

**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)

## **Request for Proposal**

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**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.*

*PSDM and their employees and advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf of PSDM or their employees, any consultants or otherwise arising in any way from the selection process for the Project.*

*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.*

## 1. Invitation for proposal

SN	Parameters	Details
1	<b>Project Title</b>	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	<b>Concessioneing Authority</b>	<b>Punjab Skill Development Mission ("PSDM")</b> Department of Employment Generation, Skill Development & Training- Punjab
3	<b>Concession Period</b>	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	<b>Bid Parameter</b>	<p>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 (350) 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.</p> <p>Assessed rent is as under Jalandhar: Rs. 3,09,000/- per month</p> <p>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.</p> <p>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.</p>
5	<b>Financials</b>	<p>Earnest Money Deposit: Rs. 4,00,000 (refundable)</p> <p>Performance Bank Guarantee: Rs. 25,00,000 (Rupees Twenty Five Lacs Only) (15% enhancement on completion of every 5 years)</p>

## 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 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. Maximum number of partners in JV shall be limited to three. Each partner should meet at least 25% (and the lead partner at least 50%) out of the qualifying limit in case of experience and financial turnover.
- 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 through the e-Procurement portal (<https://eproc.punjab.gov.in>) or raised during the pre-bid meeting. Request for clarifications sent through any other mode shall not be considered by PSDM.

## 1.1 Schedule of the Bidding Process

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1.1.1 PSDM shall adhere to the following schedule: -

SN	Description	Timelines	Date & Time
1	Sale of Bid Documents/Sale Start Date	T	19-03-2026 09:00 AM
2	Last date of receiving queries	T+3 days	22-03-2026 05:00 PM
3	Prebid Meeting	T+5 days	24-03-2026 11:00 AM
4	Proposal/Bid Due Date (Last due date of submission of bid )	T+10 days	30-03-2026 05:00 PM
5	Opening of Technical Proposal	T+10 days	01-04-2026 11:00 AM
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 60 days of signing of concession agreement	-
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

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### 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.

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### 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 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:

<b>MSDC</b>	<b>Particulars</b>		<b>Area (Sq. ft.)</b>
<b>MSDC Jalandhar (Ground Floor only)</b>	Admin Area (Ground Floor only)	Centre In-charge Room	300
		Pantry	300
		MIS Room cum Library	900
		<b>Sub Total</b>	<b>1,500</b>
	Training Area (Ground Floor only)	Room No. 1	280
		Room No. 2	300
		Room No. 3	350
		Room No. 4	1,400
		Room No. 5	1,400
		Room No. 6	1,400
		Room No. 7	1,600
		Room No. 8	2,100
		Room No. 9	250
		<b>Sub Total</b>	<b>9,080</b>
	<b>Total</b>		<b>10,580</b>

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 60 days of signing of concession agreement. The concessionaire shall deposit revenue share for this 60 days period directly into PSDM's bank account.
- 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 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.
- 2.3.3.15 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.
- 2.3.3.16 The Selected Bidder shall run the courses and batches as per the approved Project Execution Plan (PEP).
- 2.3.3.17 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.

- 2.3.3.18 The Selected Bidder shall have the target to train & certify minimum of 350 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.
- 2.3.3.19 The training target of 50% candidates (175 candidates out of training target of 350 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.
- 2.3.3.20 The selected bidder shall have the target to place minimum of 70% of the trained and certified target of 350 Candidates. This placement target is recommendatory for trainings conducted in a Financial Year beyond the approved training & certification target of 350 Candidates in a financial year further subject to mandate of the scheme/programme/project etc. under which trainings are being conducted. This shall not apply to RPL trainings.
- 2.3.3.21 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 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.

2.3.3.22 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 3<sup>rd</sup> year and by up to 10% in 4<sup>th</sup> 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.

2.3.3.23 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.

2.3.3.24 The Selected Bidder shall appoint Principal/Project Manager with 45 days of AoC. 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 with equivalent/higher qualification and advance intimation is to be shared with PSDM.

2.3.3.25 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 latest by 31<sup>st</sup> May regarding (Electricity, Water, Sewerage, Internet & Telephone charges & bills etc.)

- 2.3.3.26 The Selected Bidder shall keep the machines/ equipment functional for the entire Concession Period to ensure availability for trainees.
- 2.3.3.27 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.
- 2.3.3.28 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.
- 2.3.3.29 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).
- 2.3.3.30 The Selected Bidder shall apply, coordinate, obtain and keep effective the Applicable approvals to run the Project, at all times during the Concession Period.
- 2.3.3.31 The Selected Bidder shall not assign, transfer or create any lien or Encumbrance on the Project or any part thereof, during the Concession Period.
- 2.3.3.32 The Selected Bidder shall undertake and discharge all the liabilities relating to salaries and operational expenses of the Project.
- 2.3.3.33 The Selected Bidder shall carry out the works strictly in accordance with the Project Execution Plan as approved by the PSDM.
- 2.3.3.34 The Selected Bidder shall provide monthly, quarterly and annual reports to the Concessioning 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.
- 2.3.3.35 The selected Bidder shall submit Provisional and final CA audited financial statements of the current F.Y 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.

- 2.3.3.36 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.
- 2.3.3.37 The Selected Bidder shall duly monitor and control the activities of its employees as may be necessary.
- 2.3.3.38 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.
- 2.3.3.39 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.
- 2.3.3.40 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.
- 2.3.3.41 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.

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#### **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 (350) 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.

**Note:** - Rs. 49/- per candidate per hour is subject to corresponding escalation as per Common Cost Norms of Ministry of Skill Development and Entrepreneurship, Govt. of India.

Assessed rent is as under

Jalandhar: Rs. 3,09,000/- 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.

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## 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 Clause, 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.  
***Note:-**Financing Agreements" or "Financing Documents" means the documents/agreements executed by the Concessionaire in respect of Financial Assistance to be provided by the Senior Lenders to the Concessionaire by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debenture bonds and other debt instruments, security agreements and other documents relating to the financing (including refinancing) of the Total Project Cost and includes any amendments or modifications made to it.*
  
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**

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Award of Contract (AoC)

Timeframe(FY)	Penalty for not achieving
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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, termination of any further progress on the project with the shortlisted bidder and debarment/blacklisting of the agency for a period of two years from participating in or undertaking any project under the State Government or Government of India."

**Note:** In case of Default on any one or all of the aforesaid three parameters, the concessionaire to deposit the penalty into bank account of PSDM. In case of non-deposition same shall be deducted from the EMD and/or Authority is entitled to forfeiture of the Earnest Money Deposit and/or 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 60 days of signing of concession agreement	Rs. 2500/-per day upto a maximum of 5 days.
2	If the default mentioned in point no.1 goes	Rs. 3500/-per day upto a maximum of 5

	beyond 5 days	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 Performance Bank Guarantee.

