

Punjab Skill Development Mission (PSDM)

Invites

Request for Proposal (RFP) for

**Selection of Training Partner for Setting up, Operation and Maintenance for
Multi Skill Development Center, Jalandhar**

Price of the document: INR 5,000/- (Nonrefundable)

(This document is meant for exclusive purposes of submitting the proposal against this RFP document and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

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Request for Proposal

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[Handwritten signatures and initials]

Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Punjab Skill Development Mission (PSDM) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an Agreement and is not an offer or invitation to any other party. This RFP document is to provide the Bidders with information to assist in the formulation of their Proposal submission. This RFP document does not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for PSDM and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

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PSDM may in its absolute discretion, but without being under any obligation

to do so, can amend or supplement the information/clauses/articles in this RFP document. The information that PSDM is in a position to furnish is limited to this RFP and the information available at the contact addresses given in this RFP, along with any amendments/ clarifications thereon. This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with RFP the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid/ Proposal does not ensure selection of the bidder as selected bidder.

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1. Invitation for proposal

SN	Parameters	Details
1	Project Title	Selection of Training Partner for Setting up, Operations and Maintenance of Multi Skill Development Center Jalandhar, Near FCI Godown, Leather Complex, Kapurthala Road, Jalandhar-144623.
2	Concessioneing Authority	Punjab Skill Development Mission ("PSDM") Department of Employment Generation, Skill Development & Training- Punjab
3	Concession Period	Five years, further extendable for a maximum period of up-to 5 years at one time or multiple times. The extensions will however depend on satisfactory performance in previous year and also on cumulative performance from the date of signing of the Concession Agreement.
4	Bid Parameter	The successful bidder shall pay monthly to PSDM the "MSDC. Site usage charges" which shall be 40% of the assessed rent or the notional revenue calculated on basis of quoted revenue share or the actual revenue generated, whichever is higher. The notional revenue share shall be calculated at the start of FY for targeted number (500) of candidates at the rate of Rs. 49/- per candidate per hour for course of 400 hours, the settlement will be done at the end of every quarter and final adjustment at the end of FY on the basis of actual revenue generated at the MSDC. Assessed rent is as under Jalandhar: Rs. 3,68,000/- per month Bid Parameter is the Revenue Share that the bidder will pay to PSDM. Quoted revenue share must be 10% or above. Any bid below 10% of Revenue Share shall not be considered and will be summarily rejected. All revenues received by the successful bidder for training whether from the Government schemes or fee from trainees or by way of sponsorships from any other agency shall form part of the shared revenue.
5	Financials	Earnest Money Deposit: Rs. 6,00,000 (refundable) Performance Bank Guarantee: Rs. 50,00,000 (Rupees Fifty Lacs Only) (15% enhancement on completion of every 5 years)



1.1 Introduction

- 1.1.2 Punjab Skill Development Mission ("PSDM") have setup Multi Skill Development Centres (MSDCs) in the State. Now PSDM desires to engage Selection of Training Partner for Setting up, Operations and Maintenance for Multi Skill Development Center (MSDC) Jalandhar, Near FCI Godown, Leather Complex, Kapurthala Road, Jalandhar-144623. So bids are invited through this request for proposal.
- 1.1.3 An Agreement will be drawn up amongst the "PSDM" and the Selected Bidder (the "Concession Agreement").
- 1.1.4 This RFP is open to categories of eligible Training Partners, Government Institutions/Undertakings, Govt. Bodies/Societies, Govt. Boards/ Corporations, Industry, NGOs, Non-Profit Organisations, Societies, Corporates, Sector Skill Councils, Consortium/Joint ventures are also allowed to bid for the project. Consortium/Joint Venture shall have the same meaning as defined in CVC guidelines.
- 1.1.5 PSDM adopted single stage two-step process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. All Bidders shall submit their Technical Proposal and Financial Proposal against this RFP. The first step of the process involves qualification of the interested parties on the basis of the Technical Proposal submitted by the Bidders in accordance with the provisions of RFP. On the basis of Technical Evaluation, PSDM shall shortlist technically qualified Bidders. In the second step of the process, Financial Proposal of only shortlisted technically qualified Bidders shall be opened and evaluated.
- 1.1.6 The RFP contains information about the Project, Bid Evaluation Process, Proposal Submission details and qualification requirements. All proposals would be evaluated in terms of Technical and Financial capability of the Bidder.
- 1.1.7 All applicants are required to submit a non-refundable tender cost of Rs. 5000 (Rupees Five Thousand only) which is to be paid through online mode on e-Proc Portal (<https://epoc.punjab.gov.in>) through means as provided on the portal. Other modes of payment will not be considered.
- 1.1.8 The Proposals (i.e. consisting of both Technical Proposal and Financial Proposal) must be received no later than the date defined in para 1.2.1 in the manner specified in the RFP document.
- 1.1.9 PSDM shall not be responsible for any delay in receiving of the Proposals. PSDM reserves the right to reject/accept any proposal after recording the reasons in writing.
- 1.1.10 Any queries or request for additional information concerning this RFP shall be submitted in e-mail at the following e-mail: secy.skill@psdm.gov.in, hsp.msdc@gmail.com as per the schedule detailed at 1.2.1.

