



RFP for selection of Lead Implementation Partner (LIP) to setup an Apex Skill Development Centre for imparting high-end skill training in the Auto, Auto Components and Machine Tools Sector

Tamil Nadu Skill Development Corporation,
1st floor, Integrated Employment Exchange Campus,
Alandhur Road, Thiru.Vi.Ka Industrial Estate, Guindy, Chennai-600032.
Phone: 044-22500107 E.Mail: pdti@tnsdc.in

RFP No. 2210 /SDC-4/2016 Date:24/11/2021

1. Managing Director, Tamil Nadu Skill Development Corporation invites proposals from eligible firms for "Selection of a Lead Implementation Partner (LIP) to set up an Apex Skill Development Centre for imparting high-end skill training in the **"Auto, Auto Components and Machine Tools Sector"**".
2. Participating Agencies must fulfil the following pre-requisites:

Sl.	Pre-qualification criteria
1	A Consortium of such entities mentioned in Pre-qualification criteria (2) comprising of one Lead Implementation Partner (LIP) to be nominated by the other members, shall be allowed and shall hereinafter be referred as "Consortium".
2	Lead Implementation Partner (LIP) and other members of the consortium should be an entity registered in India under the Companies Act/ LLP Act/ Societies Registration Act or as a Trust.
3	LIP should have been in existence for at least 5 years.
4	LIP or any of the members of the consortium should not have been blacklisted by any Government/ Department/ Body.
5	LIP should have an annual turn-over of at least <u>Rs. 100 Crore</u> in each of the past 3 years. <ul style="list-style-type: none">• In case the LIP does not meet the criteria, at least one of the members of the consortium should meet this criterion.
6	Initial equity contribution of the LIP for formation of the Apex Skill Development Centre as a Special Purpose Vehicle (SPV) should be <u>Rs. 1.00 crore</u> .
7	EMD should be submitted along with RFP in the form of DD for Rs. 5,000/- in favour of The Managing Director, Tamil Nadu Skill Development Corporation, Guindy, Chennai – 32 and drawn on a Nationalized bank / Scheduled Bank payable at Chennai.

3. The bidding documents may be downloaded free of cost from the website <http://www.tenders.tn.gov.in/> and [www.tnskill.tn.gov.in.](http://www.tnskill.tn.gov.in/)
4. Interested firms shall **submit** the RFP in the prescribed format up to **3:00 pm** on **21.12.2021** The Managing Director, Tamil Nadu Skill Development Corporation, Guindy, Chennai -32.
5. A **pre-bid meeting** is proposed on **10.12.2021** at **3:00 P.M.**
6. The bids shall be submitted to the Office of the Managing Director, Tamil Nadu Skill Development Corporation in a sealed envelope, with documents as indicated below:
 - Proposal and Earnest Money Deposit (EMD)/ Bid Security (refundable).
7. Proposals received without Earnest Money Deposit (EMD)/ Bid Security will not be accepted and will be summarily rejected.
8. The **last date** for **submitting** the bids **21.12.2021** up to **03:00 P.M.**
9. The duly filled bid in proper format should be submitted in person or sent by courier, registered / speed post etc., to The Managing Director, Tamil Nadu Skill Development Corporation, Guindy, Chennai -32. Each page of the proposal should be signed by the competent authority of the applicant.
10. All amendments, time extension, clarifications etc. will be uploaded on the website only and will not be published in newspapers. The bidders should regularly visit the website to keep themselves updated.

Key dates:

Sl.	Description	Important Information
1	Date of Invitation for bids	01.12.2021
2	Pre-bid meeting	10.12.2021 at 3:00 p.m.
3	Due date & time for downloading the bidding documents	21.12.2021 up to 2.30 p.m.
4	Due date & time for submission of bids	21.12.2021 up to 3.00 p.m.
5	Date of opening of response to RFP	21.12.2021 at 3.30 p.m.

Sd/---
Managing Director,
Tamil Nadu Skill Development Corporation,
Guindy, Chennai- 600-032



SELECTION OF LEAD IMPLEMENTATION PARTNER (LIP)

REQUEST FOR PROPOSAL

RFP No.: 2210 / SDC-4 / 2016

RFP for selection of Lead Implementation Partner (LIP) to set up an Apex Skill Development Centre (ASDC) for imparting high-end skill training in the Auto, Auto Components and Machine Tools Sector

Tamil Nadu Skill Development Corporation (TNSDC)

1st floor, Integrated Employment Exchange Campus,
Alandhur Road, Thiru.Vi.Ka Industrial Estate, Guindy, Chennai-600032.
Phone: 044-22500107 E-Mail: pdti@tnsdc.in

Issued on:01.12.2021

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Section 1. Introduction

In line with the Tamil Nadu Vision 2023 and as part of the Tamil Nadu Investment Promotion Programme, the Government of Tamil Nadu intends to setup five “**Apex Skill Development Centres (ASDC)** for imparting high-end skill training”. The five sectors that have been identified include:

1. Auto, auto components and machine tools
2. Manufacturing and capital goods
3. Transportation and logistics
4. Hospital and health care services
5. Construction

As part of this programme, the Tamil Nadu Skill Development Corporation (TNSDC) intends to select one **Lead Implementation Partner (LIP)** in each of the five sectors listed above. This ToR pertains to the selection of an LIP for the ASDC in the Auto, Auto Components and Machine Tools sector.

The overall plan, as part of this programme is to encourage an LIP to setup an Apex Skill Development Centre (ASDC). The ASDC may also associate with national/ international partners (called Sector Partners – SPs) to setup an interrelated high technology, modular, skilling facility at the ASDC and offer demand driven courses.

The ASDC, to be designed by the LIP, is envisioned to be setup as a State of the Art Centre of Excellence (CoE) in which the LIP brings in their best in class equipment/ tools/ machines/ simulators (commonly referred to as equipment) to be used for training purposes. The ASDC will be located in an existing ITI/ Industrial Estate/ any other appropriate space identified by the ASDC (in discussion with TNSDC). The ASDC can also associate with decentralized centres / spoke centres located at the SPs’ facilities such as manufacturing/ assembly or machining units for the purpose of training.

The ASDC will be managed professionally by the LIP. The trainees who graduate from the ASDC may also function as Lead Trainers (for future programmes) as it provides them employment and keeps the system dynamic.

The ASDC will run under the overall operational management of the LIP. The LIP will be responsible for devising and implementing a three year rolling plan and ensuring that the ASDC is constantly upgraded and provides a high technology ecosystem for skilling/ up-skilling/ re-skilling/ cross-skilling and multi-skilling. The LIP will be expected to generate revenues at the ASDC which can help offset the overall costs of the ASDC. It is proposed that the ASDC will evolve over its life into a Centre of Excellence (CoE). Therefore, in its business plan, the LIP will be required to suggest initiatives/ activities that will ensure the transition of the ASDC into a CoE.

The modalities of implementation and the role of the LIP have been detailed in the Terms of Reference (Section 4) of this document.

TNSDC invites proposals from eligible LIPs for selection and appointment as a Lead Implementation Partner. TNSDC will execute an MoU with the selected LIP. It is proposed to sign the MoU before January 31st, 2022.

