

Punjab Skill Development Mission (PSDM)

Invites

Request for Proposal (RFP)

for

Selection of Private Training Partners for Setting up, Operations and Maintenance of Multi Skill Development Centre (MSDC) with Placement Facility at Amritsar and Hoshiarpur under PPP format

(December, 2020)

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

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Section 1 - Instruction to Bidders

Table of Contents

Disclaimer.....	6
1 Invitation for Proposal.....	8
1.1 Introduction.....	8
1.2 Schedule of the Bidding Process.....	9
2 Project.....	10
2.1 Background.....	10
2.2 Multi Skill Development Centre at Amritsar and Hoshiarpur	10
2.3 Project Location for the Hub.....	11
2.4 Project Brief-Amritsar.....	11
2.5 Project Brief-Hoshiarpur.....	12
2.6 Other Details for the Project.....	13
2.7 Commercial Consideration(s).....	14
2.8 Revenue Streams from the operation of MSDC.....	14
3 Details of the Proposal.....	14
3.1 Evaluation Process.....	14
3.2 Technical Proposal Evaluation of Bidders.....	15
3.3 Proposal submission.....	16
3.4 Proposal submitted by the Bidder.....	16
3.5 Submission of Foreign Documents as part of Bid/Proposal.....	17
3.6 Fees to be paid by the bidder.....	17
3.7 Using Net Worth and/or Technical Support/Expertise of Holding/Parent Company.....	18
3.8 One Bid per Bidder.....	19
3.9 Proposal Preparation and Cost.....	19
3.10 Due Diligence, Inspection and Investigation.....	19
3.11 Validity of Proposal.....	19
3.12 Right to Reject Proposals.....	20
3.13 Misrepresentation / Fraud / Breach of Terms and Conditions.....	20
3.14 General Terms of Bidding.....	20
4 Bid Submission Procedure and Schedule.....	21
4.1 Pre-Bid Meeting.....	21
4.2 Amendment of RFP Document.....	21
4.3 Preparation and Submission of Proposal.....	21

4.4	Language and Currency.....	22
4.5	Bidder’s Responsibility.....	22
4.6	Sealing and Marking of Proposals.....	23
4.7	Opening of Proposals.....	23
4.8	Evaluation of Proposals.....	24
4.9	Confidentiality.....	24
4.10	Execution of Concession Agreement.....	24
5	Prescribed Formats.....	25
5.1	Letter of Application & Interest.....	25
5.2	General Information of the Bidder.....	27
5.3	Format for Power of Attorney for Signing of Application.....	28
5.4	Format for Bid Security (Bank Guarantee).....	29
5.5	Format of Parent / Holding Company Deed of Guarantee.....	31
5.6	Technical Experience.....	34
5.7	Format for Financial Proposal.....	35

Disclaimer

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

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

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

PSDM may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information/clauses/articles in this RFP document. The information that PSDM is in a position to furnish is limited to this RFP and the information available at the contact addresses given in para 1.1.8 and 1.1.9, along with any amendments/clarifications thereon. This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with RFP the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid/Proposal does not ensure selection of the bidder as Concessionaire.

Selection of Private Training Partners for Setting up, Operations and Maintenance of Multi Skill Development Centre (MSDC) with Placement Facility at Amritsar and Hoshiarpur under PPP format

SN	Parameters	Details
1.	Project Title	Selection of Private Training Partner for Setting up, Operation and Maintenance of Multi Skill Development Centre(MSDC) with placement facility at Amritsar and Hoshiarpur, Punjab on PPP format.
2.	Concessioneing Authority	Punjab Skill Development Mission (" PSDM ")
3.	Proposed Project Detail (Interested bidder can bid for either of the site or for both. Bidder interested for both the sites has to submit separate proposal for each of the site)	Setup, Operate and Maintain the Multi Skill Development Centre (MSDC) with placement facility at Amritsar. The Project shall have the central location/ Hub for the Multi Skill development Centre located at ITT Amritsar. Setup, Operate and Maintain the Multi Skill Development Centre (MSDC) with placement facility at Hoshiarpur. The Project shall have the central location/ Hub for the Multi Skill development Centre located at ITI Hoshiarpur.
4.	Concession Period (For each of the site)	05 years
5.	Bid Parameter (For each of the site)	Revenue Share from the training of non sponsored candidates quoted by the Successful Bidder
6.	Financial Covenants (For each of the site)	Bid Security: Rs 10,00,000 (Rupees Ten Lakh only) (Refer Clause 3.6.1 for details) Performance Security: Rs 50,00,000 (Rupees Fifty Lakh Only) (Refer Clause 3.6.2 and Article 8 of the Draft Concession Agreement for details)