1.2 Schedule of the Bidding Process

1.2.1 PSDM shall adhere to the following schedule:-

SN	Description	Timelines	Date & Time
1	Sale of Bid Documents/Sale Start Date	T	
2	Last date of receiving queries via email	T+5 days	
3	Prebid Meeting	T+7 days	
4	Proposal/Bid Due Date (Last due date of submission of bid)	T+21 days	
5	Opening of Technical Proposal	T+21 days	
5a	Technical Presentation	The bidder need to give presentation part of technical evaluation as per the schedule intimated later physically in the PSDM office. The technical evaluation of bidders will be completed after the presentation round.	
6	Opening of Financial Proposals	To be informed to Shortlisted Bidders	
7	Award of Contract (AoC)	To be informed later	
8	Acceptance of AoC	Within 7 days of Award	
9	Submission of Performance Security to PSDM	Within 30 days of acceptance of AoC	
10	Operationalizing the Escrow Account by the successful bidder	Within 45 days of acceptance of AoC	
11	Signing of Concession Agreement	Within 60 days of acceptance of AoC	
12	Insurance of Building	Within 30 days from signing of Concession Agreement	

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2 Project

2.1 Background

2.1.1 National Policy for Skill Development and Entrepreneurship Policy 2015 envisions "To create an ecosystem of empowerment by Skilling on a large Scale at Speed with high Standards and to promote a culture of innovation based entrepreneurship which can generate wealth and employment so as to ensure Sustainable livelihoods for all citizens in the country". In line with the National Policy for Skill Development and Entrepreneurship, the Government of Punjab has set up the Punjab Skill Development Mission (PSDM) to address the skill gap existing in the state and skill the youth for Employability and Entrepreneurship.

2.1.2 The Government of Punjab has constructed Multi Skill Development Centres (MSDCs) across the State. Following are the key objectives for the development of these centres:-

- 1 To fully align the skill training with the needs of the Industry.
- 2 To cater to the needs of job market.
- 3 To encourage entrepreneurship and employability among the students.
- 4 To provide a variety of arrangements for training in partnership with local industry to meet their needs.
- 5 To provide for skilling of existing workforce, re-skilling, recognition of prior learning and other such needs.
- 6 To provide a highly professional, dynamic and empowered management to operate and manage the centre.
- 7 To provide for effective implementation of various skill development initiatives under Ministries of Government of India and State Government

2.2 Project Location

2.2.1 The location of the MSDC-Jalandhar is as given below:

SN	Location	Address
1	Multi Skill Development Center, Jalandhar	Near FCI Godown, Leather Complex, Kapurthala Road, Jalandhar.

2.3 Scope of Work

2.3.1 PSDM has decided to float RFP for MSDC so that the infrastructure can be utilized at full capacity. The Hostel facility and Room No. 5, 6 & 7 with washroom adjoining Room No. 5 on first floor is not part of this current bid document. In case, hostel facility is required by the successful bidder, same can be considered separately. The details of the area available in center is given below:

MSDC	Particulars		Area (Sq.ft.)
MSDC Jalandhar (Ground Floor & First Floor)	Admin Area (Ground Floor)	Admin Room	896
		In-charge Room	256
		Hall	1,610
		Dining Room	272

		Kitchen	120
		Sub Total	3,154
	Training Area (Ground Floor)	Room No. 1	1,271
		Room No. 2	1,599
		Room No. 3	2,379
		Room No. 4	1,333
		Room No. 5	1,260
		Room No. 6	330
		Room No. 7	304
		Room No. 8	252
		Room No. 9	270
		Sub Total	8,998
	Training Area (First Floor)	Room No. 1	589
		Room No. 2	589
		Room No. 3	899
		Room No. 4	899
		Sub Total	2,976
Total			15,128

Note:- Room No. 5, 6, & 7 with washroom adjoining Room No. 5 is being utilized by Satellite Study Centre of Institute of Yoga and Naturopathy for trainings run by Punjab Government under project CM DI YOGSHALA. The access for the rooms will be through the Ramp. The decision on these rooms shall be taken as and when the rooms become available with PSDM.

