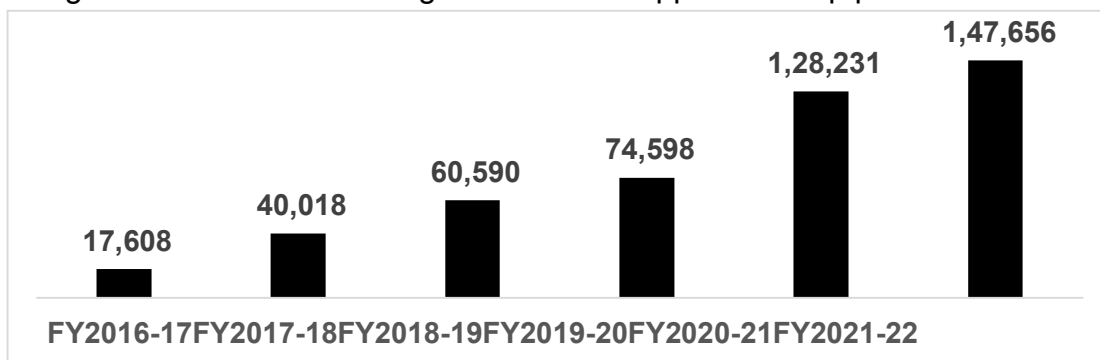
The source of information for apprenticeship training data will be the apprenticeship portal (www.apprenticeshipindia.gov.in). The apprenticeship portal is single point portal to capture all essential credentials of the candidates and establishments. The apprenticeship portal captures data by age, gender, caste, State/ UT, district, sector, course (job role), training duration amongst others. Dashboard and reports for real time data availability for all stakeholders is being developed.

The portal generates daily report. The data generated on daily, weekly, monthly basis will be required to assess and analysed using various qualitative tools to draw policy level insights.

Higher allocation and quantitative targets have been assigned under NAPS basis the trends observed over the last year, stepped up awareness and outreach activities and benefits emerging from bringing in efficiency in the management of Apprenticeship. Some key interventions undertaken and planned are the following:

a. The amendments effected in 2014 in the Apprentices Act, 1961 and in 2019 in the Apprenticeship Rules, 1992, by reducing the compliance burden have encouraged the establishments to enroll apprentices (Figure1).

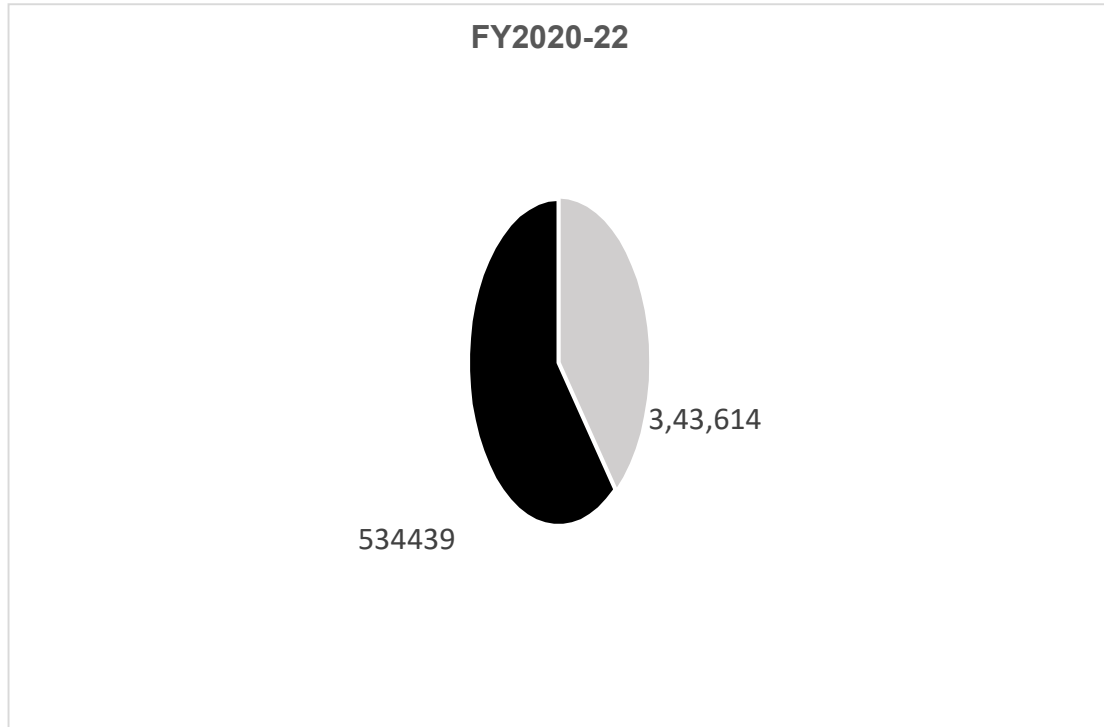
Figure1: Establishments registered on the apprenticeship portal



Source: apprenticeshipindia.gov.in

b. Introduction of Optional Trades has widened the scope of apprenticeship and encouraged higher off take in the services sector, which was not tapped earlier. The growth of apprentices in the Optional Trades has been significantly higher and now Optional Trade Apprentices outnumber those under Designated Trades.(Figure2)

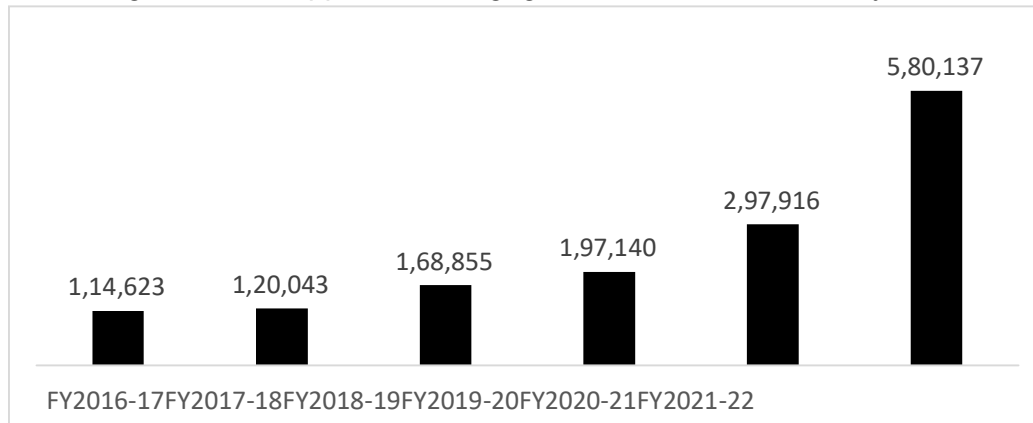
Figure2: New apprentices enrolled under Designated Trades (DT) and Optional Trades



(OT) source:

c. New Apprenticeship engaged has witnessed an appreciable growth post pandemic and the trend is expected to continue and accelerate further.(Fig 3).