1 Invitation for Proposal

1.1 Introduction

- 1.1.1 Punjab Skill Development Mission (“PSDM” or the “Authority”) have setup Multi Skill Development Centres (MSDC) with placement facility at Amritsar and Hoshiarpur (the “Project”) through Public Private Partnership (PPP) format.
- 1.1.2 This Request for Proposal (RFP) is for the selection of Private Training Partner for the set up, operation and maintenance of the Project through Public Private Partnership (PPP) mode for a Concession Period of 05 (five) years.
- 1.1.3 An Agreement will be drawn up amongst the “Authority” and the Selected Bidder/ Concessionaire on PPP basis (the “Concession Agreement”).
- 1.1.4 This RFP is open to the National Skill Development Corporation (NSDC) partners and shortlisted Private Training Partners affiliated with PSDM through an Expression of Interest (EOI) process.
- 1.1.5 For each of the site i.e. Amritsar and Hoshiarpur, the Authority has adopted single stage two-step process (referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. All Bidders shall submit their Technical Proposal and Financial Proposal against this RFP. The first step of the process involves qualification of the interested parties on the basis of the Technical Proposal submitted by the Bidders in accordance with the provisions of RFP. On the basis of Technical Evaluation, the Authority shall shortlist technically qualified Bidders. In the second step of the process, Financial Proposal of only shortlisted Bidders shall be opened and evaluated.
- 1.1.6 The RFP contains information about the Project, Bid Evaluation Process, Proposal Submission details and qualification requirements. All proposals would be evaluated in terms of Technical and Financial capability of the Bidder. No Consortium/Joint ventures are allowed to bid for the project.
- 1.1.7 The RFP is released to the shortlisted bidders by PSDM. All applicants are requested to submit a non refundable Tender cost of Rs. 5000 (Rupees Five Thousand only) which is to be paid through online mode on E-Proc Portal (<https://epoc.punjab.gov.in>) through (NEFT/RTGS, OTC, NET-BANKING, IPG). Other mode of payment will not be considered.
- 1.1.8 The Proposals (i.e. consisting of both Technical Proposal and Financial Proposal) must be received no later than **15:00 hrs** on **28-12-2020** in the manner specified in the RFP document .
- 1.1.8 The Authority shall not be responsible for any delay in receiving of the Proposals and reserves the right to reject/accept any or all Proposals without assigning any reason thereof.
- 1.1.9 Any queries or request for additional information concerning this RFP shall be submitted in e-mail at the following e- mail : saurabhkapila.psdm@gmail.com.

1.2 Schedule of the Bidding Process

1.2.1 The Authority shall adhere to the following schedule for each of the site:-

1	Sale of Bid Documents	03-12-2020
2	Last date for receiving queries	10-12-2020
3	Response to queries latest by	17-12-2020
4	Bid Due Date	28-12-2020 up to 3:00 PM
5	Validity of Bids	180 days of Bid Due Date
6	Opening of Technical Proposal	30-12-2020 at 11:00 AM
7	Technical Presentation	To be informed
8	Opening of Financial Proposals	To be informed to Shortlisted Bidders
9	Notice of Award (NoA)	Within 30 days of Bid Due Date
10	Acceptance of NoA	Within 10 days of Award
11	Submission of Performance Security to PSDM	Within 30 days of acceptance of NoA
12	Signing of Concession Agreement	Within 60 days of acceptance of NoA

2 Project

2.1 Background

- 2.1.1 National Policy for Skill Development and Entrepreneurship Policy 2015 envisions “ To create an ecosystem of empowerment by Skilling on a large Scale at Speed with high Standards and to promote a culture of innovation based entrepreneurship which can generate wealth and employment so as to ensure Sustainable livelihoods for all citizens in the country”. In line with the National Policy for Skill Development and Entrepreneurship Policy, the Government of Punjab has set up the Punjab Skill Development Mission (PSDM) to address the skill gap existing in the state and skill the youth for Employability and Entrepreneurship.
- 2.1.2 The Government of Punjab has developed Multi Skill Development Centre (MSDCs) across the state of Punjab. Following are the key objectives for the development of MSDCs:-
- 1 To fully align the skill training with the needs of the Industry
 - 2 To cater to the needs of local, state, national and international job market
 - 3 To encourage entrepreneurship and employability among the students
 - 4 To provide a variety of arrangements for training in partnership with local industry to meet their needs
 - 5 To provide for skilling of existing workforce, up-skilling, re-skilling, recognition of prior learning and other such needs
 - 6 To provide a highly professional, dynamic and empowered management to operate and manage the centre
 - 7 To provide for effective implementation of various skill development initiatives under Ministries of Government of India and State Government
- 2.1.3 The Project as detailed out in the Schedule II & III and other parts of the Concession Agreement will be given to the Private Training Partner to setup, operate and maintain on PPP basis for a Concession Period of 05(five) years.

2.2 Multi Skill Development Centre at Amritsar and Hoshiarpur

- 2.2.1 The MSDC at Amritsar and Hoshiarpur has been developed with the main centre at district level ITI which will serve as a hub (hereinafter called "Hub").
- 2.2.2 The land & building for the Hub has been provided by the Government / PSDM while the Private Training Partner / Selected Bidder shall be responsible for setting up and managing the operations.
- 2.2.3 The Private Training Partner shall develop the entire expertise of student mobilization, pedagogy, placement mechanism, etc at the Hub.

2.3 Project Location for the Hub

2.3.1 MSDC Amritsar

The location for the MSDC Amritsar is within the Punjab Institute of Textile Technology (PITT), Amritsar.

2.3.2 MSDC Hoshiarpur

The location for the MSDC Hoshiarpur is within the Government Industrial Training Institute (ITI) at Hoshairpur.

2.4 Project Brief - Amritsar

2.4.1 The separate building for the MSDC Hub at Amritsar is constructed by the government on the vacant land available within Punjab Institute of Textile Technology (PITT), Amritsar. The centre has a carpet area of 17,400 sq ft.

