



# **REQUEST FOR PROPOSAL (RFP)**

RFP No - JSDMS/RFP/08/2018

**Empanelment of Agencies for  
Migration Support Centre Provider (MSCP) for  
Jharkhand Skill Development Mission Society (JSDMS)**

**Government of Jharkhand**

**Shram Bhawan, Doranda, Ranchi – 834002**

Website: [skilljharkhand.org](http://skilljharkhand.org)

Email: [skilljharkhand@gmail.com](mailto:skilljharkhand@gmail.com)

<b>Name of issuing authority</b>	<b>Mission Director, Jharkhand Skill Development Mission Society (JSDMS)</b>
<b>Date of issue</b>	<b>22 November 2018</b>
<b>Last date &amp; time of submission of bid</b>	<b>15 December : 1600 hrs</b>
<b>Date &amp; timing of opening of bid</b>	<b>17 December : 1600 hrs</b>
<b>Validity of bid</b>	<b>180 days</b>
<b>Cost of Tender Document</b>	<b>INR 5,000</b>
<b>EMD</b>	<b>INR, 1,00,000</b>

## DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Jharkhand Skill Development Mission Society hereinafter referred to as JSDMS, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the JSDMS, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

JSDMS, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

JSDMS may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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## List of Abbreviations

The following table provides abbreviations used in this RFP.

Abbreviations	
AAP	Annual Action Plan
AP	Annual Plan
ASK	Attitude, Skill and Knowledge
BG	Bank Guarantee
JSDMS	Jharkhand Skill Development Mission Society
EC	Empowered Committee
EMD	Earnest Money Deposit
FT	Full Time
HR	Human Resources
IP	Intellectual Property
LWE	Left-Wing Extremists
DHTE & SD	Department of Higher Technical Education & Skill Development
NCVT	National Council for Vocational Training
NRLM	National Rural Livelihood Mission
MSC	Migration Support Centre
MSCP	Migration Support Centre Provider
SJKVY	Saksham Jharkhand Kaushal Vikas Yojna
DDU-KK	Deen Dayal Upadhyay Kaushal Kendra
TSP	Training Service Provider
EXCEL	Employability Excellence with College Education & Learning
PWD	People with Disabilities
SC	Schedule Caste
SLA	Service Level Agreement
SOP	Standard Operating Procedures
SRLM	State Rural Livelihood Mission
SSC	Sector Skill Council
SSM	State Skill Mission
ST	Schedule Tribe
TEC	Technical Evaluation Committee
TSA	Technical Support Agency
YP	Yearly Plan

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## SCHEDULE FOR INVITATION OF RFP

1	e-Tender No.	JSDMS/RFP/08/2018
2	Name of the work	RFP for Migration Support Centres
3	Name of the issuer of this tender	Jharkhand Skill Development Mission Society
4	Date of issue of tender document	22 November 2018
5	Date of sending pre – bid queries by email	30 November 2018
6	Pre bid meeting	15:00 hrs, 30 November, 2018
7	Publishing of pre bid queries response	04 December, 2018
8	Last date for submission of bids	1600 hrs; 15 December 2018
9	Last Date for Submission of EMD and Tender Fees	1600 hrs; 17 December 2018
10	Date of Opening of Bids	1600 hrs; 17 December 2018
11	Technical presentation	Date shall be communicated by JSDMS
12	Date of Commercial Bid Opening	Date shall be communicated by JSDMS
13	Place of Submission of EMD, Tender Fees & Opening of Bids	Jharkhand Skill Development Mission Society Department of Higher, Technical Education & Skill Development Govt. of Jharkhand, Shram Bhavan Doranda, Ranchi - 834 002
14	Address of Communication	Mr Ravi Ranjan Mission Director Jharkhand Skill Development Mission Society Department of Higher, Technical Education & Skill Development Govt. of Jharkhand, Shram Bhavan

		Doranda, Ranchi - 834 002, Jharkhand, India. E-mail id: skilljharkhand@gmail.com; Phone:+91-651- 2481644
15	Cost of Tender Document	INR 5,000
16	Earnest Money Deposit (EMD)	INR 1,00,000
17	Purchase of Tender Document	Jharkhand Skill Development Mission Society Department of Higher, Technical Education & Skill Development Govt. of Jharkhand, Shram Bhavan Doranda, Ranchi - 834 002
18	Validity of Proposal	180 days

**Important Notes:**

1. The RFP is to be submitted within the stipulated time on the date specified above.
2. Conditional RFPs shall be summarily rejected.
3. JSDMS reserves the right to amend any or all conditions of this RFP Document before the last date of submission of RFPs, or to change the above schedule at any time, without assigning any reasons.
4. Contact person for communication: - Mission Director, Jharkhand Skill Development Mission at Phone No: 0651-2481644
5. In case any bidder fails to submit the original Demand Draft/ Bank Guarantee of tender cost and Earnest Money along with the bid, the Technical Bid of the bidder shall not be opened. The Demand Draft should be of Nationalized Bank drawn in favor of "Jharkhand Skill Development Mission Society" payable at Ranchi.

**Mission Director**

Jharkhand Skill Development Mission Society

## Section 1: Introduction

### Jharkhand State Overview

Jharkhand, which is India's 28th state, is endowed with a rich cultural heritage reflected in various facets such as its music, craft, fairs, festivals, archaeology, languages and food.

Carved out of the southern part of Bihar on 15 November 2000, the state of Jharkhand, popularly known as Vananchal (meaning land of woods), is located in the eastern part of India. With an area of 79,714 sq. km, the state shares its border with Bihar in the north, Uttar Pradesh and Jharkhand in the west, Odisha in the south, and West Bengal in the east. Owing to its abundant mineral resources, the state also hosts some of the country's major industrial units such as Bokaro steel plant, which is the largest steel plant in Asia; India's first iron and steel factory in Jamshedpur and many others. The industrial city of Ranchi is its capital while Jamshedpur is the largest and the biggest industrial city in the state. The rivers of Jharkhand play an important role in the socio-economic aspects of the society. While river Ganges is one of the most important rivers flowing through Jharkhand, irrigation networks also come from Damodar, Barakar, Koel and Suvarnarekha rivers.

Jharkhand is one the most industrialized regions in India. A mineral rich state, it accounts for 35.5 percent of the country's known coal reserves, 90 percent of its cooking coal deposits, 40 percent of its copper, 22 percent of its iron ore, 90 percent of its mica and huge deposits of bauxite, quartz and ceramics. Despite this, it is still one of the most backward states in India with its per capita Net State Domestic Product (INR 22,780) well below the national average (INR 33,731) and Net Domestic Product growth rate of 6.35 percent which is below the national average. Despite these challenges, Jharkhand's progress on building infrastructure is commendable. The state is characterized by a good network of roads, railways, airways, telecommunication, power and water systems. It is also well connected by roads with the length of its national highway at 1,600 km and that of the state highway at 2,711 km.

There are several flagship schemes taken up by Central Government for the development of the nation namely, Digital India, Make in India, Swachh Bharat Abhiyaan, Jan Dhan Yojana, and Smart Cities which will serve as key employment drivers for skilling in India. It is imperative for Jharkhand to focus on skilling to compliment the efforts at the national level.

### **About JSDMS**

The Jharkhand Skill Development Mission Society (JSDMS) was incorporated as a Society in 2013 for the development of the skill training initiatives in the state of Jharkhand. The main objectives of the formation of JSDMS is to develop skills of the youth in the state and increase their efficiency to overcome the problem of migration in the state.

The key functions of the society include:

1. Development of skilled manpower for the state of Jharkhand
2. Convergence between school education, technical & vocational education
3. Development & implementation of State Qualification Framework based on NSQF
4. Creating enabling environment to attract investment in skill development in the state
5. Developing an IT platform for Jobseekers & assistance in the self-employment
6. Promote and undertake analytical work & innovation

7. Implement courses specific to Modular Employable Skills (MES) prescribed by National Council for Vocational Training (NCVT) or on Qualification Pack of Sector Skill Councils

Skill development is imperative to the development of the state of Jharkhand. In view of the national priorities, **the state envisages skill development of 20 lakhs youths in the next 5 years**. Towards meeting this objective, the Jharkhand Skill Development Mission has been constituted under the chairmanship of Hon'ble Chief Minister with the vision to increasing employment opportunities for youths, reducing outward migration of young talent, increase per capita income matching the national level and empowering the youth through skill development. State Skill Policy identifies the same challenge and made a provision to open Migration Centre (Pg 23, Pt. 17) in those state where our candidates get placed in large numbers.

“आश्रय” is a concept MSC (Migration Support Centre) as walk – in resource centers for successful trainees of JSDMS displaced from native in search of better employment prospects. MSCs would offer counselling, access to information, acclimatization support and targeted services to vulnerable displaced workers from Jharkhand. MSCs is supposed to be setup outside the state where a large number of JSDMS skilled youth have been placed.

The following support services will be extended from MSCs:

1. Providing trainees with information and services helping them settle in new geographical location
2. Pre – Joining Counselling
3. Providing identity validation/ verification services
4. Fooding, Lodging & Boarding for a limited time period
5. Job retention & career progression counselling
6. Facilitation for securing utility services in the displaced location
7. Helping trainees in linkages with Govt. sponsored welfare schemes
8. Formally & informally escalating the concerns & challenges of the displaced youth to JSDMS, as and when required

While Government of Jharkhand is committed to provide more wage and self-employment opportunities within Jharkhand, migration of skilled youth to other states is a reality today. Hence there is a need for State Government to setup MSC in industrial/ service industry hubs that hire skilled youth in significant numbers.

It is JSDMS's policy to require that the firms observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, JSDMS defines, for the purposes of this provision, the terms set forth below as follows:

1. “Corrupt practice” means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the selection process or in contract execution; and “Fraudulent practice” means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to JSDMS, and includes collusive practices among firms (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive JSDMS of the benefits of free and open competition.
2. JSDMS will reject a proposal if it determines that the agencies recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;



3. JSDMS will declare the applicant agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the agency has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
4. JSDMS shall have the right to terminate the contract of any agencies if any employee or sub-contractor of the agencies is found to violate any terms of the contract including participation in collusion, fraud, misrepresentation, mis-guidance or any action detrimental to the MSCP empanelment process or to JSDMS

JSDMS invites bids from agencies to establish and run Migration Support Centre. The empanelment of agencies will be for a period of 3 years extendable by 2 years based on satisfactory performance of the agencies.

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## Section 2: Invitation to Bid

With a view to strengthen the support services to the migrant youth from Jharkhand under the JSDMS's skill development programs, it is proposed to empanel services of reputed, professional and competent Migration Support Centre Providers (MSCPs).

This RFP is being offered to those agencies / companies meeting the requirements of requisite skills and expertise in the above mentioned area for providing Migration Support Services (MSS). Such agencies/companies are expected to establish and operate the MSCs on a turnkey model. The MSCPs should also provide infrastructure, services, resources/manpower for the Migration Support Centers (MSCs).

Interested agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been made after careful study and examination of this document with full understanding of its terms, conditions and implications.

Interested agencies may download the RFP document from the website [www.jharkhandtenders.gov.in](http://www.jharkhandtenders.gov.in)

All proposals submitted in response to the RFP document must be accompanied by a Bid Security of INR 1,00,000.00 (One Lakh only) in the form of a Bank guarantee as per the format prescribed in this RFP document.

Any subsequent corrigenda / clarifications will be made available on [www.jharkhandtenders.gov.in](http://www.jharkhandtenders.gov.in) **The empanelment process of agencies will be a three stage process comprising of : Pre-qualification, Technical and Commercial qualification** and shall be done as per method and procedures described in this RFP.

The JSDMS invites proposals from the organizations to provide the services as per the Scope of Work and Terms & Conditions mentioned in this RFP.