Figure3: New Apprentices engaged under NAPS over the years



Source: apprenticeshipindia.gov.in

d. As part of the efforts to bring about efficiency in management of Apprenticeship, a number of reforms have been undertaken to address the bottlenecks affecting the actual implementation of NAPS including removal of physical claim submission for stipend and allowing online process through the apprenticeship portal to reduce procedural delay in payment of stipend; enterprises with pan-India operations would be able to, instead of multiple states, engage with a single state-level apprenticeship/skill entity; and rationalization of curriculum, redundant courses have been removed and duration of apprenticeship training is made more uniform across Optional Trades and Designated Trades. These measures are expected to enhance the value proposition of apprenticeship for establishments.

e. MSDE has undertaken various awareness and advocacy interventions (events, workshops, Apprenticeship Pakhwara etc.) to promote apprenticeship. The awareness and advocacy efforts to enhance apprentices' engagement have now been institutionalized in the form of calendarized events. PM National Apprenticeship Mela (PMNAM) and workshops would be organized every 2nd Monday of the month in 1/3rd districts of all States/ UTs. Two such Melas have been conducted in the first quarter of the current fiscal leading to increase of around 50,000 fresh apprenticeship contracts.

f. To bring convergence among various ministries managing apprenticeship schemes, namely, Ministry of Education and MSDE, various efforts have been taken to work towards the common objectives, remove duplication and portal level integration of the schemes –National Apprenticeship Training Scheme (NATS) and NAPS. Further, certified candidates coming out from various skill development programmes such as Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDUGKY), National Urban Livelihoods Mission (NULM), Pradhan Mantri Kaushal Vikas Yojana (PMKVY) will be encouraged and advocated to take up apprenticeship

training under NAPS to enhance their hands on skills and improve chances of employability.

g. Apprenticeship engagement will be linked to flagship government infrastructure programs like GatiShakti etc. to scale up and achieve the aspirational goal.

h. Innovative models in informal apprenticeship to be explored to scale up apprenticeship training in partnership with other Ministries/States.

i. Further, with an aim to tap apprenticeship opportunities in the informal sectors, artisans and traditional skills pilot projects will be undertaken. The pilot project will focus on engaging apprentices under the master trainers/craftsmen/artists who will not only scale up apprenticeship training in these segments but also help in populating skills which have traditional value.

j. MSDE intends to harness the existing ecosystem of Central and State Governments for requisite growth in Apprenticeship. In case of Designated Trades, the proposed number of apprentices will be enrolled under the aegis of DGT through network of RDSDEs, State Apprenticeship Advisers, and Industrial Training Institutes, etc. Local industry chambers or regional industry associations would be appointed as Apprenticeship Advisers or as Third- Party Aggregators (TPAs) to encourage apprenticeship in Micro, Small and Medium Enterprises (MSMEs) clusters.

k. A lighter version of compliance will be introduced shortly for establishments which opt not to take government funding support.

l. Under its SANKALP project, MSDE is partnering with Central Ministries/ Departments to engage 1,000 apprentices (around 20 apprentices per Ministry/ Department) with flexibility for any additional expenditure on account of increase in the stipend money. The first-year stipend for these apprentices will be funded by MSDE under SANKALP. Subsequently, the Ministries are expected to continue such positions utilizing their own funds.

m. With the implementation of NAPS, it has been noted that not all establishments seek partial reimbursement of stipend by the Government. Going by past trends, 30% of target apprentices, i.e., 18 lakhs are considered under NAPS funded category. This ratio may change when DBT of stipend share to the beneficiaries (apprentices) is fully implemented. A call will be taken to augment or reduce the fund allocation as impact of trends from DBT transfer mechanism are observed during the midterm evaluation of the scheme.

3. Scheme of Support to Jan Shikshan Sansthan (NGOs) for Skill Development

- The Scheme of support to Jan Shikshan Sansthan (NGOs) for Skill Development is a time-tested scheme since 1967. This scheme provides doorstep skill training in rural areas and urban slums with the help of local community support which is the unique feature of this scheme.

Objective

The objective of the scheme is to increase household income by promoting sell/wage employment through skill development training. The skill training is low-cost, flexible, and highly accessible to women, Scheduled Caste (SC), Scheduled Tribe (ST), Other Backward Classes (OBCs), minorities, and any other disadvantaged groups of society.

The JSSs also conduct activities to create awareness in the community on important issues such as social, economic, health, financial literacy, and environment, etc.

Target Beneficiary

The target beneficiaries of the scheme are non-literate, neo-literate and the person having a rudimentary level of education (70%), school dropouts up to class 12 (20%), and graduates (10%) in the age group of 15-45 years. Age relaxation is given to Divyang and other deserving cases, especially women.

The priority groups are women, SC, ST, OBCs and minorities in the rural areas and urban low-income areas.

Key Stakeholders

The scheme is implemented through JSSs which are functioning under the aegis of respective parent bodies. The parent body should register the JSS as a separate NGO under the Societies Registration Act, 1860. These JSSs receive financial assistance in the form of Grants-in- Aid (GIA) from the Government of India for imparting skill training to the assigned target. The key stakeholders of the scheme are the target beneficiaries, Parent Body, ISS, Board of Management (BOM), local industries/other employers, members of Panchayati Raj Institutions (PRIS), key local community members and state/district-level representatives, etc.

Monitoring of the JSS Scheme

The Ministry through its offices such as the DJSS and RDSDES will monitor the implementation of the Scheme by the JSSs. The services of the District Skill Committees may also be utilized in monitoring the implementation of the scheme at the district level. The RDSDEs and the DSCs will provide inputs to the DJSS for taking remedial measures for effective improvement of JSS.

The DJSS through its periodic review meetings, online portal and field visits would monitor the implementation of the scheme.

The data of the JSS scheme is maintained at the JSS portal and link is jss.gov.in, where district wise data can be taken on daily basis and processed accordingly. There is no overlapping with other skill development schemes such as PMKVY. Participant's profile and post training job / self-employment profile of JSS and PMKVY are very different.

The evaluation study conducted by IIPA has found that the scheme has helped in almost doubling the household income for those beneficiaries who have got employment or are self-employed after the JSS training. IIPA study has also shown 79% of women representation, 50.5% of the rural share, 73.4% change in the employment for enhanced livelihood, 89.1% change in the average income of beneficiaries, and 85.7% mobilization of beneficiaries by the JSS. The focus of the skilling in the scheme favours self-employment which is in tune with Aatmanirbhar Bharat Abhiyan.

The study also indicates that the scheme of JSS is aligned with the objectives of the 2030 Agenda for Sustainable Development Goals (SDGs) which is given below:

- i. SDG goal number 1.3: implement nationally appropriate social protection of men, women, and children of all ages living in poverty in all its dimensions according to national definitions.
- ii. SDG goal number 4.3: By 2030, ensure equal access for all women and men to affordable and quality technical, vocational, and tertiary education, including university.

JSS Portal

The progress of JSS is monitored through a specially designed web portal. The portal aims to bring transparency, and accountability, providing quality and timely information to all the stakeholders of skill ecosystem. The portal is linked with the NGO Darpan Portal and Skill India Portal of the MSDE. The Ministry aims at information sharing through API integration with the portals of other Ministries and Departments. The portal has several modules such as Action Plan, Submission & Approval, Beneficiary Enrolment & Assessment, Assessment & Certification, API Integration with NITI Aayog, Finance Module for grants management, online acceptance of Expression of Interest for setting up of new JSSs, Reports, Dashboards for monitoring and profile page of each JSS to name a few.

Proposed output: At present there are 287 functional JSSs covering 26 States and 7 UTs. The network of the JSSs is likely to be increased up to 554 by FY 2025-26. This would help in enabling skill training of 28.19 lakh beneficiaries by 2025-26.

Introduction of other organizations of MSDE

National Skill Development Corporation (NSDC): National Skill Development Corporation (NSDC) is a Public Private Partnership firm set up by the Ministry of Finance, India in 2009 under Section 25 of the Companies Act 1956 (corresponding to Section 8 of The Companies Act, 2013). NSDC works closely with the Ministry of Skill Development & Entrepreneurship (MSDE), Government of India. NSDC undertakes the following activities:

- Incubation and governance of Sector Skill Councils
- Nurture and financing of private training providers through social impact funding
- Industry connect and participation
- Implementation support to government schemes
- Support through Standards, quality assurance and courseware

- Promotion of Digital Skills and skills for 'Future of Work'
- Providing advisory services to states, government, private sector and international partners
- International collaboration in skill ecosystem
- Market analytics
- Technology led enablers for robust monitoring, reporting and evaluation systems

National Council for Vocational Education and Training (NCVET): The National Council for Vocational Education and Training (NCVET) has been established through Govt of India notification dated 5th December, 2018, as an overarching regulatory body for regulating the functioning of entities engaged in vocational education and training, both long & short-term, and establish minimum standards for the functioning of such entities. The primary function of NCVET includes- recognition, ensuring discipline, de-recognizing and regulation of Awarding Bodies (ABs), Assessment Agencies (AAs) and Skill related Information Providers (SIPs). Amongst others, NCVET is responsible for implementing the National Skills Qualification Framework (NSQF), maintaining the National Qualification Register (NQR), approval of the NSQF aligned Qualifications and National Occupational Standards (NOSs) in each Qualifications. NCVET is also responsible for monitoring, evaluation and supervision of recognized entities, and grievance redressal of the varied stakeholders.

