

RFP for Online Skill Training (E-Hunar)
Punjab Skill Development Mission Society

Punjab Skill Development Mission Society, SCO-149-152
Sector 17- C , Chandigarh

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1.0 DOCUMENT CONTROL SHEET

Serial No	Particular	Details
1	Document Reference Number	I/21444/2021
2	Start date of Tender Document	27-03-2021
3	Last date for Pre bid queries online submission by bidders(The pre-bid queries may be mailed at swati.thakur.psdm@gmail.com)	05-04-2021
4	Pre-bid clarification to queries by PSDM to be uploaded on PSDM website (www.psdm.gov.in)	09-04-2021
5	Last date and time for receipt of Bids	15-04-2021
6	Date for opening of Pre- Qualification Bids	“To be intimated Later”
7	Date of presentation and opening of Technical Bids.	“To be intimated Later” (Notice will be published on PSDM website)
8	Date of Presentation and opening of Financial Bids	“To be intimated Later” (Notice will be published on PSDM website)
9	Earnest Money Deposit –(EMD)	Earnest Money deposit amounting to Rs. 50000/- (Fifty Thousand) which is to be paid through online mode (NEFT/RTGS, OTC, NET-BANKING, IPG). Other mode of payment will not be considered.
10	Office Address(Technical Bid submission, and other relevant purposes)	Punjab Skill Development Mission Society, SCO-149-152, Sector 17-C, Chandigarh
11	Single point of contact from PSDM society regarding all queries related to this Tender Document	Ms. Swati Thakur, Manager IEC (0172-2720152)
12	Website of department	http://www.psdm.gov.in

INVITATION FOR BID(IFB)

BACKGROUND

Punjab Skill Development Mission Society (PSDM society) is the nodal agency in the state of Punjab to ensure organization of skill training programs for the rural and urban youth through nationally accredited training partners. It integrates the efforts of various departments and public and private stakeholders engaged in skilling the youth of the state through numerous skill development schemes such as DDU-GKY, NULM, BOCW, PMKVY-II, etc. and bring necessary scale, synergy, oversight and effective coordination in their implementation. PSDM society facilitates and monitors mobilization of eligible candidates at the grassroots level through empanelled training partners to participate in employment led and industry vetted hands-on skill training programs. The Mission also encourages and ensures organization of Kaushal-cum-Rozgar Melas and alumni meets from time to time in coordination with various stakeholders.

The skill training and youth employment mechanism has suddenly taken a complete back-seat due to outbreak of Coronavirus. Only a couple of months ago, “Skilling India” seemed to be the prime focus of our Government, which seems completely vanished due to the ongoing pandemic crisis. The self-employed youth involved arduously in growing their own businesses have suffered economically and psychologically in managing their resources and supply-chain. The youth working with industries and organizations are now jobless and waiting for new employment opportunities in near future under precarious circumstances. There has been multi-faceted outbreak of problems pertaining migrant laborers and workers. According to Center for Monitoring Indian Economy (CMIE) the current jobless percentage is around 23.48% (Source:<https://unemploymentinindia.cmie.com/>). This sudden drop in skill and employment ecosystem will bring economic imbalance and astray from our goal of attaining demographic dividend.

However, the challenges which COVID 19 pandemic has imposed should be treated as an opportunity in creating an even more stronger and resilient skill and employment ecosystem. The learning from pandemic needs to be recognized in strategizing a robust action plan for mainstreaming projects by using technology. The project proposal of online skill training is designed to address the issues in a holistic framework in creating a resilient system.

INVITATION

Through this Request for Proposal (Tender Document), it is intended to invite Bids for selecting “Training providers” to provide online skill training as per Scope of Work. The basic objective of the work is to conduct online skill training for youths of Punjab of both rural and urban areas.

PSDM society may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of PSDM society and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.0 INSTRUCTION TO BIDDERS

Definitions unless the context otherwise requires, the following terms whenever used in this Tender Document and Contract have the following meanings:

“PSDM society” means Punjab Skill Development Mission Society.

“Bidder” means firm/ company/ business entity who submits bid in response to this Request for Bid document.

“Committee” means committee constituted for evaluation of Bids.

“Training Provider” means the firm/ company/ business entity, selected through competitive tendering in pursuance of this Tender Document, for providing the services under the contract.

“Contract” means the Contract entered into by the parties for providing services along with the entire documentation specified in the Tender Document.

“State” means state of Punjab

3.1.7 “GCC” mean General Contract Conditions.

“IFP” means Invitation for Bids.

“ITB” means Instructions to Bidders.

“Bid” means bid submitted by bidders in response to the Tender Document issued by the PSDM society for selection of Training Provider.

“Services” means the work to be performed by the Training Provider pursuant to this Tender Document and to the contract to be signed by the parties in pursuance of any specific assignment awarded by PSDM society.