Section 2. Instructions to LIPs (ITL) and Data Sheet

A. General Provisions

1. Definitions

- (a) “Applicable Guidelines” means the policies of GoTN governing the selection and Contract award process as set forth in this RFP.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (c) “Client” means Tamil Nadu Skill Development Corporation (TNSDC).
- (d) “Lead Implementation Partner (LIP)” means a legally-established firm or an entity that is contracted with under this Contract.
- (e) “Contract” means a legally binding written agreement signed between the Client and the LIP and includes all additional documents as may be specified by the Client.
- (f) “Data Sheet” means an integral part of the Instructions to LIPs (ITL) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITL.
- (g) “Day” means a calendar day.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the LIP, Sector Partner or Consortium member(s).
- (i) “Government” means the Government of Tamil Nadu.
- (j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.

- (l) “ITL” (this Section 2 of the RFP) means the Instructions to LIPs that provides the LIPs with all information needed to prepare their Proposals.
- (m) “Non-Key Expert(s)” means an individual professional provided by the LIP or its Sector Partner and who is assigned to perform the Services or any part thereof under the Contract.
- (n) “Proposal” means the response to this ‘Request for Proposal’ submitted by the LIP.
- (o) “RFP” means the Request for Proposals to be prepared by the Client for the selection of LIPs.
- (p) “Services” means the work to be performed by the LIP pursuant to the Contract.
- (q) “Sector Partner” means an entity with whom the LIP intends to contract with while remaining responsible to the Client during the performance of the Contract.
- (r) “TORs” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the LIP, and expected outcomes.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select an LIP in accordance with the method of selection specified in the **Data Sheet**.

2.2 The LIPs are invited to submit a Proposal for the project named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected LIP.

2.3 The LIPs should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the **Data Sheet**. Attending any such pre-bid meeting is optional and is at the LIP’s expense.

3. Conflict of Interest

3.1 The LIP is required to provide services, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The LIP has an obligation to disclose to the Client 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 LIP or the termination of its Contract and/or sanctions by the Client.

3.2.1 Without limitation on the generality of the foregoing, the LIP shall not be hired under the circumstances set forth below:

a. Conflicting projects

(ii) Conflict among projects: an LIP (including its Experts and Sector Partners) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the LIP for the same or for another Client.

b. Conflicting relationships

(iii) Relationship with the Client's staff: an LIP (including its Experts and Sector Partners) that has a close business or family relationship with a professional staff of the Client, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the LIPs competing for a specific assignment do not derive a competitive advantage from having had past engagements with the Client. To that end, the Client shall indicate in the **Data Sheet** and make available to all LIPs together with this RFP all information that would in that respect give such LIP any unfair competitive advantage over competing LIPs.

5. Corrupt and Fraudulent Practices

5.1 GoTN requires compliance with its policy in regard to corrupt and fraudulent practices.

5.2 In further pursuance of this policy, LIPs shall permit and shall cause their Experts, Sector Partners, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.

6. Eligibility

6.1 The Client permits LIPs (individuals and firms, including Joint Ventures and their individual members) from all countries to offer services under this contract unless otherwise blacklisted/ de-barred by the Government of Tamil Nadu or its undertaking.

6.2 Furthermore, it is the LIP's responsibility to ensure that its

Experts, joint venture members, Sector Partners, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established in this document.

6.3 Government-owned enterprises or institutions in India shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

6.4 Government officials and civil servants in India are not eligible to be included as Experts in the LIP's Proposal unless such engagement does not conflict with any of the provisions of this engagement or employment or other laws, regulations, or policies of India.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the LIP is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The LIP shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the LIP.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the LIP and the Client, shall be written in the language specified in the **Data Sheet**.

**10. Documents
Comprising the
Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

11. Proposal Validity

11.1 **The Data Sheet** indicates the period during which the LIP's Proposal must remain valid after the Proposal submission deadline.

11.2 During this period, the LIP shall maintain its original Proposal without any change.

11.3 If it is established that any Key Expert nominated in the LIP's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

**a. Extension of
Validity Period**

11.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all LIPs who submitted Proposals prior to the submission deadline to extend the Proposal's validity.

11.5 If the LIP agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.

11.6 The LIP has the right to refuse to extend the validity of its Proposal (without forfeiture of the EMD) in which case such Proposal will not be further evaluated.

**b. Sub-
Contracting**

11.7 The LIP shall not subcontract the whole of the Services.

**12. Clarification and
Amendment of
RFP**

12.1 The LIP may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposal's submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all LIPs. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

12.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all LIPs and will be binding on them. The LIPs shall acknowledge receipt

of all amendments in writing.

12.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the LIPs reasonable time to take an amendment into account in their Proposals.

12.2 The LIP may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.

13. Proposal Format and Content

13.1 The proposal shall be as per the formats included in this RFP.

C. Submission, Opening and Evaluation

14. Submission, Sealing, and Marking of Proposals

14.1 The LIP shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by hand/ courier/ registered post/ speed post.

14.2 An authorized representative of the LIP shall sign the original submission letter in the required format for the Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Proposal.

14.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

14.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

14.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

14.5 The original and all the copies of the Proposal shall be placed inside of a sealed envelope clearly marked "**PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the LIP, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE PROPOSAL SUBMISSION DEADLINE].**"

14.6 The sealed envelope containing the Proposal shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, LIP's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]".

14.7 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

14.8 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

15. Confidentiality

15.1 From the time the Proposals are opened to the time the Contract is awarded, the LIP should not contact the Client on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the LIPs who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

15.2 Any attempt by LIPs or anyone on behalf of the LIP to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Client's sanctions procedures.

15.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an LIP wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

16. Opening of Proposals

16.1 The Client's evaluation committee shall conduct the opening of the Proposals in the presence of the LIPs' authorized representatives who choose to attend (in person). The opening date, time and the address are stated in the **Data Sheet**.

16.2 At the opening of the Proposals the following shall be read out: (i) the name and the country of the LIP or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) any modifications to the Proposal submitted prior to proposal submission deadline.

17. Proposals Evaluation

17.1 The LIP is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Proposals.

18. Evaluation of Proposals

18.1 The Client’s evaluation committee shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the pre-qualifying criteria, evaluation criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

D. Negotiations and Award

19. Negotiations

19.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the LIP’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the LIP.

19.2 The Client shall prepare minutes of negotiations that are signed by the Client and the LIP’s authorized representative.

a. Availability of Key Experts

19.3 The invited LIP shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts’ availability may result in the rejection of the LIP’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked LIP.

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

b. Technical negotiations

19.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract.

20. Conclusion of

20.1 The negotiations are concluded with a review of the

Negotiations finalized draft Contract, which then shall be initialed by the Client and the LIP’s authorized representative.

20.2 If the negotiations fail, the Client shall inform the LIP in writing of all pending issues and disagreements and provide a final opportunity to the LIP to respond. If disagreement persists, the Client shall terminate the negotiations informing the LIP of the reasons for doing so. The Client will invite the next-ranked LIP to negotiate the Contract. Once the Client commences negotiations with the next-ranked LIP, the Client shall not reopen the earlier negotiations.

21. Award of Contract 21.1 After completing the negotiations, the Client shall sign an MoU with the LIP as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted LIPs.