National Institute for Entrepreneurship and Small Business Development (NIESBUD): NIESBUD is an organization under the administrative control of Ministry of Skill Development and Entrepreneurship, engaged in Training, Consultancy, Research and Publications in order to promote entrepreneurship. NIESBUD is registered as a Society under the Societies Registration Act, 1860 (XXI of 1860) and set-up by the then Ministry of Industry (now Ministry of Micro, Small and Medium Enterprises), Government of India, started its operations from 6th July, 1983 .The administrative affairs of the Institute was transferred to the Ministry of Skill Development and Entrepreneurship (MSDE), Government of India in May, 2015. NIESBUD's activities include training, conducting research/evaluation studies, developing course curricula/syllabi for Entrepreneurship Development Programmes, and undertaking development programmes in clusters. The Institute has a Regional Office at NSTI Campus, Dehradun, Uttarakhand.

The Indian Institute of Entrepreneurship (IIE): IIE is an Autonomous Organization located at Lalmati, Basistha Chariali, National Highway-37, Bypass, Guwahati and has an infrastructure of approx 77000 sqft. It is functioning as a National Apex body for Entrepreneurship Development through Training, Research and Consultancy Services with its Head quarter at Guwahati, Assam.

4. Proposed PMU Structure

4.1 The details of PMU structure, designation wise required qualification and experience and key roles of personnel are specified below:

S.No.	Component	Position	No.	Desired Qualification & experience	Responsibility
1.	Overall Project	Head- Common PMU (Key Expert)	1	MBA/Master's in Social Sciences/Social Work/ Development Study /Rural Management or equivalent degree with minimum 15 years' experience of working in Project Management with Central/State Ministries, with at least 8 years' experience in Project Management with Central/State Ministries in Technical and Vocational Education and Training or Skill Development/ Rural Development/ Health or related Social Sector. Masters/Post Graduation/Executive MBA of one year duration is also eligible.	<ul style="list-style-type: none"> • Overall, In-charge of PMU Team and responsible for coordination of work among all team members of PMKVY, NAPS and JSS components. • Coordinate with Ministry leadership and other stakeholders to achieve core result areas of the Skill India Programme. • Providing insights on various new policies, policy level research, best practices, and other information in skilling ecosystem/ apprenticeship, entrepreneurship. • Responsible for initiating performance and impact assessment studies of all 3 components of the scheme from time to time. • Designing and development of a comprehensive framework (& template) for monitoring physical & financial progress. • Inter-Ministerial Coordination, notification, amendment, and intimation to concerned stakeholders on the convergence agenda of the

					<p>Ministry.</p> <ul style="list-style-type: none"> • Preparing articles and thought leadership on skilling ecosystem in India.
2.	PMKVY	<p>Team Lead-PMKVY</p> <p>(Key Expert)</p>	1	<p>MBA/ Master's in Social Sciences/ Social Work/ Development Studies/ Rural Management or equivalent with over 10 years' experience of working in Technical and Vocational Education and Training or Skill Development or Rural Development or Social Sector.</p>	<ul style="list-style-type: none"> • Team Lead of PMKVY Scheme and responsible for coordination of work among all team members of PMKVY. • Providing insights on various new policies, policy level research, best practices, and other information for PMKVY Scheme. • Responsible for the successful implementation of PMKVY Scheme.
3.	PMKVY	<p>Skill Development Policy Expert</p> <p>(Key Expert)</p>	3	<p>MBA/Post graduate degree in Social Science, Education, Commerce, or any other related field. Masters/Post Graduation/Executive MBA of one year duration is also eligible.</p> <p>More than 10 years of professional experience of working with central/state government with at least 5 years of experience of working in large development projects or with Central/State Government/ State Skill Mission or with Govt./State PSU/Central PSU on similar nature of program.</p>	<ul style="list-style-type: none"> • Responsible for designing and formulation of PMKVY and other skilling Scheme • Preparation of the guidelines/Concept Notes/ EFC/SFC Notes of the Scheme • Nodal person for policy related matters. • Nodal person for matters related to NITI Aayog, and NITI Aayog Coordination for Aspirational districts. • Common norms – responsible for preparing insights and notes on Common Norms for the PMKVY 4.0 Scheme, preparation of PPTs, notes and minutes of PMKVY 4.0 related of Common Norms Committee.
4	PMKVY	<p>Special Initiative</p>	1	<p>Postgraduate degree in social sciences or a relevant field.</p>	<ul style="list-style-type: none"> • Nodal person for special initiatives under PMKVY 4.0 — Designing and

		Process design and capacity building expert		<p>Must have experience of at least 7 years' including at least 4 years of strategic project design and development experience in central/state government and/or MFIs programs in skill development and training sector; and with strong background in on-ground implementation of large-scale projects with significant experience in designing and conducting training programs, market research, participatory training activities, focus group discussions, researching, documenting and evaluating the impact of skill development initiatives</p>	<p>evaluation of special project proposals like projects on vulnerable communities, overseas employment, etc.</p> <ul style="list-style-type: none"> • Responsible for creation of digital content and curriculum by NSDC in Hindi and Vernacular languages. • Monitor the creation of a central pool of trainers and assessors and their continuous upskilling and reskilling. • Special training programs with Central Ministries and other organizations like Tihar Jail, etc. • Convergence with Central Ministries and States/IJTs for skilling. • Support in introduction of courses offered by IGNOU and NIOS (open schooling) in skilling. • Support in developing strategies for promoting new age courses under STT and RPL- under PMKVY. Support in introducing blockchain technology to generate tamper proof certificates. • Responsible for facilitating industry connect.
5	PMKVY	Data and MIS Expert (Key Expert)	2	<p>M.Tech/B.Tech/B.E/MCA/Masters in Big Data Analysis with over 7 years of experience of managing large scale E-governance MIS applications in the social sector. Proficiency in using any Statistical Analysis software. Experience of</p>	<ul style="list-style-type: none"> • Data Analysis of PMKVY 4.0 on SID. • Nodal person for PMKVY data monitoring, data cleaning, synching of data. • Responsible for data analysis and visualization for insights on trainers,

				designing and operationalization of Skill Development MIS portals, data analytics, data visualization / dashboard maintenance. The resource must be proficient with MS-Excel.	<p>trainees, and other beneficiaries from skilling from SID.</p> <ul style="list-style-type: none"> • Collate Skilling data from various stakeholders and prepare monthly progress report depicting the total training and centre counts (PMKVY as well as overall skilling). • Prepare data inputs for parliament questions. • SPOC for any data related requirements pertaining to PMKVY division.
6	PMKVY	Finance Expert (Key Expert)	1	<p>CA/MBA (Finance/Operations) / Master's in commerce / Accounting. Experience of working with the Central/State Government in development projects with at least 8years of experience in Financial/Fund management.</p> <p>Experience in designing, building, and implementing financial management systems & procedures including preparation of financial reports, and financial statements, including working with PFMS.</p> <p>Conversant with government accounting policies & procedures and should be able to manage the banking transactions and Government Accounts. Proven ability to prepare</p>	<ul style="list-style-type: none"> • Financial Management of PMKVY 4.0 • Nodal person for Budget matters pertaining to PMKVY 2.0, 3.0 and 4.0. • All financial matters for both State and Central Components of the previous scheme. • Financial Matters related to SSCs & NSDC. • Support in all NSDF related matters. • Nodal person for compilation of UCs and processing for fund release. • Responsible for developing financial modalities for the scheme.

				necessary financial reports including budget preparation, maintaining books of accounts, statement of expenditure etc. i.e., ability to establish recognized procedures to account for fund utilisation.	
7	PMKVY	International Policy Expert	2	<p>Master's degree in social sciences/economics/international relations (IR) or related field.</p> <p>A minimum of 5 years of professional experience in international cooperation or diplomacy.</p> <p>Experience in an international organization will be an asset.</p> <p>A strong understanding of global trends and India's standing in the world.</p> <p>Technical knowledge of skills development, labour or migration.</p> <p>Excellent English language skills and ability to independently draft concept notes, reports, analyse documents etc.</p> <p>Ability to communicate effectively with diverse audiences.</p> <p>Experience in G20 or other Multilateral event.</p>	<ul style="list-style-type: none"> • Management of international skilling component of MSDE. • Design and develop module and strategy of international skilling. • Develop a policy on country specific skilling requirement. • Collaboration with international agencies like ADB, UN (UNICEF, UNDP, etc.), World Bank, ILO, etc. • Collaboration with MEA and other agencies for ethnic migration of skilled workforce.