#### Concessionaire Agreement

	<b>Timeframe(FY)</b>	<b>Penalty for not achieving</b>
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

	<b>Timeframe(FY)</b>	<b>Penalty for not achieving + MSDC Site/ Location Usage Charges due</b>
1	MSDC Site/ Location Usage Charges not deposited on or before 10 <sup>th</sup> 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

	<b>Timeframe(FY)</b>	<b>Penalty for not achieving</b>
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

	<b>Timeframe(FY)</b>	<b>Penalty for not achieving</b>
1	Non-Appointment of Principal/Project Manager within 45 days of AoC.	Rs. 1000/- per day upto maximum of 45 days.
2	Non availability of Principal /Project Manager during the project period	Rs. 1000/- per day upto maximum of 180 days in project period of 5 years.
	If the defaults mentioned in point no.1 & 2	Forfeiture of Performance Bank Guarantee & Termination of Agreement

	goes beyond specified days	
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#### CA audited financial statement/ Insurance

	<b>Timeframe(FY)</b>	<b>Penalty for not achieving</b>
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

	<b>Timeframe(FY)</b>	<b>Penalty for not achieving</b>
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

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

#### No dues Certificate

	<b>Timeframe(FY)</b>	<b>Penalty for not achieving</b>
1.	Non-submission of No Dues Certificate to PSDM at the end of every FY latest by 31st May.	Rs. 1000/- per day upto maximum of 90 days
2.	If default mentioned in Point No. 1 goes beyond 90 days	Rs.2000/- per day upto maximum of 180 days
3.	If default mentioned in Point No. 1 goes beyond 180 days	Forfeiture of Performance Bank Guarantee.

If the Selected bidder fails to deposit the Penalty amount/MSDC Usage charges / any other dues including electricity, water, or other utility bills 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 payable to PSDM 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

	<b>Factor - Number of Candidates placed</b>	<b>Incentive</b>
1	Above 246 to 300	5% reduction in annual payment payable to PSDM for that year
2	From 301 to 350	10% reduction in annual payment payable to PSDM for that year
3	From 351 to 400	15% reduction in annual payment payable to PSDM for that year
4	From 401 and above	20% reduction in annual payment payable to PSDM for that year

Additional Incentive of Placements in wages of Skilled category

	<b>Factor - Number of Candidates placed</b>	<b>Incentive</b>
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 31.3.2025.

i. The bidder should be in existence for at least 5 years as on 31-03-2025 (attach relevant proof showing for at least 5 years as on 31.03.2025.)

ii. **Training & Placement Criteria**

<b>For Eligible bidders except NGOs/ Non-Profit Organisations</b>	<b>For NGOs/Non-Profit Organisations</b>
1. The bidder shall have trained a minimum of 2,000 candidates on a consolidated basis in best 3 financial years out of 5 financial years ending on 31.3.2025. (Declaration and Client Certificate as per Annexure-6 &7)	1. The bidder shall have trained a minimum of 1,000 students on a consolidated basis in last 3 Financial years ending on 31.03.2025. (Declaration and Client Certificate as per Annexure-6&7)

2. The Bidder shall have placed a minimum of 1,000 candidates on a consolidated basis in best 3 financial years out of 5 financial years ending on 31.3.2025. (Declaration and Client Certificate as per Annexure-6 & 7)	2. The Bidder shall have placed a minimum of 500 students on a consolidated basis in last 3 FYs ending on 31.03.2025. (Declaration and Client Certificate as per Annexure- 6 & 7)
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iii. **Financial Criteria**

<b>For Eligible bidders except NGOs/ Non-Profit Organisations/ Government Institutions/Undertakings, Govt. Bodies/Societies, Govt. Boards/ Corporations,</b>	<b>For NGOs/Non-Profit Organisations</b>	<b>Government Institutions/Undertakings, Govt. Bodies/Societies, Govt. Boards/ Corporations</b>
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 out of 5 financial years ending on 31.3.2025.	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 out of 5 financial years ending on 31.3.2025.	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 245 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 at bid submission date. (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.

<b>Technical Capacity</b>		
	<b>Marks allotted</b>	<b>Max Marks</b>
<b>A) Existence as on 31.03.2025</b>		
5-7 years	5	
More than 7 years	10	

<b>B) Financial Strength in best 3 financial years out of 5 financial years ending on 31.3.2025</b>		
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	
<b>C) Financial Strength in best 3 financial years out of 5 financial years ending on 31.3.2025 (Training &amp; Skilling Only)</b>		
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	
<b>D) Training Track Record – in best 3 financial years out of 5 financial years ending on 31.3.2025</b>		
Trained between 2001-2500 trainees	5	
Trained between 2,501-3500 trainees	10	
Trained more than 3500 trainees	15	
<b>E) Employment Track Record in best 3 financial years out of 5 financial years ending on 31.3.2025</b>		
Placed between 1001-1500 candidates	5	
Placed between 1501-2000 candidates	10	
Placed between 2001-2500 candidates	15	
Placed more than 2500 candidates	20	
<b>F) Placement Tie-Up</b>		
Tie-up for 245 -300 Candidates	3	
Above 300 Candidates	5	
<b>G) Presentation</b>		
Approach & Methodology towards the Project Plan & Proposed Setup Employability assurance plan proposed for the project Staffing plan in line with the methodology proposed.	20	
<b>Total Marks</b>		<b>100</b>

**ii) Evaluation of Technical Proposals (for NGO/Non-Profit Organisations):**

The Technical proposals of the Bidder will be evaluated on the basis of the below Mentioned marking scheme for **(for NGO/Non-Profit Organisations)**:

<b>Technical Capacity</b>		
	<b>Marks allotted</b>	<b>Max Marks</b>
<b>A) Existence as on 31.03.2025</b>		
5-7 years	5	
More than 7 years	10	
<b>B) Financial Strength in best 3 financial years out of 5 financial years ending on 31.3.2025</b>		
Average Annual Turnover of Rs. 1 Cr. to 2Cr.	5	
Average Annual Turnover more than Rs. 2 Cr. to 3 Cr.	10	
Average Annual Turnover more than Rs. 3Cr.	15	
<b>C) Financial Strength in best 3 financial years out of 5 financial years ending on 31.3.2025 (Training &amp; Skilling Only)</b>		
Out of B above 50 lacs to 60 from Training & Skilling Activities	5	