21.2 The LIP is expected to commence the next steps on the date and at the location specified in the **Data Sheet**.

E. Data Sheet

A. General	
ITL Clause.	
2.1	Name of the Client: Tamil Nadu Skill Development Corporation(TNSDC) Method of selection: Quality Based Selection
2.2	The name of the assignment is: Selection of a Lead Implementation Partner to set up an Apex Skill Development Centre for imparting high-end skill training in the Auto, Auto Components and Machine Tools Sector.
2.3	A pre-bid meeting will be held: Yes Date of pre-bid meeting : 10.12.2021 at 3:00 PM Address: TAMIL NADU SKILL DEVELOPMENT CORPORATION Integrated Employment Offices Campus (1st Floor) Thiru. Vi .Ka Industrial Estate, Guindy, Chennai-600 032, Tel: 044 – 22500107 Email: pdti@tnsdc.in Website: https://www.tnskill.tn.gov.in Contact person: Mr. R.Maheswaran, Project Director, 044-22500107.
4.1	-

B. Preparation of Proposals	
9.1	English language.
10.1	<p>The Proposal shall comprise the following:</p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal. (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) Earnest Money Deposit/ Bid Security.
11.1	Proposals must remain valid for 90 (ninety) calendar days after the proposal submission deadline (i.e., until 21.03.2022).
12.1, 14.8	<p>Clarifications may be requested no later than 7 (seven) days prior to the submission deadline.</p> <p><u>The contact information for requesting clarifications is:</u></p> <p>TAMIL NADU SKILL DEVELOPMENT CORPORATION Integrated Employment Offices Campus (1st Floor), Thiru. Vi .Ka Industrial Estate, Guindy, Chennai-600 032. Tel: 044 – 22500107 Email: pdti@tnsdc.in</p>
C. Submission, Opening and Evaluation	
14.4	The LIP must submit: (a) Proposal: one (1) original and one (1) copy.
14.8	<p>The Proposals must be submitted no later than: Date and Time: 21.12.2021 up to 3.00 PM The Proposal submission address is: TAMIL NADU SKILL DEVELOPMENT CORPORATION Integrated Employment Offices Campus (1st Floor) Thiru. Vi Ka Industrial Estate, Guindy, Chennai-600 032. Tel: 044 – 22500107.</p>
16.1	<p>The opening shall take place at: same as the Proposal submission address. Date: :21.12.2021 at 3.30 p.m.</p>
18.1	Criteria, sub-criteria, and point system for the evaluation of the Full Proposals:

<u>Pre-Qualification Criteria:</u>		
Sl.	Evaluation Metric	Documentary Proof
1	A Consortium of such entities registered in India under the Companies Act/ LLP Act/ Societies Registration Act or as a Trust.	Memorandum of Understanding (MoU) between the members of consortium for the purpose of submission of bid clearly outlining the proposed roles and responsibilities of each member of the Consortium
2	Nomination of the Lead Implementation Partner(LIP)	Power of Attorney executed by the members of the consortium nominating the Lead Implementation Partner (LIP) to bid on behalf of the members of the consortium.
3	LIP and members of consortium should be such entities registered in India under the Companies Act/ LLP Act/ Societies Registration Act or as a Trust.	Certificate of Incorporation / Registration Certificate
4	LIP should have been in existence for at least 5 years.	<ul style="list-style-type: none"> The Certificate of Incorporation of the LIP should be submitted.
5	LIP should not have been blacklisted by any Government/ Department/ Body. All members of the consortium should not have been blacklisted by any Government/ Department/ Body.	Self-declaration to be provided by LIP.
6	LIP should have an annual turnover of at least <u>Rs. 100 Crore</u> in each of the past 3 years.	<ul style="list-style-type: none"> Audited financial statements for past three financial years of the LIP to be submitted.

	In case the LIP is bidding on the credentials of one of the members of consortium, the annual turn-over of at least one of the members of the consortium should meet the said criteria.	<ul style="list-style-type: none"> Audited financial statements for past three financial years of the member of consortium to be submitted
7	Initial equity contribution of the LIP for formation of the SPV should be <u>Rs. 1.00 Crore.</u>	Declaration on LIP letter head signed by Authorized Representative.
8	Submission of EMD	EMD should be submitted along with RFP in the form of DD for Rs. 5,000/- in favour of The Managing Director, Tamil Nadu Skill Development Corporation, Guindy, Chennai – 32 and drawn on a Nationalized bank / Scheduled Bank payable at Chennai.
<p><u>Note:</u></p> <p>The Consortium shall need to be able to demonstrate through documentary evidence (i.e Power of Attorney) that the LIP can take decisions on behalf of its members.</p>		
<p><u>The bids submitted by the bidders who clear the pre-qualification round only will be evaluated as per the criteria provided below:</u></p> <p><u>Evaluation Criteria (100 Points)</u></p> <p>A. Profile of the LIP (40 points)</p> <ol style="list-style-type: none"> Profile of the LIP (maximum two pages). <ul style="list-style-type: none"> An additional one page profile for each of the members of the consortium to be attached. Details about the business partners (national and international) that the LIP (or any of the members of consortium as the case maybe) is closely engaged with in various capacities in the relevant sector as part of routine business activities. These partners may include vendors/ tie-ups/ associations/ JVs/ Knowledge partners. Investment details of the LIP (and where applicable, members of the consortium) in process up gradation and technology up gradation in the past 3 years (in Rs.). <ul style="list-style-type: none"> The LIP should be able to show a continuous and on-going effort 		

to use state of the art equipment/ machines/ tools as part of routine business activities.

- Details about relevant certifications/ awards won/ recognition obtained for best-in-class processes, and adherence to quality standards (e.g. ISO certification, Six Sigma, 5S, Deming Award etc.).

B. Training profile of LIP (20 points)

1. Details about the existing training infrastructure available with the LIP (and if applicable, the members of consortium).
2. Demonstrated commitment to training, skilling and up-skilling of its workforce over the past 3 years (and if applicable, the members of consortium).
3. Details of curriculum of its 3 best-in-class training programs with a clear indication of modules that are taught practically. Should include details such as the job profile, number of trainees trained, employed and relevance of the courses for the sector.

*Note: Wherever the members of the consortium have relevant experience in training and skill development, this can be highlighted.

C. Overall Vision/ Plan for the ASDC (20 points)

1. Present an overall Business Plan for the first five years of the ASDC.
2. Present a detailed action plan for the first three years of the ASDC.
 - Should contain, among other aspects the overall strategy for the centre for the first three years, list of training courses to be conducted (through a demand assessment), their duration, and batch size; indicative profiles of faculty that shall be brought in as train-the- trainers; list of equipment/ machinery that will be brought into the ASDC; proposed placements; list of MoUs that the LIP will sign/ partners that the LIP will engage with; financials of the ASDC (Cash flows and Profit & Loss statements); steps that the LIP will take to ensure that the training provided is aligned to market requirements, is demand driven and updated.

Note:

- It is expected that the LIP will give preference to training courses in new/ upcoming/ emerging/ disruptive areas.
- LIPs may submit MoUs signed with relevant partners as part of their proposal.