8	PMKVY	Skill Gap, need analysis, standards, and QA expert	1	<p>Graduate or Master's in economics/management/engineering /Public policy /Social Sciences or related field.</p> <p>Over 7 years of experience with minimum of 5 years' experience in working with central/ state government in the skill development sector.</p> <p>Must have experience in working with and in-depth understanding of Qualification Packs/ National Occupation Standards.</p>	<ul style="list-style-type: none"> • The Standards and Quality Assurance Specialist is required to have a thorough understanding of QP-NOS and other standards in skilling ecosystem in the country. • Implementation of various training models for training of trainers (TOT) and assessors. • Support in all SSCs coordination and other matters pertaining to SSCs. • National Academic Bank of Credits — Support in strategizing the integration of skill credits with the NABC and overall implementation of credit framework in skill ecosystem. • Strategy formulation for inclusion of disadvantaged groups. • Coordinate among stakeholders to plan skill gap studies at regular intervals. • Develop tools with the IT team to enable seamless flow of demand data from districts to states to national level. • Create strategy for aggregation of district skill development plans, state skill development plan and national skill development plan.
9	PMKVY	Entrepreneurship Expert	1	<p>Graduate or Master's in economics/management/engineering /public policy or related field.</p> <p>At least 3 years of demonstrated experience in supporting</p>	<ul style="list-style-type: none"> • Conduct analysis and provide lessons learned from piloting the entrepreneurship curriculum. • Redesign and improve the entrepreneurship curriculum based on

				<p>entrepreneurship or small business development programs, or related activities.</p> <p>Experience in using knowledge of the behavioral traits of entrepreneurs in program and activity design is an asset. Experience in working on projects promoting youth entrepreneurship in a developing economy context is preferable.</p> <p>Demonstrated experience using research results to inform project design and implementation; demonstrated experience of working on multidisciplinary and multicultural projects.</p>	<p>the analysis.</p> <ul style="list-style-type: none"> • Support institutionalization of entrepreneurship curriculum. • Prepare the concept for the introduction of business clubs in the vocational education. Prior to work commencement, the Consultant will provide a detailed methodology and a work plan. • Creating an enabling ecosystem for creating micro entrepreneurs. • Facilitating and support in creation of market linkages and access to credit.
10	PMKVY	<p>Monitoring and Evaluation Expert</p> <p>(Key Expert)</p>	2	<p>Graduate or Postgraduate degree in Social Science, Economics, Management, Statistics, Labour Economics, Rural Management, Information Technology, or any other related field.</p> <p>More than 8 years of professional experience of designing monitoring frameworks and establishing management information systems in the Social Sector.</p> <p>Specific experience of developing M&E frameworks for large scale projects is a must. Proficiency in using statistical analysis software, MS Excel and SQL will be an asset. Experience in using frameworks such as log frames etc. would</p>	<ul style="list-style-type: none"> • In coordination with stakeholders, draft/prepare M&E plans and associated M&E templates for the skilling ecosystem under MSDE. • Provide technical support to regional M&E Unit and sector initiatives. • Develop accurate, realistic, and measurable baselines, indicators and targets at the sector and State/UT level. • Develop M&E mechanisms at sector level, as well as relevant field-friendly tools, modes and systems for MIS, data collection, and subsequent

				be preferred	<p>analysis.</p> <ul style="list-style-type: none"> • Install sound monitoring and evaluation systems. • To ensure proper implementation of sector interventions • Guide the documentation processes for the best practices and lessons learnt based on programme approaches pertinent to implementation of sector interventions. • Assist in establishing baselines, design of database of socio-economic data for planning, implementation and follow up of sector development plans and strategies • Provide mentoring as needed to colleagues (e.g., on baseline/indicator/target/results concepts)
11	NAPS	Team Lead-NAPS (Key Expert)	1	MBA/ Master's in Social Sciences/ Social Work/ Development Studies/ Rural Management or equivalent with over 10 years' experience of working in Technical and Vocational Education and Training or Skill Development or Rural Development or Social Sector.	<ul style="list-style-type: none"> • Team Lead of NAPS Scheme and responsible for coordination of work among all team members of NAPS. • Providing insights on various new policies, policy level research, best practices, and other information for NAPS Scheme. • Responsible for the successful implementation of NAPS Scheme.

12	NAPS	Portal Management Expert (Key Expert)	1	M.Tech/B.Tech/B.E/MCA/Masters in Big Data Analysis with over 7 years of experience of managing large scale E-governance MIS applications in the social sector. Proficiency in using any Statistical Analysis software. Experience of designing and operationalization of Skill Development MIS portals, data analytics, data visualization / dashboard maintenance. The resource must be proficient with MS-Excel.	<ul style="list-style-type: none"> • Support in end-to-end management of apprenticeship portal, resolving technical glitch and maintaining dashboards. • Analysing apprenticeship datasets and drawing policy level inferences.
13	NAPS	Capacity Building & Awareness Expert	1	<p>Master's degree in mass communication/ Rural development /economics/ social science or MBA orequivalent.</p> <p>A minimum of 5 years of professional experience relevant in skill development, livelihood, apprenticeship, diversity and inclusion backdrop. Excellent writing, verbal communication and presentation skills. Excellent computer skills (MS Office applications) and ability to use information technologies as a tool and</p>	<ul style="list-style-type: none"> • Assist and coordinate in the organization of meetings, workshops, conferences, training, and related activities relevant to the implementation of the project (online/offline) • Designing of outreach/communication campaigns for various stakeholders. • Conducting event namely PMNAM, 250 Workshops or any other major initiative of MSDE
14	NAPS	Policy initiatives and coordination (Key Expert)	1	Postgraduate in Business Management/Development Studies/ Social sciences. At least eight (8) years of relevant professional experience in the area of skill development. Out of which 3+ years' experience of working on projects sponsored by Central/state government , bi/multi-lateral agency and/or	<ul style="list-style-type: none"> • Preparation of concept notes, briefing papers etc. • Develop high quality policy documents like amendment in the Apprentices Act, amendment in the Apprenticeship Rules, 1992 • Amendments in the Apprentices Act and the Apprenticeship Rules.

				<p>UN Agency.</p> <p>Preferred experience in writing policy documents/papers for government use. Excellent ability to draft concise, accessible documents presenting and/or summarizing research findings and their implication for policy and programme design.</p>	<ul style="list-style-type: none"> • New Guidelines & SOPs for NAPS 2.0, DBT, TPA, TVAT, Degree Apprenticeship. • DBT implementation. • Support in Claim reimbursement. • Support in convergence/ integration of NATS and NEEM with apprenticeship portal. • Support in scrutiny of TPA proposals, presentation, and field inspections of applicant agencies. • Support in budget related matter. • Preparation of EFC/SFC/Cabinet Notes. • Preparation of Reports and Documents for inter-Ministerial and intra-Ministerial purposes.
15	NAPS	Monitoring and Evaluation	2	<p>Master's degree in mass communication/ Rural development /economics/ social work or MBA or equivalent.</p> <p>A minimum of 5 years of professional experience in development of monitoring and evaluation frameworks for projects, programmes and strategies in Apprenticeship/Skill Development/TVET. The resource should have excellent proficiency in writing document, article, annual reports, grievance redressal , RTI, court-case, etc.</p>	<ul style="list-style-type: none"> • Support MSDE in regular follow up with various stakeholders, conducting periodical reviews on various parameters of the scheme. • Regular monitoring of the Scheme implementation at State and District level, • Regular follow up with State Skill Development Mission (SSDM),Regional Directorate of Skill Development and Entrepreneurships (RDSDE). • Follow up on target setting, target achievement and reimbursement of funds.