2.3.2 The interested bidders are advised to visit MSDC-Jalandhar before making the bid. The interested bidders may visit the MSDC on any Punjab Govt. working day from 10 AM to 4PM.

2.3.3 Terms & Conditions:

- 2.3.3.1 The Selected Bidder shall Operate, maintain and manage the project as per the provisions of the RFP. The work shall not be subletted or outsourced.
- 2.3.3.2 The Selected Bidder shall be issued Award of Contract (AoC) by the PSDM.
- 2.3.3.3 The Selected Bidder shall accept the AoC within 7 days of its issuance.
- 2.3.3.4 The Selected Bidder shall submit the Project Execution Plan (PEP) to the PSDM within 30 days of acceptance of AoC.
- 2.3.3.5 The Selected Bidder shall deposit Performance Bank Guarantee in the form of Bank Guarantee (BG) within 30 days of acceptance of AoC.
- 2.3.3.6 The Selected Bidder shall operationalize Escrow Account within 45 days of acceptance of AOC.
- 2.3.3.7 The Selected Bidder shall sign the Concession Agreement as prepared by PSDM within 60 days of acceptance of AoC by the selected bidder.

- 2.3.3.8 The In-charge of District Bureau of Employment and Enterprise, Jalandhar (Deputy Director/ District Employment Generation, Skill Development and Training Officer/ Employment Generation, Skill Development and Training Officer) shall be the Nodal Officer/ Single Point of Contact (SPOC) in the district for implementation of the project.
- 2.3.3.9 The Turn Around Time for response from PSDM for the activities to be done as per the RFP and within the purview of PSDM shall not be more than 15 working days except in exceptional circumstances.
- 2.3.3.10 The Selected Bidder shall take over the possession of the MSDC from the PSDM within 30 days of signing of Concession Agreement.
- 2.3.3.11 The Selected Bidder shall get the building insured within 30 days of signing of Concession Agreement as per insurance clause of the RFP.
- 2.3.3.12 The Selected Bidder shall obtain any and all permits, necessary approvals, clearances and sanctions from the Competent Authority (ies), as and when they may be required to perform their obligations.
- 2.3.3.13 The Selected Bidder shall commence training operations at the MSDC within 90 days of approval of PEP.
- 2.3.3.14 The Selected Bidder is allowed to do partnerships to execute the scope of work during the execution of Concessionaire Agreement after the approval of PSDM. The Selected Bidder is also allowed to create Special Purpose Vehicle for execution of work under the RFP, but in such cases the liability for execution of work and performance as per Concessionaire Agreement signatory and not of the other partners of the SPV created by the Selected Bidder.
- 2.3.3.15 The Selected Bidder shall provide all the capital investment for making the Project operational and shall procure equipment, utilities, furniture & fixtures etc. in accordance with the approved Project Execution Plan.
- 2.3.3.16 The Selected Bidder can submit request to revise the PEP once every quarter. Till the time the revised PEP is approved by PSDM, the old PEP shall remain effective. The selected bidder shall submit request for revising the PEP for the next Financial Year (FY) at least 3 months prior to the commencement of new Financial Year.
- 2.3.3.17 The Selected Bidder shall run the courses and batches as per the approved Project Execution Plan (PEP).
- 2.3.3.18 The list of courses as recommended by PSDM to be run at the MSDC is attached at Annexure 13. The successful bidder shall choose at least 5 courses out of the list at Annexure 13. The job roles in Annexure 13 can be amended by mutual agreement of PSDM and successful bidder as per the employment market requirement. Further, the trainings and placements in these chosen

courses should account for at-least 50% of the annual targets assigned to the successful bidder. Additionally, the Selected Bidder can run following types of skilling, upskilling & reskilling courses (approval to be taken through proposed Project Execution Plan), ensuring a minimum of 100 hours of training:

- ◆ Courses notified by SCVT/NCVET/SSC
- ◆ Courses/Programs Sponsored by any Govt. Department/Ministry
- ◆ Courses being undertaken by Industry Associations.
- ◆ Courses under CSR.
- ◆ Any Other trainings under GOI/GOP.

2.3.3.19 The Selected Bidder shall have the target to train & certify minimum of 500 Candidates per year (For partial years the targets will be on a proportionate basis). This mandatory requirement of accomplishing targeted number of trainings and certifications in a year shall include only such trainings for which revenue share is paid by the successful bidder to PSDM and shall not include RPL trainings. Further; Certifications shall have to be from 3rd party assessing agency. The successful bidder may undertake non-revenue sharing/ generating CSR trainings after taking necessary approval from PSDM. Candidates to be trained at MSDC are to be enrolled on the portal specified under the scheme or in case the scheme is silent or does not specify the portal, then that training project/scheme/program including the training funded through Corporate Social Responsibility are to be on-boarded on Skill India portal of Ministry of Skill Development and Entrepreneurship and/or any other portal as specified by the PSDM. In case PSDM specifies any other portal, Cost will not be more than that of SID Portal or any other Government of India Portal taking place of SID portal. In case the placement record cannot be updated on Specified/SID portal, the signed and stamped placement documents are to be submitted physically in the office of PSDM.

