

**Request for Proposal (RFP)**  
**For**  
**Selection of Consultancy Firm/Agency for**  
**Project Monitoring Unit (PMU) to support the**  
**implementation of “National Scheme for ITI**  
**Upgradation”**

**Directorate General of Training (DGT), Ministry of Skill Development and  
Entrepreneurship (MSDE), Government of India,**

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## **Disclaimer**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Ministry of Skill Development and Entrepreneurship, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Directorate to the prospective Applicants or any other person. The purpose of this RFP is to provide bidder with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Directorate in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Directorate to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP, except for the purpose of this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct for all intents and purposes other than for limited purpose of giving a background of this scheme and should, therefore, conduct his own investigations and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Directorate accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Directorate, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Directorate reserves the right to change any or all conditions/ information set in this RFP document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the authority may deem fit without assigning any reason thereof.

The Directorate reserves the right to accept or reject any or all proposals without giving any reasons thereof. The Ministry of Skill Development and Entrepreneurship will not entertain or be liable

for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document. The Directorate also accepts no liability whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP. The Directorate may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not further imply that the Directorate is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for consultancy and the Directorate reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Directorate shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the selection process.

## Section 1: Letter of Invitation

Directorate General of Training (DGT),  
Ministry of Skill Development and Entrepreneurship,  
Government of India,  
7th Floor, Kaushal Bhawan,  
New Moti Bagh,  
New Delhi, Delhi-110023

**Subject: Request for Proposal (RFP) for the selection of a Consultancy Firm/Agency for the Project Management Unit (PMU) to support the implementation of the “National Scheme for ITI Upgradation”.**

Directorate General of Training (DGT), Ministry of Skill Development and Entrepreneurship (MSDE), Government of India, intends to engage a Consultancy Firm/Agency for Design and Project Management Unit for the Scheme “National Scheme for ITI Upgradation”, details of which have been provided in the RFP document.

2. Proposals are invited from agencies which have the requisite experience in this field as detailed in the RFP. The salient features of the eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the GeM portal (<https://gem.gov.in>). Important information & tentative dates are as under:

Project Name	Consultancy Firm/Agency for Project Management Unit for the Scheme “National Scheme for ITI Upgradation. The name of Client is Directorate General of Training (DGT), Ministry of Skill Development & Entrepreneurship (MSDE), Government of India
Method of Selection	Quality and Cost Based Selection (QCBS 80:20)
Release date of RFP	<b>27.12.2024</b>
Last date for receiving queries/ requests for clarification	<b>07.01.2025 (1800 Hrs.)</b>
Pre-Bid meeting	<b>10.01.2025 (1100 Hrs.)</b>
Mode of submission	Online
Last date of submission of bid	28.01.2025 (1700 Hrs.)
Opening of Technical Bid date and time	<b>28.01.2025 (1730 Hrs.)</b>
Technical presentation by the bidders followed by key personnel interview	<i>To be intimated separately</i>
Opening of Financial	To be intimated later only to short-listed Applicants

Bid	
Validity of Proposal	120 days from Proposal Due Date(PDD)
Agreement Period	3 years from the date of signing of contract; further extendable up to 3 years contract may be extended further up to maximum 3 years on yearly basis based on satisfactory performance of the successful bidder and based on the sole discretion of DGT on the agreed Terms and Conditions.
Earnest Money Deposit	<p>EMD of Rs. 1,00,00,000/-(Rs One Crore only) in the form of Account Payee Demand Draft, Insurance Surety Bonds, Banker Cheque, Fixed Deposit Receipt, or Bank Guarantee from any of the Commercial Banks in favor of PAO, Ministry of Skill Development and Entrepreneurship and payable at New Delhi. It should be valid till 45 days after validity of proposal.</p> <p>Further, physical copy of the Demand Draft (DD) is required to be submitted to the bid inviting authority at Shri Divyanshu, Deputy Director, DGT, MSDE, 720, Kaushal Bhawan, New Moti Bagh, New Delhi – 110023.</p>
Technical Evaluation	Refer to Section - 8
Contact Person for any clarifications	<p>Shri Divyanshu, Deputy Director (Schemes), Directorate General of Training, Ministry of Skill Development &amp; Entrepreneurship , Kaushal Bhawan, New Moti Bagh, New Delhi – 110023</p> <p>Email : divyanshu.j@dgt.gov.in</p>
Tentative date of commencement of services	<b><i>To be updated as per approval</i></b>

3. Interested applicants are requested to submit their response to the RFP on GeM portal (<https://gem.gov.in>) only. The bidder should not be Debarred and / or blacklisted and / or Suspended by any Central / State Government Department/ other government agencies or government affiliate agencies/ Public Sector Undertakings (PSUs)/ any multilateral agency in the last five Financial Years (FY 2019-20, 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24). A consistent history of court/arbitration decisions against the bidder or existence of ongoing high value disputes may lead to the rejection of the proposal. A self-declaration covering the same as per template given in Form 5 (B) has to be submitted as part of the bid response.

4. The Applicant shall submit its Proposal online (the Technical Proposal and the Financial Proposal), on the GeM portal (<https://gem.gov.in>), duly signed in digital form by the authorized signatory of the Applicant, no later than the date and time specified as the PDD as specified in document, by uploading the complete and legible scanned/digital copies of Technical and Financial Proposal in digital format (i.e. scanned copy of original signed documents and the supporting documents and financial bid in .xls, format). Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this RFP.



6. The bidding firms under this Request for Proposal are requested to carefully study the Scope of Work and technical requirements attached in the bid document.

Yours Sincerely,

A handwritten signature in blue ink, appearing to be 'Divyanshu', with a long horizontal stroke extending to the right.

Divyanshu,  
Deputy Director  
Directorate General of Training (DGT)  
Ministry of Skill Development and Entrepreneurship

## **Section 2: Introduction**

- 2.1** The Directorate General of Training (DGT) in Ministry of Skill Development and Entrepreneurship (MSDE), Govt of India is the apex organisation for development and coordination at National level for the programmes relating to Vocational Training including Women's Vocational Training. The DGT is responsible for overseeing long-term skilling programs, notably the Craftsman Training Scheme (CTS), which provides training courses ranging from 6 months to 2 years. DGT plays a pivotal role of setting policies, standards, and guidelines for these programs, including curriculum design, development, affiliations, and assessments, such as conducting national-level examinations. Training under CTS is carried out through Industrial Training Institutes (ITIs), while instructor training is facilitated by National Skill Training Institutes (NSTIs). The Ministry of Skill Development and Entrepreneurship (MSDE) has also entrusted the DGT with the implementation of apprenticeship training in “Designated Trades,” which provides practical, on-the-job experience for apprentices in various sectors. In addition, DGT runs, from time-to-time schemes for supporting State Govts for strengthening the ITIs and the skilling infrastructure. This ensures a steady stream of skilled workers in various trades for the industry.
- 2.2** ITIs, today offer training in over 160 trades. Over the years, these institutes have consistently been a key focus for the Government of India (GoI), resulting in significant improvements. Over the last 10 years, enrolments have risen from 9.46 lakh to 14.2 lakh, and 23 new age courses have been introduced, aligned with industry demands to ensure that students acquire relevant skills for the evolving job market. While the policy making for affiliation and examination lies with central government, the administrative and financial control of ITIs rests with the State/UT governments.
- 2.3** National Skill Training Institutes (NSTIs), centrally funded institutes managed by the Directorate General of Training (DGT), are focusing on strengthening the skilling ecosystem to match the demand and supply of the job market. The main objective of NSTI is to impart training to the instructors of ITIs in the country. Currently, there are 33 NSTIs (19 women focused and 14 General) spread across country. NSTIs are imparting training both in skills and training methodology for the instructor trainees to make them conversant with methodology of teaching and techniques of transferring hands-on skills, to produce skilled manpower for the industry.
- 2.4** Notwithstanding the important role that ITIs and NSTIs currently play in workforce training in India, there is a pressing need for a comprehensive overhaul to better align these institutions with the demands of a rapidly growing economy. As India looks to expand its formal economy in the coming years, a larger pool of skilled and qualified workers will be essential. A thorough analysis of the existing ITI ecosystem, coupled with insights from multiple parliamentary reports, highlights that the efforts to enhance the capabilities of ITIs and NSTIs require more pragmatic, systemic, and coordinated actions.

- 2.5** This transformation will necessitate a complete overhaul of infrastructure, ensuring modern facilities and state-of-the-art equipment to deliver industry-relevant training. Additionally, an improved governance structure is needed to streamline operations and enhance the effectiveness of these institutions. Moreover, an enabling regulatory environment should be created, one that encourages industries to gradually take greater ownership of the outcomes produced by these training institutions. Lastly, the availability of qualified and skilled instructors must be ensured to maintain the quality and consistency of training, which is critical for meeting future labor market demands.
- 2.6** A centrally sponsored scheme with an outlay of Rs. 60,000 crore (Central Share: Rs. 30,000 crore, State Share: Rs. 20,000 crore and Industry Share: Rs. 10,000 crore) for upgradation of 1,000 Industrial Training Institutes in hub and spoke arrangements with focus on outcome orientation has been announced in Union Budget 2024. The Scheme proposes to establish government-owned, industry-managed Industrial Training Institutes (ITIs), in collaboration with state governments and industry.
- 2.7** 20 lakh youth will be skilled over a 5-year period in courses aligned to the human capital requirement of industries in the catchment area of upgraded ITIs, thus facilitating industries, including MSMEs, in finding employment-ready manpower. The course content and design will be aligned to skill needs of the industry, and new courses will be introduced for emerging needs, including IR 4.0, Green skills, and other emerging areas.
- 2.8** Given the scale at which this upgradation will be implemented, scheme design, planning with detailed guidelines and robust monitoring tools will be critical. Additionally, risk management needs to be proactive, identifying potential challenges and devising strategies to mitigate them well in advance. To achieve these ambitious goals, DGT desires to engage an agency capable of providing strategic supporting both the design and implementation of this comprehensive program. This agency will play a crucial role in shaping the overall structure, ensuring seamless execution, and driving the transformation of ITIs into dynamic institutions that meet the future needs of India's economy.
- 2.9** The ITI UPGRADATION scheme is proposed to have two components:
- 2.9.1** Component I: Upgradation of ITI in Hub and Spoke Model with revamped trades (courses)
- 2.9.2** Component II: Transforming identified NSTIs, currently for training of trainers into exemplar skill training institutions
- 2.10** The Directorate intends to engage a reputed Consultancy Firm/Agency, for a period of three (3) years, further extendable up to 3 years, to provide consultancy for design, technical and project management support for the scheme "National scheme for Upgradation of ITIs" to the Directorate General of Training (DGT), MSDE during the period of the scheme. The selected Consultancy Firm/Agency will establish a PMU (Project Management Unit) for the

scheme's implementation at the Ministry level and may extend it to the regional level as per the existing agreement.

## Section 3: Scope of Work

### 3.1 Scope of Work

The Project/Programme Management Unit (PMU) will fully support the Directorate to implement the Scheme “National Scheme for ITI Upgradation” through the following major domain intervention as may be required:

#### A. Programme Setup (Duration 4 months):

The PMU’s task will be to provide research based support, documentation for developing the scheme guidelines. The guidelines will include, but is not limited to:

- i. Defining the roles and responsibilities of all stakeholders, including the functioning model and structure for Special Purpose Vehicles (SPVs) for upgradation of 1000 ITIs in Hub and Spoke model.
- ii. Creating a detailed scheme implementation plan along with a five-year roadmap.
- iii. Identifying 1000 ITIs for upgradation in Hub and Spoke model, based on strategic criteria.
- iv. Developing a needs analysis framework for civil and training infrastructure modernization.
- v. Establishing a framework for the modernization of training curriculum content.
- vi. Designing a framework for the training of trainers.
- vii. Creating a roadmap for the development and rollout of a Learning Management System (LMS).
- viii. Supporting the Directorate in the official scheme launch.

#### B. Post-Setup Support (Duration 2 years 8 months):

After the initial four months, the PMU will continue to support the Directorate for the remaining duration of two years and eight months in the following areas:

- i. **Project Management Support:** Ensuring effective execution and timely delivery of the scheme’s objectives, including periodic reviews and course corrections as necessary.
- ii. **Financial Management Support:** Assisting in budgeting, fund allocation, and tracking expenditure to ensure financial efficiency and transparency.

- iii. **Monitoring and Evaluation Support:** Developing and executing a robust monitoring and evaluation (M&E) framework to assess the scheme's impact and progress against set goals.
- iv. **Procurement and Vendor Management Support:** Managing the procurement process, vendor selection, and ensuring compliance with procurement policies while maintaining quality standards for goods and services procured under the scheme.

### **3.2 Request for Proposals**

- 3.2.1 The Directorate invites proposals for selection of Consultancy firm/agency for Project Monitoring Unit (PMU) for the Scheme” “National Scheme for ITI Upgradation” as announced in Union Budget 2024.
- 3.2.2 The Directorate intends to select a Consultancy Firm/agency to provide manpower for the PMU, through a competitive bidding through open invitation to bid, in accordance with the Quality cum Cost Based Selection (QCBS) (80:20) method procedure set out herein.

### **3.3 RFP Document**

- 3.3.1 The RFP document will be available on GeM portal (<https://gem.gov.in>). Applicants can download the RFP document directly from the GeM portal and shall not tamper/modify it. In case if the same is found to be tempered/modified in any manner, proposal will be summarily rejected.

### **3.4 Due diligence by Applicants**

- 3.4.1 Applicants are encouraged to get informed about the assignment and the local conditions before submitting the proposal by attending a Pre-Proposal Conference/ Pre-Bid meeting on the date and time specified.
- 3.4.2 Bidders shall bear all the costs associated with the preparation and submission of their proposals. The Directorate 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 Bidders.

### **3.5 Availability of RFP Document**

- 3.5.1 The RFP document can be downloaded from GeM portal (<https://gem.gov.in>).

### **3.6 Validity of the Proposal**

- 3.6.1 The Proposal shall remain valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

### **3.7 Brief description of the Selection Process**

**3.8** The Directorate has adopted a two-stage selection process (the “Selection Process”) for evaluating the proposals comprising of technical and financial bids, which need to be submitted separately on the GeM Portal. In the first stage, a technical evaluation will be carried out as specified in Section 8. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked applicant (H1) will be issued the LoI/AoC.

### **3.9 Currency for payment**

**3.9.1** All payments to the Consultant shall be made in the Indian Rupees (INR) in accordance with the provisions of this RFP.

## **Section 4: Instructions to Bidders**

### **4.1 Definitions**

- i. “Directorate” means Director General of Trainings (DGT) who has invited bids for Selection of an Agency for setting up a Project Monitoring Unit (PMU) for Scheme “National Scheme for ITI Upgradation”, with whom the selected agency will sign the contract for providing the services as per the terms and conditions of the contract and Terms of Reference (TOR) of this RFP.
- ii. “Ministry” means the Ministry of Skill Development and Entrepreneurship, Government of India (GoI).
- iii. “Client” means Directorate General of Training (DGT), Ministry of Skill Development and Entrepreneurship, Govt. of India, New Delhi
- iv. “Consultant” means any entity or person or associations of person who is selected to provide the services to the Ministry under the contract.
- v. “Bidder” means the any entity or person or associations of person who will be participating in the bidding process for this RFP.
- vi. “Contract” means a legally binding written agreement signed between the Client and the Consultant.
- vii. “Day” means calendar day.
- viii. “Government” means the Government of India.
- ix. “Instructions to Applicants” means the document which provides bidders with all information needed to prepare their proposals.
- x. LOI means the Letter of Invitation being sent by the Client to the consultant. “AOC” means Award of Contract.
- xi. “Personnel” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof.
- xii. “Experts” means, Key Experts or any other personnel of the consultant.
- xiii. “Key Expert(s)” means an individual professional whose skills, qualification, knowledge and experience are critical to the performance of the services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- xiv. “Proposal” means the Technical Proposal and the Financial Proposal.



- xv. “RFP” means the Request for Proposal prepared by the DGT, Ministry of Skill Development and Entrepreneurship, for the selection of Consultant, based on the RFP.
  - xvi. “Assignment / job” means the work to be performed by the consultant.
  - xvii. “Terms of Reference” (TOR) means the document included in the RFP as Section 9 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Assignment/job.
- 4.1.1 The Client named in the Data Sheet (Section 1) will select a consultancy agency/firm in accordance with the method of selection specified in the data sheet (Section 1). Bidders are advised that the selection of consulting Agency shall be on the basis of an evaluation by client through the selection process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that client’s decisions are final without any right of appeal whatsoever.
- 4.1.2 The Bidders are invited to submit Technical and Financial Proposals (collectively called as- the ‘proposal’), as specified in the data sheet, for the services required for the assignment. The proposal will form the basis for grant of Award of Contract to the selected consulting Agency. The successful bidder shall carry out the assignment in accordance with the Terms of Reference (TOR) of RFP.
- 4.1.3 The bidder shall submit the proposal in the form and manner specified in this RFP. The proposal shall be submitted as per the forms given in relevant sections herewith.
- 4.1.4 Bidder shall bear all costs associated with the preparation and submission of their proposals and their participation in the selection process, and technical presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by client or any other costs incurred in connection with or relating to its proposal. The client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to grant of Award of Contract, without thereby incurring any liability to the applicants.
- 4.1.5 Client requires that the applicant shall hold client’s interests paramount, avoid conflicts with other assignments or with its own interests and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the project.

- 4.1.6 It is the Client's policy to require that the applicants observe the highest standard of ethics during the selection process and execution of work/assignment. In pursuance of this policy, the client:
- a. Will reject the proposal for award if it determines, at any stage/time, that the bidder has engaged in corrupt or fraudulent activities in competing for the Award of Contract in question;
  - b. Will declare an applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or Work Order if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for and in executing the Award of Contract.
- 4.1.7 The evaluation will be done in accordance with clause 4.14
- 4.1.8 No Bidder shall submit more than one Application.
- 4.1.9 Sub-contracting is not allowed.

## **4.2 Dispute Resolution**

- 4.2.1 If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Secretary, MSDE whose decision shall be final and binding on the parties. In case of non- resolution at Secretary, MSDE, the dispute resolution shall be dealt through legal standard procedure within the jurisdiction of NCT of Delhi. Arbitration proceedings as may be required will follow the guidelines as prescribed in Department of Expenditure OM dated 03.06.2024.

## **4.3 Arbitration**

- 4.3.1 In the case of dispute arising upon or in relation to or in connection with the Contract between the Ministry and the Agency, which has not been settled amicably, any Party can refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 . Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Ministry and the Agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the Parties which shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the Parties to reach a consensus regarding the appointment of the third arbitrator within a period of thirty (30) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by Secretary, MSDE. The Arbitration and Conciliation Act, 1996/Arbitration and Conciliation (Amendment) Act 2015 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings. However, arbitration may be restricted to disputes with a

value less than ₹ 10.00 Cr (value of dispute and not the value of contract). In all other cases, arbitration will not be a method of dispute resolution.

- 4.3.2 Arbitration proceedings shall be held at New Delhi and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.
- 4.3.3 The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Ministry of Skill Development and Entrepreneurship and the Agency. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.
- 4.3.4 Notwithstanding any references to arbitration, the parties shall continue to perform their respective work/ obligation under the Contract.

#### **4.4 Termination of assignment**

- 4.4.1 Client will have the right to terminate the assignment by giving 30 (thirty) days' notice in writing. In the event of termination for no fault of the Consultant (Bidder), the Client will reimburse all the expenses incurred by the consultant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the consultant or in case of termination of the assignment by the consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the consultant.

#### **4.5 Right to reject any or all Proposals**

- 4.5.1 Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any proposal and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 4.5.2 Without prejudice to the generality of above, the Client reserves the right to reject any proposal if:
  - a. at any time, a misrepresentation is made or discovered, or
  - b. the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- 4.5.3 Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occur after the Proposals have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the EMD of such bidder is liable to be forfeited.

#### **4.6 Acknowledgement by Bidder**

4.6.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Client;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
- d. satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest;
- f. agreed to be bound by the undertaking provided by it under and in term hereof, and
- g. conducted its own investigations and analysis and checked the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtained independent advice from appropriate sources.

4.6.2 The Client and/ or its advisors shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the selection process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

#### **4.7 Clarification and amendment of RFP documents**

4.7.1 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative/discretion or in response to a clarification requested by a prospective Bidder, modify/ update the RFP documents by way of an amendment. Only the amendments/ corrigenda posted on GeM portal shall be valid. In order to provide the Bidders a reasonable time for taking an amendment into account, the DGT, Ministry of Skill Development and Entrepreneurship, may at its discretion extend the Proposal Due Date.

#### **4.8 Earnest Money Deposit (EMD)**

4.8.1. An EMD of Rs 1,00,00,000/- (Rs One Crore only), in the form of Demand Draft (DD), Insurance surety bond, Banker's Cheque, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Bank with the validity for a period of forty-five days beyond the final bid validity period, in favour of, PAO, Ministry of Skill Development and Entrepreneurship and payable at New Delhi must be submitted by each Bidder. Physical copy of the EMD is required to be submitted to the Bid inviting Authority, Shri Divyanshu, Deputy Director, DGT, MSDE, 720, Kaushal Bhawan, New Moti Bagh, New Delhi – 110023 within 5 days of opening of the Bid on GeM otherwise the Bid will be summarily rejected. Validity of the EMD submitted shall be 45 days after the proposal validity date.

- 4.8.2 A scanned copy (in pdf format) shall also be uploaded on GeM portal. Proposals not accompanied by EMD shall be declared as non-responsive. No interest shall be payable by the Ministry for the sum deposited as earnest money deposit.
- 4.8.3 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful Consultant. The EMD shall be forfeited by the Employer in the following events:
- If the proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
  - If the proposal is varied or modified after opening the Proposal during the validity period or any extension thereof.
  - If the consultant tries to influence the evaluation process.
  - If the first ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

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The shortlisted agencies who are registered with Micro and Small Enterprises (MSEs) as defined in MSE Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization of Govt. of India for the services to be provided under this RFP are exempted from submission of bid security. In such case, bidder should submit copy of MSME registration and documents showing exemption from submission of bid security.

Start-ups recognized by the Department for promotion of Industry and Internal trade (DPIIT) are exempt from paying bid security.

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## **4.9 Performance Guarantee**

- 4.9.1. The selected consultant for the schemes shall be required to furnish a Performance bank Guarantee equivalent to 5% of the contract value rounded off to the nearest thousand Indian Rupees in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favor of PAO, Ministry of Skill Development and Entrepreneurship at New Delhi for the period of contract, with 60 days claim period beyond the completion of all contractual obligations. The bank guarantee must be submitted after award of contract but before signing of the consultancy contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any

dues recoverable/payable from/by the Consultant on any account under the contract. On submission of performance guarantee and after signing of the contract, EMD would be returned. Format for the Performance Guarantee is attached at Appendix I.

- 4.9.2 Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender nor debarred on the date of contract."
- 4.9.3 The bidder should not be Debarred and / or blacklisted and / or Suspended by any Central / State Government Department/ other government agencies or government affiliate agencies/ Public Sector Undertakings (PSUs)/ any multilateral agency in the last five Financial Years (FY 2019-20, 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24). A consistent history of court/arbitration decisions against the bidder or existence of ongoing high value disputes may lead to the rejection of the proposal. A self-declaration covering the same as per template given in Form 5 (B) has to be submitted as part of the bid response

#### **4.10 Preparation of Proposals**

- 4.10.1 Bidders are requested to submit their Proposal in English strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 4.10.2 In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document.

#### **4.11 Technical Proposal**

- 4.11.1 The technical proposal should provide the documents as prescribed in this RFP. No information related to financial proposal should be provided in the technical proposal.
- 4.11.2 The format for submission of the technical bid is furnished in Form TECH-I of Section – 6 of the RFP.
- 4.11.3 Failure to comply with the requirements spelt out above shall lead to deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.
- 4.11.4 Bidders should note the Proposal Due Date, as specified in Data Sheet (section 1), for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only on the basis of documents received by/before the closing time of Proposal Due Date as specified in Data Sheet. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if

submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

## **4.12 Financial Proposal**

- 4.12.1 While preparing the Financial Proposal, Bidders are expected to take into account, the various requirements and conditions stipulated in this RFP document. The Financial Proposal shall be prepared using the prescribed Form (Section 7). The Financial Proposal should be a lump sum Proposal inclusive of all the costs including all taxes (except GST) associated with the Assignment. Bidders shall separately provide monthly fee of each category of resource as envisaged in Form 7.2 : Summary of costs.
- 4.12.2 The bidder shall prepare the bid based on details provided in the Proposal Documents. However, it must be clearly understood that the specifications and requirements are intended to give the bidders an idea about the order and magnitude of the work and are not in any way exhaustive and guaranteed by the DGT, Ministry of Skill Development and Entrepreneurship.
- 4.12.3 The Financial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, Insurance, levies, works contract/ and other charges as may be applicable in relation to the activities proposed to be carried out except GST.
- 4.12.4 The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.
- 4.12.5 The proposal should be submitted as per the Standard Financial Proposal submission form prescribed in this RFP.
- 4.12.6 Applicants shall express the price of their services in Indian Rupees only.

## **4.13 Submission, Receipt and Opening of Proposal**

- 4.13.1 The Proposal shall be submitted through GeM portal (<https://gem.gov.in>). Proposal received in any other manner shall not be considered. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance to following format **[firm name. applicant name]**. Applicant name should contain only first two words of its name.
- 4.13.2 The Authorized Representative of the Applicant should authenticate EMD details, Pre-qualification, Technical and Financial Proposal.
- 4.13.3 No proposal shall be accepted after the due date for submission of Proposals.

- 4.13.4 After the deadline for submission of proposals the Proposals shall be opened online on GeM. Further, proposals shall be evaluated whether the Bidders meet the prescribed Minimum Qualification Criteria. The Technical and Financial Proposals shall remain sealed.
- 4.13.5 From the time the proposals are opened to the time the contract is awarded, the applicants should not contact the DGT/Ministry on any matter related to its Technical and/ or Financial Proposal. Any effort by applicants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the applicants' proposal forthwith.
- 4.13.6 The proposal of the applicant shall be valid for 120 days from the proposal due date.

#### **4.14 Proposal Evaluation**

- 4.14.1 As part of the evaluation, the Pre-Qualification Proposal submitted (Section 5) shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 4.14.2 Evaluation of Technical Proposals: The Consultancy Evaluation Committee (CEC) shall evaluate the Technical Proposals with reference to the Terms of Reference taking into account the evaluation criteria and sub- criteria in Section 8. In the first stage of evaluation, a proposal shall be rejected if it is found deficient. Only complete proposals satisfying all the criteria shall be further taken up for further evaluation. Evaluation of the technical proposal will be considered initially and the financial bids shall remain unopened, at this stage.
- 4.14.3 The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined below:
- Preliminary examination of Technical Proposal: The CEC will examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order.
  - Evaluation and comparison of technical proposals: The technical evaluation shall be done by the CEC on the basis of the criteria specified in Section 8.
  - Only the Bidders who have secured 70% and above in the technical evaluation shall be considered as technically qualified and only their financial bids shall be opened.



- 4.14.4 To assist in the examination, evaluation and comparison of Proposals, the CEC may at its discretion, ask the Bidder for clarification of its Proposal, if any. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered, or permitted.
- 4.14.5 Client's right to vary requirements at the time of award: The Client reserves the right at the time of award of contract to vary the quantity of services specified in the Proposal with suitable change in price or other terms and conditions.
- 4.14.6 Client reserves the right to seek clarifications or additional information from the applicant during the evaluation process.
- 4.14.7 The CEC will recommend opening of the Financial Proposals of only Technically Qualified Bidders, at the time, date & place, as decided by the Ministry.
- 4.14.8 Preliminary examination of Financial Proposal: Each Financial Proposal will be examined by the CEC. In case of any errors, the final bid amount in the financial proposal will be considered as the final offer from the bidder. If there is a discrepancy between words and figures, the amount in words will prevail.

#### **4.15 Final Selection**

- 4.15.1 The final selection of the consultant would be based on QCBS (Quality-Cum Cost Based) Methodology. The technical score would be calculated for each Bidder based on the evaluation criterion by CEC and all the bidders who get at least 70 marks out of 100 would be considered based on the assessment by CEC as per the scoring matrix for evaluation. Applicants who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation. The financial score would be calculated through a normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this. Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in the ratio of 80:20. The applicant with the highest weighted score would be awarded the contract.

#### **4.16 Commercial Bid Evaluation**

- 4.16.1 The Financial Bids of technically qualified bidders will be opened on the prescribed date.
- 4.16.2 If a consultant quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 4.16.3 The bidder with lowest financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point '4.16.2' above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

$$\text{Financial Score of Bidder (Fn)} = \left( \frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of the Bidder}} \right) * 100$$

*(Adjusted to two decimal places)*

- 4.16.4 Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- 4.16.5 The bid price will include all taxes and levies and shall be in Indian Rupees.
- 4.16.6 Any conditional bid would be rejected.
- 4.16.7 Errors and Rectification: Arithmetical errors will be rectified on the following basis “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 4.16.8 Total cost excluding GST associated with the assignment for Lump-sum costs in financial bid will be considered for financial evaluation.

#### **4.17 Combined and Final Evaluation**

- 4.17.1 The technical and financial scores secured by each bidder will be added using weightage of 80% and 20% respectively to compute Overall Score of the bidder.
- 4.17.2 The overall score will be calculated as follows:

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**QCBS calculation formula:**

$$\text{Overall Bid Score, Bn} = [\text{Xt.} * \text{T}] + \text{Xf.}(\text{Clow}/\text{C}*100)]$$

**Where;**

**Bn = Overall score of the Bidder**

**T = Total Technical Score awarded to the bidder**

**C= Price offered by the bidder**

**Clow= The lowest of all prices offered ( L1 price)**

**Xt =Weightage of the technical evaluation (80%)**

**Xf= Weightage of the Financial evaluation (20%)**

**Firm obtaining highest Overall Bid Score (H1) will be awarded the contract subject to fulfilling other terms and conditions of this RFP.**

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- 4.17.3 In the event the composite bid score are “tied”, the bidder securing highest technical score will be adjudicated as the successful bidder for award of the Project.

#### **4.18 Duration**

- 4.18.1 The tenure of assignment/ contract would be for a period of three (3) years from date of signing of agreement [Programme Setup (Duration 4 months) and Post-Setup Support (Duration 2 years 8 months)]. The contract may be extended further up to maximum 3 years on yearly basis based on satisfactory performance of the successful bidder and based on the sole discretion of DGT on the agreed Terms and Conditions.

#### **4.19 Award of Contract**

- 4.19.1 After selection, the DGT shall issue a Letter of Intent (LOI)/Award of Contract (AOC) to the selected Consultant and promptly notify all other Bidders who have submitted proposals about the decision taken.
- 4.19.2 The selected consultant will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract (Annexure-I), within 15 days of receipt of the signed copy of letter of intent (LOI)/AOC from DGT to bidder. The copy of the draft contract is enclosed at Annexure-I. In the event the Letter of Intent (LOI)/AOC duly signed by the Successful Bidder is not received by the stipulated date, the Ministry may, unless it consents to extension of time for submission thereof, forfeit the Earnest Money Deposit of such Applicant. In such case, LoI/AOC should be cancelled and fresh procurement initiated.
- 4.19.3 The selected Consultant is expected to commence the assignment/job within two weeks from the date of signing of the Contract.

#### **4.20 Confidentiality**

- 4.20.1 Information relating to evaluation of proposals and recommendation concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of any information related to the process may result in the rejection of its proposal and blacklisting. The successful bidder and personnel shall not either during the term or after expiration of contract disclose any proprietary or confidential information relating to the services, contractor business or operations of DGT without the prior written consent of the DGT. The successful bidder shall ensure that no information about the software, hardware, and database or policies of the DGT or any other confidential or proprietary information of the user DGT/Ministry is removed or taken out in any form

including electronic form or otherwise, from the work site by the manpower posted by them. The successful bidder will sign the Integrity Pact as per Annexure III

#### **4.21 Fraud and Corrupt Practices**

- 4.21.1 The Bidders and their respective officer(s), employee(s), agent(s), representative(s) and adviser(s) shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through its officer(s), employee(s), agent(s), representative(s) and adviser(s), engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's proposal.
- 4.21.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the Award of Contract or the Agreement, if an Applicant or Consulting Agency, as the case may be, is found by the Client to have directly or indirectly or through its agent(s)/representative(s), engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Award of Contract or the execution of the Agreement, such Applicant or Consulting Agency shall not be eligible to participate in any tender or RFP issued by the Client during a period of 5 (five) years from the date such Applicant or Consulting Agency, as the case may be, is found by the Client to have directly or through its agent(s)/representative(s), engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.21.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. corrupt practice' means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the Award of Contract or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the

Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Award of Contract or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award of Contract or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- b. Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. Coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d. undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **4.22 Pre-Bid Meeting**

4.22.1 Pre-Bid Meeting : (11:00 Hrs, 10-01-2025 and Mode (offline/Online), Kaushal Bhanwan, New Moti Bagh, Chanakyapuri, New Delhi.)

#### **4.23 Miscellaneous**

4.23.1 The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

4.23.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Applicant in order to receive clarification or further information;
- c. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
- d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

4.23.3 It shall be deemed that by submitting the Proposal, the Applicants agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any

way related to or arising from the exercise of any rights and/or performance of any obligation hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

- 4.23.4 All documents and other information provided by Client or submitted by an Applicant to the Client shall remain or become the property of the Client. Applicants and the Consulting Agency, as then case may be, are to treat all information as strictly confidential. Client will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to the Client in relation to the assignment shall be the property of the Client.
- 4.23.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience.

## 5. Section 5: Minimum qualification criteria for the bidders

### 5.1 Minimum Qualification Criteria

S. No.	Basic Requirement	Minimum Qualification Criteria	Document
1	Registration	The Bidder should be a company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 operating for the last five years. Bidder should be registered with the Service Tax Authorities.	Form 5 B and certificate from Registrar of Companies, PAN, GSTN certificate.
2	Consortium/Joint ventures	Bidder should be an individual organization. Consortiums/Joint Ventures are not allowed.	Self-Declaration on letterhead that bidding firm is neither a Consortium nor a Joint Venture.
3	Turnover from consulting services	The bidder should have a positive net worth and a minimum average annual turnover of Rs. 200 crores from India operations in business consulting services in previous five financial years(FY2019-20, FY 2020-21, FY 2021-22, FY2022-23, and FY2023-24).	Form 5C, P&L Account, Balance sheet. CA certified account statements with name of CA along with his/ her registration number, signature, UDIN and stamp.
4	Manpower Strength	Bidding firm should have at least 200 manpower strength having requisite education, qualification, and experience in their direct payroll.	Form 5D Self-certification from the HR Head of the organization.
6	Project Management Experience	Bidder should have executed /be executing (of minimum duration two (2 years) years a minimum of Three (3) contracts of similar nature from distinct clients, over the past 5	6.2 (A) Form Tech 3

S. No.	Basic Requirement	Minimum Qualification Criteria	Document
		years in Skill Development/ TVET sector. Bidders must furnish details of projects executed in India only.	
5	Blacklisting	The bidder should not be Debarred and / or blacklisted and / or Suspended by any Central / State Government Department/ other government agencies or government affiliate agencies/ Public Sector Undertakings (PSUs)/ any multilateral agency in the last five Financial Years (FY 2019-20, 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24). A consistent history of court/arbitration decisions against the bidder or existence of ongoing high value disputes may lead to the rejection of the proposal. A self-declaration covering the same as per template given in Form 5 (B) has to be submitted as part of the bid response.	5.3 Form 5 (B)



## 5.2 Form 5A: Pre-Qualification Proposal Submission Form

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Format for pre-qualification proposal

**To**

Shri Divyanshu,  
Deputy Director (Schemes),  
Directorate General of Training,  
Ministry of Skill Development & Entrepreneurship  
Kaushal Bhawan,  
New Moti Bagh,  
New Delhi – 110023

**Sub: RFP dated (date) for selection of Consulting Agency for setting up a Project Monitoring Unit (PMU) for the scheme “National Scheme for ITI Upgradation”.**

**Dear Sir/ Madam,**

With reference to your RFP document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as Consulting Agency for Scheme “**National Scheme for ITI Upgradation**”. The Proposal is unconditional and unqualified.

- a. We are submitting our Proposal as [name of the Applicant].
- b. We understand you are not bound to accept any Proposal you receive.

Further:

2. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consulting Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consulting Agency for the aforesaid Project.

4. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. We certify that we have not been Debarred and / or blacklisted and / or Suspended by any Central / State Government Department/ other government agencies or government affiliate agencies/

Public Sector Undertakings (PSUs)/ any multilateral agency in the last five Financial Years (FY 2019-20, 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24). Any bidder who has ever been debarred / disqualified to participate in any bid on GeM portal will not be eligible to apply. A self-declaration covering the same as per template given in Form 5 (B) has to be submitted as part of the bid response.

**7. We declare that:**

- a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
- b. We do not have any conflict of interest in accordance with the terms of the RFP.
- c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Ministry or any other public sector enterprise or any Government, Central or State; and
- d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- e. I certify that (Name of bidder) have never been debarred / disqualified to participate in any bid on GeM portal.

8. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consulting Agency, without incurring any liability to the Applicants.

9. We agree to keep this offer valid for 120 (One hundred twenty) days from the Proposal Due Date specified in the RFP.

10. The Technical Proposal and Financial Proposal is being submitted separately. This Pre-Qualification Proposal read with the Technical Proposal and Financial proposal shall constitute the application which shall be binding on us.

11. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Signature

Name and title of Authorized signatory/Authorized Representative (Name of Firm)

Address:

Telephone:

Email:

(Name and seal of the Applicant/Authorized Representative)

**5.3 Form 5B: Self-certification of Minimum Eligibility and of not being blacklisted**

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[Location, Date]

Here gives a certificate that the Consulting Agency is a registered firm under Companies Act, 1956 or a partnership firm under LLP Act, 2008 registered with the Goods and Services Tax Authorities should have been operating for the last five years\* and the bidder has not been blacklisted/debarred by any agency of central Government/ State Government/ any other regulatory authority in India as per Rule 151 of the General Financial Rules, 2017, as amended and guidelines issued in this regard by Department of Expenditure vide OM no. F.1/20/2018-PPD dated 02.11.2021.

I certify that (Name of bidder) have never been debarred / disqualified to participate in any bid on GeM portal.

If at any time it is found that the Consulting Agency did not have the capabilities as enumerated above, DGT may put the Consulting Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty

***\*Kindly provide supporting documents of being registered firm/incorporation certificate***

***\*\*Kindly provide details if the company has been blacklisted in the past with the relevant supporting documents.***

#### **5.4 Form 5C: Annual Turnover of Applicant from Business Consultancy Service**

Format for pre-qualification proposal

S.No.	Financial Year	Revenue from Business Consulting Services (INR)	Organization's Net Worth
1	2019-20		
2	2020-21		
3	2021-22		
4	2022-23		
5	2023-24		

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments from business Consultancy services shown above against the respective years.

Name of Authorized Signatory,  
Designation

Name of Audit firm  
Signature of Authorized Signatory Seal of Audit firm  
UDIN No

*Note:* In case the Applicant does not have a statutory auditor, it may provide the certificate from any other Chartered Accountant.

## 5.5 Form 5D: Capability of the bidder Required document

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Format for pre-qualification proposal

***Certificate from appropriate authorized signatory along with the total work experience and number of years of service with the bidder's company [format for pre-qualification proposal]***

(On Company's letterhead)

I have carefully gone through the Terms & Conditions contained in the Document for (Name of Assignment). I hereby declare that my company (name to be specified by bidder) has (number to be defined by bidder) technically qualified full- time Consultants working in Consultancy in India on its payroll at the submission of the bid.

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

(Name and seal of Bidder)

## 6. Section 6: Technical proposal forms

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### 6.1 Form Tech-1: Letter of proposal submission

Format for technical proposal

Location:

Date:

To

Shri Divyanshu,  
Deputy Director (Schemes),  
Directorate General of Training,  
Ministry of Skill Development & Entrepreneurship  
Kaushal Bhawan,  
New Moti Bagh,  
New Delhi – 110023

Dear Sir/Madam,

We the undersigned, offer to provide the Consultancy assignment for setting up a Project Monitoring Unit (PMU) for Scheme “**National Scheme for ITI Upgradation**” of the Directorate General of Training, Ministry of Skill Development and Entrepreneurship, Govt. of India, in accordance with your Request for Proposal dated (Insert Date). We are hereby submitting our Technical Proposal for selection as consulting agency for PMU for “**National Scheme for ITI Upgradation**”. The Proposal is unconditional and unqualified.

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

3. The Financial Proposal is being submitted separately on GeM Portal. This Technical Proposal read with the Financial Proposal shall be binding on us.

4. We understand that the Ministry is not bound to accept any proposal received without due diligence.

Yours sincerely,

Authorized signature (in full and details):

Name and Title of Signatory:

Name of agency

## 6.2 Tech-2- Technical proposal

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### Format for technical proposal

#### **6.2.1 Description of methodology, work plan, organization for performing the present assignment: The Consultant must present his/her Technical Proposal divided into the following six components:**

- a) Information regarding the applicant/bidder's organization.
- b) Experience of Bidder as per Criteria & Sub Criteria stated under **6.2 A.**

*{Only list assignments for which the Consultant was legally contracted by the Client as a company. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as relevant experience of the Consultant. Consortiums, partners, and sub-consultants are not permitted, and any assignments completed under such arrangements will not be accepted. The Consultant must substantiate all claimed experience by providing copies of relevant contracts, agreements, and client references. Failure to provide adequate documentation will result in the exclusion of the claimed experience from consideration.}*

- c) Availability of experts (please provide an overview on key experts and commitment, highlighting expertise) with CV under **6.2 B.**
- d) Approach and methodology (20 Pages max.)
- e) Work plan for performing the assignment under **6.2 C.**

*{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}*

- f) Deployment plan for performing the assignment under **6.2 D.**

*{Please outline the plan for the deployment of key personnel and non-key resources required for the assignment. This should include the alignment of resources with the project tasks, clearly defined roles and responsibilities of each team member, and the adequacy of resource allocation across all tasks. The plan should specify the phasing of deployment, and how the team will be organized to meet project milestones. The deployment plan should be consistent with the overall project schedule and demonstrate consultant's ability to efficiently utilize resources for successful project execution.}*



## 6.2 (A) Form Tech 3: Format for highlighting relevant experience

Format for Experience of Bidder as per Criteria & Sub Criteria

Please give details of minimum three (3) projects (including ongoing projects of minimum duration of two (2) years) of similar nature executed within the last five (5) years on a separate sheet.\*

Assignment Name:	Approx. value of the contract
Country: Location within the Country:	Duration of assignment (months)
Name of client	Total number of staff-months
Address of Client	Completion Date (Month/Year)
Name of Project Manager involved, and functions performed:	
Names of professionals and qualification details:	
Description of Actual Services Provided by Your Staff:	

***\*Kindly provide supporting documents such as contract/Work Order copy /completion certificate etc. The Similar experience of PMU in Skill/Education/TVET/Rural Development/ Health/ social sector shall be considered. The EC shall evaluate the similar work experience of the bidders.***

***\*Please note that the experience will not be counted if the relevant supporting document is not attached.***

***\*Please provide experience of the registered firm/company/partnership who is applying (do not share experience of sister companies/subsidiaries).***

***\* Bidders has to furnish details of projects executed in India only.***

***\* Please attach a clear scan copy of the supporting documents.***

## 6.2 (B) Form Tech- 4: Curriculum vitae (CV)

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Format for Availability of experts (please provide an overview on key experts and commitment, highlighting expertise) with CV

1. Proposed Position:

[For each position of key personnel, separate form Tech-4 will be prepared]

2. Name of Institution/agency:

(Insert name of consultancy proposing the staff):

3. Name of Staff:

(Insert full name):

4. Date of Birth:

5. Nationality:

6. Education:

7. Membership of Professional Associations:

8. Other Training (In detail):

9. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since first employment, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:	
Employer:	
Name of Assignment/ job or Project/Programme:	
Location:	
Main Project/Programme features:	
Positions held:	
Activities performed:	

10. Undertaking:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of Consultant proposed in the CV]

## 6.2 (C) Form Tech 5: Work Schedule and planning for deliverables

Format for Work Schedule and planning for deliverables

Nº	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
<b>D-2</b>	{e.g., Deliverable #2:.....}												

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

## 6.2 (D) Form Tech 6: Team Composition, Assignment, and Key Experts' inputs

Format for Team Composition, Assignment, and Key Experts' input

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)
		Position		D-1		D-2		D-3	.....	D-...		
<b>KEY EXPERTS</b>												
K-1	{e.g., Mr. Abbbb}	[Team Leader]		[2 month]		[1.0]		[1.0]				
K-2												
											<b>Total</b>	

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

### 6.3 Form Tech-7: Team composition and task assignment/jobs\*

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Format for technical proposal

Name of proposed individual	
Position	{e.g., Team Lead }
Duration	
Required Qualification	
Required Experience	
Area of Expertise	
Abridged Information on work experience (in less than 200 words)	
Rationale for suitability in reference ToR	
Name of proposed individual	
Position	{e.g., Project Manager }
Duration	
Required Qualification	
Required Experience	
Area of Expertise	
Abridged Information on work experience (in less than 200 words)	
Rationale for suitability in reference ToR	

**\*Note:**

- I. *This information is strictly required for all key experts to be deployed on the project. The Bidder must refrain from providing any details of non-key experts or other employees who will not be directly involved in the project.*

## **6.4 Tech 8 : Information regarding any conflicting activities and declaration**

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Format for technical proposal

We hereby declare that our firm, our associate / group firm have not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information; our proposals/contract shall be rejected/ terminated by the Employer which shall be binding onus.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## Section 7: Financial proposal forms

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### 7.1 Letter of proposal submission

Format for technical proposal

Location:

Date:

To  
Shri Divyanshu,  
Deputy Director (Schemes),  
Directorate General of Training,  
Ministry of Skill Development & Entrepreneurship  
Kaushal Bhawan,  
New Moti Bagh,  
New Delhi – 110023

Dear Sir/Mam,

We, the undersigned, offer to provide the Consultancy assignment for setting up a Project Monitoring Unit (PMU) for Scheme “**National Scheme for ITI Upgradation**” of the DGT, Ministry of Skill Development and Entrepreneurship, Govt. of India, in accordance with your Request for Proposal dated (Insert Date). Attached Financial Proposal is for the sum of \_\_\_\_\_ [amount(s) in words and figures] (excluding GST).

2. Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

3. We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely- Prevention of Corruption Act 1988 and its amendments.

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

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Yours sincerely,  
Authorized signature (in full and details):  
Name and Title of Signatory:  
Name of the agency:

## 7.2Form: Summary of Costs: Man-month requirement

Format for technical proposal

Sl	Position (A)	Number of Expert (B)	Man-Month rate * (C)	Duration in Months (D)	Amount (E)
1	{e.g., Team Lead}				
2	{e.g., Project Manager}				
<b>GRAND TOTAL</b>					

**\*Cost excluding GST.**

Authorized signature (in full and details):

Name and Title of Signatory:

Name of the agency:



## Section 8: Technical Evaluation Criteria

The Consultancy Evaluation Committee (CEC) appointed by the Directorate general of Training (DGT) will carry out the evaluation of Proposals based on the evaluation criteria and points system mentioned below. All the bidders who are declared eligible as per Preliminary Eligibility Conditions shall be subject to detailed technical evaluation based on the following parameters as detailed below: -

Sl.No.	Criteria	Maximum Marks	Documents Required																		
1	<p><b>Firm Turnover</b></p> <p>The average annual turnover of the agency of the last five financial years (FY 2019-20, FY 2020-21, and FY 2021-22, 2022-23, FY 2023-24) from consulting services rendered in India:</p> <table><tr><th>S.No.</th><th>Average annual turnover of the agency in last 5 financial years from Government consulting (in Rs. Crore)</th><th>Proposed Marks</th></tr><tr><td>1</td><td>200-250</td><td>1 Marks</td></tr><tr><td>2</td><td>&gt;250-300</td><td>2 Marks</td></tr><tr><td>3</td><td>&gt;300-350</td><td>3 Marks</td></tr><tr><td>4</td><td>&gt;350-400</td><td>4 Marks</td></tr><tr><td>5</td><td>More than 400</td><td>5 Marks</td></tr></table>	S.No.	Average annual turnover of the agency in last 5 financial years from Government consulting (in Rs. Crore)	Proposed Marks	1	200-250	1 Marks	2	>250-300	2 Marks	3	>300-350	3 Marks	4	>350-400	4 Marks	5	More than 400	5 Marks	5	<ul style="list-style-type: none"><li>● Audited Balance sheet and CA certification towards certifying annual turnover.</li></ul>
S.No.	Average annual turnover of the agency in last 5 financial years from Government consulting (in Rs. Crore)	Proposed Marks																			
1	200-250	1 Marks																			
2	>250-300	2 Marks																			
3	>300-350	3 Marks																			
4	>350-400	4 Marks																			
5	More than 400	5 Marks																			
2	<p><b>Consultancy firm's Specific Experience</b></p> <p>A. Previous experience in the design and implementation of skill development / TVET (Technical and Vocational Education and Training)/education projects with any central ministry/department/state or Union territory in India</p>	10	<ul style="list-style-type: none"><li>● Form Tech 3 to be filled along with a list of projects under each category</li><li>● Purchase order / Work order / Agreement for each project</li></ul>																		

	<p>over the last 10 years (4 marks)</p> <ol style="list-style-type: none"> <li>1-2 Relevant Projects: 2 marks</li> <li>3-4 Relevant Projects: 3 marks</li> <li>5 or more Relevant Projects: 4 marks</li> </ol> <p>B. Previous experience in the preparation of registration documents/model Agreement/Memorandum of Understanding (MoU)/Memorandum of Agreements (MoA) for Special Purpose Vehicles (SPVs) in large-scale public sector projects over the last 10 years (4 marks)</p> <ol style="list-style-type: none"> <li>1-2 Relevant Projects: 2 marks</li> <li>3-4 Relevant Projects: 3 marks</li> <li>5 or more Relevant Projects: 4 marks</li> </ol> <p>C. Previous experience in managing central projects that required consistent coordination with states in India, specifically related to skilling/TVET/education over the last 10 years (2 marks)</p> <ol style="list-style-type: none"> <li>1-2 Relevant Projects: 1 marks</li> <li>3 or more Relevant Projects: 2 marks</li> </ol>		
3	<p><b>Three (3) Case Studies</b></p> <p>A. Demonstrated impact of project execution by providing project management support for transformational development (both civil and learning) in the</p>	20	

	<p>skill development, TVET, or education domain in India over the past 10 years (8 marks) *</p> <p><i>*Note: Focus on projects that have significantly improved physical infrastructure and modernized learning environments in the skill development / vocational / education sector.</i></p> <p>B. Case study of a project in the education or skilling domain, involving state participation, central-state coordination, and providing implementation support in last 5 years (8 marks) **</p> <p><i>**Note: Highlight a project that effectively integrated state involvement, coordinated with central authorities, and demonstrated successful implementation support.</i></p> <p>C. Support provided to an international government in defining strategy for skill development (4 marks) ***</p> <p><i>***Note: Showcase experience in offering strategic advisory for skill development initiatives to a foreign government, emphasizing the scope and impact of the support provided.</i></p>		
4	<p>Qualification and relevant experience of personnel*</p> <p>A. Evaluated Team : 30 marks</p> <ul style="list-style-type: none"> <li>● Team Lead-(Project Director) – 4 marks</li> <li>● Project Management Expert – 3 marks</li> <li>● Financial Management Expert - 3 marks</li> <li>● Monitoring &amp; Evaluation Expert – 6 (For 3 each) marks</li> <li>● Procurement Expert - 2 marks</li> <li>● Data Analytics Expert - 2 marks</li> </ul>	30	<ul style="list-style-type: none"> <li>● CVs of proposed personnel to be provided in format as per 6.2 (B) Form Tech -4.</li> <li>● CVs to be signed as per 6.2 (B) Form Tech -4.</li> </ul>

	<ul style="list-style-type: none"> <li>Curriculum Expert - 2 marks</li> <li>Regulatory Expert - 2 Marks</li> <li>PPP Structuring Expert - 2 Marks</li> <li>Commercial expert - 2 Marks</li> <li>Legal expert - 2 marks</li> </ul> <p>B. Non evaluative team</p> <ul style="list-style-type: none"> <li>Project Consultants-3 member</li> </ul>		
5	<b>Quality of Approach and Methodology Proposed</b> will be evaluated based on the consultant's understanding of the objectives and scope of work, the clarity and detail of the proposed approach and methodology, and the appropriateness of the team structure and work plan and deployment plan.	25	Deployment Plan 6.2 (D) Form Tech 6
		I) Technical Approach and Methodology (15 Marks) II) Work Plan (5 Marks) III) Deployment Plan (5 Marks)	
6	Bidders shall present the approach and methodology, case studies, workplan and deployment plan during technical presentation	10	
Total ( 1+2+3+4+5)		100	

**\* Key personnel profile will be evaluated on the basis of education qualification (40%) and Experience (60%) on the basis of following table:**

Position	Required Number	Total Score	Education Score			Experience Score						
			Max Education Score	Graduation	PG	Max Exp. Score	3-5 Yrs*	5-7 Yrs*	7-8 Yrs*	8-10 Yrs*	10-12 Yrs*	12+ Yrs*
Team Lead (Project Director)	1.0	4.0	1.6	-	1.6	2.4	-	-	-	-	2.2	2.4
Project Management Expert	1.0	3.0	1.2	-	1.2	1.8	-	-	-	1.4	1.6	1.8
Financial Management Expert	1.0	3.0	1.2	-	1.2	1.8	-	-	1.4	1.6	1.8	1.8
Monitoring & Evaluation Expert	2.0	6.0	2.4	-	2.4	3.6	-	-	2.8	3.2	3.6	3.6
Procurement Expert	1.0	2.0	0.8	-	0.8	1.2	-	-	-	-	1.0	1.2
Data Analytics Expert	1.0	2.0	0.8	-	0.8	1.2	-	-	-	1.0	1.2	1.2

Curriculum Expert	1.0	2.0	0.8	-	0.8	1.2	-	-	-	1.0	1.2	1.2
Regulatory Expert	1.0	2.0	0.8	0.6	0.8	1.2	-	1.0	1.2	1.2	1.2	1.2
PPP Structuring Expert	1.0	2.0	0.8	-	0.8	1.2	-	-	-	1.0	1.2	1.2
Commercial expert	1.0	2.0	0.8	-	0.8	1.2	-	1.0	1.2	1.2	1.2	1.2
Legal expert	1.0	2.0	0.8	0.6	0.8	1.2	1.0	1.2	1.2	1.2	1.2	1.2

*\*3-5Yrs: Experience of 03 or more and less than 5 yrs. Similarly for other brackets.*

*The minimum technical score required to qualify for financial bid evaluation is **70 marks** out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of the RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score.*

**Note:**

*1. In QCBS selection method, minimum qualifying marks would be 70% as benchmark for quality of the technical proposal. The bidders/consultant/ service providers who are qualifying as per the technical evaluation criteria are considered as technically responsive and rest would be considered technically non- responsive and would be dropped from the list. Financial proposals will be opened for only eligible and responsive bidders.*

*2. The invited Bidders/Consultants shall confirm the availability of all the Key Experts included in the Proposal as a pre-requisite to the bid. Failure to confirm the Key Experts' availability may result in the rejection of the Bidder's/Consultant's Proposal. All resources should be on direct payroll of the firm.*

*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 Consultant, including but not limited to death or medical incapacity. In such case, the Consultant 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.*

***Substitution of Key Expert at Validity Extension:*** *If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.*

*If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.*

## **9. Section 9: Terms of Reference (ToR)**

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### **9.1 Background**

- 9.1.1 The Directorate General of Training (DGT) in Ministry of Skill Development and Entrepreneurship (MSDE), Govt of India is the apex organisation for development and coordination at National level for the programmes relating to Vocational Training including Women's Vocational Training. The DGT is responsible for overseeing long-term skilling programs, notably the Craftsman Training Scheme (CTS), which provides training courses ranging from 6 months to 2 years. DGT plays a pivotal role of setting policies, standards, and guidelines for these programs, including curriculum design, development, affiliations, and assessments, such as conducting national-level examinations. Training under CTS is carried out through Industrial Training Institutes (ITIs), while instructor training is facilitated by National Skill Training Institutes (NSTIs). The Ministry of Skill Development and Entrepreneurship (MSDE) has also entrusted the DGT with the implementation of apprenticeship training in “Designated Trades,” which provides practical, on-the-job experience for apprentices in various sectors. In addition, DGT runs, from time-to-time schemes for supporting State Govts for strengthening the ITIs and the skilling infrastructure. This ensures a steady stream of skilled workers in various trades for the industry.
- 9.1.2 ITIs, over the years, these institutes have consistently been a key focus for the Government of India (GoI), resulting in significant improvements. Over the last 10 years, enrolments have risen from 9.46 lakh to 14.2 lakh, and 23 new age courses have been introduced, aligned with industry demands to ensure that students acquire relevant skills for the evolving job market. While the policy making for affiliation and examination lies with central government, the administrative and financial control of ITIs rests with the State/UT governments.
- 9.1.3 National Skill Training Institutes (NSTIs), centrally funded institutes managed by the Directorate General of Training (DGT), are focusing on strengthening the skilling ecosystem to match the demand and supply of the job market. The main objective of NSTI is to impart training to the instructors of ITIs in the country. Currently, there are 33 NSTIs (19 women focused and 14 General) spread across country. NSTIs are imparting training both in skills and training methodology for the instructor trainees to make them conversant with methodology of teaching and techniques of transferring hands-on skills, to produce skilled manpower for the industry.
- 9.1.4 Notwithstanding the important role that ITIs and NSTIs currently play in workforce training in India, there is a pressing need for a comprehensive overhaul to better align these institutions with the demands of a rapidly growing economy. As India looks to expand its formal economy in the coming years, a larger pool of skilled and qualified workers will be essential. A thorough analysis of the existing ITI ecosystem, coupled

with insights from multiple parliamentary reports, highlights that the efforts to enhance the capabilities of ITIs and NSTIs require more pragmatic, systemic, and coordinated actions.

**9.2** This transformation will entail a complete overhaul of infrastructure, ensuring modern facilities and state-of-the-art equipment to deliver industry-relevant training. Additionally, an improved governance structure is needed to streamline operations and enhance the effectiveness of these institutions. Moreover, an enabling regulatory environment should be created, one that encourages industries to gradually take greater ownership of the outcomes produced by these training institutions. Lastly, the availability of qualified and skilled instructors must be ensured to maintain the quality and consistency of training, which is critical for meeting future labor market demands.

9.2.1 A centrally sponsored scheme with an outlay of Rs. 60,000 crore (Central Share: Rs. 30,000 crore, State Share: Rs. 20,000 crore and Industry Share: Rs. 10,000 crore) for upgradation of 1,000 Industrial Training Institutes in hub and spoke arrangements with focus on outcome orientation has been announced in Union Budget 2024. The Scheme proposes to establish government-owned, industry-managed Industrial Training Institutes (ITIs), in collaboration with state governments and industry.

9.2.2 20 lakh youth will be skilled over a 5-year period in courses aligned to the human capital requirement of industries in the catchment area of upgraded ITIs, thus facilitating industries, including MSMEs, in finding employment-ready manpower. The course content and design will be aligned to skill needs of the industry, and new courses will be introduced for emerging needs, including IR 4.0, Green skills, and other emerging areas.

9.2.3 Given the scale at which this upgradation will be implemented, scheme design, planning with detailed guidelines and robust monitoring tools will be critical. Additionally, risk management needs to be proactive, identifying potential challenges and devising strategies to mitigate them well in advance. To achieve these ambitious goals, DGT desires to engage an agency capable of providing strategic supporting both the design and implementation of this comprehensive program. This agency will play a crucial role in shaping the overall structure, ensuring seamless execution, and driving the transformation of ITIs into dynamic institutions that meet the future needs of India’s economy.

9.2.4 The ITI Upgradation scheme is proposed to have two components:

- a. Component I:** Upgradation of ITI in Hub and Spoke Model with revamped trades (courses)
- b. Component II:** Transforming identified NSTIs, currently for training of trainers into exemplar skill training institutions

- 9.2.5 The Directorate intends to engage a reputed Consultancy Firm/Agency for a period of thirty-six (36) months, further extendable up to 36 Months, to provide consultancy services for strategy, technical, and project management support for the "National Scheme for Upgradation of ITIs." These services will be provided to the Directorate General of Training (DGT), MSDE, throughout the scheme's duration. The selected Consultancy Firm/Agency will establish a Project Management Unit (PMU) for the scheme's implementation at the Ministry level, with the option to extend its operations to the regional level as per the terms of the agreement signed with the selected bidders.

### 9.3 Objective of the Assignment

The Directorate seeks to engage a reputed consulting firm to execute tasks under this project in two distinct phases:

- a. **Phase 1:** During the initial four (4) months, the PMU will focus on developing comprehensive scheme guidelines. This will involve defining roles for stakeholders, including establishing the structure and functioning model for Special Purpose Vehicles (SPVs). The PMU will devise a methodology for selecting 1,000 ITIs based on specific parameters for inclusion under the scheme. Additionally, the PMU will create a detailed implementation plan, including a five-year roadmap, and develop a needs analysis framework for upgrading civil and training infrastructure. It will also establish frameworks for curriculum modernization, training of trainers, and the development of a Learning Management System (LMS). The PMU will further support the Directorate in the official launch of the scheme.

- 9.4 Phase 2:** Post-Setup Support/Handholding Support to states (2 years and 8 months): Following the setup phase, the PMU will provide ongoing support for the next two (2) years and (8) eight months. This will include project management to ensure the scheme's timely execution, financial management to monitor budget and expenditures, and monitoring and evaluation (M&E) to assess progress and impact. Additionally, the PMU will handle procurement and vendor management, ensuring compliance with policies and maintaining quality standards for goods and services procured under the scheme.

### 9.5 Scope of Work

#### 1. Output 1: Support in developing Scheme Guidelines (T + 04 Months)

*(T: Date of Signing of the contract)*

For the successful launch of the "National Scheme for Upgradation of ITIs," the PMU will play a critical role in the design process. This phase will ensure that the scheme is properly aligned with the goals of the Directorate and all necessary stakeholders.

- **Sub-Output 1.1: Stakeholder Consultations and Alignment:** The PMU will organize consultations with Central Ministries, State Governments, ITIs, and Industry



Associations. These consultations will be crucial for gathering input and ensuring alignment with the scheme's objectives. The PMU will lead the workshops and discussions to clearly define stakeholder roles, ensuring all perspectives are incorporated into the scheme's design. The outcome will be a comprehensive report capturing stakeholder feedback and agreed roles.

- **\Sub-Output 1.2: Coordination, Documentation and Research based Support During Scheme Design Process**

The PMU will assist the Directorate throughout the scheme's design process by engaging with the necessary decision-making bodies. This includes preparing presentations, attending meetings, and providing any required clarifications. The PMU will provide the necessary research based support throughout the scheme design process.

## **2. Output 2: Designing Scheme Guidelines and SPV Framework (T+ 04 Months)**

The second output will involve the development of comprehensive scheme guidelines for the "National Scheme for Upgradation of ITIs," including the formation of Special Purpose Vehicles (SPVs) to support the scheme's implementation. The PMU will guide the entire process of forming SPVs and designing operational frameworks for smooth execution.

- **Sub-Output 2.1: ITI Selection Methodology Development:** The PMU will design a robust methodology for selecting 1,000 ITIs to be upgraded under the scheme, which will include but not be limited to performance metrics, infrastructure needs, and capacity criteria. The methodology will also ensure geographical and sectoral representation to achieve balanced distribution across regions and industries. It will be pilot tested to ensure transparency, fairness, and effectiveness in identifying ITIs best suited for modernization.
- **Sub-Output 2.2: Five-Year Implementation Plan:** The PMU will create a detailed five-year roadmap for the scheme's execution. This roadmap will outline critical milestones for upgrading infrastructure, modernizing curricula, and training staff across selected ITIs. It will clearly define the roles of the Directorate, state governments, and ITIs, while including risk management strategies and periodic review mechanisms.
- **Sub-Output 2.3: Framework for Civil and Training Infrastructure Modernization** The PMU will conduct a benchmarking exercise to guide the modernization of civil and training infrastructure in ITIs. This will involve a comparative analysis of the current infrastructure and lab setups, evaluating them against global best practices from ecosystems like WorldSkills and leading national and international training institutes. The framework will define the "to-be" state, outlining the necessary upgrades and improvements required to align ITIs with industry standards. It will also provide recommendations for procurement strategies to ensure ITIs are equipped with modern, industry-aligned facilities.
- **Sub-Output 2.4: Curriculum Modernization Framework:** The PMU will lead efforts to modernize the ITI curriculum and pedagogy to align with current industry standards. This will involve two key aspects: first, conducting a thorough study of the existing curriculum and pedagogy to identify areas for improvement, and second, developing a comprehensive framework for upgrading content and creating new curriculum modules focused on emerging technologies and skills. Pedagogical

benchmarking will also inform the framework for training trainers, ensuring that both the curriculum and teaching methods meet global standards. This will also include defining a validation mechanism in collaboration with industry partners to ensure the revised curriculum's relevance and effectiveness.

- **Sub-Output 2.5: Learning Management System (LMS) Development Roadmap:** The PMU will conduct a comprehensive study of existing Learning Management Systems (LMS) to identify best practices and key features relevant to ITI needs. Based on this analysis, the PMU will provide a detailed roadmap for LMS development, including the creation of wireframes and a Functional Requirements Specification (FRS) document. These deliverables will serve as the foundation for the subsequent development and implementation of the LMS, ensuring it meets the scheme's objectives and aligns with global standards.
- **Sub-Output 2.6: Training of Trainers (ToT) Framework:** The PMU will develop a comprehensive framework to address trainer capacity in alignment with the modernization of training infrastructure at ITIs. This framework will focus on ensuring that trainers are equipped with the necessary skills to effectively utilize the upgraded labs, equipment, and facilities. By conducting a thorough assessment of skill gaps, the PMU will outline targeted upskilling programs to enhance trainers' abilities. The framework will also propose strategies to address the availability of qualified trainers by partnering with educational institutions and industry experts.
- **Sub-Output 2.7: SPV Formation and Operational Framework:** The PMU will develop a comprehensive framework to guide the transformation of 1,000 ITIs under the scheme through the formation of 40+ SPVs, involving the Directorate, State Governments, and Industry. This framework will cover both the formation and operation of the SPVs, ensuring that all necessary legal documents, including the Memorandum of Association (MOA) and Articles of Association (AOA), are prepared, approved, and filed with the Registrar of Companies in a timely manner. Additionally, the operational framework will define a model project structure, outlining clear roles and responsibilities, and establishing a risk-sharing mechanism between public and private partners. The framework will also include standardized documents for the selection of private partners, streamlining the approval process for future projects and facilitating smooth collaboration among all stakeholders.
- **Sub-Output 2.6: Framework for Capacity Augmentation of NSTIs:** The PMU will develop a structured framework for the capacity augmentation of National Skill Training Institutes (NSTIs). This framework will provide a roadmap for institutional capacity development, focusing on upgrading infrastructure, enhancing training curricula, and aligning them with industry standards. Additionally, it will propose strategies for establishing long-term partnerships between NSTIs and industry stakeholders to ensure relevance and employability of trainees. The framework will include a monitoring mechanism to track the progress of NSTI activities, and the PMU will provide direct support for on-ground activities to ensure effective implementation and capacity building.

### 3. Output 3: SPV formation (T+16 Months)

The formation of Special Purpose Vehicles (SPVs) will be a pivotal aspect of ensuring the successful implementation and long-term sustainability of the "National Scheme for

Upgradation of ITIs." The PMU will be responsible for supporting both the design and operationalization of the SPVs, ensuring that they are well-structured and capable of facilitating efficient project management and collaboration between the Directorate, State Governments, and Industry.

**Part 1: SPV Design:** The PMU will support the Directorate in the creation and legal formation of 40+ SPVs, ensuring that all foundational documents and processes are developed, approved, and compliant with legal and governmental regulations.

- **Sub-Output 3.1: Preparation and Submission of Background Documents for SPV Formation:** The PMU will assist in preparing and submitting all necessary background documents required for SPV formation. This will include drafting documents for cabinet approval and working closely with the Directorate to ensure that the SPVs are aligned with the scheme’s overarching objectives. Technical guidance will be provided to expedite the approval process and ensure compliance with government regulations.
- **Sub-Output 3.2: Development of Memorandum of Association (MOA) and Articles of Association (AOA):** The PMU will prepare the Memorandum of Association (MOA) and Articles of Association (AOA) for the SPVs, which will serve as the key legal documents outlining the SPVs' purpose, governance structure, operational mandates, and roles and responsibilities of stakeholders. These documents will be crafted to ensure alignment with the objectives of the scheme and adherence to legal and regulatory requirements.
- **Sub-Output 3.3: Support in Internal Approval Process for MOA & AOA:** After drafting the MOA and AOA, the PMU will guide the internal approval process, coordinating with various departments and authorities within the Directorate and the government to secure timely and smooth approvals. This process will include addressing any revisions or additional requirements during the approval stages to ensure all parties are aligned.
- **Sub-Output 3.4: Filing Documents with Registrar of Companies for SPV Formation:** Once approvals are obtained, the PMU will assist in filing the necessary documents, including the MOA and AOA, with the Registrar of Companies to officially register the SPVs. This formal registration will ensure the SPVs are legally recognized and operational under the appropriate regulatory framework.

**Part 2: SPV Operations:** Following the legal formation of the SPVs, the PMU will shift its focus to establishing operational frameworks that enable the SPVs to efficiently manage and implement the scheme across various regions.

- **Sub-Output 3.5: Development of Model Project Structure and Risk-Sharing Framework:** The PMU will develop a comprehensive model project structure that outlines how each SPV will manage the scheme's implementation. This structure will include a risk-sharing framework that clearly defines the roles, responsibilities, and liabilities of public and private partners. The framework will ensure balanced risk distribution, transparency, and accountability, fostering effective partnerships between the Directorate, State Governments, and Industry.

- **Sub-Output 3.6: Development of Model Documents for Selection of Private Partners:** To streamline operations and minimize delays in future projects, the PMU will develop standardized model documents for the selection of private partners. These model documents will serve as templates that can be tailored to individual states or specific project requirements, reducing approval times while maintaining consistency and compliance with scheme objectives. The model documents will also help standardize contractual terms, ensuring smooth and efficient collaboration with private partners during implementation.

#### 4. Output 4: NSTI Upgradation (T+36 Months)

- **Sub-Output 4.1: Selection Criteria for NSTIs under the Scheme:** PMU will formulate a set of criteria to identify and select the National Skill Training Institutes (NSTIs) that qualify for upgradation under the scheme. The selection criteria will consider factors such as current infrastructure, faculty strength, industry engagement, placement records, and geographical need to ensure a balanced and need-based selection of NSTIs.
- **Sub-Output 4.2: Support in Developing the Upgradation Plan:** PMU will provide technical support to NSTIs in preparing a holistic upgradation plan. This will involve:
  - Civil Works: Planning and supervising civil infrastructure improvements, including classrooms, workshops, and hostel facilities.
  - Content Development: Assisting in the development of modern, industry-relevant curriculum and learning resources to ensure that students gain relevant skills.
  - Trainer Capacity Building: Enhancing the capacity of trainers through specialized training programs, to ensure they can teach advanced skills.
  - Lab Equipment: Assessing the need for and providing state-of-the-art laboratory equipment and tools that align with modern industry practices and technology needs.
- **Sub-Output 4.3: Developing and Implementing Campaigns for Improving Enrolment Numbers:** PMU will design and manage outreach campaigns to improve student enrolment in NSTIs. This will involve:
  - Marketing Strategies: Creating marketing and outreach plans that target youth, focusing on the aspirational value of vocational education and the career opportunities it offers.
  - Stakeholder Engagement: Engaging with local communities, schools, and regional authorities to spread awareness about the upgradation and promote enrolment.

- Digital and Offline Campaigns: Launching campaigns through digital platforms (social media, websites, online advertisements) and traditional methods (radio, posters, job fairs) to reach the target audience.
- **Sub-Output 4.4: Developing Robust Implementation and Training Plans:** The PMU will develop a phased implementation plan, ensuring that all upgradation activities are executed within the stipulated 36-month timeline. This includes:
  - Activity Scheduling: Creating detailed schedules for civil works, procurement of lab equipment, training of trainers, and curriculum development.
  - Monitoring and Evaluation: Establishing key performance indicators (KPIs) and a monitoring framework to track progress across all aspects of the upgradation.
  - Risk Management: Identifying potential risks to the project and developing mitigation strategies to ensure that the project remains on track.
- **Sub-Output 4.5: Industry Collaboration:** PMU will facilitate partnerships with industries and sector-specific organizations to ensure that the training imparted at NSTIs is in line with the needs of the market. This will involve:
  - Guest Lectures: Arranging for industry experts to deliver guest lectures, providing students with exposure to current trends, technologies, and practices in the industry.
  - Industry Exposure Visits: Coordinating field trips and exposure visits for NSTI students to relevant industries, helping them understand real-world applications of their training and boosting their practical skills.
  - Increasing Aspirational Value: Engaging with industries to boost the credibility and aspirational value of NSTI courses, positioning them as direct pathways to lucrative and prestigious careers in growing sectors.

## 5. Output 5: ITI Upgradation (T+36 Months)

- **Sub-Output 5.1: Development of Selection Criteria:** The SPVs, with PMU support, will create a comprehensive set of selection criteria to prioritize ITIs for upgradation, considering aspects like performance records, industry connections, alignment with local industry needs etc.
- **Sub-Output 5.2: Facility and Workshop Improvements:** The SPVs will lead infrastructure enhancements, covering facility upgrades such as classrooms, workshops, hostels, sanitation etc.

- **Sub-Output 5.3: Equipment and Technology Integration:** The SPVs, supported by PMU and MSDE, will facilitate the procurement of industry-aligned machinery and lab equipment, providing students with hands-on experience in up-to-date technologies.
- **Sub-Output 5.4: Industry-Aligned Curriculum Development:** The SPVs will revise and align ITI curricula with current industry standards, focusing on high-demand sectors.
- **Sub-Output 5.5: Student Enrolment Campaigns:** The SPVs will manage targeted campaigns to attract students, showcasing the career pathways available through ITI training
- **Sub-Output 5.6: Phased Implementation and Scheduling:** The SPVs, with MSDE guidance, will devise an implementation plan detailing timelines for infrastructure, curriculum updates, and trainer capacity-building.
- **Sub-Output 5.7: Performance Tracking and KPIs:** MSDE will oversee the monitoring framework, with regular data reporting from the SPVs on metrics such as enrolment rates, placement statistics, and training quality.

## **6. Workstream 1: Project Management (For 36 Months)**

- The PMU will develop a comprehensive work plan. This plan will outline activities, key milestones, timelines, and resource allocation for both workstreams – NSTI and SPV. Continuous monitoring of the project schedule and activities will ensure effective management at all levels.
- The PMU will deploy a project management tool that tracks progress according to the work plan and provides an online dashboard for executive updates. This tool will feature issue tracking, reporting functionalities for MSDE and other relevant stakeholders.
- The PMU will track project baselines, deviations, deadlines, and performance objectives while identifying any issues or inconsistencies and communicating them to stakeholders.
- Programs and interventions will be developed in consultation with subject matter experts and stakeholders. The PMU will conduct ongoing viability analyses and provide recommendations on these interventions to relevant authorities.
- Progress reports will be submitted at regular intervals. These reports will include cumulative deviations, corrective actions, plan revisions, and stakeholder expectations.
- The PMU will serve as the primary communication hub between stakeholders, including States, Industries, NSTIs etc.

- The PMU will disseminate knowledge regarding the implementation of scheme through structured meetings, training sessions, and consultations with implementation agencies.
- The PMU will undertake any other activities required for the successful implementation of the project.

#### **7. Workstream 2: Financial management (For 36 Months)**

- Lead the financial management of the project, including preparing annual budgets, monitoring fund flows, and supporting MSDE and DGT with their financial practices. Develop financial management guidelines for planning, fund flow, reporting, and auditing for the scheme.
- Manage all financial activities, ensuring compliance with disbursement and procurement rules. This includes budgeting, accounting, internal controls, and external audits.
- Monitor disbursement modalities linked to deliverables.
- Liaise with government institutions, providing support in financial management, data collection, and reporting.
- Prepare financial reports and develop a user-friendly dashboard to track financial progress and project outcomes.
- Oversee and coordinate external audits, ensuring compliance with audit requirements and follow-up on any findings.

#### **8. Workstream 3: Monitoring and evaluation support (For 36 Months)**

- Lead overall monitoring and evaluation (M&E) of the project, acting as a repository for project-related information.
- Provide capacity building and resources for MSDE, DGT, States to strengthen M&E functions.
- Develop dashboards, trackers, periodic reports, and review mechanisms for comprehensive lifecycle management, ensuring access for all stakeholders.
- Provide grievance redressal support across various implementation agencies.
- Continuously monitor project activities, expenditures, and progress toward achieving outputs and outcomes.
- Recommend program improvements by facilitating reviews, using change management techniques to resolve issues, and documenting best practices.
- Establish monitoring and impact indicators aligned with the program’s development objectives.
- Provide feedback to the project lead on strategies and activities.
- Suggest strategies to improve efficiency and address bottlenecks in project execution and develop plans to resolve these issues.
- Submit reports on project activities at weekly, monthly, quarterly, and annual intervals.

**9. Work stream 4: Procurement and vendor management support (For 36 Months)**

- Manage procurement and vendor activities for project components such as infrastructure upgrades, content development, ICT hardware, and consulting services.
- Support agencies in formalizing procurement procedures, developing RFP documents, training officials, and implementing a complaint handling system.
- Develop or revise procurement guidelines, financial management rules, and technology procedures as necessary.
- Provide end-to-end procurement and vendor management support, maintaining audit trails, tracking performance, and managing contracts.
- Ensure cost-effective delivery of goods and services in compliance with procurement regulations. Implement procurement planning systems and coordinate post-procurement reviews.
- Prepare a procurement manual and establish mechanisms for timely approvals, efficient procurement, complaint resolution, and quality assurance throughout the project.



## Section :10 - Proposed PMU Structure

10.1. The details of PMU structure, designation wise required qualification and experience and key roles of personnel are specified below:

S.N	Post	Duration (Months)	Number	Required Qualification	Required Experience
1	Team Lead (Project Director)	36	1	MBA/PGDM or master's degree in social sciences, Social Work, Development Studies, Rural Management, or an equivalent field	Minimum of 10 years of extensive experience in project management, with proven capability to lead and deliver large-scale, national projects in education and skill development. Experience includes project oversight, cross-functional team leadership, and stakeholder management, particularly with Central/State governments. At least 7 years of experience managing projects in Technical and Vocational Education and Training (TVET), Skill Development, or a similar social sector. Expertise as a subject matter specialist in Governance & Implementation, with a strong track record in multi-year skilling or institutional reform programs in India over the last 10 years. In-depth experience in overseeing curriculum design, MIS integration, faculty development, infrastructure planning, and industry partnerships. Demonstrated ability to provide precise work and time estimates for project milestones and conduct comprehensive impact assessments.
2	Project Management Expert	36	1	MBA, PGDBM, or master's in management,	Seasoned management professional with a minimum of 8 years of

Request for Proposal (RFP) For Selection of Consultancy Firm/Agency for Project Monitoring Unit (PMU) to support the implementation of “National Scheme for ITI Upgradation”

S.N	Post	Duration (Months)	Number	Required Qualification	Required Experience
				Engineering, or Economics from a premier institute	experience, including at least 4 years in an advisory capacity to Central/State governments. Extensive expertise in project management, monitoring, and evaluation, with strong leadership skills for managing diverse stakeholders and guiding clients. Familiarity with government procedures and prior experience managing similar programs are preferred. Thorough understanding of the skilling ecosystem and quality assurance frameworks is advantageous.
3	Financial Management Expert	36	1	CA/ MBA/PGDM in Finance	Minimum of 7 years of experience in designing, developing, and implementing financial management systems and procedures, including the preparation of financial reports and statements. Well-versed in government accounting policies and procedures, with the ability to manage banking transactions and government accounts. Preference for candidates experienced in government procedures. Proven capability to produce essential financial reports, including budgets, expenditure statements, and maintaining books of accounts, demonstrating robust fund accounting practices.
4	Monitoring & Evaluation Expert	36	2	Postgraduate degree in Economics, Statistics, Labor Economics, IT, or a related field	Over 7 years of professional experience in designing and implementing IT-based management information

S.N	Post	Duration (Months)	Number	Required Qualification	Required Experience
					systems for the social and economic development sectors. Specific expertise in developing M&E frameworks for large-scale government projects is required. Familiarity with evaluation methodologies, such as log-frame analysis, is desirable.
5	Procurement Expert	36	1	MBA/PGDM or Bachelor's or Master's in Engineering or related field	At least 10 years of experience in leading tender management processes, including Expressions of Interest (EOI), Requests for Quotation (RFQ), and Requests for Proposal (RFP). Minimum of 5 years of experience with procurement in government organizations. Preference for candidates with experience managing procurement activities in skill development initiatives.
6	Data Analytics Expert	36	1	Master's in mathematics, Economics , Statistics or professional degree in information technology/engineering	Minimum of 8 years of experience with analytics initiatives in central/state government programs. Ability to identify data requirements and sources for effective program monitoring. Hands-on expertise in data manipulation, modeling, and visualization. Proficiency in at least one Business Intelligence (BI) tool is essential.
7	Curriculum Expert	36	1	MBA /PGDM/ master's degree in Instructional Design or related filed	Minimum 8 years of work experience in curriculum development for schools or higher education or vocational education.  Strong knowledge of digital learning methods and tools is essential.

Request for Proposal (RFP) For Selection of Consultancy Firm/Agency for Project Monitoring Unit (PMU) to support the implementation of “National Scheme for ITI Upgradation”

S.N	Post	Duration (Months)	Number	Required Qualification	Required Experience
8	Regulatory Expert	16	1	Company Secretary (CS) & LLB	Minimum of 5 years of relevant experience, having contributed to at least five large Public-Private Partnership (PPP) projects.
9	PPP Structuring Expert	16	1	MBA/PGDM	Minimum of 8 years of experience in conceptualizing, structuring, and managing PPP projects, with involvement in at least 5 PPPs.
10	Commercial expert	16	1	MBA/PGDM	Minimum of 5 years of experience in financial modelling for at least 3 projects. A deep understanding of developing and analysing complex financial models that support project viability, feasibility, and financial planning.
11	Legal expert	16	1	LLB degree	Minimum of 3 years of experience, including long-term concession formulation for at least 3 projects. A strong foundation in legal aspects related to public-private partnerships (PPPs) and infrastructure projects
12	Project Consultants	36	3	Graduates/ Masters from a premier institute preferably in Economics, management, statistics, engineering or related field.	At-least 3 years of work experience with strong background in policy research, information navigation and data analysis.  Sound experience and expertise in, writing executive summaries, developing presentations and data analysis.

**Note: The number of resources mentioned above is indicative. However, DGT reserves the right to increase/decrease the quantity of resources and/or time period of engagement in the above-mentioned table with the approval of the competent authority of the DGT, based on the actual requirements at the finalized rates.**

- 10.2. The PMU team (members) will have full time engagement with this assignment. During their period of engagement in the DGT, any similar engagement or assignment with any other Organization/Department by any of the individual PMU team members will not be allowed.
- 10.3. DGT may decide to conduct formal interview(s) of any of the proposed team members before setting of the PMU.
- 10.4. Anytime during the period of engagement, if any of the PMU team members to be replaced, the DGT may ask the consultant (agency) to propose the replacement, with minimum a 3 CVs matching the same level of qualification. Selected agency will have to provide the desired replacement within a given timeframe failing which up to 10% will be deducted from the amount payable during the quarterly bill as decided by the DGT.
- 10.5. In case of non-satisfactory performance of resources deployed under any of the above mentioned positions, the client will seek the replacement of these resources without any additional cost and within a defined timeframe of 10 days. Personnel being proposed as replacement should be either equivalent or better than the ones being replaced. Mandatory reduction in man month cost will be effected if a person other than promised is deputed.

#### **10.6. Deliverables and timelines**

<b>Output/Workstream</b>	<b>Deliverables</b>	<b>Timeline</b>
<b>Scheme Guidelines Development</b>	<ul style="list-style-type: none"> <li>- Stakeholder consultations, alignment, and feedback report</li> <li>- Coordination, documentation, and research support</li> </ul>	T + 4 Months
<b>Scheme Guidelines &amp; SPV Framework</b>	<ul style="list-style-type: none"> <li>- ITI selection methodology</li> <li>- Five-year implementation plan</li> <li>- Framework for civil and training infrastructure modernization</li> <li>- Curriculum modernization framework</li> <li>- LMS development roadmap</li> <li>- Training of Trainers (ToT) framework</li> <li>- SPV formation and operational framework</li> <li>- Capacity augmentation framework for NSTIs</li> </ul>	T + 4 Months

<b>SPV Formation</b>	<ul style="list-style-type: none"> <li>- SPV Operational framework</li> <li>- Model project structure and risk-sharing framework</li> <li>- Model documents for private partner selection</li> </ul>	T + 16 Months
<b>NSTI Upgradation</b>	<ul style="list-style-type: none"> <li>- Selection criteria for NSTIs</li> <li>- Support for upgradation plan (civil works, content development, trainer capacity building, lab equipment)</li> <li>- Support in campaigns to improve enrolment numbers</li> <li>- Support in developing Implementation and training plans</li> <li>- Support in Industry collaboration (guest lectures, exposure visits)</li> </ul>	T + 36 Months
<b>ITI Upgradation</b>	<p>Support the SPVs in the following key activities:</p> <ul style="list-style-type: none"> <li>- Development of selection criteria</li> <li>- Facility and workshop improvements</li> <li>- Equipment and technology integration</li> <li>- Industry-aligned curriculum</li> <li>- Student enrolment campaigns</li> <li>- Phased implementation and scheduling</li> <li>- Performance tracking and KPIs</li> </ul>	T + 36 Months
<b>Project Management</b>	<ul style="list-style-type: none"> <li>- Development of Comprehensive work plan</li> <li>- Deployment of project management tool</li> <li>- Continuous monitoring and reporting</li> <li>- Regular progress reports</li> <li>- Communication and stakeholder management</li> <li>- Knowledge dissemination</li> </ul>	36 Months
<b>Financial Management</b>	<p>Support in the following key activities:</p> <ul style="list-style-type: none"> <li>- Annual budgeting and financial planning</li> <li>- Fund flow monitoring</li> <li>- Financial reporting and dashboards</li> <li>- External audits and compliance</li> <li>- Financial management guidelines</li> </ul>	36 Months
<b>Procurement Management</b>	<p>Support in the following key activities:</p> <ul style="list-style-type: none"> <li>- Vendor Identification and Selection Processes</li> <li>- Drafting and Managing Contracts with Vendors and Suppliers</li> <li>- Monitoring Supplier Performance and Compliance</li> <li>- Regular Review of Procurement Costs and Budget Alignment</li> <li>- Support in Quality Assurance and Compliance for Procured Goods</li> <li>- Procurement Dashboard for Tracking Procurement Status and Expenditures</li> </ul>	36 Months
<b>Monitoring and Evaluation</b>	<ul style="list-style-type: none"> <li>- Monitoring framework and KPIs</li> <li>- Evaluation of project progress</li> </ul>	36 Months

	- Data collection and analysis - Reporting for continuous improvement	
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T: Date of signing of contract.

#### **10.7. Penalty:**

Project or process delays or any delay within the scope of work will attract a penalty of 1% per week of the total project value up to eight weeks. Thereafter work order will be treated as cancelled and cancellation charges of 10% of work order value will be levied. In addition, security money/BG will be forfeited and the Ministry will be free to get the job done from an alternate source at the risk and cost of the defaulting agency.

#### **10.8. Facilities provided by DGT, MSDE**

- Make available all program documents including scheme documents, program appraisal reports, program implementation plan, etc.
- Facilitate the availability of key staff/project team for discussions whenever needed
- Directorate will also provide seating space to the PMU. However, agency will have to make its own arrangement for providing computer/laptop, printers and other IT support etc. to the experts deployed.

#### **10.9. Payment Terms**

The payment shall be made to the consultant by Directorate subject to the receipt of quarterly invoices of resource persons deployed during the period, deliverables achieved and fulfillment of terms and conditions and the payment of consultants will be linked to the attendance which will be monitored by bio-metric monitoring system.

Reimbursable expenses will be paid as per actual and entitlements (whichever is applicable)

The consultants deployed are entitled for 15 (fifteen) days annual leave with maximum three (three) days at a time along with 5 (five) days of medical leave. Further, it should be the Team Lead's responsibility to ensure that the project does not suffer any ill effects due to absence of personnel at any point.

#### **10.10. Official tours / field visits & other expenses**

Field trips/Air Ticket/Train Tickets: The travel expenses for the official tours / field visits shall be borne by DGT, MSDE as per the entitlement shown below:

Project Director (Sl. no. 1) : Level 12

Experts (Sl. no. 2-7) : Level 11

Consultants/experts (Sl. no. 8-12) : Level 10

Local Travel: No separate payment shall be made for local travel request to be undertaken within the municipal limits of NCR. The HQ’s of the staff would be deemed to be Delhi for the purpose of this project.

**10.11. Agreements & Pacts to be complied by successful bidder.**

<b>S.No.</b>	<b>Agreement/Pact</b>	<b>Annexure</b>
1	Non-disclosure agreement	Annexure II
2	Integrity pact	Annexure III
3	Power of Attorney	Appendix III



## **ANNEXURE I: Standard Form of Award of Contract**

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### **STANDARD FORM OF AWARD OF CONTRACT FOR APPOINTMENT OF CONSULTING AGENCY**

Between

**Directorate General of Training, Ministry of Skill Development and  
Entrepreneurship, GoI, New Delhi 110023**

And

**[Name of CONSULTING AGENCY]**

Contract No.:

[Date]

### **Form of Award of Contract**

#### **Award of Contract to undertake Project Management Unit for “National Scheme for ITI Upgradation”**

The Directorate General of Training, Ministry of Skill Development and Entrepreneurship, Government of India, 7<sup>th</sup> Floor, Kaushal Bhawan, New Moti Bagh, New Delhi-110023, India, hereinafter referred to as the “Client” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a. requested the Consulting Agency to provide certain services as defined in the General Conditions attached to this Agreement (hereinafter called the —Services); and
- b. the Consulting Agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Work Order:

**Appendix A:** Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

**Appendix B:** Cost Estimate

**Appendix C:** Copy of Bank Guarantee for Performance Security

**Annexures** with detailed of tech form and Finance Forms

2. The mutual rights and obligations of the Client and the Consulting Agency shall be as set forth in the Award of Contract; in particular:
  - a) The Consulting Agency shall carry out the Services in accordance with the provisions of the Award of Contract; and
  - b) Client will make payments to the Consulting Agency in accordance with the provisions of the Award of Contract.

#### **4. Commencement, completion, modification and termination of Award of Contract**

##### **3.1**

**3.1.1.** Effectiveness of Award of Contract: This Agreement shall be effective from the date of issue by the client or date of receipt of the Award of Contract by the consulting agency.

**3.1.2.** Commencement of Services: The Consulting Agency shall commence the Services from the date notified by the Client.

**3.1.3. Expiration of Agreement:** Unless terminated earlier pursuant to relevant clauses in this Agreement hereof, this Agreement shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

**3.1.4. Modification:** Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services or of the Award of Contract Price, may only be made by written agreement between the Parties.

**3.1.5. Force Majeure:** Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

**3.1.6. No Breach of Award of Contract:** The failure of a party to fulfill any of its obligations under the Award of Contract shall not be considered to be a breach of, or default under this agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Agreement.

**3.1.7.** Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.

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

**3.1.9. Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consulting Agency shall be entitled to continue to be paid under the terms of this Agreement, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

## **3.2. Termination**

**3.2.1** Client will have the right to terminate the assignment by giving 30 (thirty) days’ notice in writing. In the event of termination for no fault of Applicant (Bidder), the Client will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the Client, the Client will forfeit the performance security of the Applicant.

**3.2.2. Payment upon termination:** Upon termination of this Agreement, the Client will make the following payments to the Consultants:

a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;

b) the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work Order. The Consulting Agency will be required to pay any such liquidated damages to Client within 30 days of termination date.

**3.2.3. Disputes about Events of Termination:** If either Party disputes Termination of the Agreement under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3.3. Intellectual Property**

**3.3.1. Commission to own intellectual property created:** All rights to any intellectual property conceived or produced by the Consultant for the Client in the course of performing the Consultancy Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Consultant for the purpose of providing the Consultancy Services are the property of the Client from the date that property is created or developed and the Consultant waives in favour of the Client any moral rights that the Consultant may have.

**3.3.2. Existing intellectual property:** Despite anything to the contrary contained in this Agreement, it is understood and agreed that the Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Consultant prior to, or acquired by the Consultant during, the performance of this Agreement and the Consultant will not be restricted in any way with respect to the same.

**3.3.3. On termination or completion:** Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Consultancy Services, the Consultant will deliver to the Client all information (including information that is in electronic form), confidential information, intellectual property, working papers, reports or other papers that are the property of the Client.

### **3.4. Obligations of the Consulting Agency**

**3.4.1. General:** The Consulting Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consulting Agency shall always act, in respect of any matter relating to this Award of Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Sub- consultants or third parties. If any of the key personnel leave the project at any time, the agency will provide the client with choice of replacement personnel with similar or better qualifications and experience, failing which agency will be liable for penal action.

**3.4.2. Conflict of interest:** Prohibition of Conflicting Activities: Neither the Consulting Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

**3.4.2.1.** during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and

**3.4.2.2.** after the termination of this Contract, such other activities as may be specified in the SC.

**3.4.2.3.** during the term of this contract, the team members allotted by the Consulting Agency to this project may not work with any other Country.

**3.4.3. Confidentiality:** The Consulting Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

**3.4.4. Documents Prepared by the Consulting Agency to be the Property of the Client:** All designs, reports, other documents and software submitted by the Consulting Agency pursuant to this Contract shall become and remain the property of the Client, and the Consulting Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consulting Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

**3.4.5. Liability of the Consulting Agency:** Subject to additional provisions, if any, in this Contract the Consulting Agency’s liability under this Contract shall be limited to contract value.

**3.4.6. Professional Liability insurance:** Consulting Agency will maintain at its expense Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency’s negligence, breach in the performance of its duties under this contract from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of services commencing from the effective date,(i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the consulting Agency may be entitled to receive from

any insurance maintained by the Consulting Agency to cover such liability, whichever of (i) or (ii) is higher with a minimum coverage of( Actual Contract value))

### **3.5. Obligations of the client**

**3.5.1.** Assistance and Exemptions: the Client will use its best efforts to ensure that the Government will provide the Consulting Agency with work permits and such other documents as necessary to enable the Consulting Agency to perform the Services:

**3.5.2.** Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

### **3.6. Payments to the Consulting Agency**

**3.6.1.** Advance payment will not be considered.

**3.6.2.** The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every quarter, for necessary settlement. Payment would be made on equal instalments on quarterly basis subject to satisfactory completion of work in the quarter. The evaluation of the quarterly activities shall be done through Committee consisted for the same. The invoices should be submitted along with complete details of the work undertaken during the quarter, supporting documents and bills (if required) as well as copies of the work/ material / produced during the quarter, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every quarter.

**3.6.3.** The final payment shall be released only after completion of the required work detailed in the RFP Document.

**3.6.4.** The GST be paid extra as applicable.

**3.6.5.** For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

**3.6.6.** Currency: The price is payable in local currency i.e. Indian Rupees.

### **3.7. Settlement of disputes**

**3.7.1.** Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**3.7.2.** Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either

Party for settlement in accordance with the provision specified in the Conditions of Contract or all disputes shall be finally settled by Secretary, MSDE.

**3.7.3.** Any grievance regarding penalty shall be first decided/resolved at Joint Secretary Level and with final decision of Secretary, MSDE, whose decision shall be final.

### **3.8. Responsibility for accuracy of project documents General**

The Consulting Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. The Consulting Agency shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.

### **3.9. Liquidated damages**

**3.9.1.** If the selected Consulting Agency to deliver any or all of the Services within the original/re-fixed delivery period(s) specified in the contract, the client will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

## **4. Miscellaneous**

### **4.1. Assignment and Charges**

**4.1.1.** The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

**4.1.2. Indemnity:** The Consulting Agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys’ fees and other costs of defense or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consulting Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consulting Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively —Indemnified matter). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consulting Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consulting Agency from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The indemnity/total liability by the consulting agency shall be to the extent of total professional fee (total cost of financial proposal) in favour of the client The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

**4.1.3. Notices:** Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the contract. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

**4.1.4. Severability:** If for any reason what so ever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

**4.1.5. Professional Liability Insurance:** Consulting Agency will maintain at its own expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

**4.1.6. Performance security:**

**4.1.6.1.** The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in this Contract, in an amount equal to 5(Five) percent of the total value of the contract. It should be valid till after 60 days from the contract end date. Further, in the event the term of this Contract is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to percent as applicable at that point of time of the total cost of Financial Proposal under this Assignment.

**4.1.6.2.** The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations).



**4.1.6.3.** The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consulting Agency of its obligations under this Contract until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Contract, the Client will refund to the Consulting Agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in which case only the balance amount remaining will be returned to the Consulting Agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work Order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 60 (Sixty) Days from the date of completion of the services.

#### **4.1.7. Penalty**

**4.1.7.1 Penalty:** The selected agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Department, the selected agency will have to come up with a solution within a given timeframe failing which client shall be entitled to recover from the Selected agency by way of liquidated damages.

**4.1.7.2.** Any dispute regarding penalty shall be handled as per dispute settlement provision.

**5.** The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a. the Consultant becomes liable to pay penalty;
- b. occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.2.2;
- c. any material breach of the terms hereof; and/or
- d. without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work Order.
- e. Non-compliance of mutually agreed timelines/time plan.
- f. For any reasons the project is not completed owing to the faulty delivery/ non-cooperation/ non deliverance by the agency.
- g. For any reason Contract is terminated by agency.

6. Accounting, Inspection and Auditing -The Consultant shall permit the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client.

**7. Expiration of Contract: The time period shall be** 36 Months from the date of signing of this contract. The tenure of assignment/ contract would be for a period of three (3) years from date of signing of agreement [Programme Setup (Duration 4 months) and Post-Setup Support (Duration 2 years and 8 months)]. The contract may be extended further for 3 (Three) years and beyond on satisfactory performance of the successful bidder and based on the sole discretion of DGT on the same Terms and Conditions..

Note: All the forms submitted by the Successful bidder will be an integral part of this Contract.

On behalf of DGT	On behalf of consultant
<b>SIGNATURE OF DGT</b> Name: Designation: Joint Director, MSDE	<b>SIGNATURE OF CONSULTANT</b> Name: Designation:
Witness: Signature Name: Designation:	Witness: Signature Name: Designation:

## **ANNEXURE II: Non-Disclosure Agreement**

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{On the non-judicial stamp Paper of Value Rs 100/-}

This Non-Disclosure Agreement made and entered into at ..... this.....day of ..... 2024 BY AND BETWEEN ..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at ..... of the ONE PART are hereinafter as “the Party”.

AND

Directorate general of Trainings having office at 7<sup>th</sup> Floor, Kaushal Bhawan, New Moti Bagh, New Delhi 110023 (hereinafter referred as DGT which express shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART. MSDE are hereinafter as “the Party”

WHEREAS:

1. DGT floated a Request for Proposal for selection of Consultancy Agency/Firm for Project Monitoring Unit (PMU) to support the implementation of Scheme “National Scheme for ITI Upgradation”, the scope of which is specified therein and whereas \_\_\_\_\_ (Name of Bidder) has through an RFP process, bid for the work.

2. Consultancy Agency is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

3. Consultancy Agency is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to MSDE.

4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

5. Receiving Party means who receives the confidential information.

6. Disclosing Party means who discloses the confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and DGT or its representatives to have specific access to DGT's property / information and other data it is hereby agreed by and between the parties hereto as follows:

#### 1. Confidential Information

(i) "Confidential Information" means all information disclosed/furnished by MSDE or any such information which comes into the knowledge of the Consultancy Agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Consultancy Agency to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";

"Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of DGT including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

(iii) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

iv) The Consultancy Agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement.

(b) was rightfully in the possession of the Consultancy Agency without any obligation of confidentiality prior to receiving it from DGT, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.

(c) was rightfully obtained by the Consultancy Agency from a source other than DGT without any obligation of confidentiality,

(d) was developed by for the Consultancy Agency independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of DGT. Upon termination of this Agreement, Confidential information shall be returned to DGT or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of DGT in respect of the Confidential Information.

In the event Consultancy Agency is legally compelled to disclose any Confidential Information, Consultancy Agency shall give sufficient notice of 45 days to MSDE to prevent or minimize to the extent possible, such disclosure. Consultancy Agency shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of DGT. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Consultancy Agency will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

## 2. Non-disclosure

The Consultancy Agency shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Consultancy Agency who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Consultancy Agency shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Consultancy Agency agrees to notify

DGT immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding ‘DGT’ and any of its Affiliates, customers and their accounts (“Customer Information”). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of DGT’s business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or
- f) Financial information; or
- g) Capital adequacy computation workings

### 3. Publications

The Consultancy Agency shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of DGT.

### 4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by DGT, whichever is earlier. The Consultancy Agency hereby agrees and undertakes to DGT that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed DGT promptly return or destroy, under information to DGT, all information received by it from DGT for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Consultancy Agency further agrees and undertake to DGT certify in writing to DGT that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The Consultancy Agency agrees and undertake to treat Confidential Information as confidential for a period of [three (3)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

#### 5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by DGT to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with DGT.

#### 6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

#### 7. Remedies

7.1. The Consultancy Agency acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Consultancy Agency will result in irreparable damage to DGT for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. DGT shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to DGT shall include DGT's costs and expenses of enforcement (including the attorney's fees).

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing

party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.
- d. Termination of contract

7.5. Disclosing Party may visit Receiving Party’s premises, with reasonable prior notice and during normal business hours, to review Receiving Party’s compliance with the term of this Agreement.

#### 8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

#### 9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party’s right to independently develop or acquire product without use of the other party’s Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.



9.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.5. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at New Delhi and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.6. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.7. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.8 All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

## 10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both Party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

## 11. Governing Law

The provisions of this Agreement shall be governed by the laws of India and the competent court at New Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

## 12. General

DGT discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

On behalf of bidder

SIGNATURE OF CONSULTANT

Name:

Designation:

Witness 1:

Signature

Name:

Designation:

Witness 2:

Signature

Name:

Designation:

**Annexure III**

**ANNEXURE III: Integrity Pact**

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{On the non-judicial stamp Paper of Value Rs 100/-}

Between

[Directorate General of Training (DGT)]

and

M/s \_\_\_\_\_, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at represented by Shri \_\_\_\_\_, hereinafter referred to as “The Bidder”

Preamble

DGT intends to award, under laid down organization procedures, contract (s) for Selection of Consultancy Agency for setting up Project Monitoring Unit (PMU) to support the implementation of Scheme “National Scheme for ITI Upgradation”. The DGT values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

In order to achieve these goals, the DGT and the above-named Bidder enter into this agreement called ‘Integrity Pact’ which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

**Section I – Commitments of Client**

1. DGT commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) The DGT undertakes that no official of the DGT connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - b) DGT will, during the pre-contract stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in

comparison to other bidder and could obtain an advantage in relation to the tender process or the contract execution.

- c) DGT will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding process.
2. If DGT obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the matter will be informed to its Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section II – Commitments of the Bidder**

1. The Bidder commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
  - a) The Bidder will not, directly or through any other person or firm, offer, promise or give to DGT, or to any of DGT’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
  - b) The Bidder shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non – submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.
  - c) The Bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by DGT part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) Bidders will not pass any information provided by DGT as part of business relationship to others and not to commit any offence under PC/IPC Act.
  - e) The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any involved directly or indirectly in the Bidding.

- f) The Bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
  - g) The Bidder will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of DGT.
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section III- Disqualification from tender process and exclusion from future contract**

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, DGT may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, DGT may after following due procedures also exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.
- (3) If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, DGT may revoke the exclusion prematurely. However, decision of DGT in this regard shall be final and binding on the bidder.

### **Section IV – Liability for violation of Integrity Pact**

- (1) If DGT has disqualified the Bidder from the tender process prior to the award under Section III, DGT may forfeit the applicable Bid Security/ Earnest Money Deposit Under the Bid.
- (2) If DGT has terminated the contract under Section III, DGT may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

### **Section V- Previous Transgression**

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 year with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process of the contract, if already awarded, can be terminated for such reason.

#### **Section VI – Equal treatment to all Bidder**

(1) DGT will enter into agreements with identical conditions as this one with all Bidders.

(2) DGT will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

#### **Section VII – Punitive Action against violating Bidders**

If DGT obtains knowledge of conduct of a Bidder or an employee or a representative or an associate of a Bidder which constitutes corruption, or if DGT has substantive suspicion in this regard, DGT will inform the Chief Vigilance Officer (CVO).

Nothing mentioned here in above may deem to restrict the right of DGT, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders to initiate necessary action under the Competitions Laws for the time being in force.

#### **(\*) Section VIII – Independent External Monitor/Monitors**

(1) DGT has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India.

(2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to DGT, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to DGT, giving joint findings.

(3) The IEMs are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

(4) The Bidder(s) accepts that the IEM has the right to access without restriction to all documentation related to this contract including that provided by the Bidder. The Bidder will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.

(5) DGT will provide to the IEM information as sought by him which could have an impact on the contractual relations between DGT and the Bidder related to this contract.

(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the DGT and request the DGT to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to DGT and the Bidder, as deemed fit, to present its case before making its recommendations to DGT.

(7) The IEM will submit a written report to the DGT within 8 to 10 weeks from the date of reference or intimation to him by DGT and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the IEM has reported to the DGT a substantiated suspicion of and offence under relevant Anti-Corruption Laws of India, and the DGT has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

(9) The word ‘IEM’ would include both singular and plural.

(10) A Bidder signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

#### **Section IX – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder’s six month after the contract has been awarded.

#### **Section X – Other Provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of DGT.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) Nothing in this agreement shall affect the rights of the parties available under the condition which are part of the Bidding Document.

(4) View expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

***# CVO shall be applicable for packages wherein IEM are not identified in the bidding document IEM shall be applicable for packages wherein IEM are identified in the bidding document.***

(5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

On behalf of bidder

SIGNATURE OF CONSULTANT

Name:

Designation:

Witness 1:

Signature

Name:

Designation:

Witness 2:

Signature

Name:

Designation:



## **Appendix I: Bank Guarantee Format for Performance Security**

---

*(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)*

Ref Bank Guarantee No.....

Date.....

To

The President of India, through  
Deputy Director  
Directorate General of Training (DGT),  
Ministry of Skill Development and  
Entrepreneurship,  
Government of India,  
7th Floor, Kaushal Bhawan,  
New Moti Bagh,  
New Delhi, Delhi-110023

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Consultant, hereinafter called “the Consultant”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of contract no ..... date..... to delivery ..... (description of Services) (hereinafter called “the contract”).

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said contract that the Consultant shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we ..... with our Head Office at..... (name and address of the Bank, hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Consultant such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without

your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....

Our.....branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....  
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

\*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

## Appendix II

No.F.1/20/2018-PPD  
Government of India  
Department of Expenditure  
Ministry of Finance  
Procurement Policy Division

169-A, North Block, New Delhi,  
2<sup>nd</sup> November, 2021.

### OFFICE MEMORANDUM

**Subject: Guidelines on Debarment of firms from Bidding**

Attention is drawn towards Rule 151 of General Financial Rules (GFRs), 2017 regarding 'Debarment from Bidding' which is reproduced as under:

*(i) A bidder shall be debarred if he has been convicted of an offence—*

- (a) under the Prevention of Corruption Act, 1988; or*
- (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.*

*(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.*

*(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.*

*(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.*

2. This department has received a reference from Department of Commerce with a proposal that the task of universal banning of firms as per Rule 151 (ii) of GFRs as above may be undertaken by Department of Expenditure or should be decentralized to individual line Ministries/ Departments as DGS&D had been wind up on 31.10.2017. Central Public Procurement Portal (CPPP) or the Department of Expenditure can then maintain a master data of all such banned firms and it can be made available in public domain.

3 In context of above, all issues regarding debarment have been reviewed in consultations with major procuring Ministries/ Departments and it is decided to issue attached 'Debarment Guidelines' in suppression to all earlier instructions on this subject.

4. This issues with the approval of Finance Secretary.



2.11.21

(Sanjay Aggarwal)

Advisor/ Procurement Policy Division

Email: sanjay.aggarwal68@nic.in

Tel: 23083224

To,

Secretaries, All Central Ministries/ Departments.

Secretary/ Department of Public Enterprises with a request to circulate these instructions to all Central Public Sector Undertakings (CPSUs).

**Annexure**

**Guidelines on Debarment of firms from Bidding**

1. The Guidelines are classified under following two types:
  - (i) In cases where debarment is proposed to be limited to a single Ministry, the appropriate Orders can be issued by that Ministry itself, thereby banning all its business dealing with the debarred firm.
  - (ii) Where it is proposed to extend the debarment beyond the jurisdiction of the particular Ministry i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

**Definitions**

2. **Firm:** The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
3. **Allied firm:** All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
  - a. Whether the management is common;
  - b. Majority Interest in the management is held by the partners or directors of banned/ suspended firm;
  - c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
  - d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
  - e. All successor firms will also be considered as allied firms.
4. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

**Debarment by a Single Ministry/ Department**

5. Orders for Debarment of a firm(s) shall be passed by a Ministry/ Department/ organizations, keeping in view of the following:
  - a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
  - b. Firms will be debarred if it is determined that the bidder has breached the code of Integrity as per Rule 175 of GFRs 2017.

- c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Ministry/ Department, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.
  - d. It shall **not** be circulated to other Ministries/ Departments. It will only be applicable to all the attached/ subordinate offices, Autonomous bodies, Central Public Sector Undertakings (CPSUs) etc. of the Ministry/ Department issuing the debarment Order.
  - e. The concerned Ministry/ Department before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
  - f. Secretary of Ministry/Department may nominate an officer at the rank of Joint Secretary/Additional Secretary as competent authority to debar the firms.
  - g. Ministry/ Department that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same. Ordinarily, the revocation of the Order before expiry of debarred period should be done with the approval of Secretary concerned of Ministry/Department.
  - h. The Ministry/Department will maintain list of debarred firms, which will also be displayed on its website.
  - i. Debarment is an executive function and should not be allocated to Vigilance Department.
6. Code of integrity as contained in Rule 175 of the GFRs is reproduced as under:

*No official of a procuring entity or a bidder shall act in contravention of the codes which includes*

*(i) prohibition of*

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.*
- (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.*
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.*
- (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.*
- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.*
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.*
- (g) obstruction of any investigation or auditing of a procurement process.*

*(h) making false declaration or providing false information for participation in a tender process or to secure a contract;*

*(ii) disclosure of conflict of interest.*

*(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.*

7. It is possible that the firm may be debarred concurrently by more than one Ministry/ Department.

8. Ministries/ Departments at their option may also delegate powers to to debar bidders to their CPSUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for debarment in para 5 as above are to be kept in mind. Debarment by such bodies like CPSUs etc. shall be applicable only for the procurements made by such bodies.

9. Similarly, Government e-Marketplace (GeM) can also debar bidders upto two years on its portal.

10. In case of debarments under para 8 as above, revocation the debarment orders before expiry of debarred period should be done only with the approval of Chief Executive Officer of concerned CPSUs etc.

#### **Debarment across All Ministries/ Departments**

11. Where a Ministry/ Department is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, the Ministry/ Department concerned, should after obtaining the approval of the Secretary concerned, forward to DoE a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. DoE will issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases.

12. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in the Ministry/ Department forwarding such proposal.

13. Ministry/ Department before forwarding the proposal to DoE must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm). If DoE realizes that

sufficient opportunity has not be given to the firm to represent against the debarment, such debarment requests received from Ministries/ Departments shall be rejected.

14. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances

15. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by any Ministries/ Departments/ Attached/Subordinate offices of the Government of India including autonomous body, CPSUs etc. after the issue of a debarment order.

16. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

#### **Revocation of Orders**

14. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and It will not be necessary to issue a specific formal order of revocation.

15. A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

#### **Other Provisions (common to both types of debarment)**

16. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the Ministry/ Department. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

17. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

18. Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.

19. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".



### Appendix III: Power of Attorney for signing of Bid

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the **Project Management Unit (PMU) to support the implementation of the “National Scheme for ITI Upgradation”** Project proposed including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses representing us in all matters, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into the contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

- i. 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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ii. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

### **LIST OF ABBREVIATION**

DGT: Directorate General of Training

ITI: Industrial Training Institute

NSIT: National Skill Training Institute

MSDE: Ministry of Skill Development and Entrepreneurship

LOI: Letter of Intent

AOC: Award of Contract

PMU: Project Management Unit

RFP: Request for proposal

EMD: Earnest Money Deposit

PBG: Performance Bank Gurantee

QCBS: quality and Cost base Selection

GeM: Government E Market place

CTS: Craftsman Training Scheme

M&E: Monitoring and Evaluation

PDD: Proposal Due Date

TOR: Terms of Reference

GoI: Government of India.

CV: Curriculum Vitae

DPIIT: Department for promotion of Industry and Internal trade

FY: Financial Year

CEC: Consultancy Evaluation Committee (CEC)

LLP: Limited Liability Partnership

INR: Indian Rupees

TVET: Technical and Vocational Education and Training

ToT: Training of Trainers

SPV: Special Purpose Vehicle

MOA: Memorandum of Association

AOA: Articles of Association

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