Out of B above 60 lacs to 70 lacs from Training & Skilling Activities	10	
Out of B above more than 70 lacs from Training & Skilling Activities	15	
<b>D) Training Track Record – in best 3 financial years out of 5 financial years ending on 31.3.2025</b>		
Trained between 1001-1500 trainees	5	
Trained between 1,501-2000 trainees	10	
Trained more than 2000 trainees	15	
<b>E) Employment Track Record in last 3 years</b>		
Placed between 501-550 candidates	5	
Placed between 751-1250 candidates	10	
Placed between 1251-1500 candidates	15	
Placed more than 1500 candidates	20	
<b>F) Placement Tie-Up</b>		
Tie-up for 245-300 Candidates	3	
Above 300 Candidates	5	
<b>G) Presentation</b>		
Approach & Methodology towards the Project Plan & Proposed Setup Employability assurance plan proposed for the project Staffing plan in line with the methodology proposed.	20	
<b>Total Marks</b>	<b>100</b>	

iii) **Evaluation of Technical Proposals (for Govt. Institutions /Undertakings & their Bodies/Societies, Govt. Boards & Corporations):**

The Technical proposals of the Bidder will be evaluated on the basis of the below mentioned points:

<b>Technical Capacity</b>		
	<b>Marks allotted</b>	<b>Max Marks</b>
<b>A) Existence as on 31.03.2025</b>		
5-7 years	5	
More than 7 years	10	
<b>B) Training Track Record – Overall in last 3 years</b>		
Trained between 2001-2500 trainees	10	
Trained between 2,501-3500 trainees	20	
Trained more than 3500 trainees	30	
<b>C) Employment Track Record in last 3 years</b>		
Placed between 1001-1500 candidates	8	
Placed between 1501-2000 candidates	15	
Placed between 2001-2500 candidates	24	
Placed more than 2500 candidates	30	
<b>D) Placement Tie-Up</b>		
Tie-up for 300-400 Candidates	5	
Above 400 Candidates	10	
<b>E) Presentation</b>		
Approach & Methodology towards the Project Plan & Proposed Setup Employability assurance plan proposed for the project Staffing plan in line with the methodology proposed	20	
<b>Total Marks</b>	<b>100</b>	

### **3.4 Proposal submission**

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- 3.4.1 The Bidder shall provide all the information sought under this RFP. The PSDM will evaluate only those Bids that are received in the required formats and complete in all respects.
- 3.4.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initiated by the person(s) signing the Bid.

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### **3.5 Proposal submitted by the Bidder**

The bidder is required to submit all statutory documents i.e. Certificate of Incorporation, partnership deed, MoA & AoA and other documents. To show its operations the bidder must submit its income tax assessment for last three years, tax clearance certificate if any, GST registration certificate and other registrations. The bidder must also provide details of any international collaboration or tie-up. The bidder must submit the notarized copies of the above stated documents. The Experience certificates submitted by the bidder must be as per format signed by its client and self-attested Declaration.

- 3.5.1 The Selected Bidder shall be liable for the execution of the Project in accordance with the terms of the Concession Agreement and a statement to this effect shall be included in the Concession Agreement. PSDM may require such documents / undertakings / indemnities as it may deem fit from the Successful Single Bidder before or at the time of issuance of Notice of Award/ signing of Concession Agreement.
- 3.5.2 The Proposal must designate one or more person(s) to represent the Bidder in its dealings with the Authority. Unless specifically advised to the contrary, the Authority shall assume that the person(s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Successful Single Bidder. Any and all limitations on the authority of the designated person (s) should be detailed in the Proposal.

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### **3.6 Submission of Foreign Documents as part of Bid/Proposal**

- 3.6.1 If the Bidder is submitting any document, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), Power Of Attorney(s), Undertaking(s), documentary evidence(s), qualifying document(s), etc. then the interested Bidder should submit these as self-certified, signed and stamped with page numbers (on each page by authorized signatory) hard copies of all the documents for the Request for Proposal (RFP).
- 3.6.2 The interested Bidder should also ensure that all such document(s) are in English language only. Documents received in any other language without English translation attached shall be considered non responsive and would be rejected.

In case an International applicant(s) is shortlisted; they would have to submit the duly authenticated/ embossed/ legalized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from or apostille copies (applicable in case of Foreign Document(s) created or

originating from Countries that have signed, ratified and have made operational the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents, 5 October, 1961 “Hague Legalization for Convention, 1961”) of all documents submitted as part of technical proposal earlier. All documents are required to be submitted in English Language. In case of any different language the translated documents must be submitted. These documents would have to be submitted within 3 weeks of announcement of short listing.

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### 3.7 Fees to be paid by the bidder

#### 3.7.1 Document Fees and EMD

- 1) The Bid / Proposal shall be accompanied by an initial Bid Document Fee for a value of INR **5,000/- (Rupees Five Thousand only)**, which is to be paid through online modes specified on the website ([www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in)). Other mode of payment will not be considered.
- 2) The Bid / Proposal shall be accompanied by an EMD for a value of INR 4,00,000/- (Rupees Four Lacs only) which is to be paid through online modes specified on the website ([www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in)). Other mode of payment will not be considered. Further, recognized Micro and Small enterprises (MSEs) and Startups will be exempted from payment of Bid Security, Subject to submission of valid registration /Udyam certificate verified by the General Manager, District Industry Center of the concerned district, confirming the units locations within Punjab and its MSE status or registered Startup with Department of Industries and Commerce, Government of Punjab and must submit a Bid Security Declaration accepting that if they withdraw or modify their bids during period of validity, they will be suspended for two years.
- 3) The EMD of the Selected Bidder will be returned after signing of concession agreement.
- 4) Any Proposal submitted without the EMD or not in the form as specified in the RFP Document shall be summarily rejected.
- 5) The EMD of Bidders whose Proposal is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP document, shall be returned/refunded as per the timelines of [eproc.punjab.gov.in](http://eproc.punjab.gov.in) from the date of intimating the rejection of the Proposal by PSDM to the Bidder. The EMD shall be forfeited by the Authority, in the following cases:
  - I. If the Bidder withdraws his Bid/ Proposal after the opening of the Technical Proposal during the Proposal Validity Period.
  - II. If the Selected Bidder fails within the specified time limit for AoC acceptance.
  - III. If the Selected Bidder fails within the specified time limit to sign the Concession Agreement.
  - IV. If the Selected Bidder fails within the specified time limit to furnish the required Performance Bank Guarantee.

#### 3.7.2 Performance Bank Guarantee

- 3.7.2.1 The Selected Bidder for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide to PSDM within **30 (Thirty) days** of

receipt of the Award of Contract the “Performance Bank Guarantee” of value **INR 25 Lakhs (Rupees Twenty Five Lacs only)**. The Performance Bank Guarantee be increased @ of 15% every 5 years from date of signing of Concession Agreement. The Performance Bank Guarantee shall also have claim period of one year beyond the term of Concession Agreement.