## Section 3: Overview of Migration Support Centers

### 3.1 Background – Labor Migration and Migration Support

India has a large migrant labour population as evident in many major cities, states and industrial centres of the country. These cities and industrial centres have a large demand for skills and skilled manpower. Spurred by the need for steady job and income and to fulfil their career aspirations many of the poor rural youth migrate to cities where they often face an unfamiliar territory, social and economic challenges such as higher costs of living, shelter, access to services. These adaptation challenges become difficult to cope with leading to poor job retention, inability to integrate and unfulfilled aspirations. The difficulties of adjustment often lead the migrant population to return to their native place thus nullifying the effort put in skilling, placement and job retention.



**Figure 1:** Key Challenges faced by Migrant Workers

In order to provide such sensitive and timely support, JSDMS has conceptualized in its design, the set-up of a Migration Support Centre and post-placement support interventions including salary top-ups. In its design, JSDMS visualizes MSCs to offer alumni support, accommodation assistance, counselling services, identity documentation services, healthcare services, periodic get-togethers, recreation services, networking with employers and other timely support services.

### **3.2 Problems and Challenges faced by workers**

The key challenges faced by migrant workers are as illustrated below:

- 3.2.1** *Informational Challenges* - Lack of information with respect to various aspects of living effectively and struggle to navigate their course in the city.
- 3.2.2** *Identity Challenge* - In the cities, establishing one's identity is an enormous problem for migrant workers. Lack of a verifiable proof of identity also bars them from accessing basic facilities such as rental accommodation, health services etc.
- 3.2.3** *Access to Basic Amenities* – Most of migration destinations are characterised with limited amenities such as shelter, sanitation and access to water. Bad working and living conditions takes a toll on their health causing serious health hazards.
- 3.2.4** *Access to Financial Services* - Their access to banking and financial services is compromised as they are unable to produce the required proof of identity and residence at a new location.
- 3.2.5** *Access to Job Related Services* - Their lack of access to urban or local labour markets in the city or industrial belt restricts their ability to find suitable jobs in case of loss of job or need for growth in career and income. As a result, they are forced to continue in their current jobs or return to their native environments. This results in greater problems subsequently as their home villages may or may not have any avenues for use of their skills which often leads to growth in poverty. Also the informal economy thrives on the inability of migrant workers to demand decent work conditions or find other jobs. Most migrants earn subsistence wages and are prone to payment frauds, abuse and accidents. They are engaged in risky, hazardous occupations but rarely have access to welfare benefits such as insurance or pension.
- 3.2.6** *Access to Skill upgradation services* - Migrants also are unable to identify or obtain further skilling or educational opportunities which restrict their personal and professional growth over time. This lack of career progression builds further frustration and often results in untimely return to native place.
- 3.2.7** *Access to Welfare Services* - Migrants lose access to basic welfare entitlements such as subsidized food (PDS), health benefits etc. with a change in location. In families moving as a unit, children suffer most as their access to education and basic healthcare is severely affected.

## Section 4: Scope of Work

### 4.1 Overview of the Scope of Work

The primary objective of this RFP is the empanelment of Migration Support Centre Providers who will setup/ establish the MSCs as per the norms and guidelines of JSDMS and operate and maintain the same till the end of the contract period. The role of the MSCs, as detailed in this RFP is primarily for post-placement support services for JSDMS alumni and related monitoring feedback to State and its stakeholders. The MSCs may leverage the infrastructure under this program to additionally provide services to migrants from other programs; however, the primary clientele shall be from JSDMS and residential support shall have to be exclusive for JSDMS trainees/skilled youth only.

The role of MSCs under this RFP is that of a service provider.

#### 4.1.1 Physical Infrastructure

The overall space for the MSC may be planned as minimum 5000 sq. ft. The major elements of the infrastructure (suggestive) are as follows. The MSCP could also plan to progressively enhance and upscale the facilities as well:

- 4.1.1.1 Dormitory facilities: a dorm for 100 occupants (separate and isolated for male & female) as transit accommodation with separate bedding and storage space for everyone, that can be used as the first destination for incoming migrant rural youth trained at JSDMS for an initial period of 30 days. Per occupant space provided would be 25 Sq. Ft. On every 100 Sq. Ft. there should be a fan and tube light. There should be provision of fresh air ventilation and light.
- 4.1.1.2 A common room with 48" LED TV – that can be used as a Conference Hall or Multi-purpose Hall when facilitating interactions with employers or other stakeholders.
- 4.1.1.3 Three rooms – one to serve as the Office and Reception space for workers; One as a Counselling room or Interview room with adequate seating for 4 and a Guest room can be used by the Training Service Provider (TSP)/JSDMS Representative during night-halts on payable basis, subject to availability. Guest room should consist of two single bed with coir mattresses and attached toilet.
- 4.1.1.4 A Computer centre - should have 2 computers with its basic accessories such as a printer with scanner, UPS, a camera, a lamination machine and a broadband internet connection.
- 4.1.1.5 Housekeeping Staff (Min. 3 staff) for maintaining the MSC
- 4.1.1.6 Min. 20 KVA silent Generator set power supply backup.
- 4.1.1.7 Kitchen to supply three-time meal per candidate. Food Menu will be provided by JSDMS and monitored by the Menu Committee including the JSDMS alumni.
- 4.1.1.8 15 toilets cum bathrooms (separate for men and women) – Min. 30 Sq. Ft. each
- 4.1.1.9 The centre and rooms should be disabled friendly to the extent feasible
- 4.1.1.10 Safe drinking water facility – RO+UV
- 4.1.1.11 Dustbin with disposable bags in every room
- 4.1.1.12 24X7 Security Guard
- 4.1.1.13 CCTV Camera

### **Key considerations of MSC:**

1. Approachability & Accessibility – The MSC should be conveniently located where it is easy for workers to reach preferably close to public spot e.g. bus stand/ station/ market/ work site. The MSC closing/ opening times shall be as per the convenience of migrant population, matching Duty / Work time.
2. The basic services of MSC will be providing lodging & boarding and counselling services to migrant trainees taking up placements.
3. The JSDMS Call Centre will be having dedicated two agents for MSC specifically.

#### **4.1.2 Core Services**

The services to be provided by a MSC are divided into 'Core Services' and 'Value Added Services'. The indicative set of services are based on the key challenges faced by migrant workers as illustrated in **Section 3.2** and the experience of JSDMS alumni.

##### **4.1.2.1 PPS (Post Placement Support) Services**

The primary role that a MSC is expected to fulfill is to create a supporting infrastructure and environment for the migrant workers separately for male & female trainees/candidates. The objective is to support and guide the migrant workers who are new to location, provide information, provide appropriate link-up services, provide various support services and track them to ensure outcomes. The MSC centre head should act as a friend, partner and guide to the migrants and support them in socio-economic integration.

PPS services shall include:

1. Housing services including dorms
2. City orientation and overview informative services
3. Financial services
4. Health support services

Help-line services

1. Provide on-site information services related to all aspects of services of the MSC as a post-placement support service (PPS)
2. Provide Call-center based help-line number for PPS

The aforesaid services will be done by Centre Head and support team.

##### **4.1.2.2 PPS Housing and Accommodation Services**

The MSC shall provide the following basic amenities services. JSDMS will pay for these services:

1. Initial Accommodation & Food – Provide accommodation for a defined period (30 days) to support the migrant workers coming in for work along with food.
2. The MSC shall tie-up, where required, with housing / rental / other service providers to access suitable services.
3. The MSC shall also tie up with individuals to help JSDMS alumni access food services, as is required by them after initial accommodation.

4. The MSC shall keep records of all referrals for housing and accommodation services.

These services will be carried under Centre Head's supervision.

#### **4.1.2.3 PPS Health Services**

##### 1. Basic Health Services:

Basic preventive Health Workshops - MSCs shall organize preventive health workshops and health awareness events for various groups of migrant workers on the following topics, as an initial baseline service and weekly.

- i) Nutrition
- ii) Family planning and birth control
- iii) Cleanliness, hygiene and work safety
- iv) Prevention of HIV/AIDS; Information on confidential testing centres & helplines
- v) First aid methods
  1. Enrolment into Government based health insurance services, if not enrolled
  2. Doctor Visit Services - The MSC should engage the services of General Practitioners to provide pre-defined health camps at least once a week. This shall include:
    - i. A male/female General MBBS Physician Practitioner
    - ii. The physicians should be empowered to make Medical Certificates where necessary and prescribe medicines where and when needed.
    - iii. The MSC shall also engage with govt. / private health centres for additional services.
  3. Additional Health Camps Services shall include:
    - i. Basic health profiling and general diagnosis
    - ii. Specialized health camps focused on specific occupational diseases
    - iii. Health camps focused on women's health
    - iv. Immunization camps

MSC should converge with Government health interventions of the ULBs and other departments and endeavor to provide access to the same, including for medicines, RSBY or other health cards. Additionally the MSCs may provide details of ESIC, facilitate access to ESIC or other employer services.

#### **4.1.2.4 PPS Financial Support Services**

Most JSDMS skilled youth are in the age group of 18-35 years, which is a time when a wide range of financial services are essential for securing their financial future. Several of them are even individuals who have just entered the labor market and are the primary bread earners for their family. Financial services for this group shall therefore be able to address a broad spectrum of needs. Key financial services should include:

1. Financial Literacy Services - The objective of the meeting is not only to disseminate information on the service, but more importantly to ensure that the participants understand the need for such a service for the economic wellbeing of their household. Such meetings shall cover a wide range of topics including:

Enrolment into various insurance programs and services provided by the Government. The services will not be limited to enrolment but will also cover guidance on access and usage.

This shall be paid services and prices will be established during contracting.

1. Pradhan Mantri Jan Dhan Yojana
2. Atal Pension Yojana
3. Awas Yojana
4. Jeevan Jyoti Bima Yojana
5. Suraksha Bima Yojana
6. MUDRA Bank Yojana
7. Garib Kalyan Yojana
8. Sukanya Samriddhi Yojana
9. Rashtriya Swasthya Bima Yojna
10. State run schemes
11. Scholarship schemes
12. EPF enrolments
13. Transfer of ration cards/ PDS linked scheme benefits

The MSC provider is required to keep track of all such schemes, ensure enrolment and record the same for MIS report.

1. Calculation of piecemeal work payments, treatment of loans & advances, overtime
2. Understanding basics of salary components – i.e. Basic, HRA, DA, EPF etc. (applicable for alumni in salaried formal sector jobs) Goal setting, financial planning, income-expense budgeting
3. Managing Cash flows i.e. managing cash coming in and going out to ensure that one always has money to pay for expenses when they are due.
4. Managing various risks such as death, disability, illness and old age
5. Product knowledge i.e. functions, terms and conditions of various financial products such as credit, insurance, pension etc.
6. Information on investment opportunities with their associated risks
7. Basic banking how-to's – deposit and withdrawal slips, passbook, cheque books, use of ATMs, identifying fake notes
8. Investment products provided by the banks or large fund companies
9. The MSCPs may also enrol as banking correspondent and provide credit linkage and linkages to banks/ institutions providing credit to entrepreneurs/ innovator from poor background

MSCP will organize these sessions under the supervision of a financial expert.

#### **4.1.2.5 PPS Identity Services**

The MSC may provide the following services with respect to identity services, if applicable. JSDMS alumni are expected to have Aadhar ID cards.

1. Registration service & Photo ID services – Provide registration of migrant workers, registering their details in the system and generating a photo ID signed by appropriate



authority. Use of this ID as a KYC document has also been recommended by the ex-Deputy Governor, Reserve Bank of India.

2. Enable Stakeholder support - The registration and Photo ID service requires the support of local Government officers like the District Labour Officer (DLO), Block Development Officer (BDO), SDM etc. in order to authenticate the ID card. The MSC, along with SSM, shall co-opt the support of relevant authorities to support identity generation and validation.

These services will be carried under Centre Head's supervision.

#### 4.1.2.6 PPS MIS Services

Maintenance of a MIS system with JSDMS intervention for monitoring and recording of activities performed by an MSC is critical for providing support and follow-up to the migrants, recording their details and also to provide regular reports to the JSDMS. This MIS should be developed in sync of HUNAR portal of JSDMS.