2.4.2 In addition, dedicated separate hostels for boys and girls with capacity 200 and 100 respectively have been built at the MSDC Hub.

2.4.3 The configuration, list of selected sectors & courses for the proposed centres have been developed based on the skill gap study for Amritsar and the inputs from PSDM, Industry Representatives and NSDC. The selected sectors in which training is to be provided at MSDC in Amritsar are:

S.No	Sectors
1	Food Processing
2	Retail
3	Electronics
4	Capital Goods
5	Textile
6	Logistics

- The sectors can be added as per the district/market requirement.

2.4.4 As per the indicative calculations given in Schedule IV, it is expected that the MSDC Hub would have a training capacity of 800 trainees per year based on the mix of courses offered (SSC courses).

2.4.5 The MSDC will follow the relevant course structure as defined by the relevant guidelines for NOS courses, as identified by Sector Skill Council, MES courses. The final courses, duration, batches and other details for identified courses would be finalized by the Private Partner in the Execution Plan after incorporation inputs from the various stakeholders. However, it is envisioned that the training capacity for the Service Sector courses would not exceed 50% of the training capacity for the Engineering Sector courses.

2.4.6 In addition to the list of defined courses and capacities, the Private Training Partner may propose to run additional courses in other sectors, courses targeted for international certification, entrepreneurship targeted courses, Industry specific courses based on collaborations, etc.

2.5 Project Brief - Hoshiarpur

- 2.5.1 The separate building for the MSDC Hub at Hoshiarpur has been constructed by the government within the campus of ITI, Hoshiarpur. The centre has a carpet area of 18,230 sq ft.
- 2.5.2 In addition, dedicated separate hostels for boys and girls with capacity 200 and 100 respectively have been built at the MSDC Hub.
- 2.5.3 The configuration, list of selected sectors & courses for the proposed centres have been developed based on the skill gap study for Hoshiarpur and the inputs from PSDM, Industry Representatives and NSDC. The selected sectors in which training is to be provided at MSDC in Hoshiarpur are:

S.No	Sectors
1	Food Processing
2	Retail
3	Electronics
4	Capital Goods
5	Textile
6	Logistics
7	Construction
8	BFSI

- The sectors can be added as per the district/market requirement.

- 2.5.4 As per the indicative calculations given in Schedule IV, it is expected that the MSDC Hub would have a training capacity of 800 trainees per year based on the mix of courses offered (SSC courses).
- 2.5.5 The MSDC will follow the relevant course structure as defined by the relevant guidelines for NOS courses, as identified by Sector Skill Council, MES courses. The final courses, duration, batches and other details for identified courses would be finalized by the Private Partner in the Execution Plan after incorporation inputs from the various stakeholders. However, it is envisioned that the training capacity for the Service Sector courses would not exceed 50% of the training capacity for the Engineering Sector courses.
- 2.5.6 In addition to the list of defined courses and capacities, the Private Training Partner may propose to run additional courses in other sectors, courses targeted for international certification, entrepreneurship targeted courses, Industry specific courses based on collaborations, etc.

2.6 Other Details for the Project

- 2.6.1 The Concession Period shall be of 05 (five) years.
- 2.6.2 The Private Training Partner/ NGO shall be responsible for setting up, operations and management of the proposed centre at Amritsar. It will provide fit-outs including equipments, training facilities etc.
- 2.6.3 The Selected Bidder / Concessionaire shall provide all the capital investment required for making the MSDC operational.
- 2.6.4 In addition to this, marketing of courses in and around the catchment area to increase the enrolment of the students at the centre, course curriculum, certification of courses, providing training to the students and trainers in the specified courses and ensuring minimum 70% placement for the interested students enrolled at the Project shall also be the responsibility of the Private Training Partner/ Selected Bidder / Concessionaire.
- 2.6.5 The Private Training Partner would be responsible for all operational aspects of the Centre including security, salaries, administration, etc. and shall adhere to best industry practices for the smooth functioning of the Centre.
- 2.6.6 The Authority shall formulate a MSDC State Committee and MSDC Local Management Committee for continuous monitoring of the project. (Refer to Article 12 for further details). The Selected Bidder / Concessionaire shall provide monthly, quarterly and annual reports to the Authority on major parameters such as Admissions, Attendance, Placements, Trainers and General Maintenance/Cleanliness.
- 2.6.7 The Selected Bidder / Concessionaire / Private Training Partner shall train minimum **500** students per annum once the operations commences at the MSDC Hub building. The failure to achieve the training and placement targets shall result in penalty for the Selected Bidder / Concessionaire / Private Training Partner in accordance to Article 19 of the Concession Agreement.
- 2.6.8 In Lieu of the rights granted during Concession Period, the Selected Bidder / Concessionaire shall make payment in the form of Revenue Share of the Project Revenues from training of Non Sponsored candidates to the Authority as per the Concession Agreement.
- 2.6.9 At the end of the Concession Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Concession Agreement shall cease to have effect and the entire Project including all the immovable assets, whether provided by the Authority or brought in by the Concessionaire during the subsistence of the Concession Agreement), in good condition after clearing all the electricity/ water dues, thereof shall be transferred back to the Authority, as per the provisions of the Draft Concession Agreement (Section II of the RFP document). The Concessionaire shall be free to remove all the movable assets from the MSDC upon the expiry or prior termination of the Concession Agreement.