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### **3.8 Using Financial Turnover or Technical Support/Expertise of Holding/Parent Company**

- 3.8.1 In case the Bidder is a 100% (wholly owned) Subsidiary of a Company (“the Parent / Holding Company”), then the Bidder - Subsidiary shall be permitted to make use of credentials of its Parent / Holding Company subject to the condition that the Parent/Holding Company compulsorily furnish an “Undertaking” towards its wholly owned Subsidiary Applicant, which shall be executed by a Senior authorized representative of the Parent / Holding Company of the Applicant. In case the Bidder, is an international firm, then the Bidder shall be permitted to make use of credentials of its International Company, executed by a Senior authorized representative of the Parent / Holding Company of the Applicant. The credentials of the Parent Company shall be submitted along with its Power of Attorney of the Authorized representative in India.
- 3.8.2 In case a foreign company wants to participate in the tender, its 100% Indian subsidiary company has to fulfil the eligibility conditions as mandated in the RFP.

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### **3.9 Proposal Preparation and Cost**

All Bidders are required to submit a detailed proposal (the “**Proposal**” or “**Bid**”) in accordance with the guidelines set forth in this RFP Document. The cost of preparation of Proposal and related expenses shall be borne by the Bidders themselves.

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### **3.10 Due Diligence, Inspection and Investigation**

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the MSDC, when they submit the Proposal. Interested Bidders should visit and inspect the MSDC at their own expense. Failure to investigate fully the MSDC or subsurface conditions shall not be a valid ground to relieve the Bidder after the submission of its Bid/ Proposal or relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.

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### **3.11 Validity of Proposal**

- 1) The Proposal shall remain valid for a period not less than 180 (one hundred and eighty) days from the Proposal Due Date (the “Bid/Proposal Validity Period”). PSDM reserves the right to reject any Proposal that does not meet this requirement.
- 2) Proposal Validity Period and/or EMD can be extended for a specified additional period at the request of the PSDM.
- 3) The Proposal Validity Period of the Selected Bidder shall be extended by the Authority till the date of execution of the Concession Agreement.
- 4) A Bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his EMD for the period of extension.

### **3.12 Right to Reject Proposals**

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The Authority reserves the right to reject any/ all Proposals including the highest Proposal or withdraw the invitation of the Proposal at any stage after recording the reasons in writing. Nothing contained herein shall confer any right upon a Bidder or create any obligation / liability upon the Authority of any type whatsoever.

### **3.13 Misrepresentation / Fraud / Breach of Terms and Conditions**

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If it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has misrepresented or committed fraud or has violated any of the terms of the Bid, the Bid will be cancelled by the Authority. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount including Bank Earnest Money Deposit/Bank Guarantee.

### **3.14 General Terms of Bidding**

- 1) Any entity which has been barred by the Central/ State Government or any entity controlled by them in India or abroad, from participating in any project and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid.
- 2) A Bidder or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Associate thereof.
- 3) If the Bidder is submitting any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively "Foreign Documents") then the Bidder, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified Translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Bidder.
- 4) However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational The Hague Convention abolishing the requirement of Legalization for foreign public documents, 5 October, 1961 - "Hague Legalization Convention, 1961", the Bidders may affix an 'Apostle" sticker on each and

every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Bidder shall be compulsorily required to get all such "Appostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India, New Delhi

- 5) The Bids shall be unconditional, unqualified, firm and valid. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 6) The documents including this RFP and all attached documents, provided by the PSDM shall remain the property of the PSDM and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.

#### **4 Bid Submission Procedure and Schedule**

##### **4.1 Pre-Bid Queries**

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- a. The purpose of the Pre-Bid Queries will be to clarify and discuss issues with respect to the Project, the RFP Document or any other related issues. PSDM shall receive and respond to Pre-Bid queries of prospective bidders as per the scheduled date and time as mentioned in key events table in this RFP (Clause 1.2.1)
- b. Any queries or request for additional information concerning this RFP shall be submitted through the e-Procurement portal (<https://eproc.punjab.gov.in>) or raised during the pre-bid meeting. Request for clarifications sent through any other mode shall not be considered by PSDM.

##### **4.2 Amendment of RFP Document**

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At any time prior to the Proposal Due Date, Authority may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document through the issuance of Addendum. In addition, the Addendum shall be uploaded on the website i.e. [www.pgrkam.com](http://www.pgrkam.com) and [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in) only.

##### **4.3 Preparation and Submission of Proposal**

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###### **4.3.1 Procedure for submission of Proposals**

- a. Bids along with necessary online payments must be submitted through e-Procurement portal (<https://eproc.punjab.gov.in/>) before the date and time specified in the RFP. The department/Tendering Authority does not take any responsibility for the delay / No Submission of Tender / Non-Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays, or any other reason.
- b. The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed

format only.

- c. The bidder shall upload the scanned copies of all the relevant certificates, documents, etc.in the e-Procurement website (<https://eproc.punjab.gov.in/>).
- d. This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.
- e. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

4.3.2 Bidders shall submit a Power of Attorney (**as per Annexure-3**), authorizing the Signatory of the Proposal to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.

4.3.3 The Authorized Signatory shall put his initials on each page of the Proposal. The signatory shall also put his initials on all the alterations, omissions, additions, or any other amendments made to the Proposal, before submission

#### **4.4 Language and Currency**

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4.4.1 The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the Bid is in any other language, the same will be supported by its English translation and in case of any ambiguity the translation shall prevail.

4.4.2 Any currency for the purpose of the Proposal / Bid shall be in form of Indian National Rupee (INR).

#### **4.5 Bidder's Responsibility**

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4.5.1 It would be deemed that prior to the submission of Proposal; the Bidder has made a complete and careful examination of:

- a. The requirements and other information set forth in this RFP Document.
- b. The various aspects of the Project including, but not limited to the following:
  - ☐ The Site, existing facilities and structures, access roads and public utilities in the vicinity of the Site/ Location.
  - ☐ All other matters that might affect the Bidder's performance under the terms of this RFP Document, including all risks, costs, liabilities and contingencies associated with the Project.

4.5.2 The Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this RFP Document will be rejected.

#### **4.6 Opening of Proposals**

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4.6.1 The Technical Proposals received shall be opened by the Committee constituted by the PSDM, in the presence of the Bidders at which shall be intimated to the bidders. The date for opening of Financial Proposals shall be intimated in advance to the technically qualified bidders.