“SOW” means Scope of Work for the Service.

“INR” means currency in Indian Rupees.

“Days” means working days as per Punjab Government Gazette until and unless especially specified

“PBG” means performance bank guarantee.

General

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the services required. Bidders and recipients of this Tender document may wish to consult their own legal advisers in relation to this Tender document.

All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by PSDM society on the basis of this Tender Document

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the PSDM society. Any notification of preferred bidder status by PSDM society shall not give rise to any enforceable rights by the Bidder. PSDM society may cancel this Tender Document at any time prior to a formal written contract being executed by or on behalf of PSDM society.

This tender document supersedes and replaces any previous public documentation & communications regarding the same scope of work as mentioned in this Tender Document, and Bidders should place no reliance on such communications.

This tender document does not constitute an offer by PSDM society. The bidder’s participation in this process may result in PSDM society selecting the bidder to engage towards execution of the contract.

Bids are to be submitted online. A Valid Digital Signature Certificate(DSC) is mandatory to participate in the e-procuring process which may be procured from any of the authorized Certifying Authority (CA), such as; MTNL, TCS, eMudhra, N-code, Sify. For participating in the eprocing process, the bidder shall have to get themselves registered with <https://eproc.punjab.gov.in> and get user ID, Password.

Interested bidders can download the eproc documents online from website <https://eproc.punjab.gov.in> after depositing tender document cost and processing fee online.

The bidders will have to deposit tender, proposal processing fee, Earnest Money/Bid Security(Refundable) which is to be paid through online mode (NEFT/RTGS, OTC, NET-BANKING, IPG). Other mode of payment will not be considered.

Eproc processing fee (Non-Refundable) as applicable shall be paid to ITI (firm involved in e-procurement) strictly through online mode (NEFT/RTGS, OTC, NET- BANKING, IPG). Other mode of payment will not be considered.

Corrigendum / Addendum / Corrections, if any will be put on the website <https://eproc.punjab.gov.in/> www.psdm.gov.in.

This RFP Document is not transferable.

Tenders which are not on the prescribed tender form will be rejected straightway. Telegraphic quotations will not be accepted.

Tenders not meeting specifications as per the RFP Document will be ignored.

Failure to attach any document as well as requisite proof of EMD submitted with the technical bid will tantamount to incompleteness of the tender and the bid in question shall be rejected straightway without assigning any reason and no argument/ communication in this regard shall be entertained.

The tender document fee/ tender processing fees shall not be refundable under any circumstances.

The bidder shall upload bids on the website(<https://eproc.punjab.gov.in>)

Bidders must ensure that their Digital Signature must be valid at the time of tender evaluation.

Validity of Bids

Bids shall remain valid for a period of 90 (ninety) days from the date of opening of Financial Bid. PSDM society reserves right to reject a bid valid for a shorter period as non-responsive.

Prior to the expiration of the validity period, PSDM society will notify the successful bidder in writing or by fax or email, that its bid has been accepted. In case the tendering process is not completed within the stipulated period, PSDM society may like to request the bidders to extend the validity period of the bid. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional.

Right to Terminate the Process

PSDM society reserves the right to annul the Tender Document process, or to accept or reject any or all the Bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

Earnest Money Deposit (EMD)

The bidder shall furnish, as part of the Pre-qualification Bid, an Earnest Money Deposit (EMD) as mentioned in document control sheet.

The bidders will have to deposit Earnest Money/Bid Security (Refundable) of amount Rs 50,000/-(Fifty thousand) which is to be paid through online mode (NEFT/RTGS, OTC, NET-BANKING, IPG). Other mode of payment will not be considered.

1. EMD of all unsuccessful bidders would be released by PSDM as per the norms of www.eproc.punjab.gov.in. EMD of the successful bidder will be retained as PBG by PSDM. PBG shall remain valid for a period of ninety days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations. The successful bidder will be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project.

2. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

3. The EMD lying with the department in respect of other tender/ Tender Document/ RFP/ Expression of Interest etc. awaiting approval or rejected or on account of contracts being completed, will not be adjusted towards EMD for this Tender.

The EMD may however, be taken into consideration in case Tender Document are re-invited.

4. The Earnest Money will be forfeited on account of one or more of the following reasons:-

- i. Bidder withdraws its Bid during the validity period specified in Tender Document.
- ii. In case of a successful bidder, the said bidder fails to sign the Agreement in time.

Preparation of Bid

The Bidder must comply with the following instructions during preparation of Bids:-

1. The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the Tender Document. Failure to furnish all the necessary information as required by the Tender Document or submission of a bid not substantially responsive to all the requirements of the Tender Document shall be at Bidder's own risk and may be liable for rejection.

2. The Bid and all associated correspondences shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.

3. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The authorization shall be indicated by written power of attorney /Board Resolution and shall accompany the Bid.

4. In addition to the identification, the envelopes containing the Bids shall mention the name and address of the Bidder to enable the bid to be returned in the case it is declared late pursuant, and for matching purposes.

5. No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.

6. The bidder shall be responsible for all costs incurred in connection with participation in the Tender Document process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid in providing any additional information required by PSDM society to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. PSDM society will be in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Every page of the documents submitted by the bidder should be duly stamped & signed by the authorized signatory of the bidder.

8. Bid document should contain an Index Page and each page of the bid document should be serially numbered and in accordance with the index page.

9. Failure to comply with the below requirements shall lead to the Bid rejection:

i. Comply with all requirements as set out within this Tender Document.

ii. Submit the forms and other particulars as specified in this Tender Document and respond to each element in the order as set out in this Tender Document.

iii. Include all supporting documentations specified in this Tender Document, Corrigendum or any addendum issued.

3.7 Modification and Withdrawal of Bids

1. The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids. Bids once submitted can be revised before tender closing date & time. Financial rates data will be submitted in the encrypted format and digitally signed by bidders Digital Signature Certificate. No one can see the financial rates once submitted; even bidder itself will not be able to see the rates that which he has submitted, only he can revise the rates or can submit alternate offer. After closing of the tenders the financial bid will be opened by tender inviting authority and after that it will be visible online to all participated bidders depending upon tender type

that whose bid is lowest. Note down / take a print of “bid control number” once it is displayed on the screen

In case, the bidder needs to withdraw his submitted bid, then click “Withdrawal” as shown below and provide reason for withdrawal and proceed. The tender will be moved to Disqualified / Withdrawal section. Once withdrawn, tenders cannot be taken back. *Bids once submitted can be revised before tender closing date & time.* No bid may be modified subsequent to the deadline for submission of bids.

2. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

Submission of Bid

1. Pre-qualification Bid, Technical as well as Financial bids will be submitted online on <https://eproc.punjab.gov.in/>.
2. The Bidder is expected to carefully examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect will be at the Bidder's risk and may result in the rejection of the bid.

Pre-Qualification Bid	To be submitted online as per the format of eproc website.
Technical Bid	To be submitted online as per the format of eproc website.
Financial Bid	To be submitted online as per the format of eproc website.

Tender Cost and Proposal processing Fees

All applicants are requested to submit a non-refundable Tender Cost of Rs. 7,500/- (Rupees Seven Thousand five hundred only) and Proposal Processing Fee of Rs. 25,000/- (Rupees Twenty-Five Thousand only) which is to be paid through online mode (NEFT/RTGS, OTC, NET-BANKING, IPG). Other mode of payment will not be considered.

Late Bids

1. PSDM society shall not be responsible for any non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

Disqualifications

PSDM society may at its sole discretion and at any time during the evaluation of Bid, disqualify any Bidder, if the Bidder has:

1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
2. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project;
3. Submitted a bid that is not accompanied by required documentation or is nonresponsive;
4. Failed to provide clarifications related thereto, when sought;
5. Submitted more than one Bid(directly/in-directly);
6. Declared ineligible by the Government of India, any State/UT Government for corrupt and fraudulent practices or blacklisted.
7. Submitted a bid with price adjustment/variation provision.
8. Not submitted in the format as specified in the Tender Document.
9. Not submitted the Letter of Authorization (Power of Attorney/Board Resolution)
10. Suppressed any details related to bid
11. Submitted incomplete information, subjective, conditional offers and partial offers submitted
12. Submitted bid with lesser validity period
13. Any non-adherence/ non-compliance to applicable Tender Document content

Deviations

1. No deviations shall be allowed. Bid(s) with any type of deviations, assumptions, suggestions or conditions(s) shall be summarily rejected.

Bid Opening

1. The Bids submitted will be opened online through procedure of eproc.punjab.gov.in. If the date of opening happens to be a holiday then the tender will be opened on the next working day at the same time.

Bid Evaluation

PSDM society will constitute a Committee to evaluate the Bids submitted by Bidders. A three-stage process, as explained hereinafter, will be adopted for evaluation of Bids. No correspondence will be entertained outside the process of evaluation with the Committee.

Pre-qualification Criteria & Evaluation The pre-qualification bids of the bidders will be opened online. The bidders will be assessed as per the pre-qualification criteria defined in the Tender Document. Only the bidders who qualify pre-qualification shall be eligible for technical evaluation. Non-conforming Bids will be rejected and will not be eligible for any further processing. A Pre-qualification criterion is as below:

Serial No	Basic Requirement	Specific Requirement	Documents Required
1.	Legal Entity	a. Bidder should be a registered agency under Central/State Act. b. Should have been operating for the last 3 years as on 31st March 2020	a. Registration Certificate b. Authentic certificate from the practicing fellow member of Institute of Chartered Accountant of India (FCA).
2.	Skilling Experience	Agencies should have prior experience in implementation of Government Sponsored (Central/State) Skill Training Schemes in India. Any agency which have received work order/sanction order from	Work order/sanction order from Central/ State Government/NSDC in skill development field.

		Central/State Govt /NSDC. in skill development field prior to 28.02.2021 will be considered.	
3.	Blacklisting	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State/ Govt/ Central Govt/PSU for any reason.	Self- Certified Letter.
4.	Subletting/ Franchise	Will not involve into franchising/subletting/outsourcing of any activity related to training	Self- Certified Letter.
5.	Tax Registration	The bidder should have a registered GSTIN/ PAN number	Copies of relevant certificate.
6.	Experience of online skill training delivery	Experience in delivery of skill training through online mode. The project may be from State Govt/Central Govt./NSDC/ CSR/ Own initiative/order from any agency to conduct online training etc.	Screenshot/pictures of online training delivery and brief details of the online project/program.
7.	Selection of course and number of candidates proposed	The selected course should be chosen based on the strength of Training Partner in terms of Covid scenario, Infrastructure availability , Manpower, placement tie ups of the Training provider and portal availability.	As per Annexure.- 7 and Annexure- 8. An undertaking letter mentioning that course selected is from Annexure- 7 only.

Note- Only those bidders who have passed the Prequalification Eligibility Criteria will be eligible for Technical Evaluation.

3.16 Technical Bid Criteria and Evaluation

Evaluation Methodology

- I. The evaluation for the submitted proposals will be carried out in two parts, i.e. Technical Evaluation and Financial Evaluation.

Technical Evaluation Criteria

S.NO	Criteria	Max Criteria/ Sub Criteria Marks
1.	Past Skilling Experience of the Bidder (Round 01)	100
2.	Training delivery through online platform (Round 02)	50
	Total	150

Note: Supporting documents should be submitted

Round 01- RELEVANT PAST EXPERIENCE-100

SL No	Particulars	Maximum Marks	Supporting documents
1	Qualified Human Resource	10	Offer Letters/ HR Declaration of manpower of staff like(Trainers, Operational staff etc).
2	Past Experience in skill Development schemes	25	Work orders/Sanction orders
3	Customized Online Platform (Portal/Mobile App) Features/Functionality (Platform)	25	Platform used in online training delivery with active username and password for verification.
4	Online Content Delivery – Skill Trainings	25	Self-certified letter with link /web to access at least 10 recorded sessions.
5	Employability Potential Assessment	5	Annexure – 4

6	Placement Record	10	Employer declaration stating the no. of Employees working/worked with the particular organization of the concerned training partner/bidder.
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Round 02 (Presentation)- Training delivery through online platform -50

SL No	Particulars	Maximum Marks	Supporting documents/file
1	Online Platform demonstration including all the functionality/features such as attendance tracking, assignments allotment, chatbots, assessment evaluation, certification and placement record features etc.	25	Presentation
2	Details of Past Online Skill Trainings	20	(Project Details, Recorded Video lectures, ebooks etc.)
3	Project Progress in terms of Mobilized, Trained, Assessed, Certified & Placed delivered through online platform.	5	Self undertaking letter for the same

Note:-

Evaluation Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication.

Bidders must score a minimum of 60 percent marks in both Round 01 and Round 02 of technical evaluation to qualify for financial bid opening stage.

Financial Bid Evaluation

The Financial Bid will be taken for Category-I, II & III (per hr. Cost) as per internal decision of PSDM on the basis of hours and level of course. In case only single bid is received for any category, rebidding shall be done.

Final Evaluation

Final Allocation will be on the basis of LCBS. Multiple agencies will be given targets in the same category (who agree to negotiate the least cost bid amount) under different job roles in order to cover variable /variety of courses. Lowest per hour costing quote i.e. L-1 will be negotiable depending on the consideration of Committee. The Agency also needs to submit the cost breakup involving various heads/parameters of Skill Training in the quoted per hour cost as per Annexure- 6 . Categorization of agencies will be done on the basis of LCBS.

1. Errors & Rectification:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- ii. If there is a discrepancy between words and figures of the total price, the amount in words will prevail.
- iii. If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

Notification of Award of Contract

PSDM society will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of the contract.

Signing of Contract

The successful bidder will sign the Contract with PSDM society within 15 working days of the release of notification/Letter of Intent. After signing of the Contract, no variation in or modification of the term of the Contract shall be made except by mutual written amendment signed by both the parties (i.e. PSDM society & TRAINING PROVIDER).

Fraud and Corruption

All the Bidders must observe the highest standards of ethics during the process of selection of project Training Provider and during the performance and execution of contract.

For this purpose, definitions of the terms are set forth as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of PSDM society or its personnel in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non-competitive levels and to deprive the PSDM society of the benefits of free and open competition.
- iii. "Unfair trade practice" means supply of services different from what is ordered on ,or change in the Scope of Work given in Tender Document.
- iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

1. PSDM society will reject a bid for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

2. PSDM society will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

3. The Bidder will not engage or retain any Training Provider/individual to facilitate or lobby for award of contract. Canvassing by its agent(s) for getting the contract awarded will be construed as **corrupt practice**.

Confidentiality

1. Information relating to the examination, clarification and comparison of the Bids shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Bid. During the execution of the project except with the prior written consent of PSDM society , the Training Provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

2. Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ Training provider and/ or the PSDM society to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

Conflict of Interest

The Training providers shall provide professional, objective, and impartial advice and at all times hold the PSDM society's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. The Training provider shall not deploy former employees of PSDM society in any assignment under the Tender Document to ensure zero biasness.

4.0 General Contract Conditions (GCC)

Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the Tender Document or Contract Agreement, the interpretation of PSDM society shall be final and binding.

Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between PSDM society and the Training provider. The Training

provider subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Training provider shall be fully responsible for the services performed by it or any of its personnel on behalf of the Training provider hereunder.

During the period of the Contract, PSDM society may ask the Training provider to replace any resource if that resource is not found suitable/upto the mark of PSDM society satisfaction.

PSDM society shall have no liability whatsoever for any loss or injury to any property or any individual assigned to perform the services under this Agreement or otherwise, including any liability that may arise as a result of malfunction of any equipment or otherwise whatsoever.

Bidder will alone be responsible for any mishap or accident or untoward incidence during the maintenance of computer hardware and other devices which may occur due to negligence / default on the part of the Bidder or its staff deployed.

Outsourcing

Training provider shall not outsource any work related to the project or the part thereof to any other associated/franchisee/third party.

Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Training provider in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Training Provider shall indemnify PSDM society from all actions, costs, claims, demands, expenses and liabilities,

whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Training Provider, PSDM society shall be defended in the defense of such proceedings.

Governing Language

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

Project Review & Monitoring

PSDM society shall form a “*Project Review & Monitoring Committee*” for review & timely implementation of the project. Brief responsibility of this committee shall be as below:-

- i. Review and supervise the project progress,
- ii. Review and approve the deliverables submitted by the Training Provider,
- iii. Recommend release of payments and levy of applicable penalties,
- iv. Overall direction and guidance for successful implementation of the project

Contract Period

The total final contract period shall be as per work order or mutually agreed from the time of signing of contract. In case of any delay in the project not attributable to the Training Provider, or extension of project beyond contract period, the Training Provider has to provide the services as per the unit rates quoted in financial bid submitted.

Taxes and Duties

All taxes, duties and any statutory levies etc. payable by the Training Provider during the contract tenure shall be the sole responsibility of the Training Provider.

All taxes, duties and statutory levies payable to the Training Provider shall be paid as per prevailing rates.

Termination of Contract

Following reasons shall lead to the termination of contract:

The term of Contract expires.

Termination of Contract by the PSDM society due to non-adherence of contract/Tender Document terms and conditions.

Termination for Insolvency, Dissolution etc

PSDM society may at any time terminate the Contract by giving written notice to the Training Provider, if the Training Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Training Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to PSDM society.

Termination for In Convenience

PSDM society reserves the right to terminate, by prior written notice of 45 days, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for PSDM society's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

Material Breach

In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the *PSDM society* or *Training Provider*, as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach

Force Majeure

The Training Provider shall not be liable for termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the Training Provider and not involving the Training Provider’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of PSDM society in their sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

If a Force Majeure situation arises, the Training Provider shall promptly notify PSDM society in writing of such condition and the cause thereof. Unless otherwise directed by PSDM society in writing, the Training Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 calendar days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

Arbitration

“Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of thirty (30) days from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be _____

appointed as per the provisions of the Arbitration and Conciliation Act, 1896 and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1896, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Chandigarh, India.”

Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh, India only.

Local Office

Training Provider can open local office in Chandigarh/Mohali/Panchkula for providing smooth support in delivery of services.

Indemnification & Limitation of Liability

Subject to Clause 4.21.2 below, Training Provider (the "Indemnifying Party") undertakes to indemnify PSDM society (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or

likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

The indemnities set out in Clause 4.21.1 shall be subject to the following conditions

- i. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- iii. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. all settlements of claims subject to indemnification under this Clause will:
 - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim ;and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement
- vi. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

5.0 Payment Terms

The release of amount will be in following ratio:

SL .No	Particulars	% of release	Criteria
1	1 st Installment	30	On providing all Student login credentials
2	2 nd installment	40	After completion of the assessment of the candidates
3	3 rd Installment	30	On placement of 70 percent of target

Scope of Work at Training Partner level:

Agency shall adhere to the following terms & conditions in case of Award of Contract.

1. Mobilization of the candidates assisted by PSDM, however the liability lies with the Training partner.
2. E platform for training delivery will be provided by the training partner
3. Attendance of the candidates has to be ensured regularly.
4. Live training through TOT trained trainers will be provided.
5. Course content should be NSQF approved. Selected course should be from Annexure- 7.
6. Assessment to be conducted from Sector skill councils.
7. Certification of the candidates.
8. Placement of at least 70 percent of the candidates.
9. The criteria of selecting the courses should be based on Covid scenario, Infra available, manpower availability and placement tie ups with various organizations.

Scope of Work at PSDM Level

1. Regular monitoring of the project
2. Funding of the Project

Deliverables of the Project:

- Providing login credentials to the students.
- Training completion of the allotted target.
- Assessment and certification of the allotted target.
- 70 percent Placement of the allotted target.
- Documentation of the performance reports related to the Project on timely basis.
- Submission of requisite content delivered through live sessions, recorded sessions, ebooks etc.

Placement

Placement of the candidates has to be 70 percent.

Placement is defined as continuous employment for minimum of 3 months with minimum wages of the State, where the candidate is employed.

1. Proof for placement

Following types of placement documents can be treated as valid proof of placement document

SN	Type of Organization	Proof for placement
1	Organization with Human Resources department and providing salary slips	1. Salary slips 2. Salary payment proof (one of the following): successfully completed bank transfer, like NEFT or RTGS, from the employer or bank statement or pass book entries of the candidate's account indicating that wages have been paid. Or EPF/ESIC Records
2	All other organizations	Joint certificate issued by the employer and candidate (as per SF 7.1D) Salary payment proof (one of the following): successfully completed bank transfer, like NEFT or RTGS, from the employer or bank statement or passbook entries of the

		candidate's account indicating that wages have been paid Or EPF/ESIC Records
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2. Wage The wage is defined to include the following parameters: a. Cost to Company (CTC) – Basic pay, PF, ESI, HRA, DA, etc.- including Over time and incentives. Perquisites like Accommodation, Food & Transport etc. also will be considered.

Placement Verification: DPMU will verify the offer letter/appointment at the time of appointment and salary slips on monthly basis telephonically/physical visits.

Functionality for Placement documentations & verifications should be available on the online platform of the Agency, which can be verified/ accessed through the State and DPMU login at any point of time.

TECH SUPPORT REGARDING TENDERPORTAL

For any Technical related queries please call at the 24X7 Help desk

Number. 0120-4001002

0120-4200462

0120-4001005

0120-6277787

Email support

A) For any issues or clarifications relating to the published tenders, bidders are requested to contact PSDM.

Technical Support

For Technical issues, Kindly email at - **eproc@nic.in**.

7.0 Bid Formats

Following are the bid formats to be used by the bidders for submitting their bids under this tender document:

Annexure- 1	Covering Letter
Annexure- 2	Pre-qualification Form
Annexure-3	Compliance Sheet for Technical Qualification Bid along-with supporting documents
Annexure-4	Employability Potential Assessment
Annexure-5	Compliance sheet for technical qualification bid
Annexure- 6	Financial Bid Format-Summary of Costs
Annexure- 7	List of sector and Job roles
Annexure-8	Job role selection and Cost

Annexure-1

Bid Reference No. :

[Bidders are required to submit the covering letter as given here on their letterhead]

To

**Member Secretary,
Punjab Skill Development Mission Society
SCO-149-152, Sector-17-C,**

Sub: Bid for Selection as ‘Training Provider’ for “RFP of online skill Training”.

Dear Sir,

1. We, the undersigned, have carefully examined the referred Tender Document no., offer to propose for the selection as Training Provider, in full conformity with the said Tender Document.
2. We have read all the provisions of Tender Document & Corrigendum and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations (which have not been accepted by PSDM society), if any, found in our bid shall not be given effect to.
4. We agree to abide by this Bid, consisting of this letter, our Pre-qualification, Technical and Financial Bids, the duly notarized written power of attorney/Board Resolution, and all attachments, for a period of 180 days from the date of submission of Bid as stipulated in the Tender Document and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. We have indicated unit rates in the relevant bid forms. These unit rates are for the purpose of payment as well as for any price consideration in case of any increase / decrease of quantities from the scope of work under the contract.
6. Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance of the Bid and your notification of award, shall constitute a binding contract between us.
7. We hereby declare that all the information and statements made in this bid are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.

8. We declare that we have not been blacklisted or declared ineligible by any Central Govt./ State Govt./PSU, to participate in any tender.

9. We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

10. We declare that this is our sole participation in this Tender Document bid and we are not participating/co-participating through any of other related party or channel.

11. Receipt of Submission of EMD along with the bid.

Signature

Full name in the capacity of duly authorized to sign bid for and on behalf of

Date:

Place:

Annexure- 2: Pre-Qualification Form Cum Compliance sheet/Checklist Bid Reference No.:

[Bidders are required to upload details as per following format on eproc website along-with this checklist. The information will be used to check conformance of bidders to the Pre-qualification criteria. Bidder must submit requisite supporting proof as mentioned below. In case bidders desires to add more information extra sheet may be used).

Serial No	Basic Requirement	Specific Requirement	Documents Required	Documents uploaded (Y/N)
1.	Legal Entity	c. Bidder should be a registered agency under Central/State Act. d. Should have been operating for the last 3 years as on 31st March 2020	c. Registration Certificate d. Authentic certificate from the practicing fellow member of Institute of Chartered Accountant of India(FCA).	
2.	Skilling Experience	Agencies should have prior experience in implementation of Government Sponsored (Central/State) Skill Training Schemes in India. Any agency which have received work order/sanction order from	Work order/sanction order from Central/State Government/NSDC in skill development field.	

		Central/State Govt/NSDC. in skill development field prior to 28-02-2021 will be considered.		
3.	Blacklisting	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State/ Govt/ CentralGovt/PSU for any reason.	Self- Certified Letter.	
4.	Subletting/ Franchise	Will not involve into franchising/subletting/outsourcing of any activity related to training	Self- Certified Letter.	
5.	Tax Registration	The bidder should have a registered GSTIN/ PAN number	Copies of relevant certificate.	
6.	Experience of online skill training delivery	Experience in delivery of skill training through online mode. The project may be from State Govt/Central Govt./NSDC/ CSR/ Own initiative/order from any agency to conduct online training etc.	Screenshot/pictures of online training delivery and brief details of the online project/program .	
7.	Selection of course and number of candidates proposed	The selected course should be chosen based on the strength of Training Partner in terms of Covid scenario, Infrastructure availability , Manpower, placement tie ups of the Training provider and portal availability.	As per Annexure. - 7 and Annexure- 8. Undertaking letter that course selected is from Annexure-7 only.	

Signature

Full name in the capacity of duly authorized to sign bid for and on behalf of

Date: _____

Place: _____

Annexure- 3: COMPLIANCE SHEET FOR TECHNICAL QUALIFICATION BID

SL No	Particulars	Maximum Marks	Supporting documents	Documents uploaded(Y/N)
1	Qualified Human Resource	10	Offer Letters/ HR Declaration of manpower of staff like (Trainers , Operational staff etc).	
2	Past Experience in skill Development schemes	25	Work orders/Sanction orders	
3	Customized Online Platform (Portal/Mobile App) Features/Functionality (Platform	25	Platform used in online training delivery with active username and password for verification.	
4	Online Content Delivery – Skill Trainings	25	Self-certified letter with link /web to access at least 10 recorded session .	
5	Employability Potential Assessment	5	Annexure - 4	

6	Placement Record	10	Employer declaration stating the no. of Employees working/worked with the particular organization of the concerned training partner/bidder.	
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Signature

Full name in the capacity of duly authorized to sign bid for and on behalf of

Date:

Place:

Annexure- 4: EMPLOYABILITY POTENTIAL ASSESSMENT

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

We, M/sname, having its registered office at <<Office address>>, want to conduct the training in the insectors (no.). We did the Employability Potential Assessment based onCompanies/Employer (no.) andyouth (no.)

SL No	Sector	Name of the Organization in which the candidates will be placed	Number of potential job offers to be made on Annual basis	Average salary to be offered	Expected date of Joining

Total

SL No	Sector	Name of the organization	Number of potential job offers made by the contacted organization	Number of Employees working in the organisation	Percentage (No. of employees working w.r.t Job offers made)

Total

Signature

Full name in the capacity of Duly authorized to sign bid for and on behalf of

Date:

Place:

Annexure- 5: COMPLIANCE SHEET FOR TECHNICAL QUALIFICATION BID

(Round 02)

Sr. No	Particulars	Approximate time for Presentation	Presentation uploaded on https://eproc.punjab.gov.in website
1.	Online Platform demonstration	15 minutes	Y/N
2	Details of Past Online Skill Trainings (Project Details, Online Content delivery in terms/mode (Live two way communication and Recorded Video lectures, ebooks etc.)		
3	Project Progress in terms of Mobilised, Trained, Assessed, Certified & Placed.		

Full name in the capacity of duly authorized to sign bid for and on behalf of

Date:

Place

Annexure-6: FINANCIAL BID FORMAT

Financial Bid Format:

SN	Category	Cost per candidate	Tax	Total
1.	Category-I			

Breakup of Category-I Cost

	Sub Component	Cost/Sub Component
a)		
b)		
c)		
d)		
e)		

SN	Category	Cost per candidate	Tax	Total
1.	Category-II			

Breakup of Category-II Cost

	Sub Component	Cost/Sub Component
a)		
b)		
c)		
d)		
e)		

SN	Category	Cost per candidate	Tax	Total
1.	Category-III			

Breakup of Category-III Cost

	Sub Component	Cost/Sub Component
a)		
b)		
c)		
d)		
e)		

Note- The Category-wise cost should not exceed Rs 5,000/-. In case of updation of job roles/change in total hours of the job roles financial cost will not be changed.

Full name in the capacity of duly authorized to sign bid for and on behalf of

Date:

Place

Annexure-7 Sectors and Job Roles for online skilling

SN	Sector	Job Role	QP Code	Duration	NSQF Level	Category
1	Automotive	Social Media & Digital Marketing Mgr	ASC/Q0501	500	6	2
2	Automotive	Telecaller	ASC/Q1105	220	4	2
3	BFSI	Goods & Services Tax (GST) Accounts Assistant	BSC/Q0910	100	4	3
5	BFSI	Insurance Agent	BSC/Q3801	320	4	3
6	BFSI	Mutual Fund Agent	BSC/Q3802	320	4	3
7	Healthcare	Diet Assistant	HSS/Q5201	480	4	1
8	Healthcare	Front Line Health Worker	HSS/Q8601	425	3	2
9	Healthcare	General Duty Assistant	HSS/Q5101	420	4	2
10	Healthcare	Home Health Aide	HSS/Q5102	360	4	2
11	IT-ITES	CRM Domestic Non-Voice	SSC/Q2211	400	4	2
12	IT-ITES	CRM Domestic Voice	SSC/Q2210	400	4	2
13	IT-ITES	Domestic Data entry Operator	SSC/Q2212	400	4	2
14	IT-ITES	Junior Software Developer	SSC/Q0508	400	4	2
15	IT-ITES	Web Developer	SSC/Q0503	400	5	2
17	IT-ITES	Domestic IT Helpdesk Attendant	SSC/Q0110	400	4	2
18	Logistics	Courier Delivery Executive	LSC/Q3023	270	3	2

19	Logistics	Documentation Assistant	LSC/Q1122	270	4	2
20	Logistics	Inventory Clerk	LSC/Q2108	250	3	1
21	Mgmt.E & nt.	Multifunctional Administration Executive	MEP/Q0205	250	5	3
22	Mgmt. & Ent.	Office Assistant	MEP/Q0202	180	3	3
23	PwD	Data Entry Operator – HearingImpaired	PWD/SSC/Q2212	400	4	2
24	PwD	Retail Trainees Associate – HearingImpaired	PWD/RAS/Q0103	280	3	2
25	Retail	Retail Sales Associate	PWD/RAS/Q0104	280	4	2
26	Retail	Retail Store Manager	RAS/Q0104	280	4	2
27	Telecom	Customer Care Executive (Call Centre)	TEL/Q0100	200	4	2
29	Tourism & Hosp.	Front office Executive	THC/Q0109	495	5	2
30	IT-ITES	Domestic IT Helpdesk Attendant	SSC/Q0110	400	4	2
31	Logistics	Courier Delivery Executive	LSC/Q3023	270	3	2
32	MEPSC	EEE (English employability and Entrepreneurship Program)		155		3

Note- Additional 40 hrs of Soft Skills training will have to be provided for the selected course except EEE Course.

Annexure-8

SL NO	Sector	Job role	Category (I/II/III)	Proposed training target

Note:- Selected course should be from Annexure- 7.

Full name in the capacity of duly authorized to sign bid for and on behalf of

Date:

Place

SF 7.1D: Joint salary certificate issued by the employer and the candidate in organizations where salary slip is not issued

Certificate for monthly salary

To

.....

This is certify that Sri/Ms _____ is employed with _____ from the _____ (date of employment).

The breakup of salary for _____ (month) is as follows:

Number of days worked

Total no. of calendar days	Total no. of calendar days worked	No. of calendar days was not paid (absent or leave without pay)

Salary details:

Sl.No	Details	Amount in Rs.
1	Basic	
2	Other Allowance	
3	Total deductions from salary	
4	Net take home pay	

5	Statutory payments made by the employer	
6	Perquisites given and their value	
7	Total cost to company (CTC)	

Bank account number and branch details of the candidate's bank account ,if it is different from the account already furnished.

The information given above is true to the best of our knowledge

Yours sincerely

(Name, designation and stamp, if any of the employer)

Candidate`s confirmation statement

- The information given above is correct.

Or

- The following information is incorrect:
 -
 -
 -

Strike out one of the item.

Yours sincerely

(Name of the candidate)