2.7 Commercial Consideration(s)

The Selected Bidder / Concessionaire shall pay **Revenue Share** of the Project Revenues from the training of **candidates** to the Authority as quoted in the Financial Proposal. The first Revenue Share shall be due and payable by the Selected Bidder/ Concessionaire at the end of the first quarter from the Notice to commence and accordingly end of the year thereafter, till the end of the concession period. The Revenue Share for the Authority shall be transferred through the **Escrow Account** to be created for the Project. **The minimum acceptable revenue share will be 5%.**

2.8 Revenue Streams from the operation of MSDC

2.8.1 Income from Non-Sponsored Candidates

The Concessionaire / Selected Bidder would be able to determine fees for Non Sponsored Candidates as per applicable market norms and the fee would be reviewed and approved by State Committee which will be binding on the Concessionaire / Selected Bidder.

2.8.2 Income from Government Sponsored Candidates

The Concessionaire / Selected Bidder would be able to charge only the fees approved as per the relevant government scheme for the Sponsored Candidates. The Sponsored Candidates shall be given priority over other students for admission at the Project.

2.8.3 Income from Industry Sponsored Candidates

The Concessionaire / Selected Bidder may determine and charge fees for specific industry sponsored courses that may be run at the Centre. However, the proposal for running such courses would have to be approved by the by MSDC State Committee.

2.8.4 Other Revenues Sources

The private partner may submit any other proposals for generating other revenues sources from the Project such as running a Testing Centre, Consulting Centre, Industry tie-ups, etc subject to the same being approved by the MSDC Local Management Committee and the MSDC State Committee. The Concessionaire shall also be free to provide discounts/ schemes and other incentives to attract more Skill Upgraded Trainees.

3 Details of the Proposal

3.1 Evaluation Process

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

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

The entire Bidding Process has been explained elaborately in Clause 4 of this RFP Document (Section I).

The Selected Bidder shall be issued Notice of Award (NoA). After issuance of the NoA in writing and acceptance of the same by the Selected Bidder within 10 (ten) days, the Selected Bidder shall enter into a Concession Agreement (draft enclosed as Section II to the RFP document) with the Authority within 60 (sixty) days of conveying his acceptance of the NoA or the date as mutually agreed between the Parties to the Agreement.

After acknowledgement of the NoA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to submit the Performance Security of INR 50 (fifty) Lakhs within 45 days from award of NoA and thereby.

3.2 Technical Proposal Evaluation of Bidders

3.2.1 For each of the district, the Bidder can apply only as an Individual Bidder. No Consortium shall be eligible to bid for the Project.

3.2.2 Only those bidders who meet the “Minimum Eligibility Criteria” as mentioned below and scoring more than 70 marks in the Technical Evaluation will be “Technically Qualified” for the Project.

Minimum Eligibility Criteria (for Private Training Partners)

- The bidder should have an experience of atleast 3 years in imparting training and placements
(*Certificate of Incorporation needs to be submitted*)
- The bidder shall have trained a minimum of 2,000 students on a consolidated basis in last 3 years.
- The Bidder shall have tie-up with atleast 10 industry partners for providing the placement to trained candidates.
- The Bidder shall have placed a minimum of 1,000 students on a consolidated basis in last 3 years.

Minimum Eligibility Criteria (for NGO)

- The bidder should have an experience of atleast 5 years in imparting training and placements
(*Certificate of Incorporation needs to be submitted*)
- The bidder shall have trained a minimum of 3,500 students on a consolidated basis in last 5 years.
- The Bidder shall have tie-up with atleast 10 industry partners for providing the placement to trained candidates.

NOTE:

“Placed” means the candidates should have been placed in the sector of their training at the wages not less than the minimum wages of the state in which they have been employed. The contractual agreement of minimum 1-year duration that specifies variable wage payouts dependent on piece-meal work basis would also qualify under this criteria if the average daily wage over 30 days is more than the minimum daily wages of the state of employment.

Minimum Financial Criteria (for Private Training Partners)

- The Bidder shall have an Average Annual Turnover of not less than INR 10 Crores (Rupees Ten Crores Only) from business including training and placement activities in the last 3 years.

Minimum Financial Criteria (for NGO)

- The Bidder shall have an Average Annual Turnover of not less than INR 1.0 Crores (Rupees One Crore Only) from business including training and placement activities in the last 3 years.

NOTE:

Audited P&L / Income Statements for the last 3 years (FY2017-18, FY2018-19 and FY2019-20) need to be submitted as proof.