The MSCs must:

1. Establish and sustain suitable MIS, and ensure that information is shared with all relevant stakeholders of the MSCs
2. The MSCP shall maintain case file document on each migrant attached to the centre.
3. The prospective bidder may refer to the Migration Support Centre – Reference Framework document for additional MIS requirements, reporting requirements and informational requirements.

These services will be carried under Centre Head's supervision.

#### 4.1.3 Value added services of MSC

In addition to the core services, the MSC should provide the following value added services. A summary list of value added services to be provided is given below:

1. **Counselling needs assessment & Work Counselling** – Provide preventive counselling services to reduce drop-out rates. This will be performed by Counsellor.
2. **Work health Assessment** - This assessment should be about the ability of the individual to accept work goals or targets, translate newly acquired skills into productive assets and build a sync between the organization's and personal financial and life goals. This will be performed by General MBBS Physician Practitioner.
3. **Follow-up intervention visits** – The MSC shall do follow-up interventions on the counselling done to ensure the issues are resolved. These visits will be performed by Centre Head and his subordinates.
4. **Access to Placement Services (Urban labour markets)** - building linkages with the local industrial, Small and Medium Entrepreneurial landscape of the urban environment and identify placement opportunities for several trades of JSDMS's trainees and other migrant workers. This will be performed by Centre Head.
5. **Access to further education opportunities** – Provide information, direction and enablement for upskilling and education opportunities. This will be performed by Counsellor and invited educationists time to time.
6. **Legislative Advisory Services** - Provide information on employee rights, important legislations and laws and connect with legal help if necessary. This will be performed by an advocate under the supervision of Centre Head.

## 4.2 Overview of the Scope of Work

Sl. No.	Stakeholder	Roles & Responsibilities
1	MSCP	<ul style="list-style-type: none"> <li>a. Establish and operate the MSC as per the defined scope of the JSDMS and as per this RFP in alignment with the MSC Reference Framework document.</li> <li>b. Run the MSCs, providing defined services as per the service charges</li> <li>c. Record, maintain and provide complete MIS reporting data to stakeholders</li> </ul>
2.	JSDMS	<ul style="list-style-type: none"> <li>a. Preparation of Framework for the establishment and operations of the Migration Support Centres – reference Migration Support Centre – Framework.</li> <li>b. Approve support cost for MSC at a <b>maximum amount</b> of Rs. 5 lakhs per year based on the performance against core services &amp; value added services.</li> <li>c. Ensure a clear organization structure and consistency of leadership to ensure MSC is instituted and relevant over a sustained period of time.</li> <li>d. Perform monitoring and evaluation and assessment of MSCs</li> <li>e. Provide timely and regular MIS inputs in terms of findings of Post-Placement Tracking.</li> <li>f. Information requests and planned interventions with necessary research instruments for qualitative studies in terms of quality of life, quality of work-life, reasons for drop-outs etc. of migrant rural youth trained by the JSDMS. The MSC will serve as the venue for the interaction/ intervention and facilitate access to candidates for interviews/ discussions. The MSC will not engage in any post-placement tracking to complement or supplement PPT performed normally.</li> </ul>
3.	Migrant youth	<ul style="list-style-type: none"> <li>a. Constitute the primary population and beneficiary of the services of the MSC</li> <li>b. Migrant youth should be trained under JSDMS skilling program.</li> <li>c. He/ she will adhere to all the discipline and rules of MSC.</li> </ul>
5.	TSPs	<ul style="list-style-type: none"> <li>a. Actively engage with the MSCs and candidates to provide information and contact details of the MSCs/ JSDMS to the candidates. Engage with MSCs to provide information directly.</li> <li>b. Be the source of the trained JSDMS alumni/ rural youth and provide relevant data and MIS regarding the migrant rural youth aimed at the respective destination, thereby empowering the MSC with its initial population</li> <li>c. Provide Post-Placement Tracking derived information inputs that call for subsequent actions like qualitative research on the work and quality of life of alumni, engagement with employers on specific causes like the issuance of salary slips or Joint Salary Certificate, dispute resolutions between alumni and employers etc.</li> <li>d. Provide regular and timely information on significant issues like loss of track or contact, loss of job etc.</li> <li>e. Support MSCs in all activities as mandated by the JSDMS</li> </ul>

### **4.3 Period of Empanelment**

The MSCP shall be empaneled for a period of three (3) years from the date of signing of the agreement which may be further extended for a period of 2 years and based on the performance of the MSCP. JSDMS shall have the right to perform audits, random checks and perform other due diligence to evaluate the performance of the MSCP.

### **4.4 Funding Support to MSCs**

JSDMS shall provide one time grant towards MSC setup and support services of INR Ten lakh. Details are under section 4.7.

### **4.5 Resource Requirements**

A fully functional MSC may be manned by a team of seven (7) persons for the initial Core services. The team may be divided into administrative and functional teams. The full-time Administrative team shall include a 'Center coordinator', 'Community mobilizers or counselors', 'MIS, Accounts and administrative assistant', 'Office assistant' and housekeeping persons (3 nos.).

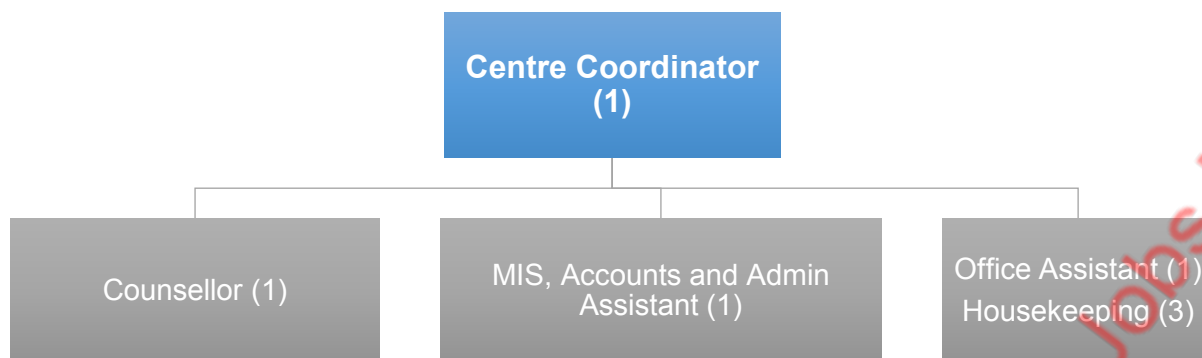
This team will need to be supported by a part-time data entry operator. The functional team should comprise of part-time consultants and external resources who are specialists, engaged to offer specific services to the candidates and other stakeholders of the MSC, for instance a General Practitioner Doctor, legal support and Research Specialists. The coordination of the functional team is to be performed by the administrative team. The specialist services may be available on – call basis. The team should definitely provide for social workers' / gender specialists who are women.

The Centre coordinator/ Warden would be in-charge of the coordination of all activities as well as reporting of work. He/ She will be assisted by an associate coordinator, who would look after immediate supervision of field activities, the MIS and documentation at the center.

For a fully mature Center which is seeking to reach out to new geographies, sub-centers can be added as its extended arms to facilitate greater outreach. A sub-center may be manned by two community counsellors, to be supervised by an associate and center coordinator of the main center. This concept will be applicable once after successful launch of MSC.

For the overall strategic guidance to the project the center team would require inputs from the head and senior management of the implementing organization. The costing of the project should include provision for time of the Executive Director/ Chairman/ Secretary of the respective organizations.

#### 4.5.1 Team Structure



#### 4.5.2 Qualification of key resources

The tasks assigned for various positions are as follows:

The following table presents the key roles and responsibilities of the various positions highlighted in the Team Structure, including the qualification criteria for each position holders.

Designation	Key Roles & Responsibilities	Qualification
Centre Coordinator	<ul style="list-style-type: none"> <li>• Management, coordination, and operationalization of the Centre's activities</li> <li>• Formulation of plans and targets for the team and their supervision</li> <li>• Liaison with local stakeholders in the Government, local authority, employers, banks, hospitals, etc.</li> <li>• Liaison with external support agencies, other partners and other centres</li> <li>• Periodic (monthly, half-yearly, annually) reporting of Centre's activities to JSDMS</li> <li>• Undertaking household listing exercise and surveys, research studies, impact assessment, and report writing</li> <li>• Organizing monthly team meetings and regular reflection workshops</li> <li>• Organizing capacity building activities for different team members, as well as beneficiaries</li> <li>• Engage with external resources and vendors to deliver key services</li> <li>• Build revenue for the MSC through provision of services to candidates and rental of space to service providers facilitating the Core operations of the MSC</li> </ul>	<p><b>Educational Qualifications:</b> Post-Graduate desirable; At least a graduate in Sociology, Social Work, Management, other relevant fields, with 5-8 Years of relevant work experience</p> <p><b>Technical Skills/Aptitude:</b> Adept at using MS Office , team management, planning, reporting, advocacy and liaison skills and familiarity with research, two-wheeler driving</p>
Community Counsellors	<ul style="list-style-type: none"> <li>• Outreach, establishing contacts and rapport building with migrant workers and their families</li> <li>• Organizing labour meetings and workshops</li> <li>• Awareness building on issues of migration and services at the community level</li> <li>• Undertaking registration and issue of ID cards, providing legal assistance, legal literacy meetings, financial literacy meetings, post-training follow-ups of trainees, linkages with social security and all other Centre's services</li> </ul>	<p><b>Educational Qualifications:</b> Graduate with at least 2 years' relevant experience</p> <p><b>Technical Skills/Aptitude:</b> Community mobilization and rapport building, able</p>

	<ul style="list-style-type: none"> <li>Interaction with important stakeholders – bank officials, contractors, employers, hospital officials, government officials etc.</li> <li>Survey and data collection related to profiling of workers and documentation of Centre's effectiveness and impact of services</li> <li>Work counselling of candidates</li> </ul>	to work in a team, two-wheeler driving
MIS, Accounts and Admin Assistant	<ul style="list-style-type: none"> <li>Management of all service related documentation at the centre level</li> <li>Management of programme MIS and its sharing with senior management/external support agency</li> <li>Administrative and logistical support to MSC program team</li> <li>Reception of workers walking into the centre and maintaining required records</li> <li>Book-keeping of all transactions and settlement of accounts at the centre level</li> <li>Ensuring necessary documentation, fulfilling of IT statutory requirements and providing Audit support</li> <li>Assistance in undertaking activities related to Centre's administration</li> </ul>	<b>Educational Qualifications:</b> Graduate (B.Com preferable), with at least 2 years' relevant work experience  <b>Technical Skills:</b> Conversant with MS Office, Accounts management and Office Administration
Office Assistant	<ul style="list-style-type: none"> <li>Management of office – its furniture and assets and daily cleanliness</li> <li>Receiving workers and other guests visiting the centre</li> <li>Providing requisite hospitality support – cooking, preparation of tea, serving water, etc.</li> </ul>	<b>Educational Qualifications:</b> 8th pass  Able to read and write well, manage basic communication

#### 4.6 Project Location

Given below is the list of preferred destinations to setup MSCs basis current migration trends. Further new locations will be added as per demand and empaneled agency(s) will be given the first right to choose.

Tirupur (Tamilnadu), Pune (Maharashtra), Bangalore (Karnataka), Neemrana (Rajasthan), New Delhi, Hyderabad (Telangana), Chennai (Tamilnadu) & Kolkata (WB)

Interested parties need to bid for few or all locations. The MSC will be opened and operated in phases in the different employment hubs, as stated above.

#### 4.7 Payment Terms

The MSC shall be paid on a monthly basis based on AADHAR based biometric attendance by the State as per the agreed upon contract. There will an annual hike of 5% or based upon Annual WPI index released by Ministry of Commerce & Industry, Government of India (whichever is lower) on price quote per bed/day.

Minimum commitment numbers from JSDMS's side will be 60% of the total occupancy to a maximum capping of 90 occupants per month for a period of initial 6 months. The minimum commitments thereof shall be agreed upon basis performance and mutual discussions.

Support cost towards core and value added services of INR 5 Lakhs per year will be disbursed quarterly based upon the performance.

MSC running cost would be quarterly basis on final agreed price. The performance standards will be defined during contract finalization.