	<p>The bidders who secure at least 70% of the points in the Evaluation Criteria A, B and C above will be shortlisted and called for a presentation.</p> <p>D. Presentation to the Evaluation Committee (20 Points) <u>Presentation shall be in three parts:</u></p> <ul style="list-style-type: none"> - Part 1: About the LIP- overall profile; expertise in the sector and skill development (5 mins). - Part 2: Five year Business Plan and Vision for ASDC. (10 mins). - Part 3: Detailed three year operational plan. (15 mins) - Note: The senior resource persons proposed to be directly involved in the running of the ASDC shall be required to make the presentation. <ul style="list-style-type: none"> o One bidder will be chosen as the LIP in each sector at the end of the Presentation.
	D. Negotiations and Award
19.1	<p>Expected date and address for contract negotiations: Date: To be informed by the Client. Address: TAMIL NADU SKILL DEVELOPMENT CORPORATION Integrated Employment Offices Campus (1st Floor), Thiru. Vi Ka Industrial Estate, Guindy, Chennai-600 032.</p>
21.1	Expected date for the signing of the MoU: to be informed
21.2	To be informed by the Client.

Section 3. Proposal – Standard Forms

All pages of the original Proposal shall be initialed by the same authorized representative of the bidder who signs the Proposal.

FORM TECH-1
A. PROPOSAL SUBMISSION FORM

[Location, Date]

To,

The Managing Director,
Tamil Nadu Skill Development Corporation,
Guindy, Chennai - 600 032.
Tamil Nadu,

Dear Sir/Madam,

We, the undersigned, intend to participate as a Lead Implementation Partner (LIP) for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal.

{If the LIP is a joint venture, insert the following: We are submitting our Proposal as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We are hereby submitting our Proposal, which includes this Proposal sealed under a separate envelope 1.

We hereby declare that we have read the Instructions to Consultants included in the RFP, and abide by the same, and specifically to conditions mentioned in Instruction to bidders. [In case of any declaration, reference to concerned document attached must be made]. We hereby declare that all the information and statements made in this Proposal are true and we accept that any misleading information contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to sign the MoU and initiate the project as per the timelines prescribed.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}.

B. Memorandum of Understanding (MoU) between the members of consortium clearly outlining the proposed roles and responsibilities of each member of the Consortium

1. <<Insert MoU here>>

C. Power of Attorney executed by the members of the consortium nominating the Lead Implementation Partner (LIP) to bid on behalf of the members of the consortium.

<<Insert PoA here>>

D. Proof of Registration of LIP and members of consortium (Company/LLP/Society/ Trust)

<<Insert proof here>>

E. Certificate of registration/incorporation of the LIP

<<Insert Certificate of registration >>

F. Self-Declaration against black listing of LIP and all members of consortium

<<Certificate of self-declaration>>

G. Turn Over

<<Audited financial statements for past 3 financial years of the LIP>>

<<Audited financial statements for past three financial years of any one member of consortium (if applicable)>>

H. CONFIRMATION FOR INITIAL EQUITY CONTRIBUTION

<<Declaration on LIP letter head signed by Authorized Representative>>

I. EMD

<<EMD should be submitted along with RFP in the form of DD for Rs. 5,000 in favour of The Managing Director, Tamil Nadu Skill Development Corporation, Guindy, Chennai – 32 and drawn on a Nationalized bank / Scheduled Bank payable at Chennai>>.

FORM TECH-2

LIP'S PROFILE, TRAINING PROFILE, VISION AND PLAN FOR THE ASDC

A. BASIC DETAILS

1	Full legal name of LIP	
2	Is the LIP a subsidiary?	Yes/ No. If yes, full legal name of parent company/ companies to be provided with equity holding % of each parent company in the LIP.
3	Whether LIP is bidding using the credentials of it's Parent Company/ Companies	Yes/ No.
4	Whether submitting proposal as a Consortium?	Yes/ No. If yes, the full legal names of each of the consortium members is to be mentioned. Also, specifically mention the name of the LIP.

B. PROFILE OF LIP

Profile of the LIP (maximum 1 page).Where the LIP is a subsidiary or part of a Consortium, an additional 1 page profile of the Parent companies/ consortium companies is to be provided.

C. DETAILS ABOUT BUSINESS PARTNERS

Details about the business partners (national and international) that the company is closely engaged with in various capacities in the relevant sector as part of routine business activities. These partners may include vendors/ tie-ups/ associations/ JVs/ Knowledge partners.

D. INVESTMENT DETAILS ABOUT LIP

Investment details of the LIP (and where applicable, its Parent Company) in process upgradation and technology upgradation in the past 3 years (in Rs.).The LIP should be able to show a continuous and on-going effort to use state of the art equipment/ machines/ tools as part of routine business activities.

Details about relevant certifications/ awards won/ recognition obtained for best-in-class processes, and adherence to quality standards (e.g. ISO certification, Six Sigma, 5S, Deming Award etc.), with date, purpose for which award was received.

The LIP should indicate the name of the equipment/ machinery, make/ brand, year of purchase, cost, brief description of the use of the equipment in the normal business process, differentiator viz-a-viz competitors.

E. TRAINING PROFILE

1. Details about the existing training infrastructure available with the LIP (and if applicable, the SPs).
2. Demonstrated commitment to training, skilling and up-skilling of its workforce over the past 3 years.
3. Details of curriculum of its 3 best-in-class training programmes with a clear indication of modules that are taught practically. Should include details such as the job profile, number of trainees trained, and relevance of the courses for the sector.
4. Detailed curriculum and content of one training programme with a clear indication of modules that are taught practically.

F. OVERALL VISION/ PLAN FOR THE ASDC

1. Overall Business Plan for the first five years of the ASDC.
2. Detailed action plan for the first three years of the ASDC. This should contain, among other things the following:
 - The overall strategy for the centre for the first three years,
 - Plan for operationalisation of the strategy into action items for the first three years;
 - Steps that the LIP will take to make the ASDC a Centre of Excellence.
 - List of training courses to be conducted, the method by which the training courses will be chosen, their duration, indicative batch size, cost to be charged to the trainee; (Note: It is expected that the LIP will give preference to training courses in new/ upcoming/ emerging/ disruptive areas).
 - Indicative profiles of faculty that shall be brought in as train-the-trainers, their experience, areas of expertise (CVs to be attached).
 - List of equipment/ machinery that will be brought into the ASDC along with timelines when the equipment will be introduced, cost of the equipment, age of the equipment,
 - Proposed placements;
 - List of MoUs that the LIP will sign/ SPs that the LIP will engage with;
 - Three year financial plan of the ASDC (Cash flow statement, balance sheet and P&L statements to be prepared);
 - Steps that the LIP will take to ensure that the training provided is aligned to market requirements, is demand driven and is always current.

- Steps that the LIP will take to market the courses, identify trainees, mobilise trainees into the training centres.
- Assessment and Certification plan of the LIP – including whether the assessment method and certification will conform to any national/ international standard.
- LIPs may submit MoUs signed with SPs as part of their proposal.

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

Section 4. Terms of Reference

Terms of Reference for Selection of Lead implementation Partner to set up an Apex Skill Development Centre (ASDC) for imparting high-end skill training in the Auto, auto components and machine tools Sector

INTRODUCTION

In line with the Tamil Nadu Vision 2023 and as part of the Tamil Nadu Investment Promotion Programme, the Government of Tamil Nadu intends to setup five “Apex Skill Development Centres for imparting high-end skill training”. The five sectors that have been identified include:

1. **Auto, auto components and machine tools**
2. Banking, financial services and Insurance
3. Transportation and logistics
4. Hospital and health care services
5. Construction and Infrastructure

As part of this programme, the Tamil Nadu Skill Development Corporation (TNSDC) intends to select one Lead Implementation Partner (LIP) for each of the five sectors listed above.

This ToR pertains to the selection of an LIP for the Apex Skill Development Centre for Auto, auto components and machine tools Sector.

Concept

The overall plan, as part of this programme is to encourage an LIP to setup an Apex Skill Development Centre (ASDC). The ASDC may also associate with national/ international partners (called Sector Partners– SPs) to setup an interrelated high technology, modular, skilling facility at the ASDC and offer demand driven courses.

The ASDC, to be designed by the LIP, is envisioned to be setup as a State of the Art Centre of Excellence (CoE) in which the LIP brings in their best in class equipment/ tools/ machines/ simulators (commonly referred to as equipment) to be used for training purposes. The ASDC will be located in an existing ITI/ Industrial Estate/ any other appropriate space identified by the ASDC (in discussion with TNSDC). The ASDC will be managed professionally by the LIP.

The ASDC will run under the overall operational management of the LIP. The LIP will be responsible for devising and implementing a three year rolling plan and ensuring that the ASDC is constantly upgraded and provides a high technology ecosystem for skilling/ up-skilling/ re-skilling/ cross-skilling and multi-skilling. The LIP will be expected to generate revenues at the ASDC which can help offset the overall costs of the ASDC. It is proposed that the ASDC will evolve over its life into a Centre of Excellence (CoE). Therefore, in its business plan, the LIP will be required to suggest initiatives/ activities that will ensure the transition of the ASDC into a CoE.

Role of the LIP

The role of this LIP shall include the following:

1. To design the ASDC and to develop a three year strategic rolling plan for the ASDC and be responsible for implementing the plan.
2. Overall administrative, quality and financial responsibilities including the management of the ASDC, marketing, branding, placement, costing of courses, management of hostels, course content, pedagogy, funding etc.
3. The LIP may engage with, invite and sign MoUs with SPs (such as equipment manufacturers, tool and device manufacturers that service the sector) and continuously engage with the SPs to ensure that the ASDC remains relevant at all times.
4. Identify and formulate training programmes to develop skills in futuristic/ disruptive technologies and associated skill sets that are lacking in the sector.
5. To develop courses, course content, course work, manuals, standard operating procedures and standards, get them approved by the Board, and disseminate the same with the overall intent of improving the skill sets of individuals associated with the sector. In developing these, the ASDC shall build on existing available literature and ensure compliance with existing standards (where available).
6. To facilitate placement of the trained candidates. The extent of placement of candidates in relevant jobs shall be a key assessment metric of the quality and relevance of the training provided.
7. To create a network among existing training facilities (both Publicly and Privately owned) and pool their resources so as to not replicate existing effort put in.
8. To impart high-end skills (and not generic skills) to unemployed individuals, and employed individuals (looking to up skill/ re-skill themselves).
9. To conduct train the trainer programmes.
10. To facilitate industry linkages for apprenticeship and on-the job training programmes. One off training at the ASDC is not the intended end result of this project.
11. To conduct need based/ on-request training programmes to cater to specialized requirements of corporate, and to generate revenues through these programmes.
12. To carry out assessment, certification and placement of trainees.
13. To make the ASDC self-supporting and provide production or services while it meets its primary objective of being a high technology skilling centre.

IMPLEMENTATION MODALITIES

The Government of Tamil Nadu has engaged Tamil Nadu Skill Development Corporation (TNSDC) to coordinate and execute this project in a phased manner. The modalities of this project will be as follows:

- TNSDC will select an LIP, who shall be a recognized name in the sector.
- TNSDC and the LIP will form an SPV in which the LIP's ownership will be 50%.
- The SPV shall be constituted under the Companies Act 2013 and shall be a Section 8 Company.
- The Governance composition of the SPV shall be as follows:
 - Chairman: To be appointed by the GoTN.
 - MD: An expert with industry experience, appointed by the SPV, after approval of the Board.
 - Additional Directors: To be appointed by the Board and can include industry experts, and experts from academic institutions.
 - Independent Directors: To be appointed by the Board.
 - Advisory Panel: The Board can appoint an Advisory Panel consisting of prominent experts to advise the Board.
 - Note: The Board shall be a professional board and shall have professional internal and external audit/ review processes and conform to the highest corporate governance standards.
- The ASDC will be located in an existing ITI/ Industrial Estate/ any other appropriate space identified by the ASDC (in discussion with TNSDC). The space allocated, where allocated by the GoTN, shall be allocated on long term lease basis to the SPV. The initial period of lease shall be for 30 years, extendable based on the performance of the SPV.
- Relevance of the ASDC's training will be assessed periodically by sectoral experts appointed by the Board.
- The training programs should cater to the demands of the entire sector and should not be exclusive to benefit individual entities.
- Investment of Government and LIP:
 - The LIP shall hold 50% equity in the SPV.
 - The LIP and the Government shall contribute towards the necessary Owner's Equity at the time of setting up the SPV. The equity contribution of the LIP and the Government shall be Rs.1.00 crore each.
 - Additionally, the Government will contribute a grant to the ASDC to support it in its initial 3 years.

- The GoTN has budgeted for an overall contribution of Rs. 20 Cr for each SPV, out of which Rs.1.00 crore will be the equity and remaining Rs.19.00 crore as grant. This grant shall be released based on the achievement of the milestones defined in the action plan and based on the actual expenses incurred in running the ASDC subject to approval by the board of SPV.
- The milestones identified by the LIP shall need to be approved by the Board prior to commencement of the program.
- The grant shall be used only for the expenditures approved by the Government.
- The LIP's initial contribution towards the paid-up capital of Rs.1.00 crore shall be in cash. Any additional contributions can be in cash or in-kind. Any in-kind/ notional contribution should be supported by valuer's certificate issued by a registered valuer.
- The land, if needed maybe provided on a long term lease basis for 30 years at a nominal rent.
- The overall naming and branding guidelines for the ASDC will be provided by Government/TNSDC.

Section 5. Memorandum of Understanding (Draft)

MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN TAMILNADU SKILL DEVELOPMENT CORPORATION (TNSDC) and

_____ (L
ead

Implementation Partner) for "SETTING UP AN APEX SKILL DEVELOPMENT CENTRE FOR IMPARTING HIGH-END SKILL TRAINING IN THE "AUTO, AUTO COMPONENTS AND MACHINE TOOLS SECTOR " under the "Tamil Nadu

Investment Promotion Programme Phase 2 – Assisted by Japan International Cooperation Agency (JICA) – Establishing Skill Development Centre" (hereinafter referred to as the "Scheme").

This MoU for "Setting Up an Apex Skill Development Centre for imparting high-end skill training in the **Auto, auto components and machine tools Sector** (hereinafter referred to as the "**Project**") under the Scheme is made for execution of the Project on this

_____ between parties, namely,

TAMIL NADU SKILL DEVELOPMENT CORPORATION, a non-profit public limited State Government Company limited by shares, incorporated under section 25 of the erstwhile Companies act, 1956 (Central Act No.having it's office at Thiru. Vi Ka Industrial Estate, of 1956) with Corporate Identity Number U74120TN2013NPL092026 and having its registered office at Thiru.Vi.Ka Industrial Estate Guindy, Chennai 600 032 (hereinafter referred to as "**TNSDC**" which expression shall, where the context so requires or admits, be deemed to include its successors and permitted assignees)

AND

_____, a _____ incorporated under the _____ Act _____ with _____ Number

_____ and having its Registered office at _____ (hereinafter referred to in short as "**LIP**") which expression shall, where the context so requires or admits, be deemed to include its successors and permitted assignees).

It is agreed by and between the Parties that the project would be executed jointly within the following objectives, deliverables and the responsibilities of each of the Parties.

1. DEFINITIONS. - For the purpose of this MoU the terms defined below shall have the meaning herein specified, unless the context otherwise requires, -

- (a) **'Scheme'** means "Tamil Nadu Investment Promotion Programme Phase 2– Assisted by Japan International Cooperation Agency (JICA) - Estblishing Apex Skill Development Centre".
- (b) **'Lead Implementation Partner' (LIP)** shall mean_____for implementing the Project on behalf of the consortium;
- (c) **'Project'** means "Setting up an Apex Skill Development Centre (ASDC) for imparting high-end skill training in the Auto, auto components and machine tools Sector under the scheme.
- (d) **'Coordinating Organization'** means Tamil Nadu Skill Development Corporation.
- (e) **'Board'** shall mean the Board of Directors of the Special Purpose Vehicle (SPV), proposed to be constituted for the Project;
- (f) **'Parties'** refer to the organizations participating in the project namely TNSDC and LIP.
- (g) **'Consortium Partner'** shall mean industries or partners participating in these Project who have signed the consortium agreement accepting____as LIP.
- (h) **'Sector Partner'** shall mean industries or partners participating in this Project who may have a national or international presence and who may support the LIP in the Project.
- (i) **'Special Purpose Vehicle (SPV)'** shall mean the not-for profit Company to be incorporated under section 8 of the Companies Act, 2013 (Central Act 18 of 2013) for implementing this project;
- (j) **'ASDC'** shall mean Apex Skill Development Centre to be established by LIP and managed by SPV;
- (k) **'Approval letter'** shall mean the letter communicating detailed terms and conditions of the approval of the competent authority in TNSDC for the Project;
- (l) **'GoTN / Government'** shall refer to the 'Government of Tamil Nadu'

2. OBJECTIVE

The objective of the project is to impart high-end skill training by selecting a LIP that will setup an ASDC in Auto, auto components and machine tools Sector to provide high technology, demand driven skill Development courses in order to develop a pool of highly skilled work force in the sector.

3. SCOPE OF WORK

ASDC shall evolve into a Centre of excellence (CoE) in the Auto, auto components and machine tools Sector for imparting industry relevant and high end skill training.

ASDC shall Co-ordinate with industry and other stakeholders for development of Courses. The Courses shall be in adherence to guidelines laid down by statutory bodies.

ASDC shall act as a nodal institution to provide training to Trainers (ToT) to other institutions to ensure that adequately trained manpower is available in the sector.

ASDC shall co-ordinate and network with exiting training providers in the respective sectors to achieve the required standards.

ASDC shall guide other training centres in the sector to upgrade their training infrastructure and training content delivery systems.

ASDC shall co-ordinate with Government / Quasi Government agencies to effectively utilize existing infrastructure and manpower to enhance training capacity.

ASDC shall facilitate the industry linkages for apprenticeship and other on-the-job training initiatives of the industry.

ASDC shall collaborate with international academic and vocational institutes to develop training modules to impart hi-end skill training.

ASDC shall organize specialized corporate training programs to cater to in-house training needs of industries.

4. OVERALL GUIDELINES

The overall plan, as part of the Project is to encourage a LIP to setup a high-end Apex Skill Development Centre (ASDC) in Auto, auto components and machine tools Sector and managed by SPV. The ASDC shall design and develop training programs that cater to the demands of the entire sector and shall in no way be exclusive to benefit LIP or its consortium members.

The ASDC is envisioned to be a state-of-the-art Centre of Excellence facility in the Auto, auto components and machine tools Sector.

The ASDC will be located in an existing Government Industrial Training Institute/ Industrial Estate/ Training Institute or any other appropriate space identified by the SPV.

The ASDC will be managed professionally by the SPV.

The SPV shall develop a three year plan to ensure that the ASDC is constantly upgraded and provides a high technology ecosystem for skilling/up-skilling/ re-skilling/ cross-skilling and multi-skilling.

The ASDC is expected to generate revenues that make it financially sustainable.

5. PLAN, METHODOLOGY AND WORKING PROCEDURE

TNSDC and the LIP will form a SPV in which the LIP's ownership will be 50%. The Special Purpose Vehicle (SPV), between TNSDC and LIP will be incorporated as a not-for-profit company under section 8 of the Companies Act, 2013 (Central Act 18 of 2013).

The SPV would recruit professionals from the sector, with technical expertise, for operations of the facilities. SPV will be run professionally by the Board of Directors.

The Board shall consist of a Chairman, Managing Director (MD) and other Directors. The key person responsible for the day to day operation of the SPV will be the Managing Director (MD) who will also report to the Board of Directors. The composition of the Board of SPV shall be as follows:-

- (1) **Chairman:** Chairman shall be appointed by the Government of Tamil Nadu.
- (2) **Managing Director (MD):** An expert with industry experience, nominated by the LIP, to be appointed by the Board of the SPV.
- (3) **Nominee Directors:** Three nominees each of the Government of Tamil Nadu and the LIP, to be appointed by the Board of the SPV as Nominee Directors, who will not be subject to retirement by rotation. The Government of Tamil Nadu and the LIP shall have the right to withdraw the nomination of an incumbent and nominate another person in his/ her place.
- (4) **Additional Directors:** May be appointed by the Board, and can include industry

experts and experts from academic institutions. Such persons can attend and participate at the Board meetings but will not have any right to vote on the decisions taken/ resolutions passed thereat.

- (5) **Independent Directors:** May be appointed by the Board.
- (6) **Advisory Panel:** The Board may appoint an Advisory Panel consisting of prominent experts to advise the Board.

Note: - The Board shall be a professional Board, shall have professional internal and external audit/ review processes and shall meet the highest corporate governance standards expected of Boards in India.

The ASDC will be located in an existing Government Industrial Training Institute / Industrial Estate/Training Institution or any other appropriate space to be identified by the SPV. The land, shall be allocated by the Government of Tamil Nadu, on long term lease basis to the SPV at nominal rent. The Government of Tamil Nadu reserves the right to review the lease validity at the end of 15 years from the incorporation of ASDC and subject to satisfactory performance may extend it further. All the assets created (Land, Building, equipments and any other infrastructure) through grants received from any Government sources shall be transferred to Government of Tamil Nadu in the event of closure of ASDC or at the end of lease period.

Relevance of the ASDC's training will need to be assessed periodically by the SPV, through the appointment of independent sectoral experts by the Board.

The SPV shall be responsible for the operations, maintenance, service of the assets created or acquired or used under the Project.

The trainees trained as part of the Project or at the ASDC shall be employable at any organization of their choice and shall not be bound in any manner to take up employment with the LIP or any members of the consortium.

6 MAJOR MILE STONES

As set out in schedule - I to this MoU, Changes to the Implementation Schedule, if any shall be mutually agreed to by the parties in writing.

7 PROPOSED IMPLEMENTATION SCHEDULE

As set out in schedule-II to this MoU. Changes to the Implementation Schedule, if any shall be mutually agreed to by the parties in writing.

8 MODE OF FINANCING

The LIP shall own 50% of the equity in the SPV.

The LIP and the Government shall contribute towards the necessary Owner's Equity at the time of setting up the SPV. The equity contribution of the LIP and the Government shall be Rs.1.00 crore (Rupees One crore only) each.

The Government will contribute a grant to the ASDC to support it in its functioning on a need basis. However, it is envisaged that the SPV will strive to be financially self-sustaining from the commencement of the third year onwards.

The GoTN has budgeted for an overall contribution of Rs. 20 Crores (Rupees Twenty crores only) for the SPV. This shall be used towards equity contribution and the grant.

This grant shall be released based on the achievement of the milestones defined in the three year action plan and based on the actual expenses incurred in running the ASDC.

The milestones submitted by the LIP (as part of its proposal) shall be approved by the board prior to commencement of the program.

The grant shall be used only for the expenditures approved by the Board of the SPV.

The LIP's initial contribution towards the paid-up capital shall be in cash deposited in ASDC account. Any additional contribution can be in cash / D.D/ ECS or in-kind. Any in-kind/ notional contribution should be supported by valuer's certificate issued by a registered valuer.

The land, if needed maybe provided by the Government of Tamil Nadu on a long term lease basis.

The overall naming and branding guidelines for the ASDC shall be decided by the SPV Release of grant funds will be subject to fulfillment of existing rules of the GoTN, to the extent applicable to the ASDC.

TNSDC Budgetary grant will be released in line with the GoTN rules, such as the submission of Utilization Certificates.

In addition to the terms and conditions mentioned in paragraph 8.6 above, release of

subsequent installment (s) of funds by TNSDC will be subject to satisfactory progress of the Project (as assessed based on the detailed plan submitted by the LIP) and satisfactory utilization of the fund already released.

9. ROLES AND RESPONSIBILITIES OF LIP

LIP shall establish ASDC which will be managed by SPV incorporated under section 8 of the Companies Act, 2013(Central Act 18 of 2013).

LIP shall provide an initial equity of Rs.1.00 crore along with TNSDC, which shall also contribute Rs.1.00 crore (50% of equity each).

LIP shall help to identify the locations for setting up of ASDC in consultation with TNSDC.

LIP can contribute and help to mobilise CSR funds, tools, equipment and machineries to ASDC from consortium members and other industries.

LIP shall adhere to the major milestone and the proposed implementation schedule. Any changes to the implementation schedule shall be subject to the SPV board approval.

LIP may include more consortium members with the approval of Board.

10. ROLES AND RESPONSIBILITIES OF TNSDC

The Government of Tamil Nadu through TNSDC will contribute an initial equity of Rs.1.00 crore (50% of equity in SPV).

TNSDC will assist LIP in identifying locations for establishment of the ASDC.

TNSDC shall release the grant funds to the ASDC in the designated Project Account for execution of the project depending upon the financial, technical and physical progress of the project and recommendations of the Board.

TNSDC and ASDC shall jointly certify the trained candidates.

TNSDC shall be the nodal agency for overall monitoring and supervision of the ASDC.

Managing Director, TNSDC or in his absence any other official nominated by TNSDC shall be the contact person for all matters concerning the project.

11. ROLES AND RESPONSIBILITIES OF SPV

The SPV shall be responsible for designing the structure and functionality of ASDC and develop strategic plan for the ASDC and be responsible for implementing the plan.

The SPV shall be responsible for overall administrative, quality and financial management including the management of the training centre, marketing, branding, placement, costing of courses, management of hostels, course content, pedagogy, financials etc.

12. ROLES AND RESPONSIBILITIES OF ASDC

The ASDC may engage with, invite and sign MoUs with Sector Partners (such as equipment manufacturers, tool and device manufacturers that service the Auto, auto components and machine tools Sector).

The ASDC shall identify and formulate training programs to develop skills in futuristic/ disruptive technologies and associated skill sets that are lacking in the sector.

The ASDC shall develop courses, course content, course work, manuals, standard operating procedures and standards, get them approved by the Board, and disseminate the same with the overall intent of improving the skill sets of individuals associated with the sector. In developing these, the ASDC shall build on existing available literature and ensure compliance with existing standards (where available).

The ASDC shall facilitate placement of the trained candidates. The extent of placement of candidates in relevant jobs shall be a key assessment metric of the quality and relevance of the training provided.

The ASDC shall create a network among existing training facilities (both publicly and privately owned) and pool their resources so as to not replicate existing efforts put in.

The ASDC shall endeavour to impart high-end skills to unemployed individuals and employed individuals (looking to up skill/ re-skill themselves).

The ASDC shall conduct Training of Trainer (ToT) programs.

The ASDC shall facilitate industry linkages for apprenticeship and on-the-job training programs.

The ASDC may conduct need based/ on-request training programs to cater to specialized requirements of corporates, and to generate revenues through these

programs.

The ASDC shall maintain a separate account for the funds released by TNSDC for execution of this project.

The ASDC shall take up the responsibility of mobilization of trainees for enrolment in various skill-based training courses aligned to their career aspirations. This activity would be supported through awareness and communication campaigns run by ASDC.

The ASDC shall make arrangements for proper operation and maintenance of equipment/ management of knowledge procured under the project.

The ASDC shall ensure that the funds released by TNSDC are utilized only for the purpose of the Project.

The ASDC shall also be responsible for achieving and reporting quarterly progress on the project to TNSDC.

The ASDC shall maintain a register of all assets acquired through the grant-in-aid as well as log for use of them.

The utilization of assets shall be in public interest and shall be the responsibility of the ASDC.

The ASDC will ensure that assets will not be disposed of/ sold/ transferred/ leased/ rented without prior Board approval.

The ASDC shall also be responsible for adhering to law of the land including rules of Central, State and local Governments in its operation.

The ASDC shall maintain proofs of all incomes and expenses incurred.

The ASDC shall indemnify and protect the Government of Tamil Nadu / TNSDC from all costs, damages and expenses arising out of any claim, action or suit brought against the Government of TN by third parties in respect of any infringement of any patent, registered designs or Intellectual Property Rights resulting from use of any technical information, data or process or design belonging to or used by the ASDC and/ or furnished to Government of Tamil Nadu. The ASDC shall be liable to compensate TNSDC/ Government of Tamil Nadu in respect of damages/ expenses/ claims on matters arising on account of its deliberate acts of commission or omission, or such acts undertaken by it without the concurrence of TNSDC/ Government of Tamil Nadu, wherever it was so required.

The ASDC shall adhere to and follow the Labour Acts and Rules and regulations, relevant statistics, while executing the Project and shall keep the GoTN / LIP indemnified and protected from all claims, costs, damages and expenses arising out of any violation of Labour Acts and Rules and regulations, relevant statistics.

In case the ASDC proposes to import any equipment, software etc. for the purpose of performance of the job in India, all duties related to such imports shall be paid directly by the ASDC to the concerned authorities. It will be the responsibility of the ASDC to provide the required particulars and documents to the Customs Authorities and other Government Authorities and get the materials cleared and transported in time.

The ASDC shall under the project cost, insure and keep insured all the fixtures and equipment, etc., acquired for implementation of the Project. In case of loss or damage of such fixtures and equipment, etc., the insurance monies will be given to the ASDC.

13. MANDATORY OBLIGATIONS

The ASDC shall duly acknowledge TNSDC for funding this project in all publications, reports, publicity, presentations materials, assets/ facilities created, events etc.,

The ASDC shall furnish all deliverables of the project such as full documentation pertaining to common facilities (including equipment), design etc., to TNSDC.

The assets facilities created by the ASDC wholly or substantially out of the Government grants, except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down, shall not be disposed-of, encumbered or utilized for another purpose/ project, without obtaining the prior approval of the Board. In case of winding up or dissolution of the SPV, all the assets acquired to that effect out of the grants-in-aid will become the property of the Government of Tamil Nadu and further handling of the assets will rest with the Government.

The ASDC shall be required to maintain subsidiary accounts of the Government grant and furnish to the GoTN a set of audited statement of accounts after utilization of the grants-in-aid or whenever called for.

The annual report and audited accounts of the ASDC will have to be submitted to the TNSDC and the GoTN.

The accounts of the grants shall be open for inspection by the authority approving the grant-in-aid and audit.

The grants-in-aid should not be a source of profit. If after examination of the Audited Accounts, it comes to the conclusion that the grants-in-aid have been source of profit, then ASDC shall forthwith refund the amount of grants-in-aid to GoTN through TNSDC.

In the event of any liquidation or bankruptcy proceedings or any threatened distress action against the ASDC or any of its assets; the assets and equipments procured for the purpose of the Project out of or with the support of grant- in- aid shall be outside the purview of such proceedings and GoTN may assume the control and management of the ASDC and appoint any of its officer or authorized representative to run the Project.

14. JOINT ROLES AND RESPONSIBILITIES OF LIP, ASDC AND TNSDC

Every trainee shall be awarded a joint certificate on successful assessment as per the guidelines issued by the Board.

All Parties shall establish procedures to facilitate regular contact at the executive and operational levels to discuss issues arising in relation to the Project.

15. MONITORING MECHANISM

The schedules as per paragraphs 6 & 7 of this MoU and any modifications thereto, as approved by the Board shall serve as the primary work schedule for monitoring the Project.

All progress reports shall be submitted by the ASDC in a standardized format on a monthly basis (and aggregated on a quarterly and annual basis) within 7 working days of the completion of the month.

All progress reports shall include the technical and financial progress and the alignment between the two.

TNSDC reserves the right to carry out a physical verification of the ASDC and its training programs,

16. PROJECT REORIENTATION

The scope and the work/ activities of the project maybe re-oriented without deviating from the broad objective and scope of the approved project, subject to Board Approval.

17. FUND UTILIZATION CERTIFICATE (UC) AND PROJECT ACCOUNTS

The Accounts duly audited by external auditors shall be forwarded to TNSDC at the end of each financial year.

Utilization of Fund and maintenance of Accounts shall be done in accordance with the relevant provisions of GFR and shall be subject to Government Audits/ CAG Audits.

18. PATENT AND TECHNOLOGY TRANSFER MECHANISM

The parties recognize the intellectual property rights in all respects for each other.

Technology transfer fees and royalty, if any, shall be decided by mutual consent of TNSDC, and ASDC after achieving key milestones.

19. STATUTORY REQUIREMENTS

All prevailing Laws and Regulations or any other related enactment passed by the Parliament or State Legislature and any rules / laws made there under by the Central or respective State Government shall be adhered to in letter and spirit by the ASDC.

Since the project is sanctioned to the LIP, it shall not be transferred to any other Institution. Transfer of project money within the Organization or with other Organizations under the same Management is not permitted under any circumstances.

If the force majeure conditions continue beyond six months, the signatories shall then mutually decide about the future course of action.

20. MISCELLANEOUS PROVISIONS

The Memorandum of Understanding (MoU) as outlined in this document is intended to be a legally binding document. The agreement shall not diminish the full autonomy of either party, nor any constraints be imposed by either upon the other, and nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the parties.

Any other matter not included in this MoU which is necessary for the smooth functioning of the project shall be finalized by the LIP and TNSDC.

The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/ or paper is allowed as mutually agreed upon by the LIP and TNSDC.

The MoU is not intended to create any legal relation of employer-employee or principal and agent relationship amongst the parties.

Through this Memorandum of Understanding LIP and TNSDC affirm their commitment to fulfill and achieve the objectives mutually agreed upon in this MoU.

21. CONFIDENTIALITY

The signatories will maintain strict confidentiality and prevent disclosure thereof of all information and data exchanged/ generated pertaining to work assigned under this approval letter at all times except with mutual consent. This is subject to the Right to Information Act 2005 (Central Act 22of 2005) and other laws of the land.

22. FORCE MAJEURE

None of the participating agencies/ bodies shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events, such as but not limited to, Acts of God, war, natural calamities such as flood, earthquakes etc., and strike, lockout, epidemics, riots, civil commotion etc., provided on the occurrence of cessation of any such event, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation.

23. VALIDITY OF THE MoU

This MoU comes into force on the date of signing and will remain valid till the SPV remains valid.

24. AMENDMENTS TO THE MoU

No change can be made to this MoU without written consent and approval of all the parties. Additions, deletions and/ or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.

25. RESOLUTION OF DISPUTES

In the event of any dispute between the parties relating to the rights, obligation, duties and responsibilities to this Memorandum of Understanding, it will be resolved by arbitration in accordance with a sole arbitrator to be appointed mutually by the

Parties. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 (Central Act 26 of 1996). The seat of arbitration shall be Chennai.

26. JURISDICTION

The courts at Chennai shall have exclusive jurisdiction in all matters concerning this MoU including any matter arising out of the arbitration proceedings or any award made therein.

27. GOVERNING LAW

Notwithstanding anything contained in this Memorandum of Understanding, in case of any conflict between any of the provisions of this Memorandum of Understanding, the right of interpretation will be governed by the laws of India.

28. TERMINATION

Termination by TNSDC: TNSDC may terminate this arrangement upon 90 (ninety) calendar days' notice in writing or after occurrence of any of the events specified in the paragraphs below:-

- (1) If the LIP/ ASDC does not remedy a failure in the performance of its obligations under the MoU, within 60 (sixty) working days of being notified of such a failure, or within such further period as TNSDC may have subsequently approved in writing;
- (2) If the ASDC becomes insolvent or bankrupt; or
- (3) If, as the result of Force Majeure event, the ASDC is unable to perform a material portion of its obligations for a period of not less than 60 (sixty) working days.

Termination by LIP: The LIP may terminate this MoU upon 90 (ninety) calendar days' notice in writing after occurrence of any of the events specified in paragraphs below:-

- (1) If TNSDC fails to pay any monies due to the ASDC pursuant to this arrangement within 60 (sixty) days after receiving written notice from the LIP that such payment is overdue; or
- (2) If, as the result of Force Majeure, TNSDC is unable to perform a material portion of its obligations for a period of not less than 60 (sixty) days.

(3) The termination of this MoU shall not prejudice or affect in anyway, the rights and benefits accrued or liabilities and duties imposed on the Parties of this MoU.

IN WITNESS WHEREOF the PARTIES HERETO HAVE ENTERED INTO THIS MOU

EFFECTIVE on this THE _____ DAY of _____

For and on behalf of TNSDC	Witness
For and on behalf of _____(LIP)	Witness

Sd/---
Managing Director
Tamil Nadu Skill Development Corporation