3.2.4 Evaluation of Technical Proposals:

The Technical proposals of the Bidder will be evaluated on the basis of the below mentioned marking scheme for **Private Training Partners** :

Technical Capacity		
	Marks allotted	Max Marks
A) Training Track Record - Overall		
Trained min 2,000 trainees in last 3 years in specified sectors	5	20
Between 2001-2500	10	
Between 2,501-3,000	15	
Over 3,000	20	
B) Placement Tie-Up		
Tie-up with atleast 5 industry/ placement partners.	5	20
Between 6-10	10	
Between 11 - 15	15	
More than 15	20	
C) Employment Track Record		
Placed min 1,000 students in the last 3 years in specified sectors	5	30
Between 1001-1250	10	
Between 1251-1,500	15	
Between 1,501-1,750	20	
More than 1750	30	
D) Presentation		
Approach & Methodology towards the Project Project Plan & Proposed Setup Employability assurance plan proposed for the project Staffing plan in line with the methodology proposed	30	30
Total Marks		100

Evaluation of Technical Proposals (for NGO):

The Technical proposals of the Bidder will be evaluated on the basis of the below mentioned marking scheme for **(for NGO/ Not for profit organizations)**:

Technical Capacity		
	Marks allotted	Max Marks
A) Training Track Record - Overall		
Trained min 3,500 trainees in last 3 years in specified sectors	15	30
Between 3501-4000	20	
Between 4001-4,500	25	
Over 4,500	30	
B) Placement Tie-Up		
Tie-up with atleast 5 industry/ placement partners.	15	30
Between 6-10	20	
Between 11 - 15	25	
More than 15	30	
C) Presentation		
Approach & Methodology towards the Project Project Plan & Proposed Setup Employability assurance plan proposed for the project Staffing plan in line with the methodology proposed	40	40
Total Marks		100

3.3 Proposal submission

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

3.4 Proposal submitted by the Bidder

- 3.4.1 The Single Bidder can be a firm or any company, which is an NSDC/PSDM Partner or an NGO with proven track record. The bidder is required to submit all statutory documents i.e. Certificate of Incorporation, partnership deed, MoA & AoA and other documents. To show its operations the bidder must submit its income tax assessment for last three years, tax clearance certificate if any, GST registration certificate and other registrations. The bidder must also provide details of any international collaboration or tie-up. The bidder must submit the notarized copies of the above stated documents. The Experience certificates submitted by the bidder must be as per format signed by its client and self-attested.
- 3.4.2 The Selected Bidder shall be liable for the execution of the Project in accordance with the terms of the Concession Agreement and a statement to this effect shall be included in the Concession Agreement. PSDM may require such documents / undertakings / indemnities as it may deem fit from the Successful Single Bidder before or at the time of issuance of Notice of Award/ signing of Concession Agreement.

- 3.4.3 The Proposal must designate one or more person(s) to represent the Bidder in its dealings with the Authority. Unless specifically advised to the contrary, the Authority shall assume that the person(s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Successful Single Bidder. Any and all limitations on the authority of the designated person (s) should be detailed in the Proposal.

3.5 Submission of Foreign Documents as part of Bid/Proposal

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

In case an International applicant(s) is shortlisted; they would have to submit the duly authenticated/ embossed/ legalized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from or apostille copies (applicable in case of Foreign Document(s) created or originating from Countries that have signed, ratified and have made operational the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents, 5 October, 1961 "Hague Legalization for Convention, 1961") of all documents submitted as part of technical proposal earlier. All documents are required to be submitted in English Language. In case of any different language the translated documents must be submitted. These documents would have to be submitted within 3 weeks of announcement of short listing.

3.6 Fees to be paid by the bidder

- 3.6.1 Document Fees and Bid Security
- a. The Bid / Proposal shall be accompanied by an initial Bid Document Fee for a value of **INR 5,000/- (Rupees Five Thousand only)** which is to be paid through online mode (NEFT/RTGS, OTC, NET-BANKING, IPG). Other mode of payment will not be considered.
 - b. The Bid / Proposal shall be accompanied by an initial **Bid Security** or a value of **INR 10,00,000/- (Rupees Ten Lakh only)** which is to be paid through online mode (NEFT/RTGS, OTC, NET-BANKING, IPG). Other mode of payment will not be considered.
 - c. The Bid Security shall be valid for a period of **180 days from the due date of submission of Proposal** (the "**Proposal Due Date**"). On request, the Bidders would be required to extend the validity of the Bid Security on the same terms and conditions
 - d. The Bid Security of the Selected Bidder will be returned after the signing of the Concession Agreement

- e. Any Proposal submitted without the Bid Security or not in the form as specified in the RFP Document shall be summarily rejected.
- f. The Bid Security of Bidders whose Proposal is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP document, shall be returned/refunded within a period of sixty (60) days from the date of intimating the rejection of the Proposal by PSDM to the Bidder. The Bid Security shall be forfeited by the Authority, in the following cases:
 - I. If the Bidder withdraws his Bid/ Proposal after the opening of the Technical Proposal during the Proposal Validity Period.
 - II. If the Selected Bidder fails within the specified time limit to sign the Concession Agreement.
 - III. If the Selected Bidder fails within the specified time limit to furnish the required Performance Security

Note: Bid Security of only H1, H2 & H3 Bidders would be retained till the Concession Agreement is signed between the Selected Bidder and the Authority. The 'Bid Security' of the other Bidders would be returned within 60 (sixty) days of the opening of Financial Proposals.

The Bid Security of the Selected Bidder will be retained till the Concession Agreement is signed between the Selected Bidder and the Authority and shall be forfeited if the Selected Bidder fails to deposit the requisite Performance Security within the stipulated time.

3.6.2 Performance Security

- I. The Selected Bidder/ Concessionaire, for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide to PSDM within 45 (forty five) days of receipt of the Notice of Award the "Performance Security" of value **INR 50 Lakhs (Rupees Fifty Lakhs only)**, in favour of "Punjab Skill Development Mission" for the project period (i.e of five years) with one year additional claim period.