2.3.3.20 The training target of 50% candidates (250 candidates out of training target of 500 candidates) shall be sponsored by PSDM to the successful bidder, so as to make the trainings at MSDCs more viable for the Training Agency. PSDM may give these targets out of the Govt. of India sponsored schemes or out of the skill schemes sponsored by Govt. of Punjab. In case PSDM does not provide the sponsored target, the penalty and incentive provisions shall be proportionally adjusted.

2.3.3.21 The selected bidder shall have the target to place minimum of 70% of the trained and certified target of 500 Candidates. This placement target is recommendatory for trainings conducted in a Financial Year beyond the approved training & certification target of 500 Candidates. This shall not apply to RPL trainings.

2.3.3.22 The Selected Bidder shall be responsible for ensuring placement in accordance with the guidelines of the scheme/project. In cases where the scheme is silent on placement and in cases of CSR Projects, the Bidder should ensure to achieve employment of at least 70% of the trained & certified candidates including maximum of 20% candidates engaged in self-employment. Also in such cases, the wage employment has to be at at-least semi-skilled wage rates in minimum of 3 out of 6 months post training and certification (the documents that are required to be submitted for eligibility of claiming such placements shall be the Offer letter, the salary slip and the bank statement duly counter signed & stamped by the Selected Agency for 3 months). Self-employment shall be verified as per PMKVY guidelines attached as Annexure-15 as amended.

- from time to time.
- 2.3.3.23 The annual Training and Placement targets may be carried forward by up to 25% in first year, up to 20% in second year, up to 15% in 3rd year and by up to 10% in 4th year. The training partner must put timely requests i.e. before the completion of FY for approval of PSDM. Once approved by PSDM, the carried forward targets must be met in the following year. The pending target cannot be carried forward for more than 1 year.
- 2.3.3.24 Selected Bidder can determine the fees for various Courses as per the following:
- Income from Government Sponsored Candidates: The Selected bidder would be able to charge only the fees approved as per the relevant government scheme for the Sponsored Candidates. The targets allocated by PSDM under Government schemes shall be given precedence by the selected bidder over other types of trainings.
 - Income from Industry Sponsored Candidates: The Selected bidder may determine and charge fees for specific industry sponsored courses in line with the Common Cost Norms as defined by the Ministry of Skill development and Entrepreneurship from time to time that may be run at the Centre. However, the proposal for running such courses would have to be approved by the PSDM. Any divergence in costing shall need approval of PSDM.
 - Income from Non-Sponsored Candidates: The Selected bidder shall determine fees for Non Sponsored Candidates in line with the Common Cost Norms as defined by the Ministry of Skill development and Entrepreneurship from time to time and to be approved by the PSDM. Any divergence in costing shall need approval of PSDM.
 - Other Revenues Sources: The partner may submit any other proposals for generating other revenues sources from the Project such as running a Testing Centre, Consulting Centre, Industry tie-ups, etc. subject to the same being approved by PSDM.
- 2.3.3.26 The Selected Bidder shall ensure that at all times during the implementation of this Project, the MSDC shall have a fulltime Principal/Project Manager, having appropriate experience who as per eligibility by PSDM vide Annexure-12 to ensure the operation and management of the Institute. The concerned is required to be stationed near the MSDC for the entire project duration. This person shall be the Single Point of Contact (SPOC) from side of selected bidder. Roles and responsibilities have also been defined in the Annexure-12. MSDC shall always have Principal/Project Manager at all times during the project. In case he/she is not available, charge shall be given by the shortlisted bidder to some responsible individual/official and advance intimation is to be shared with PSDM.
- 2.3.3.27 The Selected Bidder shall timely pay at its own costs all applicable expenses arising during concession period. This shall include the expenses arising out of preparation of Project Execution Plan and all other operational aspects of the Project including security, salaries, administration, electricity charges, water charges, Internet and Telephone bills, Operation & Maintenance etc. The Selected Bidder shall deposit the bills and payment proofs of all utilities with PSDM at the end of every quarter. The Selected Bidder shall give No Due Certificate (NDC) to PSDM at the end of every FY regarding (Electricity, Water, Sewerage, Internet & Telephone charges & bills etc.)
- 2.3.3.28 The Selected Bidder shall keep the machines/ equipment functional for the entire Concession Period to ensure availability for trainees.
- 2.3.3.29 The Selected Bidder shall pay at its own cost all applicable existing and future taxes/ charges/

- fees/ levies including the services tax, stamp duty, registration charges and any other legal documentation charges, if any, in respect of the said Project, as leviable.
- 2.3.3.30 The Selected Bidder shall effect and maintain, or cause to be effected and maintained, at its own expense, insurance policies as may be required to be maintained by the Senior Lenders, under Applicable Laws and/ or such insurances that are necessary or desirable in accordance with Good Industry Practice including coverage for Fire, Electrical Fixtures, Robbery, Burglary, Earthquake, Flood, Electrical Breakdown, Natural Disaster, Man Made Hazards, Accidental Damage of the infrastructure handed over by the PSDM to Concessionaire during the validity of the Concession Agreement.
- 2.3.3.31 The Selected Bidder shall get all the trainees insured during the time period of training and certification and shall take reasonable precautions for the prevention of accidents on or about the Project and provide all reasonable assistance along with emergency medical aid to accident victims (if any).
- 2.3.3.32 The Selected Bidder shall apply, coordinate, obtain and keep effective the Applicable approvals to run the Project, at all times during the Concession Period.
- 2.3.3.33 The Selected Bidder shall not assign, transfer or create any lien or Encumbrance on the Project or any part thereof, during the Concession Period.
- 2.3.3.34 The Selected Bidder shall undertake and discharge all the liabilities relating to salaries and operational expenses of the Project.
- 2.3.3.35 The Selected Bidder shall carry out the works strictly in accordance with the Project Execution Plan as approved by the PSDM.
- 2.3.3.36 The Selected Bidder shall provide monthly, quarterly and annual reports to the Concessional Authority on major parameters such as Enrollments, trained, certified, appointed and placed candidates, Attendance, Trainer details and General Maintenance/Cleanliness. Report should also detail the progress achieved with reference to the approved PEP for implementation of the various tasks. The Annual Report should include both text as well as graphic and should be submitted on or before 30th of April each year. The Selected bidder shall submit three hard copies and one soft copy (electronic version) of all the reports and key deliverables.
- 2.3.3.37 The selected Bidder shall submit Provisional and final CA audited financial statements including Balance Sheet, Receipts and Payments & Profit & Loss Statement by 30th of June and by 30th September of Next FY respectively. These financial documents shall not be of all the businesses of the selected bidder but shall pertain to the operations at MSDC only.
- 2.3.3.38 The Selected Bidder shall ensure that any/all consumables / materials used during the Implementation Period are of best quality and area available at all times during Project period.
- 2.3.3.39 The Selected Bidder shall duly monitor and control the activities of its employees as may be necessary.
- 2.3.3.40 In addition to this, the Selected Bidder shall market the courses in and around the catchment area to increase the enrolment of the students at the center. Course curriculum, certification of courses, providing training to the students and trainers in the specified courses and ensuring placement for the candidates as per the scheme guidelines as implemented in the center shall also be the responsibility of the Selected Bidder.
- 2.3.3.41 Selected bidder shall ensure availability of adequate number of Qualified and Certified Trainers as per the mandate of the course/job role i.e. run at the MSDC. Adequate skill upgradation

training shall be given by the Selected Bidder to its staff to run the MSDC in the Professional manner. The minimum job role wise qualification of trainers who are eligible to provide training under the project is at Annexure 14. Trainer's qualification is subject to notification/updates from Concerned SSC from time to time.

2.3.3.42 At the end of the Concession Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Concession Agreement shall cease to have effect and the entire Project including all the immovable assets, whether provided by PSDM or brought in by the Selected bidder during the subsistence of the Concession Agreement), in good condition after clearing all the electricity/ water dues, thereof shall be transferred back to PSDM, as per the provisions. The Selected bidder shall be free to remove all the movable assets belonging to the bidder from the MSDC upon the expiry or prior termination of the Concession Agreement.

2.3.3.43 The Selected Bidder shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account.

- all Fee and any other revenues from or in respect of the Project; and
- termination Payments received in cases where training activities at MSDC are terminated midway by PSDM/other agencies due to any reason whatsoever
- All revenues received by the successful bidder for training whether from the Government schemes or fee from trainees or by way of sponsorships from any other agency shall form part of the shared revenue.

CAPEX costing should not be part of the ESCROW account.

2.4 Commercial Consideration(s)

- The successful bidder shall pay monthly to PSDM the "MSDC Site usage charges" which shall be 40% of the assessed rent or the notional revenue calculated on basis of quoted revenue share or the actual revenue generated, whichever is higher. The notional revenue share shall be calculated at the start of FY for targeted number (500) candidates at the rate of Rs. 49/- per candidate per hour for course of 400 hours, the settlement will be done at the end of every quarter and final adjustment at the end of FY on the basis of actual revenue generated at the MSDC.

Assessed rent is as under

Jalandhar: Rs. 3,68,000/- per month

- Bid Parameter is the Revenue Share that the bidder will pay to PSDM. Quoted revenue share must be 10% or above. Any bid below 10% of Revenue Share shall not be considered and will be summarily rejected.
- All revenues received by the successful bidder for training whether from the Government schemes or fee from trainees or by way of sponsorships from any other agency shall form part of the shared revenue.
- There shall be enhancement of Assessed Rent at the rate of 20% every 3 years from the date of signing of concession agreement taking the previous month's Assessed Rent as the base.

2.5 Insurance

1. Insurance during Concession Period: The Concessionaire shall effect and maintain at its own cost, during the Concession Period, such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice to cover third party claims and Non Political Event (the "Insurance Cover). The Concessionaire shall ensure that in each insurance policy, PSDM shall be a co-insured and that the Insurer shall pay the proceeds of insurance into the PSDM Account.
2. Notice to the Authority: Not later than 30 (thirty) days prior to commencement of the Concession Period, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article. Within 30 (thirty) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.
3. Evidence of Insurance Cover: All insurances obtained by the Concessionaire shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.
4. Remedy for failure to insure: If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.
5. Waiver of subrogation : All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this 2.5 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance
6. Concessionaire's waiver : The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.
7. Application of insurance proceeds: The proceeds from all insurance claims, excluding life and injury claims, shall be paid to the Concessionaire by crediting the PSDM Account., apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or

installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

8. Compliance with conditions of insurance policies: The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with conditions imposed by the insurance policies effected in accordance with the Agreement.

2.6 Penalties for non-performance/Performance below par

Award of Contract (AoC)

	Timeframe(FY)	Penalty for not achieving
1	Non Acceptance of AoC within 7 days of Issuance	Rs. 1000/-per day upto a maximum of 10 days.
2	If the default mentioned in point no.1 goes beyond 10 days	Rs. 2500/-per day upto a maximum of 10 days.
3	If the default mentioned in point no.1 goes beyond 20 days	Rs. 3500/-per day upto a maximum of 10 days.
4	If the default mentioned in point no.1 goes beyond 30 days	Forfeiture of the Earnest Money Deposit and termination of any further progress on the project with the shortlisted bidder.

Project Execution Plan (PEP)

	Timeframe(FY)	Penalty for not achieving
1	Non Submission of PEP within 30 days of acceptance of AoC	Rs. 2500/-per day upto a maximum of 10 days.
2	If the default mentioned in point no.1 goes beyond 10 days	Rs. 3500/-per day upto a maximum of 10 days.
3	If the default mentioned in point no.1 goes beyond 20 days	Rs. 5000/-per day upto a maximum of 10 days.
4	If the default mentioned in point no.1 goes beyond 30 days	Forfeiture of the Earnest Money Deposit and termination of any further progress on the project with the shortlisted bidder.

Performance Bank Guarantee

	Timeframe(FY)	Penalty for not achieving
1	Non Submission of Performance Bank Guarantee within 30 days of acceptance of AoC	Rs. 2500/-per day upto a maximum of 10 days.
2	If the default mentioned in point no.1 goes beyond 10 days	Rs. 3500/-per day upto a maximum of 10 days.
3	If the default mentioned in point no.1 goes beyond 20 days	Rs. 5000/-per day upto a maximum of 10 days.
4	If the default mentioned in point no.1 goes beyond 30 days	Forfeiture of the Earnest Money Deposit and termination of any further progress on the project with the shortlisted bidder.

Escrow Account

	Timeframe(FY)	Penalty for not achieving
1	Non operationalizing of Escrow Account within 45 days of acceptance of AoC	Rs. 2500/-per day upto a maximum of 5 days.

2	If the default mentioned in point no.1 goes beyond 5 days	Rs. 3500/-per day upto a maximum of 5 days.
3	If the default mentioned in point no.1 goes beyond 10 days	Rs. 5000/-per day upto a maximum of 5 days.
4	If the default mentioned in point no.1 goes beyond 15 days	Forfeiture of the Earnest Money Deposit and termination of any further progress on the project with the shortlisted bidder.

Concessionaire Agreement

	Timeframe(FY)	Penalty for not achieving
1	Non-signing of Concessionaire Agreement within 60 days of acceptance of AoC.	Rs. 5000/-per day upto a maximum of 15 days.
2	If the default mentioned in point no.1 goes beyond 15 days	Forfeiture of Performance Bank Guarantee and termination of any further progress on the project with the shortlisted bidder.

MSDC Site/ Location Usage Charges

	Timeframe(FY)	Penalty for not achieving + MSDC Site/ Location Usage Charges due
1	MSDC Site/ Location Usage Charges not deposited on or before 10 th of Every Month	Rs. 250/-per day upto a maximum of 30 days.
2	If the default mentioned in point no.1 goes beyond 30 days	Rs. 500/-per day upto a maximum of 30 days.
3	If the default mentioned in point no.1 goes beyond 60 days	Rs. 750/-per day upto a maximum of 30 days
4	If the default mentioned in point no.1 goes beyond 90 days	Rs. 1000/-per day upto a maximum of 30 days.
5	If the default mentioned in point no.1 goes beyond 120 days	Rs. 1250/-per day upto a maximum of 30 days.
6	If the default mentioned in point no.1 goes beyond 150 days	Forfeiture of Performance Bank Guarantee & Termination of Agreement

Placement Targets

	Timeframe(FY)	Penalty for not achieving
1	Non Achievement of Placement Targets	Rs. 2500/- per Candidate on the no. of candidates placed lesser than annual targets. PSDM may initiate termination proceedings with/without giving any cure period to the selected bidder.

Principal/Project Manager

	Timeframe(FY)	Penalty for not achieving
1	Non-Appointment of Principal/Project Manager within 45 days of AoC.	Rs. 1000/- per day upto maximum of 45 days.
2	If the default mentioned in point no.1 goes beyond 45 days	Forfeiture of the Performance Bank Guarantee & Termination of Agreement

CA audited financial statement/ Insurance

	Timeframe(FY)	Penalty for not achieving
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1	Non-submission of CA audited financial statements/ Non-submission of Insurance document.	Rs. 500/- per day upto maximum of 90 days.
2	If the default mentioned in point no.1 goes beyond 90 days / Non-submission of Insurance document.	Rs. 1000/- per day upto maximum of 90 days.
2	If the default mentioned in point no.1 goes beyond 180 days / Non-submission of Insurance document.	Forfeiture of the Performance Bank Guarantee & Termination of Agreement

On-boarding scheme on Digital Platform

	Timeframe(FY)	Penalty for not achieving
1	Failure to on-board scheme on digital platform. On boarding of scheme on digital platform shall be got done by Successful bidder at-least 15 days from the commencement of scheme/Project.	Rs 50,000/- per scheme and non-counting of these trainings in achieving the overall target.

Non adherence to PEP

	Timeframe(FY)	Penalty for not achieving
1	Non-adherence to PEP	Rs 50,000/- per course run and non-counting of these trainings in achieving the overall target.

If the Selected bidder fails to deposit the Penalty amount and/or MSDC Usage charges due within 30 days of default, the amount will be recovered from Performance Bank Guarantee which will be recouped from the selected bidder within 60 days of recovery made by PSDM. 10% of interest will be charged for every month on delay of deposit for maximum up-to 6 months, after that, Forfeiture of the Performance Bank Guarantee & Termination of Agreement will be enforced.

2.7 Incentives for good performance

Placements beyond 70% certified candidates

	Factor - Number of Candidates placed	Incentive
1	Above 351 to 400	5% reduction in annual payment payable to PSDM for that year
2	From 401 to 450	10% reduction in annual payment payable to PSDM for that year
3	From 451 to 500	15% reduction in annual payment payable to PSDM for that year
4	From 501 and above	20% reduction in annual payment payable to PSDM for that year

Additional Incentive of Placements in wages of Skilled category

	Factor - Number of Candidates placed	Incentive
1	If number of candidates placed in Skilled Category wages are more than 20% of the placement target of the year	10% reduction in annual payment payable to PSDM for that year

3 Details of the Proposal

3.1 Evaluation Process

The evaluation of the bids will be completed in 2 steps.

- Step 1 – Opening of Technical Proposals, evaluation and short listing of the applicants
- Step 2 – Opening of Financial Proposals of the shortlisted applicants.

3.2 Technical Proposal Criteria

3.2.1 Only those bidders who meet the "Minimum Eligibility Criteria" as mentioned below and scoring more than 70 marks in the Technical Evaluation will be "Technically Qualified" for evaluation of financial proposals. The bidder quoting the highest percentage of revenue share as per Annexure-9 will be selected as successful bidder.

3.2.2 Minimum Eligibility Criteria for Training Partners, Government Institutions/Undertakings, Govt. Bodies/Societies, Govt. Boards/ Corporations, Industry, NGOs, Non-Profit Organisations, Societies, Corporates, Sector Skill Councils, Consortium/Joint ventures be based on best 3 years out of 5 financial years ending on 31.3.2024.

i. The bidder should be in existence for at least 5 years as on 31-03-2024 (attach relevant proof showing for at least 5 years as on 31.03.2024.)

ii. Training & Placement Criteria

For Eligible bidders except NGOs/ Non-Profit Organisations	For NGOs/Non-Profit Organisations
1. The bidder shall have trained a minimum of 2,000 candidates on consolidated basis in best 3 financial years out of 5 financial years ending on 31.3.2024. (Declaration and Client Certificate as per Annexure-6 & 7)	a1. The bidder shall have trained a minimum of 1,000 students on consolidated basis in last 3 Financial years ending on 31.03.2024. (Declaration and Client Certificate as per Annexure-6&7)
2. The Bidder shall have placed a minimum of 1,000 candidates on consolidated basis in best 3 financial years out of 5 financial years ending on 31.3.2024. (Declaration and Client Certificate as per Annexure-6 & 7)	a2. The Bidder shall have placed a minimum of 500 students on consolidated basis in last 3 FYs ending on 31.03.2024. (Declaration and Client Certificate as per Annexure-6 & 7)

iii. Financial Criteria

For Eligible bidders except NGOs/ Non-Profit Organisations/ Government Institutions/Undertakings, Govt. Bodies/Societies, Govt. Boards/ Corporations,	For NGOs/Non-Profit Organisations	Government Institutions/Undertakings, Govt. Bodies/Societies, Govt. Boards/ Corporations
The Bidder shall have an Average Annual Turnover of not less than INR 5.0 Crores (Rupees five Crores Only) from any business including skilling and training and INR 2 Crores (Rupees Two Crores Only) from only training and skilling activities in best 3 financial years ending on 31.3.2024.	The Bidder shall have an Average Annual Turnover of not less than INR 1.0 Crore (Rupees One Crore Only) from any business including skilling and training and INR 50 lacs (Rupees 50 lacs Only) from only training and skilling activities in best 3 financial years ending on 31.3.2024.	No minimum financial criteria required for Government Organization

iv. The Bidder shall have tie-up with at least 10 employers for providing the placement for at least 350

trained candidates. As per Annexure-8 with documents from Employers.

- v. The bidder is not blacklisted by any donor/state Government / Central Government /any competent authority from which they have received the allocation under the skill development training. (Should submit an undertaking on its letterhead duly signed by authorized representative with office seal). This clause is not applicable to Govt. Institutions. As per Annexure-11.NOTE:

"Placed" means the candidates should have been placed as per relevant scheme guidelines at the wages not less than the minimum wages of the state in which they have been employed for minimum of 3 months duration.

3.3 Evaluation of Technical Proposals:

- i) The Technical proposals of the Bidder will be evaluated on the basis of the below mentioned marking scheme for Eligible bidders except NGO/ Government Institutions/Undertakings & their Bodies/Societies, Govt. Boards & Corporations.

Technical Capacity		
	Marks allotted	Max Marks
A) Existence as on 31.03.2024		
5-7 years	5	
More than 7 years	10	
B) Financial Strength in best 3 financial years out of 5 financial years ending on 31.3.2024		
Average Annual Turnover of Rs. 5 Cr. to 7Cr.	5	
Average Annual Turnover more than Rs. 7 Cr. to 10Cr.	10	
Average Annual Turnover more than 10 Crs.	15	
C) Financial Strength in best 3 financial years out of 5 financial years ending on 31.3.2024 (Training & Skilling Only)		
Out of B above 2 Cr. to 3 Cr. from Training & Skilling Activities	5	
Out of B above 3 Cr. to 5 Cr. from Training & Skilling Activities	10	
Out of B above 5 Cr. from Training & Skilling Activities	15	
D) Training Track Record – in best 3 financial years out of 5 financial years ending on 31.3.2024		
Trained between 2001-2500 trainees	5	
Trained between 2,501-3500 trainees	10	
Trained more than 3500 trainees	15	
E) Employment Track Record in best 3 financial years out of 5 financial years ending on 31.3.2024		
Placed between 1001-1500 candidates	5	
Placed between 1501-2000 candidates	10	
Placed between 2001-2500 candidates	15	
Placed more than 2500 candidates	20	
F) Placement Tie-Up		
Tie-up for 300 -400 Candidates	3	
Above 400 Candidates	5	
G) Presentation– To be submitted and presented later as per schedule intimated by PSDM. The presentation is not to be submitted with the bid application. The technical evaluation of bidders will be completed after the presentation round.		
Approach & Methodology towards the Project Plan & Proposed Setup Employability assurance plan proposed for the project Staffing plan in line with the methodology proposed.	20	
Total Marks		100

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(Handwritten marks)

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