#### **4.8 Penalty Clause**

During any month if the average feedback score against Basic Services (Lodging, Boarding & Counselling) remains under 3 then a penalty of 5% for that month's payout will be levied and a period of 30 days shall be provided to make corrective measures as suggested by JSDMS. If the cumulative feedback is less than 2, immediate termination of contact shall be initiated basis JSDMS review of operations.

#### **4.9 Termination**

Both the parties shall be entitled to terminate the agreement at any time by giving sixty (60) days prior written notice.

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## Section 5: Instructions to Bidders

### 5.1 General Guidelines

The instructions for submitting proposals in response to the RFP are mentioned below:

1. The proposals submitted in response to this RFP, and all associated correspondence shall be written in English and shall conform to the forms pre-qualification, the technical proposals and the financial proposals as prescribed in **Annexure 1**. Any interlineations, erasures or over writings shall be valid only if they are initialled by the authorized person signing the proposal.
2. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals submitted online on prior to the closing time and date for receipt of proposals, shall be taken as valid.
3. The Proposals submitted should be concise and contain only relevant information as required under this RFP document.
4. The Companies / agencies submitting their proposals would be responsible for all of its expenses, costs and risks incurred towards preparation and submission of their proposals, attending any pre-proposal meeting and visiting the site or any other location in connection therewith. JSDMS shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.

### 5.2 Corrupt, Fraudulent and Collusive Practices

It is JSDMS's policy to require that the firms observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, JSDMS defines, for the purposes of this provision, the terms set forth below as follows:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the selection process or in contract execution; and "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to JSDMS, and includes collusive practices among firms (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive JSDMS of the benefits of free and open competition.
2. JSDMS will reject a proposal for award if it determines that the agency recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
3. JSDMS will declare an agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the agency has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
4. JSDMS shall have the right to terminate the contract of any agency if any employee or sub-contractor of the agency is found to violate any terms of the contract including participation in collusion, fraud, misrepresentation, mis-guidance or any action detrimental to the empanelment process or to JSDMS.

### **5.3 Validity of proposal submitted**

The proposals submitted by the Companies/agencies shall remain valid for a period of 180 days after the closing date (deadline) for submission of proposals prescribed in this document. A proposal valid for shorter period may be rejected as non-responsive. JSDMS may solicit the respondents' consent to an extension of RFP validity (but without the modification in their Proposal).

### **5.4 Clarification on proposal submitted**

During evaluation, JSDMS may, at its discretion, ask the respondents for clarifications on their proposals. The Companies/agencies are required to respond within the time frame prescribed by JSDMS.

### **5.5 Amendments to RFP document**

At any time prior to deadline for submission of proposals, JSDMS may for any reason, modify the RFP document. The prospective respondents having received the RFP document shall be notified of the amendments through website and such amendments shall be binding on them.

### **5.6 Disqualification**

JSDMS may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the agency:

1. Submitted the proposal after the response deadline;
2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
4. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
5. Failed to provide clarifications related thereto, when sought;
6. Submitted more than one proposal;
7. Has been blacklisted by any Central / State Government (incl. its department/agency) or was declared ineligible by the Government of India/SSMs/SRLMs/SSDMs for corrupt and fraudulent practices.

### **5.7 Performance Bank Guarantee**

Within 7 days of the selected Companies being intimated about their empanelment they are to submit a Performance Bank Guarantee for 5% of first year work order in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) from any Scheduled Indian Bank and valid for three years from the date of empanelment and any applicable extension periods as may be mutually accepted.

The Earnest Money Deposit submitted as security will be discharged after the receipt of this Performance Bank Guarantee from the agency selected for empanelment. For others it would be returned after the completion of the empanelment process.



## 5.8 Confidentiality

Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding Companies or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding agency of confidential information related to the process may result in rejection of its proposal.

## 5.9 Disclaimer

Proposals received late will not be considered and will be returned unopened to the respondents. JSDMS reserves the right to (a) reject any / all proposals without assigning any reasons thereof, b) relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of JSDMS, DHTE & SD, Govt. of Jharkhand and the objective of the scheme without assigning any reasons thereof and c) include any other item in the scope of work at any time after consultation in the pre-proposal meeting or otherwise.

## 5.10 Other terms & conditions

1. The selected MSCP will be fully and completely responsible to the JSDMS for all the deliverables.
2. The interested bidders shall furnish an affirmative statement as to the existence of, absence of, actual or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with the JSDMS or its TSPs. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.
3. JSDMS requires that the agencies should provide professional, objective, and impartial advice and at all times hold the interests of the JSDMS paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
4. JSDMS reserves the right to accept or reject any bid, to annul the entire bid process or reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder(s) the grounds for such decision. JSDMS also reserves the right to negotiate with the successful bidder if necessary.
5. The JSDMS will manage the project and the proposed resources shall report to the designated Officer. Other teams / committees / stakeholders will work in close proximity with the selected firms to oversee the deliverables of the project.
6. In case any of the proposed resources are found to be not performing or not meeting the expectations of the JSDMS, the firms shall find a replacement for the resource. The JSDMS will evaluate the replacement profile and indicate the acceptance / rejection of the profile.
7. The JSDMS reserves the right to terminate the contract by giving a notice of one month if the performance of the agency is not found satisfactory. The agency shall be given a period of fifteen days to cure the breach or fulfill the contractual obligations, failing which the JSDMS shall notify the bidder in writing of the exercise of its right to receive such

compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default

8. The agency to be selected through this bid process will provide deliverables as indicated in this document. The agency should note that as a part of requirement for this assignment the agency will share with JSDMS all intermediate documents, drafts, reports and any other item related to this assignment. No work products, methodology or any other methods used by the agency should be deemed as proprietary and non-shareable with JSDMS by the agency.
9. No part of this document including the Annexure can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of JSDMS except to the extent required for submitting bid. The information contained in this document is only disclosed for the purposes of enabling you to submit a proposal for JSDMS – Empanelment of MSCP. This document should not therefore be used for any other purpose. This document contains proprietary information furnished for evaluation purposes only; except with the written permission of the JSDMS, such information may not be published, disclosed, or used for any other purpose. You acknowledge and agree that this document and all portions thereof, including, but not limited to, any copyright, trade secret and other intellectual property rights relating thereto, are and at all times shall remain the sole property of JSDMS. The title and full ownership rights in the information contained herein and all portions thereof are reserved to and at all times shall remain with JSDMS. Bidders must agree to take utmost care in protecting the proprietary and confidential nature of the information contained herein.
10. If at any stage of the tendering process or during the currency of the agreement, any suppression / misrepresentation of such information is brought to the knowledge of JSDMS, then the Department will have right to reject the bid or terminate the agreement, as the case may be, without any compensation to the bidder.
11. The bidder shall be deemed to have complied with all clauses in this RFP. Evaluation shall be carried out on the information available in the bid.

### **5.11 Conditions of empanelment contract**

The operating clauses would emerge from the technical and financial processes finalized with the Empaneled Training Agencies selected for the project. In addition, the empanelment contract will inter-alia includes the following terms:

#### **5.11.1. Definitions**

In the Empanelment Contract, the following terms shall be interpreted as indicated:

“JSDMS” means the **Jharkhand Skill Development Mission Society (JSDMS)**, Department of Higher, Technical Education & Skill Development, Government of Jharkhand; or any other authorized representative of the JSDMS.

The “Contract” means the empanelment agreement entered into between the JSDMS and the EMPANELLED agency as recorded in the Contract Form signed by the JSDMS and the EMPANELLED agency, including all attachments and annexure thereto and all documents incorporated by reference therein.

### **5.11.2. Payment Terms and Schedule**

The payment terms are explained in the Payment Terms – Section 4.7.

### **5.12 Commercial Terms**

JSDMS will release the payment within 45 days of submission of invoice subject to invoice and all supporting documents being in order. The supporting documents should also mandatorily entail acceptance of the stipulated deliverable within the accepted timelines.

#### **5.12.1. Indemnification:**

The agency shall indemnify JSDMS against all third party claims arising out of a court order or arbitration award for infringement of patent, trademark/ copy right arising from the use of the supplied services or any part thereof. Either party will accept liability without limit (1) for death or personal injury caused to the order party by its negligence or the negligence of its employees acting in the course of their employment; (2) any other liability which by law either party cannot exclude. This does not in any way confer greater rights than what either party would otherwise have at law.

1. The Work Order does not contemplate any consequential, indirect, lost profit, claim for tort or similar damages of any form to be paid by the agency to JSDMS /Jharkhand government or any other organizations
2. Notwithstanding anything to the contrary contained in the Work Order, in no event will the agency be liable to JSDMS, whether a claim be in tort, contract or otherwise; (a) for any amount in excess of 100% of the total professional fees payable for the respective Project
3. No action regardless of form, arising out of this Contract, may be brought by either party; more than one year after the cause of action has accrued.

#### **5.12.2. Progress of the Project**

Monthly submission of progress and operational reports are to be submitted to the JSDMS.

#### **5.12.3. Confidentiality**

1. Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties
  - i. These restrictions will not apply to any information which:

- ii. is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or is acquired from a third party who owes no obligation of confidentiality in respect of the information; or
2. Notwithstanding Clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub- Clause (ii) (and without branching any legal or regulatory requirement) where reasonably practicable not less than 5 business days' notice in writing is first given to the other party.
3. Without prejudice to the foregoing provision of this Clause above agency may cite the performance of the services to clients and projective clients as an indication of its experience
4. The agency shall not, without JSDMS prior written consent, disclose the commercial terms of this work order to any person other than a person employed by the agency in the performance of the work order
5. The clause on Confidentiality shall be valid for a further period of two years from the date of expiry or termination of the assignment, whichever is earlier.

#### **5.12.4. Liquidated Damages**

Due to negligence of act of the agency, if JSDMS suffers losses, damages the quantification of which may be difficult, and hence the amount not exceed performance bank guarantee and any OPEs / payables, shall be construed as reasonable estimate of the damages and agency agrees to pay such liquidated damages, as defined hereunder as per the provisions of this agreement.

#### **5.12.5. Limitation of Liability**

The entire and collective liability of the selected agency arising out of or relating to this empanelment, including without limitation on account of performance or nonperformance of obligations, regardless of the form of the cause of action, whether in contract, tort (including negligence), statute, or otherwise, shall in no event exceed the total performance bank guarantee and any OPEs/ payables.

#### **5.13 Miscellaneous terms & condition**

- a) The end product of the work assignment carried out by the agency, in any form, will be the sole property of JSDMS
- b) The agency shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional training standard recognized by national / international professional bodies and shall observe sound management practice. It shall employ appropriate and safe and effective methods. The agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to JSDMS and shall at all times, support and safeguard JSDMS /Jharkhand's legitimate interests.
- c) The agency agrees with JSDMS for honoring all aspects of fair trade practices in executing the work orders placed by JSDMS.

- d) In the event the agency or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with JSDMS, should be passed on the compliance by the new company new Division in the negotiation for their transfer.

#### **5.13.1. Force Majeure**

1. Force majeure clause shall mean and be limited to the following in the execution of the contract placed by JSDMS:
  - i. War / hostilities
  - ii. Riot or Civil commotion
  - iii. Earth quake, flood, tempest, lightning or other natural physical disaster
  - iv. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agency, which prevent or delay the executive of the order by the agency
2. The agency shall advice JSDMS in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, JSDMS reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason, subject to the provision of clause mentioned.

#### **5.13.2. Arbitration**

1. In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same shall be referred to Secretary, DHTE & SD, Govt. of Jharkhand for final decision and the same shall be binding on all parties.
2. Any other terms and conditions, mutually agreed prior to finalization of the order / agreement shall be binding on the Consulting Firms.
3. JSDMS and the agency shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in Ranchi, Jharkhand, India.

### 5.13.3. Applicable Law

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

### 5.13.4 Refund of EMD/ Bid Security and Submission of BG

1. The Earnest Money Deposit (EMD) will be refunded as follows.
  - (i) In the case of those bidders who fail to pre-qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued immediately thereafter.
  - (ii) In the case of those bidders whose technical bids do not qualify, the EMD will be refunded without any interest accrued within one month of the acceptance of TEC (Technical Evaluation Committee)'s recommendations.
  - (iii) For the agencies selected for empanelment, the EMD will be refunded subsequent to submission of Performance BG and subject to acceptance of the terms and conditions mentioned in the RFP, without any interest accrued within one month of the acceptance of recommendations.
2. The bidders selected for empanelment shall be required to submit a Performance Bank Guarantee for 5% of the first year work order value for the empanelment period.

### 3. Forfeiture of Earnest Money Deposit / Bank Guarantee

The EMD/BG submitted for empanelment can be forfeited:

1. If the Respondent withdraws its proposal during the period of validity of the proposal as specified by the respondent on the Notice of Intent to submit proposal in response to RFP Notice; and/or
2. If the Respondent, having been notified of their empanelment fails or refuses to submit the required Performance Bank Guarantee and/or refuses to take up the job in the assigned JSDMS; and/or
3. Does not accept the correction of errors made in the tender document; and/or
4. In case of the successful Bidder, if the Bidder fails to sign the Contract within the time stipulated by JSDMS.

All bidders are required to commit to maintain the number and the professional level of resources deployed as indicated in response in Form 4 of the technical evaluation criteria.

## Section 6: Evaluation of the Bids

Overall evaluation of the bids will be done in three stages namely Pre-qualification, Technical and Final evaluation based on Quality-cum-Cost-Based selection (QCBS) in the ratio 60:40. At the end of every stage short listed bidders may be informed of the result to have a fair and healthy competition.

### 6.1 Pre-qualification evaluation

Before opening and evaluation of the technical proposals, bidder's Pre-qualification bid would be evaluated to assess their compliance to the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the Pre-Qualification proposal level.

S. No.	Criterion	Whether Met	Supporting Documents to be submitted
1.	The responding bidder (a) Should have submitted a Bid Security of Rs. 1,00,000 (Rs. One Lakhs only) in the format prescribed	Yes / No	(a) The original bank guarantee (in Form 5) must be furnished.
2.	The bidder must be a registered legal entity in India/ outside India, and should have been in operation for a period of at least 3 years in hotel/ hostel/ labour/ employment/ candidate related/ migration related services as of <date>.	Yes / No	Certificate of incorporation / Registration Certificate
3.	The bidder shall not be blacklisted by any Central / State Government (Central/State Government and Public Sector)) or under a declaration of ineligibility for corrupt or fraudulent practices.	Yes / No	A self-certified letter by the authorized signatory
4.	The bidder should have an average annual turnover of at least INR 1 Crores from hotel/ hostel/ labour/ employment/ candidate related/ migration related in each of the latest three financial years (i.e. 2015-16, 2016-17 and 2017-18) in India. This must be individual agency's turnover and not that of group of companies.	Yes / No	Audited Financial Statements accompanied by a Certificate from External Auditors (CA's Certificate)
5.	The bidder should have provided hotel/ hostel/ labour/ employment/ candidate related / migration related services (i.e. 2015-16, 2016-17 and 2017-18) in India/or outside India.	Yes / No	Certificate from CA Copies of contract/ work order & completion certificates to be provided
6.	The bidder should have made a net profit for the latest three financial years (3) Financial Years as revealed by Audited Balance Sheets.	Yes / No	Certificate from CA/ Authorized representative
7.	The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under	Yes / No	A self-certified letter by the authorized signatory

	this RFP.		
8.	Preference will be given to agencies who have earlier experience in 'Skilling' sector.	Yes/ No	Copy of the Contract/ Certificate issued by the client

Bidders should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in absence of which their proposals will be rejected summarily at the Pre-Qualification stage itself.

## 6.2 Technical evaluation

The technical bids will be opened for those bidders who are able to qualify in the pre-qualification stage. The JSDMS or its designated agencies will evaluate the technical proposals on the basis of their responsiveness to this RFP and applying the evaluation criteria as specified below.

An Evaluation Score (ES) shall be assigned to each prospective bidder on the basis of the technical bid submitted. The technical evaluation score shall be based on the number of points that shall be awarded as per the following Evaluation Criteria table:

S.No	Technical Evaluation Criteria	Maximum Score
1	Profile & Experience	70
	1.1 Average annual turnover in last 3 years (Turnover in INR Crores) >5 Cr- 15 marks 4=<5 Cr- 10 marks 3=<4 Cr- 8 marks 2=<3 Cr-6 marks 1 =< 2 Cr- 4 mark  1. CA Certificate 2. 3 Years Audited Financial Statement	15
	1.1 Average net worth of agency in last 3 years (in INR Lakhs) >50 Lakhs- 10 marks 25=< 50 Lakhs- 5 mark <25 lakhs – 0 mark  3. CA Certificate 4. 3 Years Audited Financial Statement	10
	1.2 Number of hostels/ hotel with housing capability of at least 50 personal setup/run in last 3 years (i.e. 2014-15, 2015-16 and 2016-17) => Over 2 - 15 marks 1 =< 2 - 10 marks Else 0 marks  1. Self-Certificate with all the running center details	15
	1.3 Full-time staff engaged  >=50: 10 marks	10



	25=< 50: 5 marks < 25 – 0 mark  1. Self-Certificate with all the running centre details	
	1.4 Experience of providing hostel/ hotel/ migration related services in last 3 financial years (i.e. 2014-15, 2015-16 and 2016-17): => Over 5 Years - 10 marks 3 =< 5 Years - 5 marks Else 0 marks  1. Copies of Incorporation Certificate/ Work Order/ Contracts / Requisite proof of provision of services	10
	1.5 Experience of providing prescribed services in proposed project locations (refer clause 4.3)  => Over 3 locations - 10 marks 1 =< 3 Years - 5 marks Else 0 marks	10
3.	Adequacy of the proposed methodology and work plan of setup, operation and service provisioning of MSC <Technical Presentation>	30
	3.1 Existing infrastructure Labour/ employment/ candidate related/ migration related centers and plan to setup/ align with the JSDMS, MSC framework	
	3.2 Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of the RFP	
	3.3 Proposed Project Plan including timelines for setup, service operations, how to the services shall be provided, amenities	
	3.4 Quality and competency of key professional staff proposed	
	<b>Total Points</b>	<b>100</b>

## 1. Proposal Presentations –

The evaluation committee will invite the eligible bidders (By securing 40 marks out of 70 marks for the Technical presentation) to make a presentation to the JSDMS at a date, time and location notified by the JSDMS. The purpose of such presentations would be to allow the bidders to present their Approach & Methodology to the committee and the key points in their proposals. The presentations are to be made by the proposed personnel.

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least 70% in the above defined scoring mechanism would be considered technically qualified.

The final selection of Applicant entity shall be Quality & Cost Best Selection (QCBS) where, the total score shall be calculated by weighting the technical and financial scores in the ratio 60:40. The Applicant entity achieving the highest combined technical and financial score will be invited for negotiations.

## 2. Financial Bid Evaluation

The bidders who will qualify the Technical Evaluation criteria will be eligible for Financial Bid opening. Financial bid will be submitted by the bidder in prescribed format as mentioned below:

S. No	Location	Type Of Unit	Unit Rate (a)	No. of Unit (c)	Total Price (a*c)
1.	Tirupur	Boarding & Lodging/ day		1	
2	Bangalore	Boarding & Lodging/ day		1	
3	Neemrana	Boarding & Lodging/ day		1	
4	New Delhi	Boarding & Lodging/ day		1	
5	Hyderabad	Boarding & Lodging/ day		1	
6	Chennai	Boarding & Lodging/ day		1	
7	Kolkata	Boarding & Lodging/ day		1	

*Note: JSDMS will award one, few or all MSCs in different cities to the empanelled Bidders.*

The financial bid has to be provided based on the format provided in the RFP. MSC operating costs including running and maintenance of MSC with Boarding & Lodging and counselling support to be quoted as per month for 36 months. The unit price remains same during the three years' period. Every year price will increase by 5% or as per annual WPI index released by Ministry of Commerce & Industry, Government of India (whichever in lower).

Errors & Rectification: Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

Please note that failure or refusal on part of the selected vendor to accept the offer the services at the price committed shall result in forfeiture of the EMD. JSDMS reserves the right to reject any or all proposals. In case the applicant with highest combined score withdraws from the bid process, next best option shall be called upon for negotiations.

The responding agency has to submit the above information along with the details in the appropriate forms provided in Annexure 1 and in “Technical Evaluation Criteria” given above. Further the responding agency is required to provide the following: The Documents and Information with regard to the qualification criteria listed at clause 6.1.

1. Notice of Intent to submit proposal in response to RFP Notice as per Form 2 of Annexure.
  - i. Each page of each of the RFP response must be signed and stamped by the authorized signatory of the responding agency who has the Power of Attorney to commit the responding agency to contractual obligations.
  - ii. The responding agency shall furnish a statement as to the existence of, absence of, or potential for conflict of interest on the part of the responding agency and any sub-contractors due to prior, current, or proposed contracts, engagements, or affiliations. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the responding agency to complete the requirements as given in the RFP.
  - iii. The proposal will include a ‘Power of Attorney’ letter for “Authorized Signatory”

**3.** The proposal review committee may require verbal/written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Verbal clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.

## Annexure 1: Pre-qualification and Technical Bid Forms

### Form 1 – Covering Letter

(To be submitted on letter head of the responding agency)

Date:

To

The Mission Director,  
Jharkhand Skill Development Mission Society,  
Ranchi, Jharkhand

**Subject:** Submission of Proposal in response to RFP for Empanelment of Migration Service Centre Providers for JSDMS, DHTE & SD, Govt. of Jharkhand.

Dear Sir,

- i. Having examined the RFP, we, the undersigned, herewith submit our proposal to provide our professional services as required and outlined in this **RFP for Empanelment of Migration Service Centre Providers for JSDMS, Government of Jharkhand**. We undertake to meet such requirements and provide such services as required and are set out in the RFP document.
- ii. We have read the provisions of the RFP document and that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- iii. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the closing date fixed for submission of proposals as stipulated in the RFP document.
- iv. The Earnest Money Deposit of INR 1 lakh submitted by us in the form of a BG may be en-cashed if we do not submit the requisite Performance Bank Guarantee on our agency being selected for empanelment.
- v. We would like to declare that we have not been blacklisted by any Central / State Government (incl. its department/agency), are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

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

We understand you are not bound to shortlist / accept any proposal you receive.

Our correspondence details with regards to this proposal are:

Sr. No	Information	Details
1.	Name of responding agency:	
2.	Address of responding agency:	
3.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4.	Telephone no. of contact person:	
5.	Mobile no. of contact person:	
6.	E-mail address of contact person:	

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[COMPANY'S NAME]

Name

Title

Signature

Date

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## Form 2 – Details of Agency

Sl .No.	Particulars	Details to be furnished
1	<b>Details of responding agency</b>	
<b>Name</b>		
<b>Address</b>		
<b>Telephone</b>		<b>Fax</b>
<b>E-mail</b>	-	<b>Website</b>
2	<b>Information about responding agency</b>	
<b>Status of agency</b> ( <i>Public Ltd. / Pvt. Ltd / Partnership/ Society etc.</i> )		
<b>Details of Registration</b> ( <i>Ref e.g. ROC Ref #</i> )		Date
		Ref #
<b>Details of Service Tax Registration</b>		Date
		Ref #
<b>PAN Number</b>		

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### Form 3

#### Format – Financial Capability Statement

*(Duly signed by the Authorized Representative and certified by a Chartered Accountant)*

On the basis of audited financial statements, I/We hereby submit that \_\_\_\_\_ (Name of Bidder), having registered office at \_\_\_\_\_, has annual turnover from hotel/ hostel/ labour/ employment/ candidate related/ migration related services and net worth, in past three consecutive financial years (2015-16, 2016-17, 2017-18), as follows:

Sl. No	Financial Year	Annual Turnover (Rs. Lakhs)	Net Annual Profit / Loss (Rs. Lakhs)	Net worth (Rs. Lakhs)
1.	2015-16			
2.	2016-17			
3.	2017-18			
TOTAL				
AVERAGE				

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

**Note:**

1. Bidder is required to submit the audited financial statements for the past three years (2015-16, 2016-17 and 2017-18).
2. Bidders who have not been in existence for three financial years may provide details pertaining to the duration of their existence.
3. All supporting documents should be duly certified by a Chartered Accountant.

Form 4

Format – Information on Number of Hotel/ Hostels running

Record for last three Financial Years (2015-16, 2016-17, 2017-18)

Name of the Location	Name of the Hostel/ with address	Housing capacity	Inception From	No. of full time staff

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

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## Form 5

### Format of Bank Guarantee for Earnest Money Deposit

To,

Name

Designation

Address

Phone Nos.

E-mail id

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to JSDMS

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the JSDMS (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and

above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

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**Form 6**

**Format for Performance Bank Guarantee**

To,

-----,  
-----,  
-----.

In consideration of <name of the purchaser> having its registered office at <Address of the purchaser> (hereinafter referred to as "Purchaser") having agreed to purchase services for migration support centre project on outsourced model (hereinafter referred to as "Goods") from M/s -----

----- (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No----- dated ----- (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the migration support centre, as per the terms and conditions of the said contract, to be offered by the contractor and also guaranteeing the operation & maintenance, by the contractor, migration support centre solution as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto ----- any money or moneys not exceeding a total sum of Rs-----(Rupees-----only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser <by reason of failure to perform services as per the said contract, and also failure of the contractor to maintain the migration support centre as per the terms and conditions of the said contract.>

Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to operate and maintain migration support centre solution as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

2) This Guarantee shall expire on -----; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or

before the said date i.e. ----- (this date should be date of expiry of Guarantee).

3) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

4) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

5) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

6) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other Banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

7) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

8) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs----- (Rupees----- only);
- ii) This Bank Guarantee shall be valid upto -----; and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- (date of expiry of Guarantee).

9) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this ----- day of ----- 2018 at ----- For and on behalf of -  
-----  
Bank.

sd/-----

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## Form 7

### Format of Financial Proposal Covering Letter (Please don't fill & send the format, Format has to be filled in BoQ)

Location, \_\_\_\_\_ Date \_\_\_\_\_

To:

Name & Designation

Address

Phone Nos.

E-mail id

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal

The rate of per location per month is <<Amount in words and figures>>. This amount is exclusive of the taxes.

S. No	Location	Type Of Unit	Unit Rate (a)	No. of Unit (c)	Total Price (a*c)
1.	Tirupur	Boarding & Lodging/ day		1	
2	Bangalore	Boarding & Lodging/ day		1	
3	Neemrana	Boarding & Lodging/ day		1	
4	New Delhi	Boarding & Lodging/ day		1	
5	Hyderabad	Boarding & Lodging/ day		1	
6	Chennai	Boarding & Lodging/ day		1	
7	Kolkata	Boarding & Lodging/ day		1	

## PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
- We hereby confirm that our prices exclude all taxes.

### 1. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

### 2. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

### 3. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

### 4. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the \_\_\_\_\_ of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:

Address:

**Form 8**

**Format of Affidavit**

**AFFIDAVIT**

- 1) I, the undersigned, do hereby certify that all the statements made in the required attachment are true and correct and if found fake/forged, the undersigned will be liable for infliction upon the FIR and lawful punishment as well as black listing.
- 2) The undersigned also hereby certifies that neither our firm M/s ..... has been black listed nor has abandoned an work in any government department, India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
- 3) The undersigned hereby authorizes and request(s) and bank, person, firm or corporation for furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
- 4) The undersigned understand and agrees that further qualifying information may be required and agrees to furnish any such information at the request of the Department project implementing agency.

(Signed by an Authorized Signatory of the Firm)

Title of Officer

Name of Firm

Date

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Annexure 2 – MoU Draft

**CONTRACT FOR BIDDER**

**“Migration Support Centre for Jharkhand Skill Development Mission Society”**

**Contract No - JSMD/CONT/2018-19/**

Between

**MISSION DIRECTOR,**  
Jharkhand Skill Development Mission Society  
Shram Bhawan, Doranda, Ranchi - 834002

And

\_\_\_\_\_

**Dated:** \_\_\_\_\_

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This CONTRACT (hereinafter called the "Contract for Bidder") is made the **<date>**, **between, on the one hand, MISSION DIRECTOR**, Jharkhand Skill Development Mission Society, Department of Higher, Technical Education and Skill Development, Government of Jharkhand. (Hereinafter called the "Client") and, on the other hand, **<MSCP>** (hereinafter called the "Bidder").

#### WHEREAS

The Client has requested the Bidder to provide certain services as defined in this Contract (hereinafter called the "Services");

The Bidder, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract

- The Payment Terms
- Appendices:
  - Appendix A: Scope of Services as per the RFP
  - Appendix B: Approach, Methodology & Work Plan

The mutual rights and obligations of the Client and the Bidder shall be as set forth in the Contract, in particular:

The Bidder shall carry out the Services in accordance with the provisions of the Contract; and

The Client shall make payments to the Bidder in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **Jharkhand Skill Development Mission Society**

Mission Director,  
**Jharkhand Skill Development Mission Society,**

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

For and on behalf of **<MSCP>**

\_\_\_\_\_  
[Authorized Representative of the Bidder – name, title and signature]

## **The General Condition of Contract**

### **Introduction**

Jharkhand state in the last three years has set skilling of its youth at the forefront of its development activities. The Government of Jharkhand in its endeavor to promote employability and entrepreneurship of its youth has created and continues to establish world class skill infrastructure in the state. It is the state's endeavor to put Jharkhand as a Skill Hub of the country in the next five years.

To ensure that potential employers are able to employ trained and skilled manpower, the Government of Jharkhand under the Chairmanship of Hon'ble Chief Minister has constituted Jharkhand Skill Development Mission with the mandate: *"To catalyze skill development initiatives in Jharkhand that aim at empowering individuals by equipping them with industry-demanded skills leading to sustainable livelihood opportunities and economic growth of the state"*

Jharkhand Skill Development Mission Society (JSDMS) is the apex body responsible for all skill development activities within the state and acts as the guiding centre for all other departments. JSDMS is determined to establish a robust skill development ecosystem and is progressively working towards meeting State target of skilling 20 lakh people in five years by taking the mandate to train 12 Lakh youth through its programmes.

Keeping in view the various initiatives taken by the Department of Technical, Higher Education & Skill Development through JSDMS to promote employability and entrepreneurship of its youth, it has been decided to organize Skill Summit – 2018, Momentum Jharkhand at Ranchi on 12<sup>th</sup> January 2018 to promote Skill development activities in the state. Various other initiatives are also being undertaken and planned by the Department to improve employability of its youth and facilitate employment.

### **Conflict of Interest**

1. The Bidder and its affiliates shall not engage in activities that conflict with the interest of the JSDMS/Government of Jharkhand (GoJ) under the contract. It should be the requirement of the contract that the Bidders should provide professional, objective and impartial advice and at all times hold the JSDMS/GoJ interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
2. The Bidder has an obligation to disclose to JSDMS any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract.
3. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Bidder shall not be hired under the circumstances set forth below:

a. Conflicting activities	Conflict between activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing implementation services related to those goods, works or services.
b. Conflicting assignments	Conflict among assignments: Neither Bidders (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidders. As an example, Bidders hired to provide training for this project shall not be engaged to prepare an independent quality assessment for the same project or do the training.
c. Conflicting relationships	Relationship with client's staff: Bidders (including their personnel and sub-Bidders) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of the contract (i) preparation of the ToR of the contract (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing the reason to be recorded in JSDMS, For writing, the such would relationship not affect the aspects of fairness and transparency in the selection process and monitoring of Bidder's work

### Unfair Competitive Advantage

Fairness and transparency in the selection process require that the Bidders or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question.

### Corrupt and Fraudulent Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the assignment.
2. Without prejudice to the rights of the JSDMS, and the rights and remedies which the JSDMS may have under the LOA or the Agreement, if a Bidder, as the case may be, is found by the JSDMS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or "RFP" issued by the JSDMS during assignment period from the date such Bidder, as the case may be, is found by the JSDMS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them: "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the JSDMS who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA

or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the JSDMS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical/ adviser of the JSDMS in relation to any matter concerning the Project;

“fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

“coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

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

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

#### **Liquidity Damages**

1. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected Bidder shall arrange services within the specified period.
2. The selected Bidder shall request in writing to tendering JSDMS giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained.
3. JSDMS shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages.
4. If JSDMS agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of service.

5. It shall be at the discretion of the concerned JSDMS to accept or not to accept the supply of services rendered by the Bidder after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. JSDMS shall have right to cancel the contract with respect to undelivered service.
6. If JSDMS is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period.

Delivery period may be extended if the delay is on account of hindrances beyond the control of the Bidder.

Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

### **Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of the Jharkhand State/ the Country (India) and under the jurisdiction of Ranchi Court.

### **Force Majeure**

#### Definition:

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder

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

The Force Majeure would be applied to only those Districts which have been so stated by MISSION DIRECTOR, JSDMS in writing; is part of Government of Jharkhand directives and is agreed by Bidder. Payments of the non-impacted districts will be calculated and given as per the payment schedule and Bidder will not be penalized for the non-performance of the force majeure applied districts. Computing of annual and quarterly performance will also be adjusted on pro rata basis.

JSDMS will decide the eventuality of Force Majeure which will be binding on both the parties

No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Bidder shall not be liable for forfeiture of its PG or/ and BG, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.

Measures to be taken

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than two (02) weeks following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Payments

The Force Majeure is applied to only those Districts which have been so stated by MISSION DIRECTOR, JSDMS in writing; is part of Government of Jharkhand directives and is agreed by Bidder.

In the event of Force Majeure is applied to the whole state of Jharkhand, then JSDMS will continue to follow the payment schedule by giving concession to Bidder of non-submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.

Consultation

Not later than one month after the Bidder has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.



## **Termination Clauses**

### Termination for Default

JSDMS may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 02 months sent to the selected Bidder, terminate the contract in whole or in part (provided a cure period of not less than 02 months is given to the selected Bidder to rectify the breach):

If the selected Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JSDMS; or

If the selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

If the selected Bidder, in the judgment of the JSDMS, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

If the selected Bidder commits breach of any condition of the contract

If JSDMS terminates the contract in whole or in part, amount of PG shall be forfeited.

### Termination for Insolvency

JSDMS may at any time terminate the Contract by giving a written notice of at least 02 months to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to JSDMS.

### Termination for Convenience

JSDMS, by a written notice of at least 02 months sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for JSDMS convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

In such case, JSDMS will pay for all the pending invoices as well as the work done till that date by the Bidder.

Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts

invoiced but not yet paid) under this Agreement.

#### Termination by JSDMS

The JSDMS may, by not less than two month written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

The Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within two months of receipt of such notice of suspension or within such further period as the JSDMS may have subsequently granted in writing;

The Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

The Bidder fails to comply with any final decision reached as a result of arbitration proceedings.

The Bidder submits to the JSDMS a statement which has a material effect on the rights, obligations or interests of the JSDMS and which the Bidder knows to be false;

Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or

As the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than two months

#### Termination by Bidder

The Bidder may, by not less than two months written notice to the JSDMS, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

The JSDMS is in material breach of its obligations pursuant to this Agreement and has not remedied the same within two months (or such longer period as the Bidder may have subsequently agreed in writing) following the receipt by the JSDMS of the Bidder's notice specifying such breach; as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than two months; or

The JSDMS fails to comply with any final decision reached as a result of arbitration.

#### Payment upon Termination

Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by JSDMS to the Bidder within 30 days of the contract termination

### Suspension

The JSDMS may, by written notice of suspension to the Bidder, without any obligation (financial or otherwise) suspend all the payments to the Bidder hereunder if the Bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services.

### Cessation of rights and obligations

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration, the obligation of confidentiality set forth in RFP,

### **Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

### **Disputes Resolution**

#### Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to JSDMS, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

#### Arbitration

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by JSDMS and other appointed by Bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Ranchi and following are agreed.

The arbitration award shall be final and binding on the Parties, and the Parties agree to be

bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

### **Disqualification**

The bid is liable to be disqualified if:

During validity of the bid or its extended period, if any, the Bidder increases his quoted prices.

### **Intellectual Property Rights of the Project**

During the operational phase, the responsibility would lie with the Bidder. The Bidder shall transfer the Source Code (if any) at the time of completion of the assignment.

### **(b) The payments Terms**

The Total Contract Value will be to the Tune of **INR < \_\_\_ >** + GST. Payment will be processed as per the as given below:

- Occupant cost will be paid for per bed/ day on quarterly basis.
- Support cost will be paid quarterly.

## **Appendix A – Scope of Services (SoS) as per RFP**

### **1.1 Overview of the Scope of Work**

The primary objective of this RFP is the empanelment of Migration Support Centre Providers who will setup/ establish the MSCs as per the norms and guidelines of JSDMS and operate and maintain the same till the end of the contract period. The role of the MSCs, as detailed in this RFP is primarily for post-placement support services for JSDMS alumni and related monitoring feedback to State and its stakeholders. The MSCs may leverage the infrastructure under this program to additionally provide services to migrants from other programs; however, the primary clientele shall be from JSDMS and residential support shall have to be exclusive for JSDMS trainees/skilled youth only.

The role of MSCs under this RFP is that of a service provider.

#### **1.1.1 Physical Infrastructure**

The overall space for the MSC may be planned as minimum 5000 sq. ft. The major elements of the infrastructure (suggestive) are as follows. The MSCP could also plan to progressively enhance and upscale the facilities as well:

1. Dormitory facilities: a dorm for 150 occupants (separate for male & female) as transit accommodation with separate bedding and storage space for everyone, that can be used as the first destination for incoming migrant rural youth trained at JSDMS for an initial period of 30 days. Per occupant space provided would be 25 Sq. Ft. On every 100 Sq. Ft. there should be a fan and tube light. There should be provision of fresh air ventilation and light.
2. A common room with 48” LED TV – that can be used as a Conference Hall or Multi-purpose Hall when facilitating interactions with employers or other stakeholders.
3. Three rooms – one to serve as the Office and Reception space for workers; One as a Counselling room or interview room with adequate seating for 4 and a Guest room to be used by the Training Service Provider (TSP)/JSDMS Representative during night-halts on payable basis, or by the guests approved by JSDMS and subject to availability. Guest room should consist of two single bed with coir mattresses and attached toilet.
4. A Computer centre - should have 2 computers with its basic accessories such as a printer with scanner, UPS, a camera, a lamination machine and a broadband internet connection.
5. Housekeeping Staff (Min. 3 staff) for maintaining the MSC
6. Min. 20 KVA silent Generator set power supply backup.
7. Kitchen to supply three-time meal per candidate. Food Menu will be provided by JSDMS
8. 15 toilets cum bathrooms (separate for men and women) – Min. 30 Sq. Ft. each
9. The centre and rooms should be disabled friendly to the extent feasible
10. Safe drinking water facility – RO+UV

11. Dustbin with disposable bags in every room
12. 24X7 Security Guard
13. CCTV Camera

**Key considerations of MSC:**

1. Approachability & Accessibility – The MSC should be conveniently located where it is easy for workers to reach preferably close to public spot e.g. bus stand/ station/ market/ work site. The MSC closing/ opening times shall be as per the convenience of migrant population, matching Duty / Work time.
2. The basic services of MSC will be providing lodging & boarding and counselling services to migrants.
3. The JSDMS Call Centre will be having dedicated two agents for MSC specifically.

**1.1.2 Core Services**

The services to be provided by a MSC are divided into 'Core Services' and 'Value Added Services'. The indicative set of services are based on the key challenges faced by migrant workers as illustrated in **Section 3.2** of RFP and the experience of JSDMS alumni.

**1.1.2.1 PPS (Post Placement Support) Services**

The primary role that a MSC is expected to fulfill is to create a supporting infrastructure and environment for the migrant workers separate for male & female. The objective is to support and guide the migrant workers who are new to location, provide information, provide appropriate link-up services, provide various support services and track them to ensure outcomes. The MSC centre head should act as a friend, partner and guide to the migrants and support them in socio-economic integration.

PPS services shall include:

1. Housing services including dorms
2. City orientation and overview informative services
3. Financial services
4. Health support services

Help-line services

1. Provide on-site information services related to all aspects of services of the MSC as a post-placement support service (PPS)
2. Provide call-center based help-line number for PPS

The aforesaid services will be done by Centre Head and support team.

All of the above services will be chargeable to the JSDMS but needs to be pegged at a level taking into account the candidate entitlements as well as market pay. These services are elaborated in the following sections:

### **1.1.2.2 PPS Housing and Accommodation Services**

The MSC shall provide the following basic amenities and services:

1. Initial Accommodation & Food – Provide accommodation for a defined period (30 days) to support the migrant workers coming in for work along with food.
2. The MSC shall tie-up, where required, with housing / rental / other service providers to access suitable services.
3. The MSC shall also tie up with individuals to help JSDMS alumni access food services, as is required by them after initial accommodation.
4. The MSC shall keep records of all referrals for housing and accommodation services.

These services will be carried under Centre Head's supervision.

### **1.1.2.3 PPS Health Services**

1. Basic Health Services:

Basic preventive Health Workshops - MSCs shall organize preventive health workshops and health awareness events for various groups of migrant workers on the following topics, as an initial baseline service and weekly.

- i) Nutrition
- ii) Family planning and birth control
- iii) Cleanliness, hygiene and work safety
- iv) Prevention of HIV/AIDS; Information on confidential testing centres & helplines
- v) First aid methods
  1. Enrolment into Government based health insurance services, if not enrolled
  2. Doctor Visit Services - The MSC should engage the services of General Practitioners to provide pre-defined health camps at least once a week. This shall include:
    - i. A male/female General MBBS Physician Practitioner
    - ii. The physicians should be empowered to make Medical Certificates where necessary and prescribe medicines where and when needed.
    - iii. The MSC shall also engage with govt. / private health centres for additional services.
  3. Additional Health Camps Services shall include:
    - i. Basic health profiling and general diagnosis
    - ii. Specialized health camps focused on specific occupational diseases
    - iii. Health camps focused on women's health

iv. Immunization camps

MSC should converge with Government health interventions of the ULBs and other departments and endeavor to provide access to the same, including for medicines, RSBY or other health cards. Additionally, the MSCs may provide details of ESIC, facilitate access to ESIC or other employer services.

**1.1.2.4 PPS Financial Support Services**

Most JSDMS skilled youth are in the age group of 18-35 years, which is a time when a wide range of financial services are essential for securing their financial future. Several of them are even individuals who have just entered the labor market and are the primary bread earners for their family. Financial services for this group shall therefore be able to address a broad spectrum of needs. Key financial services should include:

1. Financial Literacy Services - The objective of the meeting is not only to disseminate information on the service, but more importantly to ensure that the participants understand the need for such a service for the economic wellbeing of their household. Such meetings shall cover a wide range of topics including:

Enrolment into various insurance programs and services provided by the Government. The services will not be limited to enrolment but will also cover guidance on access and usage.

This shall be paid services and prices will be established during contracting.

1. Pradhan Mantri Jan Dhan Yojana
2. Atal Pension Yojana
3. Awas Yojana
4. Jeevan Jyoti Bima Yojana
5. Suraksha Bima Yojana
6. MUDRA Bank Yojana
7. Garib Kalyan Yojana
8. Sukanya Samriddhi Yojana
9. Rashtriya Swasthya Bima Yojana
10. State run schemes
11. Scholarship schemes
12. EPF enrolments
13. Transfer of ration cards/ PDS linked scheme benefits

The MSC provider is required to keep track of all such schemes, ensure enrolment and record the same for MIS report.



1. Calculation of piecemeal work payments, treatment of loans & advances, overtime
2. Understanding basics of salary components – i.e. Basic, HRA, DA, EPF etc. (applicable for alumni in salaried formal sector jobs) Goal setting, financial planning, income-expense budgeting
3. Managing Cash flows i.e. managing cash coming in and going out to ensure that one always has money to pay for expenses when they are due.
4. Managing various risks such as death, disability, illness and old age
5. Product knowledge i.e. functions, terms and conditions of various financial products such as credit, insurance, pension etc.
6. Information on investment opportunities with their associated risks
7. Basic banking how-to's – deposit and withdrawal slips, passbook, cheque books, use of ATMs, identifying fake notes
8. Investment products provided by the banks or large fund companies
9. The MSCPs may also enrol as banking correspondent and provide credit linkage and linkages to banks/ institutions providing credit to entrepreneurs/ innovator from poor background

MSCP will organize these sessions under the supervision of a CA.

#### **1.1.2.5 PPS Identity Services**

The MSC may provide the following services with respect to identity services, if applicable. JSDMS alumni are expected to have Aadhar ID cards.

1. Registration service & Photo ID services – Provide registration of migrant workers, registering their details in the system and generating a photo ID signed by appropriate authority. Use of this ID as a KYC document has also been recommended by the ex-Deputy Governor, Reserve Bank of India.
2. Aadhar Card – The MSC shall ensure that each person is registered with the Aadhar and has an Aadhar card. The MSC shall provide support in Aadhar enrolment, provide access to 'Introducer' as approved by registrar and identify and schedule with the enrolment centre. Biometric attendance will be aligned with Aadhar card only.
3. Enable Stakeholder support - The registration and Photo ID service requires the support of local Government officers like the District Labour Officer (DLO), Block Development Officer (BDO), SDM etc. in order to authenticate the ID card. The MSC, along with SSM, shall co-opt the support of relevant authorities to support identity generation and validation.

These services will be carried under Centre Head's supervision.

### 1.1.2.6 PPS MIS Services

Maintenance of a MIS system with JSDMS intervention for monitoring and recording of activities performed by an MSC is critical for providing support and follow-up to the migrants, recording their details and also to provide regular reports to the JSDMS. This MIS should be developed in sync of HUNAR portal of JSDMS.

The MSCs must:

1. Establish and sustain suitable MIS, and ensure that information is shared with all relevant stakeholders of the MSCs
2. The MSCP shall maintain case file document on each migrant attached to the centre.
3. The prospective bidder may refer to the Migration Support Centre – Reference Framework document for additional MIS requirements, reporting requirements and informational requirements.

These services will be carried under Centre Head's supervision.

### 1.1.3 Value added services of MSC

In addition to the core services, the MSC should provide the following value added services. A summary list of value added services to be provided is given below:

1. **Counselling needs assessment & Work Counselling** – Provide preventive counselling services to reduce drop-out rates. This will be performed by Counsellor.
2. **Work health Assessment** - This assessment should be about the ability of the individual to accept work goals or targets, translate newly acquired skills into productive assets and build a sync between the organization's and personal financial and life goals. This will be performed by General MBBS Physician Practitioner.
3. **Follow-up intervention visits** – The MSC shall do follow-up interventions on the counselling done to ensure the issues are resolved. These visits will be performed by Centre Head and his subordinates.
4. **Access to Placement Services (Urban labour markets)** - building linkages with the local industrial, Small and Medium Entrepreneurial landscape of the urban environment and identify placement opportunities for several trades of JSDMS's trainees and other migrant workers. This will be performed by Centre Head.
5. **Access to further education opportunities** – Provide information, direction and enablement for upskilling and education opportunities. This will be performed by Counsellor and invited educationists time to time.
6. **Legislative Advisory Services** - Provide information on employee rights, important legislations and laws and connect with legal help if necessary. This will be performed by an advocate under the supervision of Centre Head.

## 1.2 Overview of the Scope of Work

Sl. No.	Stakeholder	Roles & Responsibilities
1	MSCP	<ul style="list-style-type: none"> <li>a. Establish and operate the MSC as per the defined scope of the JSDMS and as per this RFP in alignment with the MSC Reference Framework document.</li> <li>b. Run the MSCs, providing defined services as per the service charges</li> <li>c. Record, maintain and provide complete MIS reporting data to stakeholders</li> </ul>
2.	JSDMS	<ul style="list-style-type: none"> <li>a. Preparation of Framework for the establishment and operations of the Migration Support Centres – reference Migration Support Centre – Framework.</li> <li>b. Approve support cost for MSC at a <b>maximum amount</b> of Rs.5 lakhs per year based on the performance against core services &amp; value added services.</li> <li>c. Ensure a clear organization structure and consistency of leadership to ensure MSC is instituted and relevant over a sustained period of time.</li> <li>d. Perform monitoring and evaluation and assessment of MSCs</li> <li>e. Provide timely and regular MIS inputs in terms of findings of Post-Placement Tracking.</li> <li>f. Information requests and planned interventions with necessary research instruments for qualitative studies in terms of quality of life, quality of work-life, reasons for drop-outs etc. of migrant rural youth trained by the JSDMS. The MSC will serve as the venue for the interaction/ intervention and facilitate access to candidates for interviews/ discussions. The MSC will not engage in any post-placement tracking to complement or supplement PPT performed normally.</li> </ul>
3.	Migrant youth	<ul style="list-style-type: none"> <li>a. Constitute the primary population and beneficiary of the services of the MSC</li> <li>b. Migrant youth should be trained under JSDMS skilling program.</li> <li>c. He/ she will adhere to all the discipline and rules of MSC.</li> </ul>
5.	TSPs	<ul style="list-style-type: none"> <li>a. Actively engage with the MSCs and candidates to provide information and contact details of the MSCs/ JSDMS to the candidates. Engage with MSCs to provide information directly.</li> <li>b. Be the source of the trained JSDMS alumni/ rural youth and provide relevant data and MIS regarding the migrant rural youth aimed at the respective destination, thereby empowering the MSC with its initial population</li> <li>c. Provide Post-Placement Tracking derived information inputs that call for subsequent actions like qualitative research on the work and quality of life of alumni, engagement with</li> </ul>

		<p>employers on specific causes like the issuance of salary slips or Joint Salary Certificate, dispute resolutions between alumni and employers etc.</p> <p>d. Provide regular and timely information on significant issues like loss of track or contact, loss of job etc.</p> <p>e. Support MSCs in all activities as mandated by the JSDMS</p>
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### 1.3 Period of Empanelment

The MSCP shall be empaneled for a period of three (3) years from the date of signing of the agreement which may be further extended for a period of 2 years and based on the performance of the MSCP. JSDMS shall have the right to perform audits, random checks and perform other due diligence to evaluate the performance of the MSCP.

### 1.4 Funding Support to MSCs

JSDMS shall make monthly payments towards Boarding & Lodging services and support towards core and value added services to the tune of 6 lakh INR on quarterly basis. Details are under section 4.7 of RFP.

### 1.5 Resource Requirements

A fully functional MSC may be manned by a team of seven (7) persons for the initial Core services. The team may be divided into administrative and functional teams. The full-time Administrative team shall include a 'Center coordinator', 'Community mobilizers or counselors', 'MIS, Accounts and administrative assistant', 'Office assistant' and housekeeping persons (3 nos.).

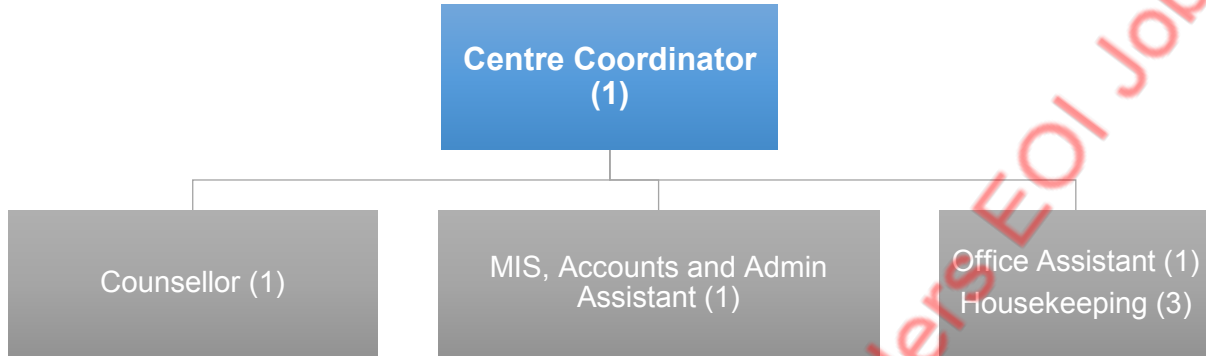
This team will need to be supported by a part-time data entry operator. The functional team should comprise of part-time consultants and external resources who are specialists, engaged to offer specific services to the candidates and other stakeholders of the MSC, for instance a General Practitioner Doctor, legal support and Research Specialists. The coordination of the functional team is to be performed by the administrative team. The specialist services may be available on – call basis. The team should definitely provide for social workers' / gender specialists who are women.

The Centre coordinator/ Warden would be in-charge of the coordination of all activities as well as reporting of work. He/ She will be assisted by an associate coordinator, who would look after immediate supervision of field activities, the MIS and documentation at the center.

For a fully mature Center which is seeking to reach out to new geographies, sub-centers can be added as its extended arms to facilitate greater outreach. A sub-center may be manned by two community counsellors, to be supervised by an associate and center coordinator of the main center. This concept will be applicable once after successful launch of MSC.

For the overall strategic guidance to the project the center team would require inputs from the head and senior management of the implementing organization. The costing of the project should include provision for time of the Executive Director/ Chairman/ Secretary of the respective organizations.

### 1.5.1 Team Structure



### 1.5.2 Qualification of key resources

The tasks assigned for various positions are as follows:

The following table presents the key roles and responsibilities of the various positions highlighted in the Team Structure, including the qualification criteria for each position holders.

Designation	Key Roles & Responsibilities	Qualification
Centre Coordinator	<ul style="list-style-type: none"> <li>• Management, coordination, and operationalization of the Centre's activities</li> <li>• Formulation of plans and targets for the team and their supervision</li> <li>• Liaison with local stakeholders in the Government, local authority, employers, banks, hospitals, etc.</li> <li>• Liaison with external support agencies, other partners and other centres</li> <li>• Periodic (monthly, half-yearly, annually) reporting of Centre's activities to JSDMS</li> <li>• Undertaking household listing exercise and surveys, research studies, impact assessment, and report writing</li> <li>• Organizing monthly team meetings and regular reflection workshops</li> <li>• Organizing capacity building activities for different team members, as well as beneficiaries</li> <li>• Engage with external resources and vendors to deliver key services</li> </ul>	<p><b>Educational Qualifications:</b> <del>Post-Graduate—desirable</del>; At least a graduate in Sociology, Social Work, Management, other relevant fields, with 5-8 Years of relevant work experience</p> <p><b>Technical Skills/Aptitude:</b> Adept at using MS Office , team management, planning, reporting, advocacy and liaison skills and familiarity</p>

	<ul style="list-style-type: none"> <li>• Build revenue for the MSC through provision of services to candidates and rental of space to service providers facilitating the Core operations of the MSC</li> </ul>	with research, two-wheeler driving
Community Counsellors	<ul style="list-style-type: none"> <li>• Outreach, establishing contacts and rapport building with migrant workers and their families</li> <li>• Organizing labour meetings and workshops</li> <li>• Awareness building on issues of migration and services at the community level</li> <li>• Undertaking registration and issue of ID cards, providing legal assistance, legal literacy meetings, financial literacy meetings, post-training follow-ups of trainees, linkages with social security and all other Centre's services</li> <li>• Interaction with important stakeholders – bank officials, contractors, employers, hospital officials, government officials etc.</li> <li>• Survey and data collection related to profiling of workers and documentation of Centre's effectiveness and impact of services</li> <li>• Work counselling of candidates</li> </ul>	<p><b>Educational Qualifications:</b> Graduate with at least 2 years' relevant experience</p> <p><b>Technical Skills/ Aptitude:</b> Community mobilization and rapport building, able to work in a team, two-wheeler driving</p>
MIS, Accounts and Admin Assistant	<ul style="list-style-type: none"> <li>• Management of all service related documentation at the centre level</li> <li>• Management of programme MIS and its sharing with senior management/external support agency</li> <li>• Administrative and logistical support to MSC program team</li> <li>• Reception of workers walking into the centre and maintaining required records</li> <li>• Book-keeping of all transactions and settlement of accounts at the centre level</li> <li>• Ensuring necessary documentation, fulfilling of IT statutory requirements and providing Audit support</li> <li>• Assistance in undertaking activities related to Centre's administration</li> </ul>	<p><b>Educational Qualifications:</b> Graduate (B.Com preferable), with at least 2 years' relevant work experience</p> <p><b>Technical Skills:</b> Conversant with MS Office, Accounts management and Office Administration</p>
Office Assistant	<ul style="list-style-type: none"> <li>• Management of office – its furniture and assets and daily cleanliness</li> <li>• Receiving workers and other guests visiting the centre</li> <li>• Providing requisite hospitality support – cooking, preparation of tea, serving water, etc.</li> </ul>	<p><b>Educational Qualifications:</b> 8th pass</p> <p>Able to read and write well, manage basic communication</p>

### **1.6 Project Location**

Given below is the list of preferred destinations to setup MSCs basis current migration trends. Further new locations will be added as per demand and empaneled agency(s) will be given the first right to choose.

Tirupur (Tamilnadu), Bangalore (Karnataka), Neemrana (Rajasthan), New Delhi, Hyderabad (Telangana), Chennai (Tamilnadu) & Kolkata (WB)

Interested parties need to bid for few or all locations. The MSC will be opened and operated in phases in the different employment hubs, as stated above.

### **1.7 Payment Terms**

The MSC shall be paid on a monthly basis based on AADHAR based biometric attendance by the State as per the agreed upon contract. There will an annual hike of 5% or based upon Annual WPI index released by Ministry of Commerce & Industry, Government of India (whichever is lower) on price quote per bed/day.

Minimum commitment numbers from JSDMS's side will be 60% of the total occupancy to a maximum capping of 90 occupants per month for a period of initial 6 months. The minimum commitments thereof shall be agreed upon basis performance and mutual discussions.

### **1.8 Penalty Clause**

During any month if the average feedback score against Basic Services (Lodging, Boarding & Counselling) remains under 3 then a penalty of 5% for that month's payout will be levied and a period of 30 days shall be provided to make corrective measures as suggested by JSDMS. If the cumulative feedback is less than 2, immediate termination of contact shall be initiated basis JSDMS review of operations.

### **1.9 Termination**

Both the parties shall be entitled to terminate the agreement at any time by giving sixty (60) days prior written notice.

**Appendix B – Approach, Methodology, Work Plan & Deliverables**

Read SKILL REPORTER for RFP Tenders EOI Jobs News



**Annexure 3 – Feedback Form**

**Feedback Form (Draft)**

Parameters	5	4	3	2	1
<b>Basic Services (A)</b>					
<b>1. Lodging &amp; Boarding</b>					
1.1 Dormitory Facilities					
1.2 Behaviour of Staff					
1.3 Power Backup					
1.4 Toilets Cleanliness					
1.5 Security					
<b>2. Food</b>					
2.1 Menu of diet					
2.2 Quality of Food					
2.3 Hygiene at Kitchen					
2.4 Food Quantity					
<b>Core Services (B)</b>					
1. Post Placement Services including follow-up intervention visit					
2. Help in searching Housing & Accommodation Services (To-let Services)					
3. Health Checkup Camps (Hospitalization, if required)					
4. Financial Counselling/ Literacy Sessions					
5. Identity Services					
<b>Value Added Services (C)</b>					
1. Counselling of candidates					
2. Providing other job opportunities, if required					
3. Providing special counselling to candidates, who want to study further					
4. Legal Services on requirement					

**Score Marking** – 5 – Excellent 4 – Very Good 3 – Good 2 – Average 1 – Below Average

Final Score will be an average of A, B & C.