3.7 Using Net Worth and/or Technical Support/Expertise of Holding/Parent Company

3.7.1 In case the Bidder is a 100% (wholly owned) Subsidiary of a Company ("the Parent / Holding Company"), then the Bidder - Subsidiary shall be permitted to make use of credentials of its Parent / Holding Company subject to the condition that the Parent/Holding Company compulsorily furnish an "Undertaking" towards its wholly owned Subsidiary Applicant, which shall be executed by a Senior authorized representative of the Parent / Holding Company of the Applicant

3.7.2 In case the Bidder, is an international firm, then the Bidder shall be permitted to make use of credentials of its International Company, executed by a Senior authorized representative of the Parent / Holding Company of the Applicant. The credentials of the Parent Company shall be submitted along with its Power of Attorney of the Authorized representative in India.

Further, the Bidders who have used the Net Worth and/ or Technical Support/ Expertise of their Holding / Parent Company to satisfy the Minimum Eligibility Criteria shall be required to furnish a Deed of Guarantee {as per format 5.5 attached herewith, from their Holding / Parent Company (including an irrevocable Board Resolution from such Holding/ Parent Company) pledging their

Financial strength and Technical support and their expertise towards the development of the Project, apart from authorizing the said Bidder to take part in the Bidding Process. Failure to furnish such irrevocable Deed of Guarantee (accompanied by a Board Resolution) from the Holding/ Parent Company by the Bidder along with their Proposal may entail automatic disqualification of their proposals by PSDM.

3.8 One Bid per Bidder

For each of the site, each Bidder shall submit only 1 (One) Bid / Proposal for the Project. Violation of this shall lead to disqualification of the Bidder. The Bidder can either bid for Amritsar or Hoshiarpur. Bidder interested to bid both the districts has to bid separately for each of the district in separate envelope along with requisite documents as elaborated in the RFP. If a bidder submit the proposal for both the sites in a single envelope than it shall be disqualified.

3.9 Proposal Preparation and Cost

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

3.10 Due Diligence, Inspection and Investigation

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

3.11 Validity of Proposal

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

3.12 Right to Reject Proposals

The Authority reserves the right to reject any/ all Proposals including the highest Proposal or withdraw the invitation of the Proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation / liability upon the Authority of any type whatsoever.

3.13 Misrepresentation / Fraud / Breach of Terms and Conditions

If it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of the Bid, the Bid will be cancelled by the Authority. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount.

3.14 General Terms of Bidding

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

- 3.14.5 The Bids shall be unconditional, unqualified, firm and valid. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 3.14.6 The documents including this RFP and all attached documents, provided by the PSDM shall remain the property of the PSDM and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 3.14.5 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the PSDM will not return to the Bidders any Bid, document or any information provided along therewith, which shall upon submission, constitute to be the property of PSDM.

4 Bid Submission Procedure and Schedule

4.1 Pre-Bid Queries (for both the sites)

- a. The purpose of the Pre-Bid Queries will be to clarify and discuss issues with respect to the Project, the RFP Document or any other related issues. PSDM shall receive and respond to Pre-Bid queries of prospective bidders as per the scheduled date and time as mentioned in key events table in this RFP.
- b. The bidders are requested to send their queries to this e-mail: saurabhkapila.psdm@gmail.com.

4.2 Amendment of RFP Document

At any time prior to the Proposal Due Date, Authority may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document through the issuance of Addenda. This will be sent in writing to all the Bidders and shall be binding upon them. In addition, the Addendum shall be uploaded on the website of PSDM i.e. www.psdm.gov.in

4.3 Preparation and Submission of Proposal

- 4.3.1 Procedure for submission of Proposals
- a. Bids along with necessary online payments must be submitted through e-Procurement portal (<https://eproc.punjab.gov.in/>) before the date and time specified in the NIT/RFP. The department/Tendering Authority does not take any responsibility for the delay / No Submission of Tender / Non-Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays, or any other reason.
 - b. The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only.
 - c. The bidder shall upload the scanned copies of all the relevant certificates, documents, etc. in the e-Procurement website (<https://eproc.punjab.gov.in/>).
 - d. This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.

- e. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

4.3.2 Bidders shall submit a Power of Attorney (**as per Format 5.3**), authorizing the Signatory of the Proposal to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.

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

4.3.4 Bidders are required to submit 1 (One) set of the Proposal as hard copy. The hard copy should be accompanied with the Original RFP Document issued to them with each page duly signed and sealed.

4.4 Language and Currency

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

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

4.5 Bidder's Responsibility

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

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

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

4.6 Opening of Proposals

- 4.6.1 The Technical Proposals received shall be opened by the Committee constituted by the Authority, in the presence of the Bidders at which shall be intimated to the bidders. The date for opening of Financial Proposals shall be intimated in advance to the technically qualified bidders.
- 4.6.2 The Authority reserves the right to reject any Proposal, if
- It is not signed, sealed and marked as stipulated in Clause 4.6.
 - The information and documents have not been submitted as requested and in the formats specified in the RFP Document.
 - There are inconsistencies between the Proposal and the supporting documents.
 - It does not meet the Proposal Validity Period as set out in Clause 3.11.
 - There are conditions proposed with the Technical and/or Financial Proposals.
 - It provides the information with material deviations.
- 4.6.3 A material deviation or reservation is one:
- Which affects in any substantial way, the scope, quality, or performance of the Project, or
 - Which limits in any substantial way, inconsistent with the RFP Document, the Authority's rights or the Bidder's obligations, or
 - Which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.
- 4.6.4 No request for modification or withdrawal shall be entertained by **the Authority** in respect of such Proposals.