					<ul style="list-style-type: none"> • Handling issues related to Sector Skill Councils (SSCs), Third Party Aggregators (TPAs). • Visiting the allocated States and tracking the progress in the implementation of the scheme
16	JSS	Team Lead JSS (Key Expert)	1	MBA/ Master's in Social Sciences/ Social Work/ Development Studies/ Rural Management or equivalent with over 10 years' experience of working in Technical and Vocational Education and Training or Skill Development or Rural Development or Social Sector.	<ul style="list-style-type: none"> • Team Lead of JSS Scheme and responsible for coordination of work among all team members of JSS. • Providing insights on various new policies, policy level research, best practices, and other information for JSS Scheme. • Responsible for the successful implementation of JSS Scheme.
17	JSS	Project Consultants	4	<p>Graduate or Master's in economics/management/engineering/public policy or related field.</p> <p>Minimum 5 years of demonstrated experience in Central or State level engagements with a prior record of handling training/ assessments/ placements in skill development sector. Strong background in policy research, information navigation and data analysis needed. Sound experience and expertise in, writing executive summaries, developing Presentations and data analysis.</p>	<ul style="list-style-type: none"> • Training Monitoring & Content Development, day-to-day monitoring of the training activities of the JSSs through the JSS web portal. • Design/ improve the assessment process of candidates trained by JSS. • Timely assessment of the JSS beneficiaries through a pool of Assessors maintained by the DJSS. • Responsible for gathering the data related to the demand for the courses as per geographical locations and local market requirements. • Development of question banks for Assessment. • Development of innovative approaches

					<p>for assessment such as online assessment, common assessment centres etc.</p> <ul style="list-style-type: none"> • Assist in release of Recurring Grants. • Assist in settlement of Accounts for the Grants-in-Aid released during previous years to the JSSs. • Assist in preparation and Issuance of utilization statements. • Support in release of Non-Recurring Grants to the agencies for setting up new JSSs. • PFMS: Assist in Creation of Agencies, Creation of Sanctions, Financial Monitoring through EAT module, preparing MIS reports etc. • Develop courses by taking inputs from several key stakeholders including experts, employers, trainers, and other stakeholders from the skilling ecosystem. • Coordination with NCVET for finalization of courses. • Support MSDE in regular follow up with various stakeholders, conducting periodical reviews on various parameters of the scheme.
18	JSS	Programme Officer (Key Expert)	1	Graduate or Master's in economics/management/engineering/public policy or related field.	<ul style="list-style-type: none"> • Preparation of reports and documents for Inter-ministerial and Intra- ministerial purposes. • Coordination with all stakeholders of the

				<p>Minimum 4 years of demonstrated experience in PMUs or Secretarial roles for Central or State level engagements with a prior record of handling exceptional workloads. Strong background in policy research, information navigation and data analysis needed. Sound experience and expertise in, writing executive summaries, developing presentations and data analysis.</p>	<p>Scheme</p> <ul style="list-style-type: none"> • Data management on E-Sameekhsa, LIMBS, Uthan& other portals. • Preparation of inputs for RTI Questions, parliamentary questions, and assurances. • Status Updates and coordination related to Court Cases. • Resolution of complaints and other grievances of the stakeholders.
19	JSS	Project Assistant	3	<p>Graduation in Statistics/ Economics/ Data Analytics /Engineering / Mathematics. Minimum professional experience of 2+ years</p> <p>Must have experience in data processing, analysis, and submission of the study report.</p> <p>Must have experience of working in at least one assignment involving statistical tools/data processing under State/Central Government organization.</p>	<ul style="list-style-type: none"> • Content Development & Monitoring & shall be responsible for the day-to-day monitoring of the training activities of the JSSs • Responsible for gathering the data related to the demand for the courses as per geographical locations and local market requirements. • Data Analysis of the Scheme
20.		Media and Publicity Expert (Key Expert)	1	<p>Master's degree in Marketing, Communications, or Business Administration. Certifications in Media Planning or Digital Marketing. Minimum of 10 years of experience in media planning, buying, and consultancy.</p> <p>Proven track record of successful media campaigns across various platforms (digital, print, TV, etc.).</p>	<ul style="list-style-type: none"> • Strategic Media Planning: Develop comprehensive media strategies aligned with clients' objectives and target audience, utilizing market research and trends analysis. • Campaign Management: Work in close collaboration with the media team of MSDE to execute media campaigns, ensuring they align with established

				<p>Strong analytical skills and proficiency in media analysis tools. Excellent communication, negotiation, and presentation abilities.</p> <p>Team player qualities and the ability to work effectively in a collaborative team environment.</p> <p>This role requires a strategic thinker with a deep understanding of media landscapes, excellent interpersonal skills, and a proven ability to drive successful campaigns.</p> <p>Prior experience working with diverse clients across different industries.</p>	<p>strategies and KPIs.</p> <ul style="list-style-type: none"> • Client Consultation: Act as a trusted advisor, providing media-related recommendations and guidance to clients, including budget allocation, channel selection, and campaign optimization. • Content Development: Should be good in content development for media communiques and should work closely with stakeholders to fetch all relevant information. • Performance Analysis: Monitor campaign performance, conduct analysis, and generate reports to measure effectiveness and recommend optimizations. • Industry Expertise: Stay updated on industry trends, emerging technologies, and media platforms to continually improve strategies and recommendations.
			Total	31	

Note: The number of resources mentioned above is indicative. However, Ministry reserve the right to increase/decrease the quantity of resources and/or time period of engagement in the above-mentioned table with the approval of the competent authority of the MSDE maximum upto 25% of the contract value, based on the actual requirements at the finalized rates.

4.2. The PMU team (members) will have full time engagement with this assignment. During their period of engagement in the Ministry, any similar engagement or assignment with any other Organization/Department by any of the individual PMU team members will not be allowed.

4.3. Ministry may decide to conduct formal interview(s) of any of the proposed team members before setting of the PMU.

4.4. Anytime during the period of engagement, if any of the PMU team members to be replaced, the Ministry may ask the consultant (agency) to propose the replacement, with minimum a 3 CVs matching the same level of qualification. Selected agency will have to provide the desired replacement within a given timeframe failing which up to 10% will be deducted from the amount payable during the quarterly bill as decided by the MSDE.

4.5. In case of non-satisfactory performance of resources deployed under any of the above mentioned positions, the client will seek the replacement of these resources without any additional cost and within a defined timeframe of 10 days. Personnel being proposed as replacement should be either equivalent or better than the ones being replaced. Mandatory reduction in man month cost will be effected if a person other than promised is deputed.

5. Deliverables and Timelines

The agency shall abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameter as laid down for the respective work.

Projects Component	Deliverables	Timelines
Deployment of resources	Successful deployment of resources in the Ministry	T0+07days
Inception Report	Successful submission of the project inception report	T0+20 days
Overall Management	Overall management of the operation, including work plans with activities, milestones, timelines, resource plans etc.	Ongoing
Financial Management	Financial Management for the program including disbursements, funds flow etc.	Ongoing
Progress Report	Monthly Progress Report	By 5 th of each succeeding month
Periodic Monitoring	Periodic reports to monitor the progress of the scheme	By 5 th of each succeeding month
Transfer of knowledge	Organizing sessions/meetings/workshops on transfer of knowledge as	Ongoing

	per program requirements	
Knowledge creation	Creation of Knowledge and marketing collaterals for scheme promotion and implementation	Ongoing
Impact Assessment	Impact assessment of the implementation measures	Ongoing
Convergence	Regular follow up the SSDM, SSC, RDSDE, NSDC and other implementing agencies for effective implementation of the scheme	Weekly
Project Deliverables	Derived Deliverables from the Strategy & Roadmap Document	As per agreed timelines as defined from time to time
Project Deliverables	Other deliverables (as per MSDE's requirements)	As per agreed timelines as defined from time to time

T0= Issue of Lol

6. Reporting Mechanism of PMU

For all purposes, the Programme Management Unit will be reporting to the Additional/ Joint Secretary or the representative appointed by the Ministry of Skill Development and Entrepreneurship, Government of India or his/her designee. The Team Lead will directly report to Ministry on day to day basis about the Scheme/Programme development and progress. The PMU will generate prescribe fortnightly, monthly monitoring Progress Reports highlighting the accomplishment against the agreed operational plan.

7. PMU Performance Review Meeting (Quarterly)

A quarterly PMU performance review meeting will be conducted in every quarter to be attended by the CEO/partner of the consultant, Joint Secretary/Additional Secretary and any other official as may be required.

The consultants will be assessed by the PMU Head for their performance. Monthly reports will be submitted to the concern Joint Secretary/Additional Secretary in the Ministry and if any specific consultant is found to be underperforming, she/he will be replaced after giving one month's notice time with an equivalent replacement. The Ministry will interview the candidate prior to the replacement. The candidate replaced shall meet all the requirements as per the RFP for the post.

Assess and recommend the time period and man power efforts for the project assignment to the consultants.

Supervise the project progress as per the timelines and suggest improvements.

Assess the quality of deliverables and to accept or reject any part of the assignment or work assigned.

Decide on levying appropriate liquidated damages or penalty if the assignment is not carried out as per the assigned work order and/or if the quality of services is found inferior.

For any time slippages or to avoid delay, the agency can provide additional resources at their own cost to meet the time schedules.

7.1 Penalty

Project or process delays or any delay within the scope of work will attract a penalty of 1% per week of the total project value up to eight weeks. Thereafter work order will be treated as cancelled and cancellation charges of 10% of work order value will be levied. In addition, security money/BG will be forfeited and the Ministry will be free to get the job done from an alternate source at the risk and cost of the defaulting agency.

8. Facilities provided by MSDE

- Make available all program documents including scheme documents, program appraisal reports, program implementation plan, etc.
- Facilitate the availability of key staff/project team for discussions whenever needed
- Ministry will also provide seating space to the PMU. However, agency will have to make its own arrangement for providing computer/laptop, printers and other IT support etc. to the experts deployed.

9. Payment Terms

The payment shall be made to the consultant by Ministry subject to the receipt of quarterly invoices of resource persons deployed during the period, deliverables achieved and fulfilment of terms and conditions and **the payment of consultants will be linked to the attendance which will be monitored by bio-metric monitoring system.**

Reimbursable expenses will be paid as per actual and entitlements (whichever is applicable)

The consultants deployed are entitled for 15 (fifteen) days annual leave with maximum three (three) days at a time. The leave will be calculated on pro-rata (1.25 per calendar month) basis for period less than a year. The sanction of the leave of PMU personnel shall be dealt by the concern Joint Secretary/Director. Further, it should be the Team Lead's responsibility to ensure that the project cost does not suffer any ill effects due to absence of personnel at any point.

10. Official tours / field visits & other expenses

Field trips/Air Ticket/Train Tickets: The travel expenses for the official tours / field visits shall be borne by MSDE as per the entitlement of Level 10 for key personnel and Level-9 for non-key personnel based on the prevailing norms of the Government.

Local Travel: No separate payment shall be made for local travel request to be undertaken within the municipal limits of NCR. The HQ's of the staff would be deemed to be Delhi for the purpose of this project.

Standard Form of Award of Contract

STANDARD FORM OF AWARD OF CONTRACT/AGREEMENT FOR APPOINTMENT OF CONSULTING AGENCY

Between [Name of client]
[Name of CONSULTING AGENCY]
[Date]

Form of Award of Contract

Award of Contract to undertake [name of assignment]

The Ministry of Skill Development and Entrepreneurship, Government of India, Kaushal Bhawan, New Delhi-110023, India, hereinafter referred to as the —Client which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a. requested the Consulting Agency to provide certain services as defined in the General Conditions attached to this Agreement (hereinafter called the —Services); and
- b. the Consulting Agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows:

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

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security

2. The mutual rights and obligations of the Client and the Consulting Agency shall be as set forth in the Award of Contract; in particular:

- a) The Consulting Agency shall carry out the Services in accordance with the provisions of the Award of Contract; and
- b) Client will make payments to the Consulting Agency in accordance with the provisions of the Award of Contract.

3. Commencement, completion, modification and termination of Award of Contract

3.1.1. Effectiveness of Award of Contract: This Agreement shall be effective from the date of issue by the client or date of receipt of the Award of Contract by the consulting agency.

3.1.2. Commencement of Services: The Consulting Agency shall commence the Services from the date notified by the Client.

3.1.3. Expiration of Agreement: Unless terminated earlier pursuant to relevant clauses in this Agreement hereof, this Agreement shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

3.1.4. Modification: Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services or of the Award of Contract Price, may only be made by written agreement between the Parties.

3.1.5. Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory 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.

3.1.6. No Breach of Award of Contract: The failure of a party to fulfill any of its obligations under the Award of Contract shall not be considered to be a breach of, or default under this agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Agreement.

3.1.7. Neither Party shall be able to suspend nor excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

3.1.8. Extension of Time: Any period within which a Party shall, pursuant to this agreement, 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.

3.1.9. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consulting Agency shall be entitled to continue to be paid under the terms of this Agreement, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

3.2. Termination

3.2.1 Client will have the right to terminate the assignment by giving 30 (thirty) days' notice in writing. In the event of termination for no fault of Applicant (Bidder), the Client will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the Client, the Client will forfeit the performance security of the Applicant.

3.2.2. Payment upon termination: Upon termination of this Agreement, the Client will make the following payments to the Consultants:

a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;

b) the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work Order. The Consulting Agency will be required to pay any such liquidated damages to Client within 30 days of termination date.

3.2.3. Disputes about Events of Termination: If either Party disputes Termination of the Agreement under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.3. Intellectual Property

3.3.1. Commission to own intellectual property created: All rights to any intellectual property conceived or produced by the Consultant for the Client in the course of performing the Consultancy Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Consultant for the purpose of providing the Consultancy Services are the property of the Client from the date that property is created or developed and the Consultant waives in favour of the Client any moral rights that the Consultant may have.

3.3.2. Existing intellectual property: Despite anything to the contrary contained in this Agreement, it is understood and agreed that the Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Consultant prior to, or acquired by the Consultant during, the performance of this Agreement and the Consultant will not be restricted in any way with respect to the same.

3.3.3. On termination or completion: Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Consultancy Services, the Consultant will deliver to the Client all information (including information that is in electronic form), confidential information, intellectual property, working papers, reports or other papers that are the property of the Client.

3.4. Obligations of the Consulting Agency

3.4.1. General: The Consulting Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consulting Agency shall always act, in respect of any matter relating to this Award of Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties. If any of the key personnel leave the project at any time, the agency will provide the client with choice of replacement personnel with similar or better qualifications and experience, failing which agency will be liable for penal action.

3.4.2. Conflict of interest: Prohibition of Conflicting Activities: Neither the Consulting Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

3.4.2.1. during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and

3.4.2.2. after the termination of this Contract, such other activities as may be specified in the SC.

3.4.2.3. during the term of this contract, the team members allotted by the Consulting Agency to this project may not work with any other Country.

3.4.3. Confidentiality: The Consulting Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4.4. Documents Prepared by the Consulting Agency to be the Property of the Client: All designs, reports, other documents and software submitted by the Consulting Agency pursuant to this Contract shall become and remain the property

of the Client, and the Consulting Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consulting Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.4.5. Liability of the Consulting Agency: Subject to additional provisions, if any, in this Contract the Consulting Agency's liability under this Contract shall be as provided by the Applicable Law.

3.4.6. Professional Liability insurance: Consulting Agency will maintain at its expense Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency's negligence, breach in the performance of its duties under this contract from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of services commencing from the effective date,(i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such liability, whichever of (i) or (ii) is higher with a minimum coverage of (insert amount and currency)

3.5. Obligations of the client

3.5.1. Assistance and Exemptions: the Client will use its best efforts to ensure that the Government will provide the Consulting Agency with work permits and such other documents as necessary to enable the Consulting Agency to perform the Services:

3.5.2. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

3.6. Payments to the Consulting Agency

3.6.1. Advance payment will not be considered.

3.6.2. The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every quarter, for necessary settlement. Payment would be made on equal installments on quarterly basis subject to satisfactory completion of work in the quarter. The evaluation of the quarterly activities shall be done through Committee consisted for the same. The invoices should be submitted along with complete details of the work undertaken during the quarter, supporting documents and bills (if required) as well as copies of the work/ material / produced during the quarter, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every quarter.

3.6.3. The final payment shall be released only after completion of the required work detailed in the RFP Document.

3.6.4. The GST be paid extra as applicable.

3.6.5. For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

3.6.6. Currency: The price is payable in local currency i.e. Indian Rupees.

3.7. Settlement of disputes

3.7.1. Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

3.7.2. Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the Conditions of Contract or all disputes shall be finally settled by Secretary, MSDE.

3.7.3. Any grievance regarding penalty shall be first decided/resolved at Joint Secretary Level and with final decision of Secretary, MSDE, whose decision shall be final.

3.8. Responsibility for accuracy of project documents General

The Consulting Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. The Consulting Agency shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.

3.9. Liquidated damages

3.9.1. If the selected Consulting Agency fails to complete the Assignment, within the period specified under the Contract, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value. The amount of liquidated damages for delay by Agency under this Contract shall be upto 10 % (Ten Percent) of the total value of the Contract

4. Miscellaneous

4.1. Assignment and Charges

4.1.1. The Award of Contract shall not be assigned by the Consulting Agency save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

4.1.2. The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

4.1.3. Indemnity: The Consulting Agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defense or investigation) (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consulting Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consulting Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively —Indemnified matter). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consulting Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consulting Agency from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The indemnity/total liability by the consulting agency shall be to the extent of total professional fee (total cost of financial proposal) in favour of the client. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

4.1.4. Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the contract. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5. Severability: If for any reason what so ever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable.

Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

4.1.6. Professional Liability Insurance: Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

4.1.7. Performance security:

4.1.7.1. The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in this Contract, in an amount equal to 5(Five) percent of the total value of the contract. Further, in the event the term of this Contract is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to percent as applicable at that point of time of the total cost of Financial Proposal under this Assignment.

4.1.7.2. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). (In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member, provided that such Performance Security shall mention the details of this Contract and the other Members)

4.1.7.3. The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consulting Agency of its obligations under this Contract until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Contract, the Client will refund to the Consulting Agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of

this Contract, in which case only the balance amount remaining will be returned to the Consulting Agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work Order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 60 (Sixty) Days from the date of completion of the services.

4.1.8. Penalty

4.1.8.1 Penalty: Project or process delays or any delay within the scope of work will attract a penalty of 1% per week of the total project value up to eight weeks. Thereafter work order will be treated as cancelled and cancellation charges of 10% of work order value will be levied. In addition, security money/BG will be forfeited and the Ministry will be free to get the job done from an alternate source at the risk and cost of the defaulting agency.

4.1.8.2. Any dispute regarding penalty shall be handled as per dispute settlement provision.

5. The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a. the Consultant becomes liable to pay penalty;
- b. occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.2.2;
- c. any material breach of the terms hereof; and/or
- d. without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work Order.
- e. Non-compliance of mutually agreed timelines/time plan.
- f. For any reasons the project is not completed owing to the faulty delivery/ non-cooperation/ non deliverance by the agency.
- g. For any reason Contract is terminated by agency.

Non-Disclosure Agreement
Form On bond Paper Value Rs 100/-

This Non-Disclosure Agreement made and entered into at this.....day of 2024 BY AND BETWEEN Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at of the ONE PART are hereinafter as “the Party”.

AND

Ministry of Skill Development and Entrepreneurship having office at Kaushal Bhawan, New Moti Bagh, New Delhi 110023 (hereinafter referred as MSDE which express shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART. MSDE are hereinafter as “the Party”

WHEREAS:

1. MSDE floated a Request for Proposal for selection of Consultancy Agency/Firm for Project Monitoring Unit (PMU) to support the implementation of Scheme “Skill India Programme”, the scope of which is specified therein and whereas _____ (Name of Bidder) has through an RFP process, bid for the work.
2. Consultancy Agency is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3. Consultancy Agency is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to MSDE.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.
5. Receiving Party means who receives the confidential information.
6. Disclosing Party means who discloses the confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and MSDE or its representatives to have specific access to MSDE property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information

(i) "Confidential Information" means all information disclosed/furnished by MSDE or any such information which comes into the knowledge of the Consultancy Agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Consultancy Agency to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";

"Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of MSDE including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

(iii) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

iv) The Consultancy Agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement.

(b) was rightfully in the possession of the Consultancy Agency without any obligation of confidentiality prior to receiving it from MSDE, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.

(c) was rightfully obtained by the Consultancy Agency from a source other than MSDE without any obligation of confidentiality,

(d) was developed by for the Consultancy Agency independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of MSDE. Upon termination of this Agreement, Confidential information shall be returned to MSDE or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of MSDE in respect of the Confidential Information.

In the event Consultancy Agency is legally compelled to disclose any Confidential Information, Consultancy Agency shall give sufficient notice of 45 days to MSDE to prevent or minimize to the extent possible, such disclosure. Consultancy Agency shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of MSDE. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Consultancy Agency will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

The Consultancy Agency shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Consultancy Agency who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Consultancy Agency shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Consultancy Agency agrees to notify MSDE immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'MSDE' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of MSDE's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or
- f) Financial information; or
- g) Capital adequacy computation workings

3. Publications

The Consultancy Agency shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of MSDE.

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by MSDE, whichever is earlier. The Consultancy Agency hereby agrees and undertakes to MSDE that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed MSDE promptly return or destroy, under information to MSDE, all information received by it from MSDE for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Consultancy Agency further agrees and undertake to MSDE to certify in writing to MSDE that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The Consultancy Agency agrees and undertake to treat Confidential Information as confidential for a period of [three

(3)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by MSDE to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with MSDE.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

7.1. The Consultancy Agency acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Consultancy Agency will result in irreparable damage to MSDE for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. MSDE shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to MSDE shall include MSDE's costs and expenses of enforcement (including the attorney's fees).

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d. Termination of contract

7.5. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written

agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.5. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at New Delhi and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.6. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.7. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.8 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both Party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law

The provisions of this Agreement shall be governed by the laws of India and the competent court at New Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General

MSDE discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

BUYER

BIDDER

Name of the Officer
Representative

Name of the

Designation

Organisation

MSDE

Witness

Witness

1. _____

1. _____

2. _____

2. _____

INTEGRITY PACT

Between

[MSDE]

and

M/s _____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at represented by Shri _____, hereinafter referred to as “The Bidder”

Preamble

MSDE intends to award, under laid down organization procedures, contract (s) for Selection of Consultancy Agency for setting up Project Monitoring Unit (PMU) to support the implementation of Scheme “Skill India Programme. The MSDE values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

In order to achieve these goals, the MSDE and the above-named Bidder enter into this agreement called ‘Integrity Pact’ which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

Section I – Commitments of Client

1. MSDE commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) The MSDE undertakes that no official of the MSDE connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - b) MSDE will, during the pre-contract stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidder and could obtain an advantage in relation to the tender process or the contract execution.
 - c) MSDE will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding process.

2. If MSDE obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the matter will be informed to its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section II – Commitments of the Bidder

1. The Bidder commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder will not, directly or through any other person or firm, offer, promise or give to MSDE, or to any of MSDE's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non –submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.
 - c) The Bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by MSDE part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) Bidders will not pass any information provided by MSDE as part of business relationship to others and not to commit any offence under PC/IPC Act.
 - e) The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any involved directly or indirectly in the Bidding.
 - f) The Bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

- g) The Bidder will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of MSDE.
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contract

(1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, MSDE may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, MSDE may after following due procedures also exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.

(3) If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MSDE may revoke the exclusion prematurely. However, decision of MSDE in this regard shall be final and binding on the bidder.

Section IV – Liability for violation of Integrity Pact

(1) If MSDE has disqualified the Bidder from the tender process prior to the award under Section III, MSDE may forfeit the applicable Bid Security/ Earnest Money Deposit Under the Bid.

(2) If MSDE has terminated the contract under Section III, MSDE may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

(1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 year with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process of the contract, if already awarded, can be terminated for such reason.

Section VI – Equal treatment to all Bidder

(1) MSDE will enter into agreements with identical conditions as this one with all Bidders.

(2) MSDE will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII – Punitive Action against violating Bidders

If MSDE obtains knowledge of conduct of a Bidder or an employee or a representative or an associate of a Bidder which constitutes corruption, or if MSDE has substantive suspicion in this regard, MSDE will inform the Chief Vigilance Officer (CVO).

Nothing mentioned here in above may deem to restrict the right of MSDE, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders to initiate necessary action under the Competitions Laws for the time being in force.

(* Section VIII – Independent External Monitor/Monitors

(1) MSDE has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India.

(2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to JS, MSDE, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to JS, MSDE, giving joint findings.

(3) The IEM is not subject instructions by the representatives of the parities and performs his functions neutrally and independently. He reports to the JS, MSDE.

(4) The Bidder(s) accepts that the IEM has the right to access without restriction to all documentation of MSDE related to this contract including that provided by the Bidder. The Bidder will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The IEM

is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.

(5) MSDE will provide to the IEM information as sought by him which could have an impact on the contractual relations between MSDE and the Bidder related to this contract.

(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the JS, MSDE and request the JS, MSDE to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to MSDE and the Bidder, as deemed fit, to present its case before making its recommendations to MSDE.

(7) The IEM will submit a written report to the JS, MSDE within 8 to 10 weeks from the date of reference or intimation to him by MSDE and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the IEM has reported to the JS, MSDE a substantiated suspicion of and offence under relevant Anti-Corruption Laws of India, and the JS MSDE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

(9) The word 'IEM' would include both singular and plural.

(10) A Bidder signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

Section IX – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X – Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of MSDE.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) Nothing in this agreement shall affect the rights of the parties available under the condition which are part of the Bidding Document.

(4) View expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in the bidding document IEM shall be applicable for packages wherein IEM are identified in the bidding document.

(5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

BUYER

BIDDER

Name of the Officer
Representative

Name of the

Designation

Organisation

MSDE

Witness

Witness

1. _____

1. _____

2. _____

2. _____

No.F.1/20/2018-PPD
Government of India
Department of Expenditure
Ministry of Finance
Procurement Policy Division

169-A, North Block, New Delhi,
2nd November, 2021.

OFFICE MEMORANDUM

Subject: Guidelines on Debarment of firms from Bidding

Attention is drawn towards Rule 151 of General Financial Rules (GFRs), 2017 regarding 'Debarment from Bidding' which is reproduced as under:

(i) A bidder shall be debarred if he has been convicted of an offence—

- (a) under the Prevention of Corruption Act, 1988; or*
- (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.*

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

2. This department has received a reference from Department of Commerce with a proposal that the task of universal banning of firms as per Rule 151 (ii) of GFRs as above may be undertaken by Department of Expenditure or should be decentralized to individual line Ministries/ Departments as DGS&D had been wind up on 31.10.2017. Central Public Procurement Portal (CPPP) or the Department of Expenditure can then maintain a master data of all such banned firms and it can be made available in public domain.

3 In context of above, all issues regarding debarment have been reviewed in consultations with major procuring Ministries/ Departments and it is decided to issue attached 'Debarment Guidelines' in suppression to all earlier instructions on this subject.

4. This issues with the approval of Finance Secretary.


2.11.21
(Sanjay Aggarwal)
Advisor/ Procurement Policy Division
Email: sanjay.aggarwal68@nic.in
Tel: 23093224

To,

Secretaries, All Central Ministries/ Departments.

Secretary/ Department of Public Enterprises with a request to circulate these instructions to all Central Public Sector Undertakings (CPSUs).

Guidelines on Debarment of firms from Bidding

1. The Guidelines are classified under following two types:
 - (i) In cases where debarment is proposed to be limited to a single Ministry, the appropriate Orders can be issued by that Ministry itself, thereby banning all its business dealing with the debarred firm.
 - (ii) Where it is proposed to extend the debarment beyond the jurisdiction of the particular Ministry i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

Definitions

2. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
 - a. Whether the management is common;
 - b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
 - c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
 - d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e. All successor firms will also be considered as allied firms.
4. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

Debarment by a Single Ministry/ Department

5. Orders for Debarment of a firm(s) shall be passed by a Ministry/ Department/ organizations, keeping in view of the following:
 - a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
 - b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017.

- c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Ministry/ Department, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.
 - d. It shall **not** be circulated to other Ministries/ Departments. It will only be applicable to all the attached/ subordinate offices, Autonomous bodies, Central Public Sector Undertakings (CPSUs) etc. of the Ministry/ Department issuing the debarment Order.
 - e. The concerned Ministry/ Department before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
 - f. Secretary of Ministry/Department may nominate an officer at the rank of Joint Secretary/Additional Secretary as competent authority to debar the firms.
 - g. Ministry/ Department that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same. Ordinarily, the revocation of the Order before expiry of debarred period should be done with the approval of Secretary concerned of Ministry/Department.
 - h. The Ministry/Department will maintain list of debarred firms, which will also be displayed on its website.
 - i. Debarment is an executive function and should not be allocated to Vigilance Department.
6. Code of Integrity as contained in Rule 175 of the GFRs is reproduced as under:

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) prohibition of

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.*
- (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.*
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.*
- (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.*
- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.*
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.*
- (g) obstruction of any investigation or auditing of a procurement process.*

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

7. It is possible that the firm may be debarred concurrently by more than one Ministry/ Department.

8. Ministries/ Departments at their option may also delegate powers to to debar bidders to their CPSUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for debarment in para 5 as above are to be kept in mind. Debarment by such bodies like CPSUs etc. shall be applicable only for the procurements made by such bodies.

9. Similarly, Government e-Marketplace (GeM) can also debar bidders upto two years on its portal.

10. In case of debarments under para 8 as above, revocation the debarment orders before expiry of debarred period should be done only with the approval of Chief Executive Officer of concerned CPSUs etc.

Debarment across All Ministries/ Departments

11. Where a Ministry/ Department is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, the Ministry/ Department concerned, should after obtaining the approval of the Secretary concerned, forward to DoE a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. DoE will issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases.

12. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in the Ministry/ Department forwarding such proposal.

13. Ministry/ Department before forwarding the proposal to DoE must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm). If DoE realizes that

sufficient opportunity has not be given to the firm to represent against the debarment, such debarment requests received from Ministries/ Departments shall be rejected.

14. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances

15. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by any Ministries/ Departments/ Attached/Subordinate offices of the Government of India including autonomous body, CPSUs etc. after the issue of a debarment order.

16. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

Revocation of Orders

14. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

15. A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

Other Provisions (common to both types of debarment)

16. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the Ministry/ Department. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

17. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

18. Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.

19. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

20. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
21. The period of debarment shall start from the date of issue of debarment order.
22. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.
23. Ordinarily, the period of debarment should not be less than six months.
24. In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.
25. All Ministries/ Departments must align their existing Debarment Guidelines in conformity with these Guidelines within two months of issue of these Guidelines. Further, bidding documents must also be suitably amended, if required.

XXXXXXXX