- 4.6.2 The Authority reserves the right to reject any Proposal, if
- a. It is not signed, sealed and marked.
  - b. The information and documents have not been submitted as requested and in the formats specified in the RFP Document.
  - c. There are inconsistencies between the Proposal and the supporting documents.
  - d. It does not meet the Proposal Validity Period.
  - e. There are conditions proposed with the Technical and/or Financial Proposals.
  - f. It provides the information with material deviations.
- 4.6.3 A material deviation or reservation is one:
- a. Which affects in any substantial way, the scope, quality, or performance of the Project, or
  - b. Which limits in any substantial way, inconsistent with the RFP Document, the Authority's rights or the Bidder's obligations, or
  - c. Which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.
- 4.6.4 No request for modification or withdrawal shall be entertained by the Authority in respect of such Proposals.

#### **4.7 Evaluation of Proposals**

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- 4.7.1 The evaluation will be done in 2 (two) steps as explained below:
- Step 1 – Opening of Technical Proposals, evaluation and short listing of the applicants
  - Step 2 – Opening of Financial Proposals of the shortlisted applicants.
- 4.7.2 The Financial Proposals of only those Bidders who have passed Step–I shall be opened by the Authority in presence of the nominees of the Bidders who intend to attend. The Bidders shall be ranked H1, H2, H3, etc. in decreasing order of their financial offers. The selection will be made on the basis of the highest Revenue share offered (H1). The Bidder quoting the highest revenue share will be declared as the Successful Bidder and will be invited to sign the Concession Agreement. In case the Selected Bidder fails to acknowledge the AoC or fails to fulfill the conditions specified in this RFP leading to non-signing of the Concession Agreement, PSDM shall forfeit the EMD of the Selected Bidder and anul the bidding process and may call for fresh bids.
- 4.7.3 The Proposals (Financial Proposal and Technical Proposal) should be unconditional and any conditionality attached with the Proposal(s) may result in the rejection of the proposal.
- 4.7.4 Financial Proposals of Bidders who do not qualify the Step–I as mentioned above will not be evaluated further.

- 4.7.5 In case the financial bid of two parties is identical then the higher marks of the technical bid as calculated and published will be chosen and in case both the Technical score and financial bids are identical then the number of candidates already trained by the bidder will be considered for allotment of the contract.

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#### 4.8 Confidentiality

- 4.8.1 Information related to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process.
- 4.8.2 PSDM will treat all information submitted as part of all Proposals in confidence and will insist that all who have access to such material treat it in confidence. PSDM will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

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#### 4.9 Exit Clause

After 3 years from signing of the Concession Agreement, the successful bidder can submit proposal to PSDM for ending the agreement. This request must be submitted at-least 6 months before the proposed date of closure of operations at the center. This is to allow PSDM to assess the work done by the successful bidder and to make alternate arrangements for the center. All assets belonging to PSDM must be handed over during this transition period of 6 months. All liabilities as per the agreement are to be cleared by the concessionaire at-least 1 month prior to the closing of the transition period. The bidder will have to pay 50 % of the MSDC Site Usage Charges (40 % of the assessed rent) for remaining project period as penalty. In case, selected bidder fails to deposit the rent, the Authority shall be entitled to recover the same from PBG.

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#### 4.10 Execution of Concession Agreement

- 4.10.1 The Selected Bidder would be required to sign the Concession Agreement within 60 (sixty) days of conveying his acceptance of the AoC to the Authority in writing or the date as mutually agreed between the Parties to sign the Concession Agreement. But prior to signing of the Concession Agreement, the Selected Bidder/ Selected bidders must satisfy the following conditions, within a period of **30 (thirty) days** from the date of acceptance of Award of Contract:  
Submit the requisite Performance Security to the Authority.

PSDM shall not execute the Concession Agreement until this condition has been satisfied.

- 4.10.2 Failure to meet the above condition will result in a breach and the Authority shall be entitled to cancel the award without being liable, in any manner whatsoever, to the Bidder and to appropriate the EMD and/or any other amount deposited till that time

as “Damages”.

- 4.10.3 The cost of stamp duty for execution of Concession Agreement, registration charges and any other related legal documentation charges and other incidental charges will be borne by the Selected Bidder.
- 4.10.4 Additional documentation can be asked by PSDM before finalizing the successful bidder.
- 4.10.5 The handing over and taking over process will be meticulously documented using videography, which will involve recording the entire procedure on video. Additionally, all inventories, including equipment, documents, and other relevant items, will be systematically documented and captured on video.

**4.11 Checklist**

<b>SN</b>	<b>Criteria</b>	<b>Annexure to be submitted</b>	<b>Submitted (write Yes/No)</b>
1.	Letter of Application & Interest	Annexure-1	
2.	General Information of the Bidder	Annexure-2	
3.	Power of Attorney, if applicable	Annexure-3	
4.	Format for Performance Security (Performance Bank Guarantee)	Annexure-4 (not to be submitted with the bid)	NA at this stage
5.	Format of Parent / Holding Company Deed of Guarantee, if applicable	Annexure-5	
6.	Training Track Record	Annexure-6	
7.	Employment Track Record	Annexure-7	
8.	Placement Tie-Up	Annexure-8	
9.	Financial Bid	Annexure-9	
10.	Financial Strength	Annexure-10	
11.	Non-Blacklisting	Annexure-11	
12.	Qualification, Roles & Responsibilities of Principal/ Project Manager	Annexure 12	
13.	Existence/Business Continuity	Certificate of Incorporation/Registration in case of Registered Entity (Public/Pvt. Entity) Valid Tax/GSTN Certificate in case of a Sole Proprietor or Partnership firm	

For and on behalf of:

Signature:

Name:

Designation:

(Authorized Representative and Signature)

Date:

Place:

**Letter of Application & Interest (5.1)**

(To be submitted and signed by the Bidder's authorized signatory)

***Mission Director***

*Punjab Skill Development Mission (PSDM)SCO No. 149-152, Second*

*Floor Sector 17-C, Chandigarh*

*Telephone Number (Office): 0172-2720153*

**Sub: "Selection of a Training Partner for Setting up, Operations and Maintenance of MSDC Jalandhar"**

**Madam/ Sir,**

1. Being duly authorized to represent and act for and on behalf of ..... (name of bidding agency) (Hereinafter referred to as "the applicant"), and having studied and fully understood all the information provided in the RFP document, the undersigned hereby apply as a Bidder for aforesaid project according to the terms & conditions of the RFP Document issued by PSDM.
2. Our Technical & Financial Proposals are as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. PSDM and its authorized representatives are hereby authorized to conduct any inquiries / investigations to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
4. PSDM and its authorized representatives may contact the following person(s) for any further information:  
Name of the person(s): ..... Address: .....  
Phone: .....
5. This application is made with full understanding that:
  - (a) PSDM reserves the right to reject or accept any Bid/ Proposal, cancel the bidding process, and / or reject all Bids.
  - (b) PSDM shall not be liable for any of the above actions and shall be under no

obligation to inform the applicant of the same.

6. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.
7. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP document and Project related Information as required for the Proposal. We have also visited the facility, comprising the Multi Skill Development Centre, for the assessment and have made our own due diligence and assessment regarding the project.
8. We agree to keep our Proposal valid for one hundred eighty (180) days from the date of Submission of Proposal thereof and not to make any modifications in its terms and conditions unacceptable to the PSDM. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
9. This application is made with the full understanding that the validity of proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by PSDM. We agree that, without prejudice to any other right or remedy, PSDM shall be at liberty to forfeit the said EMD absolutely.

Authorized signatory

Date:

Name and seal of Bidder

Place:

## General Information of the Bidder (5.2)

### Annexure-2

Declaration to be submitted under the signature of Authorized Representative / Signatory of the applicant agency on official Letterhead and official seal.

Sr. No.	Description	Detail
1	Name of Legal Entity	
2	Name of the Category in which application is made [Refer Point 1.1.4 of RFP]	
3	Registered office address as mentioned in incorporation certificate and related documents.	
4	Name of Authorized Signatory	
5	Registration Number	
6	Date of Registration	
7	Place of Registration	
8	PAN Card Number	
9	GST No.	
10	Primary point of contact (for all sorts communication purposes (Contact No. & Email ID) Secondary Point of Contact (Contact No.& Email	
11	Secondary point of contact (Contact No. & Email ID)	

For and on behalf of:

Signature:

Name:

Designation:

(Authorized Representative and Signature)

Date:

Place:

**Note:- provided copy of the below mentioned:**

- 1) Copy of Registration/Incorporation Certificate
- 2) Memorandum and Articles of Association (if any).
- 3) Copy of MoA ( if any)
- 4) Copy of any other Registration Certificate which proves the legal identity of the agency.
- 5) Copy of PAN Card
- 6) GST Registration Number

**Format for Power of Attorney for Signing of Application (5.3)**

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**Annexure-3**

Know all men by these presents, we/ I .....(Name and address of the Registered office) do hereby constitute, appoint and authorize Mr/Ms\_\_\_(name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid/ Proposal for the Project envisaging **“Selection of Training Partner for Setting up, Operations and Maintenance of MSDC Jalandhar”** in the country of India, including signing and submission of all documents and providing information/responses to PSDM, representing using all matters before PSDM, and generally dealing with PSDM in all matters in connection with our Bid/ Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For.....

Accepted

..... (Signature of Attorney)

..... (Name, Title and address) of the Attorney

**Note:**

The mode of execution of the Power of Attorney is in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**Format for Performance Security (Performance Bank Guarantee) (5.4)**

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**Annexure-4**

**Performance Bank Guarantee FORMAT**

*(Valid for 5 years with one-year additional claim period, to be extended in case the project period is extended AND shall be enhanced and recuperated as per terms of the RFP)* **UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE**

**Bank Guarantee No.:**\_\_\_\_\_ **Dated:**\_\_\_\_\_

**Issuer of Bank Guarantee:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name of the Bank)

(hereinafter referred to as the "Bank")

**Beneficiary of Bank Guarantee:**

Punjab Skill Development Mission (PSDM)

**Nature of Bank Guarantee:**

Unconditional and irrevocable Bank Guarantee

**Context of Bank Guarantee:**

\_\_\_\_\_

In pursuance of Clause 3.4.1 of Section 1 of the Request for Proposal Document dated (hereinafter referred to as the "RFP" inclusive of Concession Agreement) for the "**Selection of Training Partner for Setting up, Operations and Maintenance of MSDC Jalandhar**" (hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and PSDM and is not dependent upon execution or performance of any Agreement between PSDM and ..... (name of the Bidder).

**Operative Part of the Bank Guarantee:**

1. At the request of the----- (Name & Address of the Bidder), we unconditionally and irrevocably undertake to pay to the Punjab Skill Development Mission (PSDM) on an immediate basis, upon receipt of first written demand from the Beneficiary and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the PSDM to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of\_\_\_\_or to show

grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of INR\_\_Lakhs (Rupees\_\_\_\_\_Lakhs only).

2. We hereby waive the necessity of PSDM demanding the said amount from Bidder prior to serving the Demand Notice upon us.
3. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the PSDM that the PSDM shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to PSDM by Selected bidder, which are recoverable by the invocation of this Guarantee.
4. This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the PSDM.
5. We unconditionally and irrevocably undertake to pay to the PSDM, any amount so demanded not exceeding INR\_\_Lakhs (Rupees\_\_Lakhs Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to PSDM, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until\_\_\_\_\_(Valid for 5 years with one year additional claim period, to be extended in case the project period is extended AND shall be enhanced and recuperated as per terms of the RFP)

6.

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian INR \_\_\_\_\_Lakhs (Rupees \_\_\_\_\_Lakhs Only).
2. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. \_\_\_\_\_(Date of Submission of Bid) to\_\_.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Punjab Skill Development Mission serve upon us a written claim or demand on or before\_\_.

Authorized  
Signatory For Bank

**FORMAT OF PARENT / HOLDING COMPANY DEED OF GUARANTEE (TO BE MADE ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)**

**DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ M/s \_\_\_\_\_ (mention complete name) a company duly organized and existing under the laws of \_\_\_\_\_ (insert jurisdiction / country), having its Registered Office at \_\_\_\_\_ hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

- A. **Punjab Skill Development Mission** (hereinafter called "**PSDM**" or "Concessioneing Authority" or "Authority"), which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns), had invited Bids / proposals for the "Project" – "**Selection of Partner for Setting up, Operations and Maintenance of MSDC Jalandhar**" by issuing Request For Proposal ("RFP") document (including its addendums) to the prospective "Bidders" to implement the said Project for and on behalf of the Concessioneing Authority.
- B. M/s \_\_\_\_\_ (mention complete name), a company duly organized and existing under the laws of India (insert jurisdiction / country), having its Registered Office at \_\_\_\_\_ (give complete address) hereinafter called "the Subsidiary", which expression shall, unless excluded by or repugnant to the subject or context thereof, be \*deeded to include its successor and permitted assigns, is a Subsidiary of the Guarantor, which has in response to the above mentioned RFP document (including its addendums) is submitting its Bid / Proposal to Punjab Skill Development Mission (hereinafter called "PSDM") to fulfill the condition that the Subsidiary shall arrange a guarantee from its Parent / Holding company, guaranteeing due and satisfactory performance of the work covered under the said RFP document (including its addendums) or any change made in may be deemed appropriate by the PSDM at any stage.

\* Subsidiary shall mean and include – in case of a company or corporation, which is directly or indirectly owned by the Guarantor / Parent / Holding Company, by way of ownership of more than 50% (fifty per cent) of the voting shares of such Subsidiary company. In case of a person (which is not a company or corporation), the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

- C. The Guarantor represents that they have gone through and understood the requirement of the above said RFP document (including its addendums) and are capable of and committed to provide technical, financial and such other supports as may be required by the Subsidiary for the successful execution of the same.
- D. The Guarantor is executing this Deed of Guarantee in favour of PSDM, wherein the Guarantor and the Subsidiary shall be jointly and severally liable towards the Project and the Guarantor shall also be pledging / providing technical, financial and such other supports as may be necessary to the Subsidiary for performance of the work relating to the said Project as per the RFP document (including its addendums) and as per the Concession Agreement contained in the RFP document.
- E. Accordingly, at the request of the Subsidiary and in consideration of and as a requirement for PSDM to enter into agreement(s) with the Subsidiary, the Guarantor hereby agrees to give this guarantee and undertakes as follows:
1. The Guarantor (Parent / Holding Company) unconditionally agrees that in case of non- performance by the Subsidiary of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by PSDM, take up the Project without any demur or objection, in continuation and without loss of time and without any cost to PSDM and duly perform the obligations and responsibilities of the Subsidiary to the satisfaction of PSDM. In case the Guarantor also fails to discharge its obligations herein and is not able to complete the Project satisfactorily, PSDM shall have absolute rights for effecting the execution of the Project from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to PSDM for any non-performance or unsatisfactory performance by the Guarantor or the Subsidiary of any of their obligations.
  2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the Project (including discharge of the warranty obligations) awarded to the Subsidiary till the completion of the Concession Period (including any extension).
  3. The Guarantor shall be jointly with the Subsidiary, as also severally responsible for the satisfactory execution and performance of Project during the currency of the "Concession Agreement" to be entered amongst the Subsidiary and PSDM.
  4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals, permits and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
  5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of only Chandigarh, India.
  6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
  7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene

any existing law or any judgment.

8. The Guarantor represents and confirms that in pursuance to Para / Point 7, the Guarantor has submitted and provided to PSDM (with this Deed of Guarantee), a valid Board Resolution duly authorizing the Guarantor to pledge / provide technical, financial and such other supports as may be necessary for performance of the work relating to the said Project as per the RFP and Concession Agreement.

For & on behalf of (Parent / Holding Company) M/s

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Witness:

- 1.
- 2.

**Technical Experience (5.6)**

**Annexure-6**

**Past Training and Placement details  
<On letterhead of the organization>**

**Declaration**

It is hereby declared that the information submitted by .....  
(Bidder/applicant name) is true and verifiable in all respects. PSDM has every right to verify the details submitted with Ministry/State departments for which the scheme implementation has been done.

F.Y	State/District	Name of Scheme	Name of Govt. department	Total target	No. of Students Trained	No. of Students Certified	No. of Students Placed	Ongoing trainings (number of candidates)
1	2	3	4	5	6	7	8	9

For and on behalf of:

Signature:

Name:

Designation:

(Authorized Representative and Signature)

Date:

Place:

**Memo No.**

**Date:-**

**Client certificate (5.7)**

**Annexure-7**

**To Whom It May Concern**

This is to certify that ..... (name of bidder agency) with registered ....., is a registered Training Provider with\_\_\_\_\_.

We hereby confirm that the performance details of M/s..... (name of bidder agency) is hereunder: -

<b>FY</b>	<b>Scheme Name</b>	<b>Total Training Target given</b>	<b>Total No. of Candidates Trained</b>	<b>No. of Candidates with Ongoing trainings</b>	<b>Total No. of Candidates Certified</b>	<b>Total No. of Candidates Placed till date</b>	<b>Project Status</b>
1	2	3	4	5	6	7	8

For and on behalf of:

Name:-

Designation:-

(Authorized Representative with Signature & Seal)

**No of tie-ups for placement/apprenticeship (5.8)**

**Annexure-8**

Copy of MOUs signed with the employers (to be attached) in consideration of minimum wages of the state has to be taken.

I/We ..... (Bidder/applicant name), having its registered office at <Office address>, do hereby declare that we have tie-ups with industry/organisations for placement/apprenticeship of candidates. (Documents of the employers to be attached)

<b>Duration of the tie-up</b>	<b>Name of the employer organization and address</b>	<b>Contact person name, designation &amp; contact no of the employer</b>	<b>GST no/PAN /TAN no.</b>	<b>Sector and trade</b>	<b>Number of candidates required</b>	<b>Offered Salary</b>	<b>Location of the placement</b>	<b>Validity of the LOI</b>
1	2	3	4	5	6	7	8	9

For and on behalf of:

Name:-

Designation:-

(Authorized Representative with Signature & Seal)

**CA Certificate (5.10)**

**<On the letterhead of Chartered Accountant with his/her Signature and Seal. >**

**Annexure-10**

*Declaration to be submitted under the signature of Chartered Accountant on Letterhead with his/her Signature and Seal.*

On the basis of audited financial statements, I <name of chartered accountants> hereby submit that.....(the name of bidder/applicant) is having registered office at .....(address) and is registered under ..... (name of the registering authority) on the.....(date) bearing the ..... (registration number) has the following annual turnover from training/skilling and annual turnover from other various activities in the past five consecutive financial years, as follows:

<b>SNo.</b>	<b>Financial Year</b>	<b>Annual Turnover from training/skilling and placement linked programs</b>	<b>Annual Turnover (from other various activities)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	2020-21		
2	2021-22		
3	2022-23		
4	2023-24		
5	2024-25		
	<b>Average</b>		

**Chartered Accountant:**

Name  
Signature  
Seal

Registration No.  
UDIN No.  
Contact No.

Date:  
Place:

**Self-Declaration for not being blacklisted (5.11)**  
**<On the letterhead of the bidder/applicant>**

**Annexure-11**

An undertaking by authorized representative and Signatory of the bidder/applicant with his/her Signature and company Seal.

**Declaration**

I/We..... (Bidder/applicant name), having its registered office at..... (Office address), do hereby declare that the Applicant hasn't been blacklisted/ debarred by any donor agency/ State Government/ Central Government /Sector skill council authority.

For and on behalf of:

Signature:

Name:

Designation:

(Authorized Representative and Signature)

Date:

Place:

### Qualification, Roles & Responsibilities of Principal/ Project Manager (5.12)

#### Qualification and Experience

- Post Graduate with 5 years of experience in Skill Project/ Skill program/ Skill scheme Management  
OR
- Retired Commissioned Officer of Indian Armed Forces or Retired Group A Official of State/Central Government  
OR
- Retired Government Official with 10 years' experience in Skill Project/Skill Program/Skill Scheme Management/ Employment Generation

#### Roles & Responsibilities

1. Develop and implement strategic plans for skill development programs.
2. Oversee the development and delivery of skill development courses.
3. Monitor the effectiveness of training programs.
4. Implement quality control measures for training programs.
5. Monitor and assess the performance of trainers and students.
6. Collaborate with employers to align training with job requirements.
7. Manage resources efficiently, including faculty, equipment, and facilities.
8. Allocate resources based on program needs.
9. Facilitate job placements for candidates.
10. Build and maintain partnerships with industries for placement opportunities.
11. Keeps strict discipline among the trainees.
12. Arranges for first-aid in case of any emergency and arrange for hospitalization of student/staff, if required.
13. Provide guidance and support services for students.
14. Address student concerns and feedback.
15. Integrate technology for effective skill development.
16. Utilize online platforms and tools for learning.
17. Ensure compliance with government regulations and standards.
18. Organize events to showcase student skills and achievements.
19. Develop and manage the budget for the Multi-Skill Development Center.
20. Seek funding opportunities for additional resources.
21. Implement assessment tools to evaluate the effectiveness of training.
22. Continuously improve programs based on feedback and results.
23. Advocate for the importance of skill development in the community.
24. Collaborate with government agencies to promote skill-building initiatives.

## Job roles to be run in MSDC Jalandhar

Sr no	Courses/Job Roles Proposed from Annexure A	Sector	QPs	NSQF Level
1	Goods Packaging Machine Operator	Logistics	LSC/Q2216	4.0
2	Stitching Operator - Goods and Garments	Leather	LSS/Q5501	3.0
3	GRAPHIC DESIGNER	Media & Entertainment	MES/Q0601	4.0
4	Warehouse Quality Checker	Logistics	LSC/Q2313	3.0
5	Machine Operator Assistant Blow Moulding	Rubber	RSC/Q4101	3.0
6	General Duty Assistant-Advanced	Healthcare	HSS/Q5103	4.0
7	X-Ray Technician	Healthcare	HSS/Q0701	3.0
8	Dialysis Technician	Healthcare	HSS/Q2701	4.0
9	Manual Metal Arc Welding/ Shielded Metal Arc Welding Welder	Capital Goods	CSC/Q0204	3.0
10	Multi Skill Technician (Electrical)	Electronics	ELE/Q3115	4.0
11	Assistant Chef	Tourism & Hospitality	THC/Q2702	3.0
12	AI - Business Intelligence Analyst	IT-ITeS	SSC/Q8102	5.0
13	Home Health Aide	Healthcare	HSS/Q5102	3.0
14	Inventory Clerk	Logistics	LSC/Q2108	3.0
15	Domestic Data Entry Operator	IT-ITeS	SSC/Q2212	3.0
16	Digital Marketing Manager	Media & Entertainment	MES/Q0706	6.0
17	Electrician	Electronics	ELE/Q5804	4.0
18	Security Guard	Management	MEP/Q7101	3.0
19	Accounts Executive	BFSI	BSC/Q8101	4.0
20	Field Sales Executive	Telecom	TEL/Q0200	3.0
21	Fashion Designer	Apparel	AMH/Q1201	5.0
22	Forger	Capital Goods	CSC/Q1101	3.0
23	Maintenance Fitter - Mechanical	Capital Goods	CSC/Q0901	4.0
24	3D Printing Operator	Media & Entertainment	MES/Q0511	4.0
25	Front Office Assistant	Tourism & Hospitality	THC/Q0123	3.0
26	Medical Laboratory Technician	Healthcare	HSS/Q0301	4.0
27	Rural Mason-Helper	Construction	CON/Q3604	2.0
28	Rubber Mill Operator	Rubber	RSC/Q0101	4.0
29	Retail Trainee Associate	Retail	RAS/Q0103	3.0
30	Office Executive	Management	MEP/Q0211	4.0
31	Assistant Operator - Printing and Packaging	Rubber	RSC/Q8101	3.0

32	Customer Care Executive-Domestic-Non- Voice	IT-ITeS	SSC/Q2211	3.0
33	Multi Skill Technician (Food Processing)	Food Processing	FIC/Q9007	4.0
34	Airline Cabin Crew	Aerospace and Aviation	AAS/Q0605	4.0
35	Brick Mason	Construction	CON/Q0113	4.0
36	Bridal, Fashion and Portfolio Makeup Artist	Beauty & Wellness	BWS/Q0301	5.0
37	Cafeteria Supervisor	Tourism & Hospitality	THC/Q5905	5.0
38	CNC Operator Turning	Capital Goods	CSC/Q0115	4.0
39	Commis Chef	Tourism & Hospitality	THC/Q0406	4.0
40	Documentation Executive	Logistics	LSC/Q1122	4.0
41	Drone Operator - Warehouse	Logistics	LSC/Q0402	4.0
42	Elderly Caretaker (Non-Clinical)	Domestic Workers	DWC/Q0801	3.0
43	Food & Beverage Service Manager	Tourism & Hospitality	THC/Q0303	7.0
44	Four-Wheeler Service Technician	Automotive	ASC/Q1402	4.0
45	Plumber - General	Plumbing	PSC/Q0104	4.0
46	Quality Inspector - Forged, Casted or Machined components	Capital Goods	CSC/Q0601	4.0
47	Restaurant Captain	Tourism & Hospitality	THC/Q0306	5.0
48	Tool and Die Maker	Capital Goods	CSC/Q0306	5.0
49	Two-Wheeler Service Technician	Automotive	ASC/Q1411	4.0
50	Yoga Trainer (B&W)	Beauty & Wellness	BWS/Q2203	5.0

1. The trainer qualification for the job roles mentioned in Annexure-13 are as per the specifications of the Sector Skill Council and are available at [https://www.skillindia.gov.in/qp Listings](https://www.skillindia.gov.in/qp-Listings).
2. The Trainer qualification for any other job role will be as per the mandate of the assessing /certifying body.

In case of Self Employment: The Selected Bidder shall be required to provide a self-declaration letter issued by the candidate. In addition, the selected bidder must provide a proof that candidates have been employed gainfully in livelihood enhancement occupations, which may include the following:

- Trade license
- Proof of enterprise set up
- Proof authenticating that the candidate is part of the producer group
- Proof of additional earnings (bank statement)
- Any other suitable and verifiable document, as prescribed by the respective Ministry/Department
- Proof of the Mudra Loan availed