4.7 Evaluation of Proposals

The evaluation will be done in 2 (two) steps as explained below:

- 4.7.1 In Step-I, the Bid Security shall be first checked. Proposals without the appropriate Bid Security will be rejected. Then the documents submitted shall be checked.
- 4.7.2 All the Bidders whose bids are considered responsive enough would then be called for a presentation on their proposed approach and plan for the Project. Post the presentations, the Bidders scoring more than 60 marks in the technical evaluation would be called for the opening of Financial Proposals.
- 4.7.3 The Financial Proposals of only those Bidders who have passed Step-I&II shall be opened by the Authority in presence of the nominees of the Bidders. The Bidders shall be ranked H1, H2, H3, etc. in decreasing order of their financial offers. The selection will be made on the basis of the highest Revenue Share (H1).The Bidder quoting the highest Revenue Share Will be declared as the Successful Bidder for that property and will be invited to sign the Concession Agreement.
- 4.7.4 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance, the Authority may invite the remaining Bidders in accordance to their rank in decreasing order of their Financial Proposals to match the Proposal of the aforesaid highest Bidder.

- 4.7.5 The Proposals (Financial Proposal and Technical Proposal) should be unconditional and any conditionality attached with the Proposal(s) may result in the rejection of the proposal
- 4.7.6 Financial Proposals of Bidders who do not qualify the Step-I of evaluation will not be opened and will be returned unopened.

4.8 Confidentiality

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

4.9 Execution of Concession Agreement

- 4.9.1 The Selected Bidder would be required to sign the Concession Agreement within 60 (sixty) days of conveying his acceptance of the NoA to the Authority in writing or the date as mutually agreed between the Parties to the Concession Agreement. But prior to signing of the Concession Agreement, the Selected Bidder/ Concessionaire must satisfy the following conditions, within a period of 45 (forty five) days from the date of receipt of Notice of Award:
- Submit the requisite Performance Security to the Authority.

PSDM shall not execute the Concession Agreement until these conditions have been satisfied

- 4.9.2 Failure to meet the above conditions will result in a breach and the Authority shall be entitled to cancel the award without being liable, in any manner whatsoever, to the Bidder and to appropriate the Bid Security and/or any other amount deposited till that time as “Damages”.
- 4.9.3 The cost of stamp duty for execution of Concession Agreement, registration charges and any other related legal documentation charges and other incidental charges will be borne by the Selected Bidder.

5 Prescribed Formats

5.1 Letter of Application & Interest

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

Mission Director

Punjab Skill Development Mission (PSDM)

SCO No. 149-152, Second Floor

Sector 17-C, Chandigarh

Telephone Number (Office): 0172-2720153

Sub: "Selection of a Private Training Partner for Setting up, Operations and Maintenance of Multi Skill Development Centre (MSDC) with placement facility at _____ [Amritsar/Hoshiarpur], Punjab on PPP format"

Sir,

1. Being duly authorized to represent and act for and on behalf of. (Hereinafter referred to as "the applicant"), and having studied and fully understood all the information provided in the RFP document, the undersigned hereby apply as a Bidder for aforesaid project according to the terms & conditions of the RFP Document issued by PSDM.
2. Our Technical & Financial Proposals are as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Bid Security is enclosed in the Envelope 1 marked "Bid Security Deposit".
4. PSDM and its authorized representatives are hereby authorized to conduct any inquiries / investigations to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
5. PSDM and its authorized representatives may contact the following person(s) for any further information:
Name of the person(s):
Address:
Phone: Fax:

6. This application is made with full understanding that:
 - (a) PSDM reserves the right to reject or accept any Bid/ Proposal, cancel the bidding process, and / or reject all Bids.
 - (b) PSDM shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP document and Project related Information as required for the Proposal. We have also visited the facility, comprising the Multi Skill Development Centre, for the assessment and have made our own due diligence and assessment regarding the project.
9. We agree to keep our Proposal valid for one hundred eighty (180) days from the date of submission of Proposal thereof and not to make any modifications in its terms and conditions unacceptable to the PSDM. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by PSDM. We agree that, without prejudice to any other right or remedy, PSDM shall be at liberty to forfeit the said Bid Security absolutely.

Authorized signatory

Date:

Name and seal of Bidder

Place:

5.2 General Information of the Bidder

Name:

Country of incorporation:

Address of the corporate headquarters and its branch office(s), if any, in India:

Details of individual(s) who will serve as the point of contact / communication for PSDM within the Company:

- (a) Name :
- (b) Designation :
- (c) Company :
- (d) Address :
- (e) Telephone Number :
- (f) Fax Number :
- (g) E-Mail Address :

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the bidder)

Designation:

Place:

Date:

To be enclosed:

1. Documents certifying Bidder's legal status i.e. Certificate of incorporation / registration.
2. Latest brochures/ organization profiles, etc.

5.3 Format for Power of Attorney for Signing of Application

Know all men by these presents, we/ I (Name and address of the Registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid/ Proposal for the Project envisaging **“Selection of Private Training Partner for Setting up, Operations and Maintenance of Multi Skill Development Centre (MSDC) with placement facility at _____ [Amritsar or Hoshiarpur], Punjab on PPP format”** in the country of India, including signing and submission of all documents and providing information/responses to PSDM, representing us in all matters before PSDM, and generally dealing with PSDM in all matters in connection with our Bid/ Proposal for the said Project.

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

For.....

Accepted

..... (Signature)

(Name, Title and address) of the Attorney

Note:

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

5.4 Format for Bid Security (Bank Guarantee)

BID SECURITY FORMAT

(to be valid for 180 days from the Proposal Due Date)

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ **Dated:** _____

Issuer of Bank Guarantee:

_____ (Name of the Bank)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

Punjab Skill Development Mission (PSDM)

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee

Context of Bank Guarantee:

In pursuance of Clause 3.4.1 of Section 1 of the Request for Proposal Document dated _____

(hereinafter referred to as the "RFP" inclusive of Concession Agreement) for the "**Selection of Private Training Partner for Setting up, Operations and Maintenance of Multi Skill Development Centre(MSDC) with placement facility at _____[Amritsar or Hoshiarpur], Punjab on PPP format**" (hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and PSDM and is not dependent upon execution or performance of any Agreement between PSDM and _____ (name of the Bidder).

Operative part of the Bank Guarantee:

1. At the request of the _____ (name & address of the Bidder), we _____, _____ (name and address of the bank), hereinafter referred to as the "Bank", do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the PSDM i.e. the beneficiary on behalf of the Bidder, up to a total sum of **INR _____ Lakhs (Rupees _____ Lakhs Only)**, such sum being payable by us to the immediately upon receipt of first written demand from PSDM.

2. We unconditionally and irrevocably undertake to pay to the PSDM on an immediate basis, upon receipt of first written demand from the Beneficiary and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the PSDM to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of _____ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of INR ___ Lakhs (Rupees _____ Lakhs Only).
3. We hereby waive the necessity of PSDM demanding the said amount from Bidder prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the PSDM that the PSDM shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the by invocation of this Guarantee.
5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the PSDM.
6. We unconditionally and irrevocably undertake to pay to the , any amount so demanded not exceeding INR _____ Lakhs (Rupees _____ Lakhs Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to PSDM, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.
7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____ (180 days from the Proposal Due Date).

Notwithstanding any contained herein:

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

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

Authorized Signatory
For Bank

5.5 Format of Parent / Holding Company Deed of Guarantee

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

DEED OF GUARANTEE

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

WHEREAS

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

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

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

6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.
8. The Guarantor represents and confirms that in pursuance to Para / Point 7, the Guarantor has submitted and provided to PSDM (with this Deed of Guarantee), a valid Board Resolution duly authorizing the Guarantor to pledge / provide technical, financial and such other supports as may be necessary for performance of the work relating to the said Project as per the RFP and Concession Agreement.

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

Witness:

- 1.
- 2.

5.6 Technical Experience

5.6.1 Training Details of all the candidates for last 3 or 5 (in case of NGO/ not for profit organizations) years

S No.	Trainee Name	Contact Details	Sector and Course of Training	Training Sponsoring Agency	Training Completion Date

5.6.2 Placement Details for last 3 years (not applicable for NGOs)

S No.	Trainee Name	Contact Details	Recruiter Name and Contact	Monthly wages in INR	Training Completion Date

5.6.3 Undertaking by the bidder to authenticate the above details regarding the training figures and placement figures as per the following format:

" _____ (Name of the Bidder) have trained _____ students on consolidated basis in eligible sector courses in the last three years. _____ (Name of the Bidder) have trained _____ students on consolidated basis in Engineering sector courses among the eligible sector comprising of _____ (Name of the eligible courses) in the last three years. _____ (Name of the Bidder) have placed _____ students on consolidated basis in Engineering sector courses among the eligible sector comprising of _____ (Name of the courses) in the last three years.

NOTE: The bidder has to submit the hard copy and soft copy of the detailed list as per the format mentioned in 5.6.1 and 5.6.2. This will be the supporting document to meet one of the criteria to be eligible for the bid. The score for technical evaluation shall be based as per the details (5.6.1 & 5.6.2) and undertaking submitted by the bidders as per format 5.6.3.

5.7 Format for Financial Proposal

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

Mission Director

Punjab Skill Development Mission (PSDM)

SCO No. 149-152, Second Floor

Sector 17-C, Chandigarh

Telephone Number (Office): 0172-2720153

Sub: "Selection of Private Training Partner for Setting up, Operations and Maintenance of Multi Skill Development Centre (MSDC) with placement facility at _____[Amritsar or Hoshiarpur], Punjab on PPP format"

Sir,

We hereby submit our Financial Proposal for the captioned Project. If the Project is awarded to us, we agree to make the following payments to PSDM as per the terms given in the Request for Proposal (RFP) Document.

- i. Revenue Share (of the Project Revenues from training of non-sponsored candidates) _____%**

We are making this Financial Proposal after taking into consideration all the terms and conditions stated in the RFP Document and after careful assessment of the property all risks and contingencies and all other conditions that may affect the Financial Proposal.

We agree to keep our offer valid for 180 days from the due date of submission of this Proposal.

Authorised signatory

Date:

Name and seal of Bidder

Place: