

Madhya Pradesh State Skill Development and Employment Generation Board

**“Request for Proposal
for Selection of Private Partner to Establish,
Operate & Maintain Mega Skill Training Centres
in Madhya Pradesh on PPP mode” under
Mukhya Mantri Kaushal Samvardhan Yojana
(MMKSY)**

November 2019

RFP No. 2/MPSSDEGB/MSK/2019

Date of issue of RFP

8th November 2019

**Madhya Pradesh State Skill Development and Employment Generation Board
(MPSSDEGB),**

**Department Of Technical Education and Skill Development,
Government Of Madhya Pradesh, ITI Govindpura Campus,
Govindpura, Bhopal – 462023**

Notice Inviting Technical Proposals

Madhya Pradesh State Skill Development and Employment Generation Board (MPSSDEGB), earlier known as Madhya Pradesh Council of Vocational Education and Training (MPCVET), is the nodal agency in the State of Madhya Pradesh to coordinate, synergize and implement the Skill Development and employment initiatives supported by central and state governments.

MPSSDEGB's primary objective is to build the capacity of the youth of Madhya Pradesh and equip them with employability and entrepreneurship skills through targeted skilling programmes.

This document invites technical proposals from the reputed Applicants/ bidders, who are interested in delivering skill development programmes in the State. Based on evaluation of the technical proposal, Applicants will be empanelled with MPSSDEGB to train youth under Mega Skill Training Center. **The last date for receipt of the proposals is 23rd December 2019. The proposals shall reach MPSSDEGB latest by 03:00 PM of the mentioned last date.**

The Proposal document is available at our website: ssdm.mp.gov.in and www.mpskills.gov.in

The proposals may be sent to the undersigned at the below mentioned address:

The Chief Executive Officer
Madhya Pradesh State Skill Development and Employment Generation Board
Reception Desk, MPSSDEGB
Gas Rahat ITI Campus
Raisen Road, Govindpura
Bhopal – 462023

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List of Abbreviations

Terms	Description
BG	Bank Guarantee
DoTESDE	Department of Technical Education ,Skill Development and Employment
EMD	Earnest Money Deposit
GoI	Government of India
ITI	Industrial Training Institute
MoSDE	Ministry of Skill Development and Entrepreneurship
LoA	Letter of Award
MMKSY	Mukhya Mantri Kaushal Samvardhan Yojna
MMKY	Mukhya Mantri Kaushalya Yojna
MPCVET	Madhya Pradesh Council for Vocational Education & Training
MPSSDEGB	Madhya Pradesh State Skill Development and Employment Generation Board
NOS	National Occupational Standard
NSDC	National Skill Development Corporation
PG	Performance Guarantee
QP	Qualification Pack
RFP	Request for Proposal
SDC	Skill Development Centre
SSC	Sector Skill Council
ToR	Terms of Reference

Schedule of Activities

Sl. No.	Milestone	Date
1.	Circulation of the RFP document	08.11.2019
2.	Submission of pre-bid queries	15.11.2019 (till 4.00 pm)
3.	Pre-bid meeting	18.11.2019 at 02.00 pm at Model ITI Auditorium, MPSSDEGB Campus, Govindpura, Bhopal – 462023
4.	Issue of pre-bid meeting clarifications and its circulation	22.11.2019
5.	Deadline for submission of Technical Proposal	23.12.2019 till 03.00 PM
6.	Opening of Technical Proposal	24.12.2019 at 11.00 AM at Model ITI Auditorium, MPSSDEGB Campus, Govindpura, Bhopal – 462023
7.	Technical Presentation	27.01.2020 to 03.02.2020 (tentative)
7.	Notification / Empanelment of Selected Applicants/ Industry Partners	Till 20.02.2020
8.	Signing of Agreement with Applicants through MoU and sanction order	Till 27.02.2020
9.	Commencement of work (registration of Applicants on portal and mobilization of candidates) by	Till 01.04.2020

Other Key Information

Item	Reference
Proposal Issuing Date	08.11.2019
RFP No.	RFP No. 2/MPSSDEGB/MSC/2019
Title	Request for Proposal for Selection of Private Partner to Establish, Operate & Maintain Mega Skill Training Centres in Madhya Pradesh on PPP mode
Issuing Authority	The Chief Executive Officer of the Madhya Pradesh State Skill Development and Employment Generation Board (MPSSDEGB), Bhopal
Contact person details	Shri G. N. Agrawal, Additional Chief Executive Officer, MPSSDEGB, Bhopal Contact No.: 0755-2581138; email – mpssdegb@mp.gov.in
E-mail address for Pre-bid queries	Please send your queries regarding this proposal prior to stipulated date on mpssdegb@mp.gov.in . Queries received on above email address before stipulated time would only be considered in the pre bid meeting.
Website address	ssdm.mp.gov.in and www.mpskills.gov.in
Date and time for Pre-bid Meeting	11.06.2019 at 02.00 pm at Model ITI Auditorium, MPSSDEGB Campus, Govindpura, Bhopal – 462023
Venue for Pre-bid Meeting	Madhya Pradesh State Skill Development and Employment Generation Board Model ITI Auditorium Gas Rehabilitation ITI Campus Raisen Road, Govindpura Bhopal – 462023
Bid Price/Tender Fee	Rs. 10000/- (INR Five Thousand Only) payable in form of a demand draft from nationalised /scheduled commercial bank in favour of CEO, MPSSDEGB with the proposal.
Earnest Money Deposit	An EMD of Rs 2 lacs payable in form of a bank guarantee of scheduled commercial bank in favour of CEO, MPSSDEGB with the proposal, with validity of 270days from the

Item	Reference
	submission date of proposal. This Guarantee shall be irrevocable and remain in full force for a period of 270 (two hundred and seventy) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid
Last date and time for Submission of Technical Proposal	18.12.2019 till 05.00 PM
Address for submission of Technical Proposal	The Chief Executive Officer Madhya Pradesh State Skill Development and Employment Generation Board Reception Desk, MPSSDEGB Gas Rahat ITI Campus Raisen Road, Govindpura Bhopal – 462023
Validity of the Proposal	180 days from the last date of submission of the Technical Proposal. However, this may be extended by MPSSDEGB. In such a case, consent from the applicant would be sought in advance. If the applicant is not willing to provide its consent for extension, then its proposal with EMD would be returned.

Important Notes:

1. MPSSDEGB reserves the right to amend any or all conditions of this RFP document before the last date of submission of proposals, or to change the above schedule at any time, without assigning any reasons whatsoever.

In case any applicant fails to submit the original Demand Draft/Banker’s Cheque of Tender Fee and bank guarantee for Earnest Money Deposit along with the bid, the Technical Proposal of the applicant will be returned unopened. The Technical Bid will not be considered for further evaluation. The Demand Draft / Banker’s Cheque should be of a Scheduled Commercial Bank drawn in favor of “**CEO, MPSSDEGB**”, **payable at Bhopal**. The **Tender Fee/Bid Fee** and **BG of EMD** need to be placed inside a sealed

envelope and marked as "Tender Fee/Bid Fee and BG of EMD" and should be placed in the main envelope alongside the sealed envelope of Technical Proposal clearly marked as "Technical Proposal".

2. Contact Person for communication:

The Additional Chief Executive Officer
Madhya Pradesh State Skill Development and Employment Generation Board
Phone: 0755-2581138; 4045448
Email: mpssdegb@mp.gov.in

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary form or any other form by or on behalf of the Authority/Client or any of their employees or advisers, 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 Authority/Client to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this call for proposal. This RFP may include information, which may reflect the assumptions arrived at by the Authority/Client in relation to the programme implementation. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant is therefore encouraged to conduct its own investigation and analysis and should 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.

The Authority/Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority/Client, 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 anyway in this Selection Process. The Authority/Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. The Authority/Client 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 imply that the Authority/Client is bound to empanel one or more Applicant(s) or to appoint the Selected Applicants, as the

case may be, for the implementation of the programme and the Authority/Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

Definitions and Glossary

Terms	Description
Aadhar linked Biometric Attendance	Aadhar linked Biometric attendance machine captures unique biological/physical feature such as finger(s) print cross verified with data fetched through the UIDAI portal for identity verification. All centres must capture the biometric attendance of trainers and trainees as per the specifications provided on the web-portal of MPSSDEGB.
Agreement/Empanelment	Contract between MPSSDEGB and Applicant/s selected for implementing “Mega Skill Training Center”
Batch Size	The total no. of candidates getting trained in a particular job role at a particular time in a single classroom or practical room. The approved batch size is minimum 10 candidates to maximum 30 candidates.
Centre affiliation	All Applicants are required to get their training centres affiliated from MPSSDEGB.
Client/Authority	The Chief Executive Officer (CEO) of Madhya Pradesh State Skill Development and Employment Generation Board (MPSSDEGB), who has invited proposals for empanelment with whom the selected Applicant signs the Contract for the Services and to whom the selected Applicant shall provide services as per the terms and conditions and Terms of Reference (ToR) of the contract.
Disqualification	<p>The exclusion of the Applicant from the empanelment process or de-empanelment due to any of the following reasons:</p> <ul style="list-style-type: none"> • The Applicant has wrongly stated/manipulated the facts and figures in the proposal at any stage before/after the award of the Assignment. • The Applicant tries to influence the evaluation process by any means. <p>In case of disqualification, Earnest Money Deposit or Performance Guarantee, as applicable, shall be forfeited.</p>
Earnest Money Deposit	All applicants would be required to submit Earnest Money Deposit in form of a bank guarantee drawn in favour of

Terms	Description
	"CEO, MPSSDEGB".
Mobilization	Conveying the correct message to the target audience, thereby motivating them to participate/register for schemes.
National Occupational Standards (NOS)	<p>National Occupational Standards (NOS) specify the standard of performance an individual must achieve when carrying out a function in the workplace, together with the knowledge and understanding they need to meet that standard consistently. Essentially NOS are benchmark of good practices.</p> <p>Each NOS defines one key function in a job role. NOS describe functions, standards of performance and knowledge/understanding. The NOS are laid down by employers (through their SSCs). A set of NOS, aligned to a job role, called Qualification Pack (QP), would be available for every job role in each industry sector. These drive both the creation of curriculum and assessments.</p>
National Skill Development Corporation (NSDC)	National Skill Development Corporation (NSDC) aims to promote skill development by catalysing creation of large, quality, for-profit vocational institutions. It provides funding to build scalable, for-profit vocational training initiatives. Its mandate is also to enable support systems such as quality assurance, information systems and train the trainer academies either directly or through partnerships.
Placement	<p>Placement under this project is defined if a candidate fulfils the following criteria:-</p> <ul style="list-style-type: none"> • He/ she continue in job for 3 months or run his/her own set-up for 3 months, post completion of training programme. • Salary received as per the minimum wages of Semi-Skilled labour in the state of Madhya Pradesh or earned income as per the minimum wages of Semi-Skilled labour in the state of Madhya Pradesh. • He/she should receive the salary in his/her

Terms	Description
	dedicated bank account or should have earned the income in his/her dedicated bank account
Placement Rate	The number of students placed as a proportion number of students completed training (certification) of the batch size.
Qualifications Pack (QP)	QP comprises the set of Occupational Standards, together with the educational, training and other criteria required to perform a job role.
Sector Skill Councils (SSCs)	<p>SSCs are national partnership organizations that bring together all the stakeholders – industry, labor and the academia, for the common purpose of workforce development in particular industry sectors. They operate as autonomous bodies. These councils are registered as a Section 25 Co., or Society. Funding is initially done by NSDC & Industry.</p> <p>Objectives of SSCs:</p> <ul style="list-style-type: none"> • Conducting Research • Building Quality Assurance • Providing training curriculum • Affiliation of training centres • Assessment & certification • Setting up sectoral Centre of Excellences (CoE)
Post Placement Tracking	<p>Tracking of candidates for a period of 12 months (at least once every month) post completion of training. Candidate wise records are to be maintained regarding mode of tracking, date of tracking, person by whom tracking was done, latest status of the candidate (working/not working, satisfied/unsatisfied with job, wants new job etc.) and remedial measures to be taken (if required). A three-tier mechanism would be followed to track the candidates after placement:-</p> <ol style="list-style-type: none"> 1. Desk verification. 2. SMS and Telephonic Verification. 3. Physical Verification
Applicant/ Bidder	Any entity that has submitted its proposal and may provide Services to the Client under the Contract.

Terms	Description
Terms of Reference (ToR)	ToR means the document included in the RFP, which explains the objectives, scope of work, activities and tasks to be performed, respective responsibilities of the Client and the Applicant, and expected results and deliverables of the Assignment/job.
Sponsoring Agency	For the purpose of this RFP, the sponsoring agency is defined as any State Government/Central Government / Ministry/Department/ Government Agency / any PSU conducting CSR activities which has empanel the Applicant to conduct training programs and funded the training project of the Applicant.
Validity of the proposal	The proposal shall remain valid for a period of 180 days from the last date of submission specified in the tender document. However, it may be extended by MPSSDEGB. In such a case, consent from the Applicant/s would be sought in advance. If the applicant is not willing to provide its consent for extension, then its proposal with EMD would be returned.
MMKSY Scheme	Is a state sponsored skill development scheme which is implemented by MPSSDEGB. Under this scheme the candidates will be trained in NSQF aligned courses/ Qualification Packs and will be assessed and certified by SSC. The payment milestones of the scheme are based on common norms issued by Ministry of Skill Development and Entrepreneurship, Government of India.

1.0 Introduction

1.1. Introduction to MPSSDEGB

Madhya Pradesh State Skill Development and Employment Generation Board (MPSSDEGB) is the nodal agency for Skill Development and employment in the State and is registered as a society under Madhya Pradesh Society Registration Act 1973.

1.2. Objectives of MPSSDEGB

The objective of the board is to provide market aligned, quality oriented skill development training programs and providing both domestic and international employment and self-employment opportunities to the youth of Madhya Pradesh

1.3. Functions of MPSSDEGB

The functions of the Board have been identified as under:

1. To identify employment opportunities in and outside the state and conducting appropriate research.
2. To identify and develop skill development programs for promoting employment and self-employment opportunities.
3. To act as a bridge for linking employment and self-employment opportunities and youth of the state
4. To organise job fairs, campus placement drives, carrier fests in order to provide regular employment opportunities in private sector to the youth of the state
5. To organise counselling and carrier guidance programs for high school and higher secondary students.
6. To identify various posts under various departments and suggesting appropriate modification in order to promote employment opportunities for candidates trained under skilling development programs
7. Monitoring and Evaluation of skill development programs
8. To act as a nodal agency for all government sponsored employment and self-employment programs
9. To provide latest facilities for promotion of skill development and employment programs
10. To promote entrepreneurship in the state
11. To empanel TSPs for short-term training schemes.

1.4. Objectives of Project

- 1.4.1 The key objective of the project is to establish Mega Skill Centres across districts with a skill training capacity of 3000 to 5000 beneficiaries per year for both residential and non-residential training.
- 1.4.2 In order to foster skilling initiatives in the state, MPSSDEGB seeks to invite proposals from entities, which are eligible to apply for the Project as per Clause 2.1.
- 1.4.3 Projects shall be awarded to the Bidders achieving the required Overall Score based on evaluation of the technical and financial capability of Bidders in line with the criteria described in Clause 2.1, 2.2, 2.3 and 3.3 of this RFP. MPSSDEGB will not provide any land or building for setting up of Mega Skill Centre. The selected bidder has to setup/arrange the land and building for Mega Skill Training Center on his own and has to borne all cost related to it, MPSSDEGB will not be responsible for paying any cost related to setting up of Mega Skill Training Center. The Bidder shall apply as defined in the eligibility criteria.
- 1.4.4 The Preferred Bidders are required to procure & install equipment, operate and maintain the Mega Skill Training Centre and impart skill training as per the terms of concession agreement during the Concession Period. Costing of sanctioned work shall be determined in accordance with the Common Norms notified by the Ministry of Skill Development and Entrepreneurship (relevant extracts in Schedule-A) and subject to subsequent amendments from time to time or any notification by MPSSDEGB from time to time.

1.5. General Terms

- 1.5.1. Bidders must be eligible to apply for the Project as per Clause 2.1. Bidder could be either a Single entity or a Consortium of not more than 2 members.
- 1.5.2. To apply under one or more sectors listed at Clause 1.5.6, the Bidder will require to be affiliated with respective SSC before issue of any Work Order by MPSSDEGB and have the QP-NOS Compliance certificate for the course/ trade concerned.
- 1.5.3. The tenure of the Project shall be for a period of five (5) years from the effective date which can be renewed for an additional period of five (5) years at the discretion of Authority (the “Concession Period”) subject to:
 - i. the private partner continuing to meet the eligibility and qualifications criteria as required by the prevailing conditions for the project, or as may be amended by MPSSDEGB from time to time; and
 - ii. the satisfactory performance of the private partner under the project as per terms of agreement to be signed with private partner;

- 1.5.4. MPSSDEGB, at its discretion, can modify or terminate the Project earlier than the expiry of the Concession Period in the event of change in law or due to other relevant reason(s).
- 1.5.5. MPSSDEGB, at its discretion, can terminate the Project earlier than the expiry of the Concession Period in the event of failure of private partner to remain eligible in view of prevailing eligibility conditions (as revised from time to time) or to perform as per contract deliverables or other relevant reason(s) given in writing to the private partner.
- 1.5.6. The Bidders need to apply for one or more than one training sectors, the list of the sectors (focus sectors) for Mega Skill Training Center is as follows:

S.No	Focus Sector Name
1	Automotive
2	Bio-technology
3	Capital Goods Skill Council
4	Electronics
5	Food Processing
6	Green Jobs
7	Healthcare SSC
8	Infrastructure Equipment
9	Iron & Steel
10	Leather
11	Logistics
12	Mining
13	Power
14	Rubber
15	Strategic Manufacturing Sector Skill Council
16	Textile

1.6. Description of bidding process

- 1.6.1. Interested Bidders deemed eligible as per Clause 2.1 could participate in the Bidding Process by submitting the hardcopy of the proposal in the format given in the Annexure 4.1. Each Bidder must submit a single proposal including all of the sectors in which the Bidder wishes to start the Project. A Bidder may choose to apply in more than 1 sector.
- 1.6.2. Along with the Proposal, a Bidder is required to deposit a non-refundable processing fee (“the Processing Fee”) of INR 10,000/- (Rupees Ten Thousand only). The Processing Fee must be in the form of a crossed demand draft drawn on any nationalized/scheduled commercial bank in favor of “MPSSDEGB”, payable at par in Bhopal, Madhya Pradesh. Scanned copy of the same needs to be attached to the technical proposal.
- 1.6.3. Bidders shall also require to submit refundable bid security of INR 2,00,000.00 either in the form of Bank Guarantee in favor of “CEO, MPSSDEGB” from any Nationalized/ Scheduled Bank valid for a period of 270 days from due date of submission of bid. The bid security of unsuccessful bidders shall be returned

within 60 days of communication to the unsuccessful bidders about their disqualification. The bid security (EMD) of successful bidders shall be returned upon signing of agreement by the private partner and submission of performance security by the Preferred Bidder. Scanned copy of the same needs to be attached to the technical proposal. Bid processing fee and Refundable bid security shall be submitted offline as given in “Schedule of Activities” /Other Key Information” section.

- 1.6.4. MPSSDEGB shall endeavor to adhere to the schedule of activities as described in “Schedule of Activities section”, but reserves the right to alter the same. The date of all the events shall be notified on MPSSDEGB website.

1.7. Terms and Scope of Work

- 1.7.1. Bidders selected for a particular sector would be awarded work to establish Mega Skill Training Centre and impart skill training in that sector.
- 1.7.2. After signing the concessionaire agreement, the two consortium partners/or successful bidder may add a new partner. However, the new partner will only be allowed a maximum of 10% of the equity share. Minimum 90% of the equity should remain with the original bidders.
- 1.7.3. The following is the broad scope of work for Preferred Bidder. Detailed scope of work shall be incorporated into the agreement to be signed with the private partner. Based on the modifications on the national guidelines and state priorities, MPSSDEGB may modify the scope in accordance to the same.

(a) Equipping

- The Preferred Bidder shall be required to ensure the infrastructure readiness for the skill training program including but not limited to construction, establishment or renovation of the required infrastructure and deployment of required resources including human resources, tools and equipment for the operations of Mega Skill Centre.

(b) Mobilization of Trainees

- Prior to initiation of training, ground-level mobilization must be done by the private partner at their own cost in areas identified in consultation with MPSSDEGB.
- Mobilization should be accompanied by counseling wherein the private partners are expected to provide candidates all possible information on the nature of work in the sector/trade, availability of jobs, potential pay and entitlements, growth prospects and risks involved, with the aim of helping candidates and their families make informed choices.
- Registration of trainees must be linked to their Aadhaar identity, which the private partner are expected to facilitate before trainee registration.

(c) Mapping Youth Aspiration

- Every Mega Skill Training Centre needs to establish Mobilization & Counselling Centre. Here private partners will undertake research to determine youth aspirations so as to determine youth aspirations so as to determine their attitudes towards migration for placement etc.

- Private partner will develop a pool of trained counselors, suitable counseling tools and techniques with consultation of MPSSDEGB.
- Private Partner can outsource this Mobilization & Counseling centre also, to experts / specialists in the field.

(d) Batch management

- A training batch would consist of not less than 10 and not more than 30 trainees.

(e) Training Centre and Infrastructure

- A minimum area required for establishing Mega Skill Training centre would be 25000 Sq. Ft. excluding hostel. A separate hostel with all amenities for boys and girls within or outside campus with all prescribed norms need to be established.
- Training shall be residential as well as non-residential in nature. A minimum of 50% candidates should be trained under the residential mode.
- In the Mega Skill Training Centres, the private partner can run courses only funded by MPSSDEGB. In order to run any other Government Programmes/ CSR funded courses/ fee based courses for a particular period the private partner need to take prior written approval from MPSSDEGB.
- Training centres must be affiliated by MPSSDEGB as per the norms and specifications of the concerned Sector Skill Council (SSC) prior to initiation of training.
- Each training centre must be equipped with the infrastructure prescribed under the relevant Qualification Pack by the concerned Sector Skill Council for the job roles in which training will be imparted.
- Training centre infrastructure may be owned or hired.
- Biometric attendance is mandatory at each Center.

(f) Training delivery

- Bidders are not allowed to provide training through a franchisee arrangement. No part of training centre or training shall be sublet to any agency/individual in any form.
- The selected partner shall be responsible for all aspects of the training including centre readiness, quality of training delivery, assessment and certification, and outcomes required from the training.

(g) Curriculum

- Curriculum must be based on the National Occupational Standards (NOS) and Qualification Packs (QPs) developed by Sector Skill Councils established under the National Skill Development Corporation (NSDC).
- The training curriculum must have mandatory modules on soft skills including career counselling, computer literacy, financial literacy and entrepreneurship.

- Being a Skill Development program, the focus should be “hands on approach” and acquiring Competency in the Skill training being provided.

(h) Trainers

- Persons deployed as trainers by the private partner must be competent instructors in possession of requisite knowledge, skills and experience in their domain.
- For each trade offered under the Project, instructors must have completed Training of Trainer (TOT) and be SSC-certified trainers.

(i) Assessment and Certification

- An independent assessment of trainees by a third-party agency authorized by the relevant Sector Skill Council or DPMU (District Project Monitoring Unit) is mandatory for all skill trainings provided under the Scheme.
- After assessment, each successful candidate must be awarded a certificate issued by the Certifying Agency approved by the relevant Sector Skill Council to ensure acceptability in the industry.
- Apart from third-party external assessment, continuous internal assessment in the form of quizzes, assignments and tests should be a part of the course curriculum.

(j) Facilitating Trainees in securing Wage or Self Employment

- Along with providing wage employment to the beneficiaries, self-employment shall also be considered under the Project. Achievement of outcomes, in terms of sustainable wage or self-employment being facilitated for trainees, shall be one of the element for assessing the performance of the private partner. The detailed parameters for assessing performance would be as per the agreement to be signed between MPSSDEGB and selected private partner.
- Prior to batch initiation or towards closer of each skill training course will be recorded as being geared towards wage employment or self-employment.
- Release of Payment to private partners would be in line with the notified Common Norms as detailed in Schedule–A (Section 4). To promote and foster establishment of mega skill centre, MPSSDEGB shall provide mobilization advance of maximum 10% of annual training target for the first year and second year each against a bank guarantee, which shall be adjusted proportionately during the next remaining years of the project. The same in detailed in the Concessionaire Agreement.
- The project cost shall be determined as the total cost of training being awarded by MPSSDEGB to the Preferred Bidder.
- For courses aimed at wage employment, trainees should secure a job within three months of certification and should retain the same/similar job for a subsequent period of three (3) months for the trainee to be considered ‘successfully placed’ as mentioned in the clause 4.1.3 (b).

- For courses aimed at self-employment, trainees should become gainfully employed in livelihood enhancing occupations. This should be evidenced through a newly acquired trade license, or proof of setting up of an enterprise or becoming a member of a producer group, or proof of additional earnings (bank statement) or any other suitable and verifiable document.

(k) On the Job Training (OJT) Provision

- On the Job Training or apprenticeship would be an integral part of skill trainings in Mega Skill Training Centres. MPSSDEGB will give preference to the partners who has an agreement with industry for OJT.
- OJT could be organized in various modes:
 - Production cum training centres
 - OJT arrangement in industry premise with hostel facility

(l) Post Placement Tracking and Support

- To ensure sustained benefits from training, the private partner are required to track and report successfully placed candidates for a period of 12 months. The formats and periodicity of reporting shall be mentioned in the terms of work in the agreement.
- For candidates provided with wage employment in any industry, information like appointment letter, remuneration, etc. must be maintained and submitted to MPSSDEGB as per terms of the Agreement between MPSSDEGB and the private partner. For candidates setting up their own enterprises, the private partner would track the progress of the enterprises for a period of 12 months.
- Contact details of successful trainees should be passed on to MPSSDEGB for sample checking.
- Under the project, all records including but not limited to those pertaining to attendance, class progress, assessment, certification, and training outcomes, must be maintained both manually (hard copies submitted to MPSSDEGB as per terms of Agreement to be signed with private partner) as well as uploaded on **ssdm.mp.gov.in**, the state's skill portal . Likewise, attendance of trainees and trainers must be maintained through biometric records uploaded on **ssdm.mp.gov.in**.

(m) Follow up any additional scheme guidelines and procedures as uploaded on **ssdm.mp.gov.in** portal from time to time on regular basis for Mukhya Mantri Kaushal Samvardhan Yojana (MMKSY).

2.0 Instructions to bidders

A. GENERAL

2.1. Eligibility of the Bidders

- 2.1.1. An eligible Bidder must be a legal entity in the form of Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Society / Trust.
- 2.1.2. Bidder could be either a Single entity or a Consortium of not more than 2 members.
- 2.1.3. Should have placed 5000 candidates during the last three financial years (any three out of 2015-16, 2016-17, 2017-18 and 2018-19) (Please refer to Annexure 16 for details)
- 2.1.4. The Preferred Bidder shall hold, directly or indirectly, at least 51% (fifty-one per cent) of the total Equity in the SPV during the Concession Period.
- 2.1.5. In case of Consortium,
 - a) The lead member shall hold, directly or indirectly, at least 51% (fifty one percent) of the total Equity in the SPV throughout the Concession Period;
 - b) Other member of the consortium shall hold, directly or indirectly, at least 10% (ten percent) of the total Equity in the SPV during the concession period

2.2. Technical Eligibility Criteria (Any member of consortium should satisfy)

- i. Must be a NSDC approved Training Partner / affiliated with the relevant Sector Skill Council(s) for the sector(s) in which project is sought. In case a Bidder does not have the affiliation at the time of submission of bid, the same can be obtained and submitted at the time of Technical Presentation, failing which, the Bidder shall not be qualified for the project and its bid shall be rejected.
- ii. Must not have been blacklisted by any State Government/ Central Government / Donor Agency
- iii. Should have experience in skill training in NSQF compliant courses continuously for at least the last three years preceding the date of submission of the proposal.

2.3. Financial Eligibility Criteria (All members of consortium together can satisfy)

- Average annual turnover of at least Rs 10 Cr in the last 3 years and Net worth of at least Rs 1 Cr as on last year.

Note:

- i. Individual bidders are given preference over consortium.
- ii. Bidder can only select 1 group form the Annexure-I

2.4. General Terms of Proposal Submission

- 2.4.1. Each Bidder must submit single proposals in hardcopy for the district groups and sectors specified under clause 1.5.6, in which the Bidder wishes to submit the proposals.
- 2.4.2. Bidders are required to provide preference for the district groups applied (Refer Annexure 1), for each sector, in which they would like to set up the Mega Skill Training Centre. In case of award of work, the selected bidder has to build, equip, operate & maintain Mega Skill Training Centre as per the terms of the agreement to be signed with the Preferred Bidder. The groups to be allotted to the private partner for setting up of Mega Skill Training Centers, will be at the discretion of MPSSDEGB. Authority has the discretion to select the districts out of the preferred districts for setting up of Mega Skill Training Centre, which will be decided during negotiation prior to signing of Concession Agreement.
- 2.4.3. MPSSDEGB shall receive the proposal in accordance with the terms set forth in this RFP and other documents that may be provided by MPSSDEGB pursuant to this RFP as amended/clarified from time to time by MPSSDEGB.
- 2.4.4. Along with the Bid, the Bidder is required to deposit a non-refundable Processing Fee of INR 10,000/- (Rupees Ten Thousand only) in line with details provided in Clause 1.6.2 and bid security (EMD) of INR 2,00,000.00 in line with the details provided in Clause 1.6.3. Else, the bid shall be summarily rejected.
- 2.4.5. Bidders shall not have a conflict of interest ("Conflict of Interest") that affects the sanction of work that may follow. Any Bidder found to have a Conflict of Interest is liable to be disqualified.
- 2.4.6. Any misrepresentation shall lead to disqualification of the Bidder.
- 2.4.7. MPSSDEGB will not return any proposal or any information provided along therewith.
- 2.4.8. In case it is found at any time during the Project period or anytime during the period of subsistence thereof, that one or more of the eligibility criteria have not been met by the Bidder or that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and any Agreement / Contract, if signed, shall be liable to be terminated by a communication in writing by MPSSDEGB to the Bidder, without MPSSDEGB being liable in any manner whatsoever to the Bidder.
- 2.4.9. MPSSDEGB reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of MPSSDEGB to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of MPSSDEGB thereunder.
- 2.4.10. The Bidders shall be responsible for all the costs associated with the preparation of their proposal and their participation in the bidding process. MPSSDEGB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- 2.4.11. In case of Consortium, Bidders shall submit the Power of Attorney for Lead-member of the Consortium and Consortium Bidding Agreement and as per the formats attached under Annexure - 12 and Annexure – 13 respectively.

2.5. Due Diligence, site visit and verification of information

It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from MPSSDEGB;
- c) satisfied itself about all matters, things and information necessary for submitting an informed Proposal and for execution of work in accordance with the RFP and for performance of all of its obligations there under.

2.6. Right to accept and to reject any or all Proposals

- 2.6.1. Notwithstanding anything contained in this RFP, MPSSDEGB reserves the right to accept or reject any proposal and to annul the Bidding 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.
- 2.6.2. Such misrepresentation/improper response as described herein shall lead to the disqualification of the Bidder.
- 2.6.3. In case it is found during the evaluation of proposals or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the Eligibility Criteria have not been met by the Bidder or that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and the Agreement, if signed, shall be liable to be terminated by a communication in writing by MPSSDEGB to the Bidder, without MPSSDEGB being liable in any manner whatsoever to the Bidder.

2.7. Pre-bid meeting

- 2.7.1. Pre-Bid Meeting of the Bidders shall be held at the Model ITI Auditorium, MPSSDEGB Campus, Govindpura, Bhopal on the date and time as mentioned in the "Schedule of Activities" /"Other Key Information" section. A maximum of two representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.
- 2.7.2. During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of MPSSDEGB. MPSSDEGB shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

2.8. (A)Fraud and Corrupt Practices

- 2.8.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during and subsequent to the bidding process and during the subsistence of the agreement to be signed with private partner.
- 2.8.2. Notwithstanding anything to the contrary contained herein, or in the Agreement, MPSSDEGB shall reject a Bid, withdraw any award of work, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an

agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.

- 2.8.3. In such an event, MPSSDEGB shall appropriate the Performance Security Deposit, as the case may be, without prejudice to any other right or remedy that may be available to MPSSDEGB hereunder or otherwise.
- 2.8.4. For the purposes of Clause 2.8, 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 actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MPSSDEGB who is or has been associated in any manner, directly or indirectly with the bidding process or award of work 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 MPSSDEGB, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during or after the bidding process 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 Agreement, who at any time has been or is a legal, financial or technical adviser of MPSSDEGB in relation to any matter concerning the project;
 - b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
 - c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process.

2.8 (B) Miscellaneous

- 2.8.5. The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal, Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
- 2.8.6. MPSSDEGB, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) Suspend and/or cancel the bidding process and/or amend and/or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Bidder in order to receive clarification or further information;
 - c) Retain any information and/or evidence submitted to MPSSDEGB by, on behalf of, and/or in relation to any Bidder; 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 Bidder.
- 2.8.7. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases MPSSDEGB, 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 obligations 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.

B. DOCUMENTS

2.9. Contents of the RFP

- 2.9.1. The following are the Schedule attached as part of this RFP
- a) Schedule A- Information on permitted costs as per Common Norms
 - 1) Applicants are requested to furnish the entire information as per the Annexures mentioned in the RFP (refer section 2.13.11)

2.10. Clarifications

- 2.10.1. Bidders requiring any clarification on the RFP may notify MPSSDEGB in writing or by letter and/or e-mail. Queries should be sent in before the last date for submission of Pre-Bid Queries, as specified in “Schedule of Activities” and “Other Key information” section. MPSSDEGB shall post queries and responses thereto on its website without identifying the source of queries. All queries and clarifications are to be raised in the format as given in Annexure 15
- 2.10.2. MPSSDEGB shall endeavor to respond to the queries within the period specified therein. However, MPSSDEGB reserves the right not to respond to any question(s) or provide any clarification(s), at its sole discretion, and nothing in these Clauses shall be taken or read as compelling or requiring MPSSDEGB to respond to any question or to provide any clarification.
- 2.10.3. MPSSDEGB may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by MPSSDEGB shall be deemed to be part of the RFP. Verbal clarifications and information given by MPSSDEGB or its employees or representatives shall not in any way or manner be binding on MPSSDEGB.

2.11. Amendment of RFP

- 2.11.1. At any time prior to the deadline for submission of Proposals, MPSSDEGB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.11.2. Any addendum issued subsequent to this RFP, but before the Proposal Due Date, will be deemed to form part of this RFP.
- 2.11.3. Any addendum thus issued will be uploaded on the MPSSDEGB website (www.mpskills.gov.in and ssdm.mp.gov.in). MPSSDEGB will post the addendum/replies to the queries on the MPSSDEGB website without identifying the source of queries.

- 2.11.4. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, MPSSDEGB may, at its own discretion, extend the timelines mentioned in Schedule of Activities and Other Key Information section, having due regard for the time required by the Bidders to address such amendment.
- 2.11.5. Any modification and amendment in the RFP or the timelines as stated in “Schedule of Activities and Other Key Information” section shall be uploaded on the MPSSDEGB website. Prospective Bidders are requested to remain updated with regard to any addendum/ notices/ amendments/ clarifications etc. on the MPSSDEGB website at **ssdm.mp.gov.in** and **mpskills.gov.in**. MPSSDEGB may not provide separate notifications for such addendum/ notices/ amendments / clarifications, etc. in the print media (press) or individually.

C. PREPARATION AND SUBMISSION OF PROPOSALS

2.12. Format of Proposal Submission

- 2.12.1. The Bidder shall provide all information sought under this RFP. MPSSDEGB will evaluate only those proposals that are received in the required formats and complete in all respects.
- 2.12.2. The proposal should be neatly typed in indelible ink and signed by the authorized signatory of the Bidder. All pages should be numbered. All alterations, omissions, additions or any other amendments made to the Proposal must be initialed by the person(s) signing the proposal. Please refer to clause 2.13.11 for proposal submission format details

2.13. Submission of Proposals

- 2.13.1. The Applicants shall bear all costs associated with the preparation and submission of its proposal, and MPSSDEGB shall not be responsible or liable for those costs, regardless of the conduct or outcome of the empanelment process. MPSSDEGB is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to the Empanelment, without thereby incurring any liability to the Applicant.
- 2.13.2. The applicant should submit the proposal in hard bound format and all the pages should be numbered and appropriately flagged. No loose papers shall be considered**
- 2.13.3. An authorized representative of the Applicant should sign the original submission letters in the required formats for the Proposal. The authorization should be in the form of a written power of attorney (Annexure 10 or 12 as applicability), executed on a non-judicial stamp paper of Rs. 1000.00 duly notarized / registered and attached with the Proposal. The Power of Attorney should be duly signed and sealed by the Principal and the Attorney in presence of two witnesses. This document should be in accordance to the bye-laws / MoA / Trust Deed / Board Resolution any such authorized document applicable for the concerned organization.**
- 2.13.4. All pages of the proposal and where corrections or amendments have been made should be signed by the authorized signatory except where the attestation by Chartered Accountant is required. In case of detection of any forgery, the proposal

may summarily be rejected, and MPSSDEGB may also resort to a legal action against the Applicant(s).

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

2.13.6. The Original Proposal and True copy of the proposal shall be placed inside a sealed envelope clearly marked **“Proposal for Selection of private partner for establish, operate and maintain the Mega Skill Training Centre in Madhya Pradesh on PPP mode” ,clearly mentioning the name of the submitting organisation)**

2.13.7. The Tender Fee/Bid Fee and Bank Guarantee of EMD need to be placed inside a sealed envelope and marked as "Tender Fee/Bid Fee and BG of EMD" and should be placed in the main envelope alongside the sealed envelope of Technical Proposal clearly marked as "Technical Proposal". Technical Proposals received without the Tender Fee/Bid Fee and EMD will not be considered for evaluation. The main envelope shall highlight the consignor and consignee's name, address and contact details in CAPITAL letters. The main envelope should clearly mention **“Proposal for Selection of private partner for establish, operate and maintain the Mega Skill Training Centre in Madhya Pradesh on PPP mode”**.

2.13.8. A soft copy of the technical proposal (in PDF format) need to be submitted in a pendrive, with all the relevant annexures. In case of any deviation in data between the data given in soft copy and the data in hardcopy, the data in hardcopy will be considered.

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

2.13.10. The Proposal must be sent to the address indicated in the Notice Inviting Technical Proposal section and received by MPSSDEGB no later than the deadline indicated in the Notice Inviting Technical Proposal section, or any extension to this deadline. Any Proposal or its modification received by MPSSDEGB after the deadline shall be declared late and rejected, and promptly returned unopened.

2.13.11. The documents in the Proposal shall be numbered serially and placed in the order mentioned below along with supporting documents as mentioned in the concerned annexure formats – Refer Annexure 4.2 (Checklist)

2.14.12 Address and Contact Number for all communication:

Additional CEO
MPSSDEGB
GAS RAHAT ITI, Govindpura, Bhopal- 462023
Website: mpskills.gov.in and ssdm.mp.gov.in
Contact Number: 0755- 4045448

2.14.13. Place of Submission of Processing Fee, Refundable Bid Security & Opening of Bids

MPSSDEGB
GAS RAHAT ITI, Govindpura, Bhopal- 462023

Website: mpskills.gov.in and ssdm.mp.gov.in
Contact Number: 0755- 4045448

2.14. Modifications/ Substitution/ Withdrawal of Proposals

- 2.14.1. Bidders may not modify, substitute or withdraw their Proposals after submission. Information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by MPSSDEGB, shall be disregarded

2.15. Proposal Due Date

- 2.15.1. Proposals should be submitted by 3:00 PM IST on the Proposal Due Date as per “Schedule of activities” in the manner and form as detailed in this RFP. MPSSDEGB may, at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.16. Rejection of Proposals

- 2.16.1. MPSSDEGB reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is not obligatory for MPSSDEGB to accept any Proposal or to give any reasons for their decision.
- 2.16.2. MPSSDEGB reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any Proposal without assigning any reason(s).

2.17. Validity of Proposals

- 2.17.1. The Proposals shall be valid for a period of not less than 120 (one hundred and twenty) days from the Proposal Due Date. The validity of Proposals may be extended by mutual consent of MPSSDEGB and the Bidders.

2.18. Confidentiality

- 2.18.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MPSSDEGB in relation to, or matters arising out of, or concerning the bidding process.
- 2.18.2. MPSSDEGB will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. MPSSDEGB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or MPSSDEGB.

2.19. Correspondence with the Bidder

- 2.19.1. MPSSDEGB reserves the right to not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

3 Evaluation of Bids

3.1. Opening and Evaluation of Proposals

- 3.1.1. MPSSDEGB shall open the Proposals on the day as per “Schedule of Activities” and “Other Key Information” section at the address specified and in the presence of the Bidders who choose to attend.
- 3.1.2. MPSSDEGB will subsequently examine and evaluate the Proposals in accordance with the provisions set out in Clause 3.2 and Clause 3.3 below.
- 3.1.3. If at any time during the evaluation process MPSSDEGB requires any clarification, it reserves the right to seek such information from any or all of the Bidders and the Bidders will be obliged to provide the same with supporting documents in the specified time frame.

3.2. Tests of responsiveness

- 3.2.1. Prior to evaluation of Proposals, MPSSDEGB shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - a) it is received as per Clause 2.13 and Clause 2.14;
 - b) it is received by the Proposal Due Date including any extension thereof;
 - c) it is accompanied by the Processing Fee;
 - d) it does not contain any condition or qualification; and
 - e) it is not non-responsive in terms hereof.
- 3.2.2. MPSSDEGB reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MPSSDEGB in respect of such Bid.

3.3. Evaluation of bids

- 3.3.1. The Bidder has to be adjudged as responsive in terms of Clause 3.2.1 for participating in the Proposal process.
- 3.3.2. Bidders deemed eligible as per Clause 2.1 and responsive as per Clause 3.2.1 will be further evaluated on the basis of their technical, financial and additional capabilities and awarded score as per the criteria mentioned under following clauses. The selection process would involve an evaluation of the Technical Proposal (“Part A”) and Technical Presentation (“Part B”).
- 3.3.3. Bidders who score at least 50 out of 70 marks in Part A (referred to as “Shortlisted Bidders”) shall qualify for making a Technical Presentation before the Selection Committee.
- 3.3.4. The selection process shall be based on the evaluation criteria provided in the table below

<i>Evaluation Criteria for Bidder (Maximum of 100 Marks)</i>		
<i>S. No.</i>	<i>Parameters</i>	<i>Max. Marks</i>
<i>Part A: Technical Proposal submitted to MPSSDEGB</i>		

A.1	Technical Qualifications (Max. Marks: 40)	
a)	<p>Skill Development Training in any of the past 3 financial years (i.e. FY 2015-16, 2016-17, 2017-18 and 2018-19)</p> <ul style="list-style-type: none"> • Completion of skill training for at-least 10000 trainees in the last 3 years: 10 marks • For each additional increase of 1000 trainees trained 1 marks will be awarded, subject to maximum of 10 marks 	20
b)	<p>Experience of setting up large skill training centres</p> <ul style="list-style-type: none"> • Set up at least 1 operational training center of 15000 sq.Ft.: 5 Marks • Set up at least 2 operational training center of 15000 sq.Ft.: 10 Marks • Set up at least 3 operational training center of 15000 sq.Ft.: 20 Marks <p>Note: Please refer to revised operational center certificate format (Annexure17) that bidder need to submit the operational centre certificate given by Government bodies.</p>	20
A.2	Financial Qualifications (Max. Marks: 30)	
a)	<p>Average annual turnover in any 3 financial years out of FY 2015-16, 2016-17, 2017-18, 2018-19</p> <ul style="list-style-type: none"> • Less than Rs 10 Crore: 0 mark • Greater than or equal to Rs 10 Crore and less than Rs 20 Crore: 6marks • Greater than or equal to Rs 20 Crore and less than Rs 30 Crore: 9marks • Greater than or equal to Rs 30 Crore and less than Rs 40 Crore: 12marks • Greater than or equal to Rs 40 Crore: 15 marks 	15
b)	<p>Net worth in the last year (i.e. as on 31st Mar 2019)</p> <ul style="list-style-type: none"> • Less than Rs 01 Crore: 0 mark • Greater than or equal to Rs 01 Crore and less than Rs03 Crore: 5 marks • Greater than or equal to Rs 03 Crore and less than Rs 05 Crore: 15marks • Greater than or equal to Rs 05 Crore: 15 marks 	15
Part B: Technical Presentation before the Selection Committee		
B.1	Technical Presentation (Maximum Marks: 30)	
S.No.	Parameters	Max. Marks

	<ul style="list-style-type: none"> • Bidder’s understanding of skill development • Bidder’s understanding of Madhya Pradesh and suitability for the state • Bidder’s approach & methodology for skilling through Mega Skill Training Centre in Madhya Pradesh • Bidder’s experience in skill training 	30
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* Note: For the purpose of this RFP, Bidders are required to submit information and supporting documents on only such trainings which qualify as per the guidelines mentioned below:

- **NSQF compliant Skill development training implies at least 120 hours of domain-specific skill training.**
- **Only certified skill development trainings (i.e. training followed by assessment/certification) shall be considered for evaluation under this RFP as mentioned in Annexure-7;**
- **For number of candidates trained/placed, “past three financial years” implies any three of the financial years among 2015-16, 2016-17, 2017-18 - and 2018-19.**

3.3.5. After the evaluation of Proposals under Part A, MPSSDEGB would announce a list of Shortlisted Bidders, in line with Clause 3.3.3, who will be invited to make a Technical Presentation before the Selection Committee constituted for selecting Bidders for selection as private partner. MPSSDEGB will not entertain any query or clarification from Bidders who fail to qualify for the Technical Presentation.

3.3.6. Bidders shall be selected on the basis of obtained scores after aggregating the scores awarded on the basis of Technical Proposal evaluation and Technical Presentations (“Overall Score”).

3.3.7. On the basis of Overall Score, the Bidders securing 70 marks or more shall be qualified for the award of the work. Based on the overall budget and targets and infrastructure availability, MPSSDEGB shall invite select Bidders for negotiation and finalization of districts and the contract.

3.3.8. While evaluation and awarding work, preference shall be given to Bidder as a single entity over Bidder as a group of entities

3.4. Contacts during Proposal Evaluation

3.4.1. Proposals shall be deemed to be under consideration immediately after they are opened and until such time MPSSDEGB makes official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting, by any means, MPSSDEGB and/or their employees/representatives on matters related to the Proposals under consideration.

3.5. Award of districts on group basis to bidder

3.5.1. Individual bidders are given preference over consortium.

- 3.5.2. Bidder can be selected / awarded for only 1 group from the group of districts mentioned in Annexure-I.
- 3.5.3. Bidders who have been selected / awarded by the Client through previous RFP (RFP No. 1/MPSSDEGB/MSC/2019 issued on 02.06.2019 issued for selection of private partners for establishment of Mega Skill Centre) for 1 group of districts will not be selected and awarded by the Client for establishment of Mega Skill Centres under this RFP (RFP No. 2/MPSSDEGB/MSC/2019 issued on 08.11.2019 issued for selection of private partners for establishment of Mega Skill Centre).

4 Schedules

Schedule–A: Payment Related Norms

- 4.1.1. In case of sanction of work post-selection, payment to private partner shall be guided by the costs approved at the national level by the Common Norms notified on Dec 2018 by the Ministry of Skill Development and Entrepreneurship, and as amended from time to time, which are as under

Component as per MSDE Common Norms	Cost permissible to training provider
A. Base Cost	
For trades/sectors listed in Category I under common norms	Rs. 46.70 per hour per trainee
For trades/sectors listed in Category II under common norms	Rs. 40.00 per hour per trainee
For trades/sectors listed in Category III under common norms	Rs. 33.40 per hour per trainee
<p>Note:</p> <ul style="list-style-type: none"> a) The hourly rates are inclusive of all costs to be incurred by training providers including Mobilization of candidates, Curriculum, Placement expenses, Trainers' training, Equipment, Amortization of Infrastructure costs or Utilities, Teaching Aid, Raw material, Salary of trainers, Post-placement tracking/monitoring, etc. b) This Base Cost shall be applicable for each trainee successfully certified at the end of the training, including re-assessment(s). c) Payment shall be guided by the costs approved at the national level by the Common Norms notified by the Ministry of Skill Development and Entrepreneurship, as notified from time to time. 	
B. Boarding & Lodging Costs for Residential Trainings	
Bhopal, Indore, Gwalior, Jabalpur (Urban Area)	Rs. 250 per day per trainee
All Urban Areas (cities, towns) with the exception of above	Rs. 200 per day per trainee
All Rural Areas and any Area not notified as a municipal or town area	Rs. 175 per day per trainee
<p>Note:</p> <ul style="list-style-type: none"> • The above categorisation of areas shall be as per prevailing Common Norms Notification issued by MSDE, GoI. • Apart from Residential trainings, suitable allowance may be provided for meals/refreshment of trainees under Non-Residential training. 	

C. Additional Cost for Training Persons with Disability	
Skill training for Persons with Disability	Additional amount equal to 10% of the Base Cost over and above the Base Cost
D. Assessment Cost	
Cost for third-party Assessment of trainee charged by Sector Skill Council	Reimbursement of one-time assessment cost, based on actual.

4.1.2. In accordance with the prevailing Common Norms, funds shall be released to private partner as per the following schedule:

Instalment	Percentage of Total Cost	Output Parameter
First	30%	On commencement of Training Batch
Second	50%	On successful certification of the trainees
Third	20%	Outcomes based on placements as under

4.1.3. Guided by the Common Norms, the outcomes expected from skill training under any programme of MPSSDEGB are as given below:

- a) Employment (both wage and self) on an annual basis of at least 70% of certified trainees within three months of completion of training, with at least 50% of the trainees passing out being placed in wage employment; Provided that MPSSDEGB may alter the percentage target of wage and self-employment within a batch based on specifics of the trade;
- b) In case of wage employment, candidates shall be placed in jobs within three months of certification and that provide wages at least equal to or greater than the minimum wages of semi-skilled labor prescribed by the state of Madhya Pradesh and such candidates should continue to be in jobs for a minimum period of three months from the date of placement in the same or a higher level with the same or any other employer.
- c) In case of self-employment, candidates should have been employed gainfully in livelihood enhancement occupations, which are evidenced in terms of newly acquired trade license, or setting up of an enterprise or becoming a member of a producer group, or proof of additional earnings (bank statement) or any other suitable and verifiable document.

4.1.4. The outcome-linked third instalment as given in Clause 4.1.2 would be released to the Preferred Bidder subject to the following:

- a) Preferred Bidder shall be eligible for 100% payment on for outcome achievement as specified in Clause 4.1.3.

- b) Preferred Bidder will be paid on pro-rata basis on outcome achievement in terms of wage/self-employment being facilitated for 50-69% of those who have been certified, in keeping with Clauses above.

Note: The common norms notifications issued by MSDE will be followed for all placement related outcomes

5 Annexures

Annexure 1: Group wise list of districts available for setting up Mega Skill Training Centers in Madhya Pradesh

Groups	District 1	District 2
1	Umaria	Satna
2	Dewas	Dhar
3	Alirajpur & Jhabua (will be treated as single Cluster)	Barwani

Annexure 2: List of sectors covered under Mega Skill Centers

S.No	Sector Name
1	Automotive
2	Bio-technology
3	Capital Goods Skill Council
4	Electronics
5	Food Processing
6	Green Jobs
7	Healthcare SSC
8	Infrastructure Equipment
9	Iron & Steel
10	Leather
11	Logistics
12	Mining
13	Power
14	Rubber
15	Strategic Manufacturing Sector Skill Council
16	Textile

Annexure 3: Sector wise list of job roles available under Mega Skill Centers

S.No	SSC	Job Role Name	NSQF
1.	Automotive	Automotive Service Technician Level-5	5
2.	Automotive	AC Specialist	4
3.	Automotive	Auto Body Technician Level 4	4
4.	Automotive	Auto Component Assembly Fitter	4
5.	Automotive	Automotive Body Painting Technician Level 3	3
6.	Automotive	Automotive Body Painting Technician Level 4	3
7.	Automotive	Automotive Electrician Level 4	4
8.	Automotive	Automotive Engine Repair Technician Level 4	4
9.	Automotive	Automotive Service Technician (Two and Three Wheelers)	4
10.	Automotive	Automotive Service Technician Level 3	3
11.	Automotive	Automotive Service Technician Level 4	4
12.	Automotive	Chauffeur / Taxi Driver	4
13.	Automotive	CNC Operator / Machining Technician L3	3
14.	Automotive	CNC Operator / Machining Technician L4	4
15.	Automotive	Commercial Vehicle Driver Level 4	4
16.	Automotive	Machining and Quality Technician	3
17.	Automotive	Maintenance Technician -Electrical- L3	3
18.	Automotive	Maintenance Technician -Mechanical- L3	3
19.	Automotive	Maintenance Technician- Service Workshop	4
20.	Automotive	Plastic Moulding Operator/ Technician	4
21.	Automotive	Repair - Welder	4
22.	Automotive	Repair Painter Auto body L 4	4
23.	Automotive	Vehicle Assembly Fitter/ Technician	4
24.	Automotive	Welding and Quality Technician	3
25.	Automotive	Welding Technician Level 3	3
26.	Capital Goods Skill Council	CNC Operator Turning	3
27.	Capital Goods Skill Council	CNC Programmer	4
28.	Capital Goods Skill Council	Draughtsman – Mechanical	4
29.	Capital Goods Skill Council	Fitter – Electrical and Electronic Assembly	3
30.	Capital Goods Skill Council	Fitter Fabrication	3
31.	Capital Goods Skill Council	Fitter Mechanical Assembly	3
32.	Capital Goods Skill Council	Manual Metal Arc Welding/ Shielded Metal Arc Welding Welder	3
33.	Capital Goods Skill Council	Metal Inert Gas/Metal Active Gas/Gas Metal Arc Welder (MIG/MAG/GMAW): IQP	4

S.No	SSC	Job Role Name	NSQF
34.	Electronics	Assembly Operator - RAC	4
35.	Electronics	Electrical Technician	3
36.	Electronics	EMS Engineer	6
37.	Electronics	EMS Technician	4
38.	Electronics	Field Engineer – RACW	5
39.	Electronics	Field Technician - AC	4
40.	Electronics	Field Technician – Computing and Peripherals	4
41.	Electronics	Field Technician – Other Home Appliances	4
42.	Electronics	Field Technician – UPS and Inverter	4
43.	Electronics	LED Light Repair Technician	4
44.	Electronics	Mechanical Fitter – Control Panel	3
45.	Electronics	Mobile Phone Hardware Repair Technician	4
46.	Electronics	Solar and LED Technician	4
47.	Electronics	Solar Panel Installation Technician	4
48.	Electronics	TV Repair Technician	4
49.	Food Processing	Multi Skill Technician	4
50.	Food Processing	Cold Storage Technician	4
51.	Food Processing	Fruits and Vegetables Drying/Dehydration Technician	4
52.	Food Processing	Traditional Snack and Savoury Maker	4
53.	Green Jobs	Solar PV Installer - Civil	4
54.	Green Jobs	Solar PV Installer - Electrical	4
55.	Green Jobs	Solar PV Installer (Suryamitra)	4
56.	Green Jobs	Wastewater Treatment Plant Technician	4
57.	Healthcare Sector Skill Council	Blood Bank Technician	4
58.	Healthcare Sector Skill Council	Cardiac Care Technician	4
59.	Healthcare Sector Skill Council	Dialysis Assistant	4
60.	Healthcare Sector Skill Council	Emergency Medical Technician- Advanced	5
61.	Healthcare Sector Skill Council	Emergency Medical Technician-Basic	4
62.	Healthcare Sector Skill Council	General Duty Assistant	4
63.	Healthcare Sector Skill Council	Medical Laboratory Technician	4
64.	Healthcare Sector Skill Council	Medical Records and Health Information Technician	4
65.	Healthcare Sector Skill Council	Pharmacy Assistant	4
66.	Healthcare Sector Skill Council	Phlebotomy Technician	4
67.	Healthcare Sector Skill Council	X-Ray Technician	4

S.No	SSC	Job Role Name	NSQF
68.	Infrastructure Equipment	Backhoe Loader Operator	4
69.	Infrastructure Equipment	Batching Plant Operator	4
70.	Infrastructure Equipment	Building Automation Specialist	5
71.	Infrastructure Equipment	Calibration Technician (Thermal)	4
72.	Infrastructure Equipment	Compactor Operator	4
73.	Infrastructure Equipment	Concrete Pump Operator	4
74.	Infrastructure Equipment	Crawler Crane Operator	4
75.	Infrastructure Equipment	Junior Backhoe Operator	3
76.	Infrastructure Equipment	Junior Batching Plant Operator	3
77.	Infrastructure Equipment	Junior Crusher Operator	3
78.	Infrastructure Equipment	Junior Excavator Operator	3
79.	Infrastructure Equipment	Junior Hot Mix Plant Operator	3
80.	Infrastructure Equipment	Junior Instrumentation Technician (Process Control)	3
81.	Infrastructure Equipment	Junior Mechanic (Electrical /Electronics/Instrumentation)	3
82.	Infrastructure Equipment	Junior Mechanic (Engine)	3
83.	Infrastructure Equipment	Junior Mechanic (Hydraulic)	3
84.	Infrastructure Equipment	Junior Operator Crane	3
85.	Infrastructure Equipment	Junior Paver Operator / Screedman	3
86.	Infrastructure Equipment	Junior Transit Mixer Operator	3
87.	Infrastructure Equipment	Crusher Operator	4
88.	Infrastructure Equipment	Dumper Operator	4
89.	Infrastructure Equipment	Excavator Operator	4
90.	Infrastructure Equipment	Grader Operator	4
91.	Infrastructure Equipment	Hot Mix Plant Operator	4
92.	Infrastructure Equipment	Hydra Crane Operator	4
93.	Infrastructure Equipment	Industrial Automation Specialist	5

S.No	SSC	Job Role Name	NSQF
94.	Infrastructure Equipment	Instrumentation Technician (Control Valve)	4
95.	Infrastructure Equipment	Mechanic (Electrical/ Electronics/Instrumentation)	4
96.	Infrastructure Equipment	Mechanic (Engine)	4
97.	Infrastructure Equipment	Mechanic (Hydraulic)	4
98.	Infrastructure Equipment	Paver Operator	4
99.	Infrastructure Equipment	Transit Mixer Operator	4
100.	Infrastructure Equipment	Tyre Mounted Crane Operator	4
101.	Iron & Steel	EOT/ Overhead crane operator	3
102.	Iron & Steel	Fitter: Electrical Assembly	3
103.	Iron & Steel	Fitter: Electronic Assembly	3
104.	Iron & Steel	Fitter: Instrumentation	3
105.	Iron & Steel	Iron & Steel – Machinist	3
106.	Iron & Steel	Rigger - Rigging of Heavy Material	3
107.	Iron & Steel	Gas Tungsten Arc Welding	4
108.	Iron & Steel	Plasma Cutter	4
109.	Leather Sector Skill Council	Buffing Operator	4
110.	Leather Sector Skill Council	Cutter- Footwear	4
111.	Leather Sector Skill Council	Drum Operator (Finished Leather)	4
112.	Leather Sector Skill Council	Finishing Operator (Finished Leather)	4
113.	Leather Sector Skill Council	Fleshing Operator - (Finished Leather)	4
114.	Leather Sector Skill Council	Moulding Operator (Footwear)	4
115.	Leather Sector Skill Council	Post Tanning Machine Operator (Finished Leather)	4
116.	Leather Sector Skill Council	Stitcher (Goods & Garments)	4
117.	Leather Sector Skill Council	Stitching Operator (Footwear)	4
118.	Logistics	Forklift operator	4
119.	Logistics	Goods Packaging Machine Operator	4
120.	Mining	Bulldozer Operator	4
121.	Mining	Conveyor operation and maintenance	4
122.	Mining	Dumper Operator	4
123.	Mining	Excavator Operator	4
124.	Mining	Mechanic / Fitter	3
125.	Mining	Gas Detector	4

S.No	SSC	Job Role Name	NSQF
126.	Mining	Grader Operator	4
127.	Mining	Haulage Operator	4
128.	Mining	HEMM Mechanic	4
129.	Mining	Jack Hammer Operator	4
130.	Mining	Jumbo Operator	4
131.	Mining	Loader Operator	4
132.	Mining	Mechatronics In Charge	4
133.	Mining	Mine Electrician	4
134.	Mining	Mine Machinist	4
135.	Mining	Mine Welder	4
136.	Mining	Mining Mate	5
137.	Mining	Technical Helper (Mechanical)	3
138.	Mining	Rig Mounted Drill Operator	4
139.	Mining	SDL & LHD Operator	4
140.	Power	Assistant Technician – Street Lighting Solutions (Installation & Maintenance)	3
141.	Power	Attendant Sub-Station (66/11,33/11 KV)- Power Distribution	3
142.	Power	Distribution Lineman	4
143.	Power	Engineer- Power Distribution	5
144.	Power	Junior Engineer- Power Distribution	5
145.	Power	Senior Lineman Distribution	5
146.	Power	Technician – Distribution Transformer Repair	4
147.	Rubber	Advanced Plastic Mould Manufacturing Assistant	3
148.	Rubber	Autoclave Operator	4
149.	Rubber	Bicycle/Rickshaw Tyre Building Operator- Mono Band	4
150.	Rubber	Compression Moulding Operator	4
151.	Rubber	Extruder Operator including Pre & Post Preparation	4
152.	Rubber	Injection Moulding Operator	4
153.	Rubber	Internal Mixer Operator	4
154.	Rubber	Junior Rubber Technician / Technical Assistant	3
155.	Rubber	Latex Harvest Technician (Tapper)	4
156.	Rubber	Machine Operator – CNC Lathe	3
157.	Rubber	Machine Operator – CNC Milling	3
158.	Rubber	Machine Operator Assistant – Blow Moulding	3
159.	Rubber	Machine Operator Assistant – Plastics Extrusion	3
160.	Rubber	Machine Operator Assistant – Plastics Recycling	3
161.	Rubber	Machine Operator Assistant – Plastics Sacks	3
162.	Rubber	Machine Operator Assistant– Injection	3

S.No	SSC	Job Role Name	NSQF
		Moulding	
163.	Rubber	Machine Operator Assistant Plastics Processing	3
164.	Rubber	Material Handling and Storage Operator	4
165.	Rubber	Mill Operator	4
166.	Rubber	Pneumatic Tyre Moulding Operator	4
167.	Rubber	Rubber Material Handling & Storage Operator	4
168.	Rubber	Tyre Fitter	4
169.	Textile	Beam Carrier - Loader	3
170.	Textile	Card Puncher (Automatic Machine)	3
171.	Textile	AutoconerTenter	4
172.	Textile	Cone Winder & Pirn Winder	3
173.	Textile	Automatic Shuttle Loom Operator	4
174.	Textile	Blowroom Operator	4
175.	Textile	Calendaring Machine Operator	4
176.	Textile	Carding Operator	5
177.	Textile	Combing operator	4
178.	Textile	Cone Winding Operator - Manual & Assembly Winding	4
179.	Textile	Continuous Range Operator	4
180.	Textile	Drawframe Operator	4
181.	Textile	Dyestuff & Chemical Preparation Operator	4
182.	Textile	Fabric Checker	4
183.	Textile	Finishing Machine Operator (Zero-Zero/Compacting)	4
184.	Textile	Fitter - Autoloom Weaving Machine	5
185.	Textile	Fitter - Ring Spinning	5
186.	Textile	Fitter – Spinning Preparatory	5
187.	Textile	Fitter – Weaving Preparatory	5
188.	Textile	Folding Machine Operator	4
189.	Textile	Handloom Entrepreneur	6
190.	Textile	Jacquard Harness Builder	4
191.	Textile	Jacquard weaver – Handloom	4
192.	Textile	Jigger Machine Operator	4
193.	Textile	Knitting Machine Operator – Circular Knitting	4
194.	Textile	Knitting Machine Operator – Flat Bed Knitting	4
195.	Textile	Knitting Machine Operator – Warp Knitting	4
196.	Textile	Ring Frame Doffer	3
197.	Textile	Package Dyeing Machine Operator	4
198.	Textile	Packing Checker	4
199.	Textile	Power Loom Operator	4
200.	Textile	Printing Machine operator	4

S.No	SSC	Job Role Name	NSQF
201.	Textile	Relax Dryer Operator	4
202.	Textile	Ring Frame Tenter	4
203.	Textile	Singeing &Desizing Machine Operator	4
204.	Textile	Sizing Machine Operator	4
205.	Textile	Speed Frame Operator – Tenter& Doffer	4
206.	Textile	Textile Designer - Handloom Jacquard	4
207.	Textile	Warper - Direct Warping Machine	4
208.	Textile	Washing Range Operator	4

Note:

1. All job roles for the sectors defined in Annexure 2, which are NSQF level 5 or above can be added by the applicant, with prior approval of MPSSDEGB.
2. In case it is required to add soft skill/personality development to the allotted job roles, the board may permit it. In order to maintain uniformity following QP is identified for the said purpose-

Name of SSC	Name of Job Role	QP Code
Management Entrepreneurship and Professionals	Generic Skills for Employability Variant II	MEP/N9995

Annexure 4: Format – Covering Letter

To,

CEO

Madhya Pradesh State Skill Development and Employment Generation Board (MPSSDEGB),
Bhopal

Dear Sir,

Subject: Selection of private partner for establish, operate and maintain the Mega Skill Training Centre in Madhya Pradesh on PPP mode

This is in response to the RFP issued by the MPSSDEGB (Ref No.) dated We(Name of the Bidder) are keen to get selected for the project and hereby express our interest in being considered for the same.

Please find enclosed one Original and one True Copy of our Proposal. We have also attached the requisite Processing Fee of Rs. 10,000/- in the form of Demand Draft No.....dateddrawn on(Bank Name)

We hereby confirm that:

1. The RFP is being submitted by which is the “Bidder” for the Sector/sin accordance with the conditions stipulated in the RFP. Our preference (from highest to lowest) of districts wise groups for establishment of Mega Skill Training Centre are as below:
 - i. Preference 1:(Group No: as per Annexure 1)
 - ii. Preference 2:(Group No: as per Annexure 1)
 - iii. Preference 3:(Group No: as per Annexure 1)
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by MPSSDEGB and in any subsequent communication sent by MPSSDEGB. We agree and undertake to abide by all these terms and conditions. Our proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from MPSSDEGB.
3. The information submitted in our RFP is complete and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our RFP. We acknowledge that MPSSDEGB will be relying on the information provided in the RFP and the documents accompanying such RFP for Selection of private partner for establish, operate and maintain the Mega Skill Training Centre in Madhya Pradesh on PPP mode and we certify that all information provided in the application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such RFP are true copies of their respective originals.
4. We acknowledge the right of MPSSDEGB to reject our RFP without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We declare that we satisfy all legal requirements and meet all the eligibility criteria laid down in the RFP.

6. This RFP is unconditional and we hereby undertake to abide by the terms and conditions of the RFP.
7. We understand that any work sanctioned in pursuance to the bidding process detailed in this RFP shall be on the terms and conditions specified in the Letter of Award / Work Order / Agreement pertaining to such work, which shall be thoroughly reviewed and accepted by us before undertaking such work.
8. 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.

For and on behalf of:

Signature:

Name:

Designation:

Mobile No:

Email Id:

(Company Seal)

(Authorized Representative and Signatory)

Note:

The Covering Letter is to be submitted by Authorized Signatory on the organisation's letterhead with his/her signature and seal.

Annexure 4.1: Pre-Eligibility criteria checklist

(Note: All relevant supporting documents as required in the Annexure should be arranged in a sequential manner after the concerned Annexure and should be appropriated flagged)

Criteria No	Criteria Description	Please mention the list of supporting documents Attached (refer relevant annexure for details) along with page numbers in front of each annexure	Page No:
1.	An eligible Bidder must be a legal entity in the form of Proprietorship Firm /Partnership Firm / Private Limited Company / Public Limited Company / Society /Trust		
2.	Bidder could be either a Single entity or a Consortium of not more than 2 members	Mode of Application (Single Entity or Consortium)	
3.	Should have placed 5000 candidates during any of the three financial years among FY 2015-16,2016-17 2017-18 and 2018-19) (Refer Annexure 16)		

Annexure 4.2: Checklist

(Note: All relevant supporting documents as required in the Annexure should be arranged in a sequential manner after the concerned Annexure and should be appropriated flagged)

Criteria No	Criteria Description	Please mention the list of supporting documents Attached (refer relevant annexure for details) along with page numbers in front of each annexure.	Page No:
1.	Annexure 4: Cover Letter		
2.	Annexure 4.1: Pre-Eligibility Checklist		
3.	Annexure 5: Affidavit for not being blacklisted		
4.	Annexure 6:Format – Bidder’s Details		
5.	Annexure 7: Format- Technical Capability statement		
6.	Annexure 7.1:Reference Certificate format to be issued by government sponsoring agency or agencies authorized by NSDC for validating certification and placement credentials by a particular TSP (Training Service Provider)		
7.	Annexure 8: Format- Financial Capability statement(for individual bidder) OR (In case of Consortium) Annexure 8 A, along with Annexure 8 (for Lead Member of Consortium) Annexure 8 (for Second Consortium Member)		
8.	Annexure 9: Format – Additional Information.		
9.	Annexure 10: Format – Power of Attorney in favour of Authorized Signatory OR Annexure 12: Power of Attorney for Lead Member of Consortium (whichever is applicable)		
10.	Annexure 11: Bank Guarantee format for Bid Security		
11.	Annexure 13: Consortium Bidding Agreement		
12.	Annexure 14: Draft Concession Agreement		
13.	Annexure 16: Placement confirmation letter for 5000 placed candidates		
14.	Annexure 17 : Format for Operational Centre Confirmation		
15.	Annexure 18: Format for Board Resolution for Lead Bidder (in case of consortium) or individual bidder		
16.	Annexure 19: Format for Board Resolution for Second Bidder (in case of consortium)		
17.	Annexure 20: Certificate of Incorporation (Lead Bidder) or individual bidder		
18.	Annexure 21: Certificate of Incorporation		

Criteria No	Criteria Description	Please mention the list of supporting documents Attached (refer relevant annexure for details) along with page numbers in front of each annexure.	Page No:
	(Second Bidder) (applicable in case of consortium)		
19.	Annexure 22: Memorandum of Association/MoU/Society bye laws or other related documents as applicable (Lead Bidder)		
20.	Annexure 23: Memorandum of Association/MoU/Society bye laws or other related documents as applicable (Second Bidder)		
21.	Annexure 24: PAN and GST related documents (Lead Bidder) or individual bidder		
22.	Annexure 25: PAN and GST related documents (Second Bidder) (applicable in case of consortium)		
23.	Annexure 26: NSDC Affiliation certificate (only currently valid affiliation certificate will be considered)		
24.	Annexure 27: SSC Affiliation certificate (only currently valid affiliation certificate will be considered)		

Annexure 5: Affidavit for not being blacklisted

(Affidavit on Rs 100 non-judicial stamp paper by Authorized Signatory of the Bidder with his/her signature and company seal)

AFFIDAVIT

I/We, on behalf of (Name of Bidder), with its registered office at _____ do hereby declare that the above-mentioned Bidder has not been blacklisted/ debarred by any State/Central Government authority / Donor Agency.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Signatory)

Annexure 6:Format – Bidder’s Details

*(To be provided by Authorized Signatory on Letterhead
with his/her signature and company seal)*

S. No.	Description	Details	Document at Page No.
1.	Name of Legal Entity		
2.	Status / Constitution of the Bidder		
3.	Name of Registering Authority		
4.	Registration Number		
5.	Date of Registration		
6.	Place of Registration		
7.	PAN Card Number		
8.	NSDC Approved Training Partner (if applicable)	Give details & documentary proof for affiliation	
9.	Name, Designation, Email id and Mobile number of authorised person from the lead bidder		
10.	Name, Designation, Email id and Mobile number of authorised person from the second bidder		

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Signatory)

Note: Copy of appropriate registration / incorporation certificate along with a copy of PAN card should be appended as a part of this form. Copies of all documents should be appended in the same order as mentioned in the table.

Annexure 7: Format – Technical Capability Statement

(To be certified by a Chartered Accountant and only original certificate issued by CA should be attached)

Skill Development Training in any 3 financial years among FY 2015-16, 2016-17, 2017-18 and 2018-19

S.No.	Financial Year	Number of Certified Trainees
1.	2015-16	
2.	2016-17	
3.	2017-18	
4.	2018-19	
Total		

Signature and Seal of Chartered Accountant:

Name of Chartered Accountant:

Membership Number:

UDIN Number:

Mobile No:

Email Id:

Office Address for communication:

Note:

The onus of providing adequate and verifiable supporting evidence (of numbers of trainees certified and placed) lies upon the Bidder. Detailed candidate-wise data may be provided on CD, if required. Supporting evidence must be provided as below

- 1. Original Certificate by a Chartered Accountant** stating the number of trainees for whom skill training has been completed by the Bidder as per the conditions stated in the note under Clause 3.3.4.
- CA certificate should be accompanied with certificate from government sponsoring agency certifying year-wise total number of trainees certified by the SSC / agencies authorized by NSDC for certification of NSQF-aligned courses. Only the figures of the trainees certified by SSC would be considered in NSQF - aligned courses of duration more than 120 hours.
- If the certifying agency is other than SSC; then the Bidder shall submit the "Authorization Certificate issued by NSDC clearly stating that concerned agency is authorized for certification for a particular sector/QP" along-with the certificate from sponsoring agency for Technical Capability.

4. *Refer Annexure 7.1 for viewing the reference format to be issued by government sponsoring agency or agencies authorized by NSDC for certification of NSQF-aligned courses*

Annexure 7.1 Reference Certificate format to be issued by government sponsoring agency or agencies authorized by NSDC for validating certification and placement credentials by a particular TSP (Training Service Provider)

Letter No:

Dated:

To

<Training Service Provider Name>

<Bidder Address>

Subject: Regarding validating the number of candidates certified and placed (reported placed) by <TSP Name> under <Scheme Name>

This is to certify that <TSP Name> has certified and placed under <Scheme Name> in the following QP's, here all the QP's are of training duration greater than or equal to 120 hrs.

S.No	Sector	Qualification Pack	Financial Year (e.g. FY 2016-17) in which certificate has been issued	Number of candidates certified	Number of candidates placed or reported placed

(Signature) and Seal of the authorised signatory

Name of the certificate issuing person:

Designation of the certificate issuing person:

Organisation Name:

Annexure 8: Format –Financial Capability Statement

(To be certified by a Chartered Accountant and only original certificate issued by CA should be attached)

Based on audited financial statements, I/We hereby submit that

(Name of Bidder), having registered office at, has

annual turnover and net worth in any three financial years (among 2015-16, 2016-17, 2017-18 and 2018-19), as follows:

S. No.	Financial Year	Annual Turnover (Rs. Lakhs)	Net worth (Rs. Lakhs)
1.	2015-16		
2.	2016-17		
3.	2017-18		
4.	2018-19		
TOTAL			
AVERAGE			

Signature and Seal of Chartered Accountant

Name of Chartered Accountant:

Membership Number:

UDIN No:

Mobile No:

Email Id:

Office Address for communication:

Note:

1. Bidder is required to submit the audited financial statements for the any three years among 2015-16, 2016-17, 2017-18 and 2018-19). **In case of consortium, separate CA Certificate for both the lead and second bidders are required to be submitted.**
2. All supporting documents should be duly certified by a Chartered Accountant
3. Supporting definitions:
 - Turnover: Revenue net of any taxes and duties payable.
 - Net worth = Paid Up Equity share capital (excluding share capital allotted for consideration other than cash) + Free Reserves and Surplus (excluding revaluation reserves) -Deferred Revenue Expenditure/ Miscellaneous Expenditure not written off-Debit Balance in Profit and Loss Account-Cross holding of investments amongst consortium members in case of a consortium.

Annexure 8 A: Format –Financial Capability Statement (For Consortium)

(Self-Certified)

Based on audited financial statements, We hereby submit that
(Name of Lead Member of Consortium and Name of Second Consortium Member), having registered office at
(Lead Member of Consortium Address) and
(Second Consortium Member Address), has annual turnover and net worth in any of the any three financial years (out of 2015-16, 2016-17, 2017-18 and 2018-19), as follows:

S.No.	Financial Year	Annual Turnover (Rs. Lakhs)		Net worth (Rs. Lakhs)	
		Lead Member of Consortium	Second Consortium Member	Lead Member of Consortium	Second Consortium Member
1.					
2.					
3.					
4.					
TOTAL (Lead Member + Second Member of Consortium)					
AVERAGE(Lead Member + Second Member of Consortium)					

Signature and Seal of authorised signatory

Name:

Designation:

Organisation Name

Note: Original CA certificates(as per Annexure 8 format in the RFP) need to be attached for both the Lead bidder and Second Consortium Member separately as supporting documents along with Annexure 8 A document. Also the choice of any three financial years 2015-16, 2016-17, 2017-18 and 2018-19 should be same for both the Lead Member of Consortium and Second Consortium Member

Annexure 9: Format – Additional Information

(i) Bidder’s understanding of Skill Development and Skill Training

.....

(ii) Bidder’s approach and methodology for Skill Training and Delivery (including mobilization, Training Delivery, Quality Assurance)

.....

(iii) Bidder’s experience and strength in securing placement of trainees

.....

(iv) Available Trainer details (all-India)

S.No	Description	Details
1.	No. of permanent trainers, along with their sector(s)of expertise	
2.	No. of contractual trainers, along with their sector(s)of expertise	
3.	No. of trainers trained and certified by any Sector Skill, along with their sector(s) of expertise	
4.	Qualifications of Permanent Faculty	

(v) Additional details

(Bidder may use this space to highlight experience of working with various beneficiary groups)

S.No	Description	Details
1.	Experience in training candidates belonging to Scheduled Castes and Scheduled Tribes, if any	

S.No	Description	Details
2.	Experience in training candidates belonging to Primitive Tribes, if any	
3.	Experience in training women candidates	
4.	Experience in training illiterate candidates, if any	
5.	Experience in training Persons with Disabilities, if any	

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Signatory)

Annexure 10: Format – Power of Attorney in favour of Authorized Signatory

(On Rs 1000 Non-Judicial Stamp Paper and duly notarized)

This is to authorise Mr./Ms.....
Son / daughter /wife of _____ and presently residing at

_____,
who is presently employed with us and/or holding the position of _____, for doing in our name and signing on our behalf all such acts, deeds and things as are required in connection with submission of our bid for “Selection of private partner for establish, operate and maintain the Mega Skill Training Centre in Madhya Pradesh on PPP mode” including but not limited to signing and submission of all applications, bids and other documents, participating in Bidders’ conferences and providing information/responses to Madhya Pradesh Skill Development Mission Society (MPSSDEGB), representing us in all matters before MPSSDEGB or concerned Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority 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 of the Agreement with MPSSDEGB.

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

Signed on behalf of _____
(Signature)
(Name, Title and Address)

Accepted
(Signature)
(Name, Title and Address)

Witnesses :-

- 1.
- 2.

NOTARY

Notes:

- *Should be executed on non-judicial stamp paper of Rs. 1000/-*
- *Should be notarised*
- *Should be signed by Principal and Attornee*
- *Should be signed by two witnesses*
- *The bye-laws / MoA of the organisation should be attached*

Annexure 11: Bank Guarantee format for Bid Security

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

1. In consideration of you, Madhya Pradesh Skill Development Mission Society, having its office at (herein after referred as "MPSSDEGB"), which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of having its registered office at (hereinafter referred to as the "Bidder") which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns, for the "Establishment, operation and maintenance of the Mega Skill Training Centre in Madhya Pradesh on PPP mode" (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project (hereinafter referred to as "Bidding Document"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.6.3 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 2,00,000 (Rupees Two Lakhs only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Document shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Document including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 2,00,000 (Rupees Two Lakhs only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 270 (two hundred and seventy) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Document including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of

the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Document or to extend time for submission of the Bid or the Bid validity period or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Document, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 2,00,000 (Rupees Two Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before.....(indicate date falling 270 days after the Bid Due Date).

Signed and Delivered by.....Bank

By the hand of Mr./Ms., its.....and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Annexure 12: Power of Attorney for Lead Member of Consortium

(On Rs 1000 Non-Judicial Stamp Paper and duly notarized)

This power of attorney is made on this the [PLEASE INSERT DATE] day of [PLEASE INSERT MONTH], [PLEASE INSERT YEAR].

We, [PLEASE INSERT NAME OF THE NON-LEAD MEMBER] of [PLEASE INSERT ADDRESS OF THE NON-LEAD MEMBER] do hereby appoint and authorize [PLEASE INSERT NAME OF THE LEAD MEMBER] of [PLEASE INSERT ADDRESS OF THE LEAD MEMBER] to represent the Consortium in all matters in relation to provide information and respond to inquiries etc. as may be required by the Authority, the Madhya Pradesh Skill Development Mission Society in connection with the Establish, Operate & Maintain Mega Skill Training Centres in Madhya Pradesh on PPP Mode in line with the terms and conditions as provided in the Concession Agreement (hereinafter referred to as the “**Project**”). The Lead Member is further authorized to conduct all business in relation to the bidding process for and on behalf of the Non-Lead Member, during the Bidding Process and in the event that the Consortium is awarded the Project, during the finalization of the Concession Agreement. Furthermore, the Lead Member is hereby authorized to sign and file relevant documents in connection with any and all matters related to the preparation and submission of the Proposal in response to the RFP and do all or any of such acts, deeds or things as are necessary or required or incidental to the preparation and submission of the Proposal for the Project. The Lead Member is further authorized to sign and execute any contracts and undertakings consequent to acceptance of our Proposal, and generally to deal with the Authority, for and on behalf of the Consortium, in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof.

AND

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by the said Lead Member pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by the said Lead Member in exercise of the powers hereby conferred shall and shall always be deemed to have been done by the Consortium.

IN WITNESS WHEREOF WE DO HEREBY PUT OUR SIGNATURE ON THE DAY, MONTH AND YEAR MENTIONED HEREIN ABOVE.

(Non-Lead Member signature)

Name:

Accepted

(Signature of Lead Member)
(Name, Title and Address)

Witness: 1. _____ 2. _____

Name:

Name:

Address:

Address:

(Please fill in name and address of the witness)

(Please fill in name and address of the witness)

Notes:

- *To be provided only in case of Consortium. This Power of Attorney shall be provided (either individually or jointly) by all the Non-Lead Members nominating the Lead Member of the Consortium).*
- *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.*
- *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 Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Notes for execution of this document: -

- *Should be executed on non-judicial stamp paper of Rs. 1000/-*
- *Should be notarised*
- *Should be signed by Principal and Attornee*
- *Should be signed by two witnesses*
- *The bye-laws / MoA should be attached*

Annexure 13: Consortium Bidding Agreement

(No deviation or editing is allowed in this consortium bidding agreement)

(On Non-Judicial Stamp Paper of Rs. 1000 and duly notarized)

This Consortium Bidding Agreement (hereinafter referred to as the “Agreement”) is entered into on this the [PLEASE INSERT DAY] day of [PLEASE INSERT MONTH], [PLEASE INSERT YEAR].

BETWEEN

1. [NAME OF ENTITY], a Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Society / Trust incorporated under the [PLEASE INSERT THE RELEVANT LAW/REGULATION OF INCORPORATION AND COUNTRY OF INCORPORATION], and having its registered office at [ADDRESS OF COMPANY] (hereinafter referred to as the “**First Party**” and/or the “**Lead Member**”, as used interchangeably, which expression shall, unless repugnant to the context include its successors, permitted assigns and legal representatives)¹.

AND

2. [NAME OF ENTITY], Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Society / Trust incorporated under the [PLEASE INSERT THE RELEVANT LAW/REGULATION OF INCORPORATION AND COUNTRY OF INCORPORATION], and having its registered office at [ADDRESS OF COMPANY] (hereinafter referred to as the “**Second Party**” which expression shall, unless repugnant to the context include its successors, permitted assigns and legal representatives).

Each of the First Party and Second Party, are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

(A) The Madhya Pradesh State Skill Development and Employment Generation Board (registered under Madhya Pradesh Society Registration Act), , having its office at Gas Rahat ITI Campus, Govindpura, 462023Madhya Pradesh (hereinafter referred to as the “**Authority**”) has invited bids (hereinafter referred to as the “**Proposal**”) in response to its Request for Proposal No dated [] (hereinafter referred to as the “**RFP**”) for selection of the Private Partner to Establish, Operate, & Maintain Mega Skill Training Centres in Madhya Pradesh on PPP mode (hereinafter referred to as the “**Project**”).

- (B) The Parties are interested in jointly bidding for the Project as Consortium Members

and in accordance with the terms and conditions of the RFP document and other bid documents issued by the Authority in respect of the Project, and

- (C) It is a necessary condition under the RFP document for the Consortium Members to enter into this Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. RELATIONSHIP OF THE PARTIES

2.1. The purpose of this Agreement is to establish and record terms to govern the relationships of the Parties with each other. The Parties do hereby irrevocably constitute a Consortium for the purposes of jointly participating in the bidding process for the Project.

2.2. The Parties agree to cooperate with each other in the negotiation, preparation and submission of the Proposal and in the event that they are awarded the Project, in the preparation, finalization and execution of the Concession Agreement on the terms set out in this Agreement.

2.3. ***Nothing contained in this Agreement is intended to create a partnership or any other separate legal or corporate entity.***

2.4. The Parties hereby undertake that in the event the Consortium is declared as the Preferred Bidder and awarded the Project, ***it shall incorporate the SPV under the Companies Act 2013 of Government of India for the delivery of the Project in accordance with the terms and conditions of the Concession Agreement***

3. TERM OF THIS AGREEMENT

This Agreement will commence from the date of execution and shall be valid until the formation of SPV. However, in the event that the Consortium is not selected as the Preferred Bidder for the Project, this Agreement will stand terminated in accordance with Clause 9 of this Agreement.

4. EXCLUSIVITY

For a particular Sector, no Party shall directly or indirectly, except as part of the Consortium, alone or with any third party prepare or submit, or participate in the preparation or submission of, any other Proposal in response to the RFP (as applicable).

5. ROLES AND RESPONSIBILITIES OF THE PARTIES

5.1. The Parties hereby undertake to perform the roles and responsibilities as described herein below:

- (a) The Parties hereby acknowledge that the First Party shall be the Lead Member of the Consortium and shall have the authority to conduct all business in relation to the bidding process for and on behalf of any and all the Consortium Members during the bidding process and in the event that the Consortium is awarded the Project, during the preparation, finalization and execution of the Consortium. The Lead Member shall be authorized pursuant to a Power of Attorney provided by all other Parties (i.e. the Non-Lead Members) to conduct all business and to sign and file relevant documents in connection to the bidding process for and on behalf of the Consortium and represent and irrevocably bind all other Consortium Members in all matters connected to the bidding process. [PLEASE INSERT DETAILS OF THE ROLES AND RESPONSIBILITIES].

The roles and responsibilities of the First Party/Lead Member are:

- 1.
- 2.
- 3.

- (b) The Second Party shall be the <technical/financial/operation and maintenance/ any other> [please mention] member of the Consortium. [PLEASE INSERT DETAILS OF THE ROLES AND RESPONSIBILITIES].

The roles and responsibilities of the Second Party are:

- 1.
- 2.
- 3.

6. JOINT AND SEVERAL LIABILITY

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, until such time that the Agreement is terminated pursuant to Clause 9.

7. SHAREHOLDING IN THE SPV

- 7.1. The Parties agree that in the event that the Consortium is awarded the Project, the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party: [PLEASE INSERT SHAREHOLDING OF LEAD MEMBER] (minimum 51% of the total Equity in the SPV)

Second Party: [PLEASE INSERT SHAREHOLDING OF SECOND PARTY] (minimum 10% of the total Equity in the SPV)

- 7.2. The lead member shall hold, directly or indirectly, at least 51 % (fifty one percent) of the total Equity in the SPV throughout the Concession Period. Other member of the Consortium shall hold, directly or indirectly, at least 10% (ten percent) of the total Equity in the SPV during the concession period

8. REPRESENTATION AND WARRANTIES

- 8.1. Each Party represents to the other Parties as of the date of this Agreement that:
- a) It is duly organized, validly existing and in good standing under the laws of the country of its incorporation/formation and has the requisite powers and authority to enter into this Agreement.
 - b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the memorandum and articles of association and/or board resolution/ power of attorney authorizing the legal representatives of the Party to execute this Agreement on behalf of the Party is annexed to this Agreement.
 - c) The execution, delivery and performance by such Party of this Agreement will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which it is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
 - d) There is no litigation pending or, to the best of such Party's knowledge, threatened against it to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
 - e) Each Party warrants that it has the necessary resources, licenses and permits for the information contained in the Proposal and the delivery of services and deliverables contemplated or that will be contemplated in the Concession Agreement.

9. TERMINATION

9.1. In the event that the Consortium is not awarded the Project or in case of cancellation of the bidding process by the Authority, this Agreement shall automatically come to an end and the Consortium shall consequently be dissolved, subject to each Party duly completing or performing its pending obligations, if any.

9.2. In the event that the Consortium is awarded the Project, this Agreement shall terminate upon formation of the SPV.

9.3. Except as provided in Clause 9.1 and 9.2 above, the Parties shall not terminate this Agreement without the prior written approval of the Authority.

10. VALID AND BINDING OBLIGATION

10.1. Each of the Parties agree that this Agreement constitutes a valid and binding obligation upon the Parties concerned and is enforceable against each of them in accordance with the terms and conditions herein contained.

10.2. Unless otherwise agreed, each of the Parties agree that in case of a successful bid, all Parties shall be jointly and severally liable for the execution of the Concession Agreement with the Authority, in accordance with the terms and conditions contained therein.

11. COSTS

11.1. The Parties agree that each Party will bear its own costs arising out of this Agreement, except as maybe agreed otherwise in writing.

12. CONFIDENTIALITY AND NON-DISCLOSURE

12.1. The Parties agree that they will keep confidential and will not disclose to any third parties, firms, corporations or others, this Agreement, or any of the terms of this Agreement, provided that either Party may disclose the information pursuant to the process or otherwise required by other applicable laws including any directions from government agencies, central bank etc., in which case the Party that has been requested to provide the information shall notify the other Parties of such request, so that the other Parties may object to such production, or take any other action they deem necessary and appropriate.

13. NOTICE

13.1. All notices or processes among the Consortium Members, relating to this Agreement, shall be valid and effective if sent by [PLEASE INSERT THE MODE OF COMMUNICATION (E.G. LETTER/E-MAIL)] to the respective addresses as provided herein below.

For the First Party/ Lead Member: [PLEASE INSERT ADDRESS AND CONTACT DETAILS OF THE FIRST PARTY]

For the Second Party: [PLEASE INSERT ADDRESS AND CONTACT DETAILS OF THE SECOND PARTY]

14. MISCELLANEOUS

14.1. This Agreement shall be governed by laws of India.

14.2. The Parties acknowledge and accept that this Agreement shall not be amended or modified by the Parties without the prior written approval of the Authority.

- 14.3. The Parties acknowledge and accept that no change in the composition of the Consortium shall be permitted after the Proposal Due Date up to the issuance of the LoA.
- 14.4. The Parties further acknowledge and accept that no change in the composition of the Consortium shall be permitted from the time of issue of the LoA up to the signing of the Concession Agreement without the prior written approval of the Authority which will be in its absolute discretion.
- 14.5. **Moreover, the Parties acknowledge that approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.**
- 14.6. **The Parties further acknowledge and accept that any change in the composition of the Consortium other than as set out above, shall lead to the rejection of their Proposal.**
- 14.7. No failure or delay on the part of any Party to this Agreement to exercise any right or remedy under this Agreement and/or no indulgence granted by any one Party to the other will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy.
- 14.8. Each Party agrees to execute, do and procure all other persons, if any, to execute and do all such further deeds, assurances, acts and things as may reasonably be necessary so that full effect may be given to the terms and conditions of this Agreement.
- 14.9. If a provision of this Agreement is found to be illegal, invalid or unenforceable:
- (a) it is to be read down or severed to the extent of the illegality, invalidity or unenforceability;
 - (b) the Parties shall negotiate in good faith amendments to this Agreement to include, to the extent possible, legal, valid and enforceable provisions to give effect to the intent of the Parties under the illegal, invalid or unenforceable provision.
- 14.10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF THE PARTIES NAMED ABOVE HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS ON THE DATE FIRST MENTIONED ABOVE.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

FIRST PARTY (LEAD MEMBER)

SECOND PARTY

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Please fill in the details of the Lead Member)(Please fill details of the Second Party)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

In the presence of:

1).....

2).....

(Please insert names of the witness)

(Signature of the witness)

Note:

- *This Agreement to be executed on non-judicial stamp paper appropriate value or any other legally equivalent document as permissible under the laws of the respective country where any one Consortium Member is domiciled.*
- *It is to be noted that a Consortium cannot have more than 2 (two) Consortium Members (including the Lead Member)*

Annexure 14: Draft Concession Agreement

DRAFT CONCESSION AGREEMENT

between

Government of Madhya Pradesh

(Madhya Pradesh Skill Development Mission Society)

and

.....

(Name of the Concessionaire)

**To Establish, Operate and Maintain Mega Skill Training
Centre on PPP mode**

Draft Concession Agreement

THIS AGREEMENT is entered into on this the [insert date] day of [insert month], 2019

BETWEEN

- I. The Government of Madhya Pradesh represented by MPSSDEGB and having its principal office at _____
_____ (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assignees) of the **FIRST PART**;

AND

- II. { _____, a company incorporated under the Companies Act 1956/Companies Act 2013, having its Registered office at _____ (hereinafter referred to as the “**Concessionaire**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its affiliates, successors, permitted assignees and substitutes) of the **SECOND PART**.}

AND

- III. { _____, a company/society/charitable trust incorporated under the Companies Act 1956/ Companies Act 2013/Societies Registration Act 1860/Public Trust Act duly registered with the Registrar of Companies/Registrar of Societies, having its Registered office at _____ (hereinafter referred to as the “**Preferred Bidder**”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its affiliates, successors, permitted assignees and substitutes) of the **THIRD PART**.}

OR

{A consortium comprised of (a) _____, a company/society/charitable trust incorporated under the Companies Act 1956/Companies Act 2013/Societies Registration Act 1860/Public Trust Act, having its Registered office at _____, (include its affiliates, successors, permitted assignees and substitutes); (b) _____, a company/society/charitable trust incorporated under the Companies Act 1956/Companies Act 2013/Societies Registration Act 1860/Public Trust Act, having its Registered office at _____}, (hereinafter referred to

as the “**Preferred Bidder**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its affiliates, successors, permitted assignees and substitutes) of the **THIRD PART**.”}

Each party individually shall be termed as “**Party**” and in combination shall be termed as “**Parties**”.

WHEREAS:

1. DEFINITIONS

“**Affected Party**” shall have the meaning set forth under Clause 19.1 of Agreement;

“**Agreement**” shall have the meaning set forth under Clause 2.3 of Agreement;

“**Annual Plan**” shall have the meaning set forth under Clause 8 of this Agreement;

“**Applicable Laws**” means any one or more of the following:

Any applicable statute, proclamation or order, or any delegated or subordinate legislation, regulation, rule, notice, treaty, directive, judgement or order having force of law in India, and any interpretation of any of them by any court or government agency; and

any applicable guidance, direction or determination with which the Authority and/or the Concessionaire is bound to comply, to the extent that it is published and publicly available or the existence or contents of them have been notified to the Concessionaire by the Authority, in each case in force in India and this definition shall apply to existing and future laws;

“**Associate**” shall have the meaning in relation to the Bidder/ Preferred Bidder/ Concessionaire, a person who controls, is controlled by or is under the common control with such Bidder/ Preferred Bidder/Concessionaire. As used in this definition, the expression “control means, with respect to a person which is a company or corporation, the ownership directly or indirectly, of more than 50 percent of the voting shares of such person and with respect to a person which is not a company or corporation the power to direct the management and policy of such person by operation of law”

“**Authority**” shall have the meaning set forth under recital I above;

“Authority’s Default” shall have the meaning set forth under Clause 24.2.1 of Agreement;

“Commercial Operation Date (COD)”¹ shall have the meaning set forth under Clause 11.1.2 of Agreement;

“Concession” shall have the meaning set forth under Clause 4.1 of Agreement;

“Concessionaire” shall have the meaning set forth under recital II above;

“Concessionaire’s Default” shall have the meaning set forth under Clause 25.2 of Agreement;

“Concession Period” shall have the meaning set forth under Clause 2.4 of Agreement;

“Conditions Precedent” shall have the meaning set forth under Clause 5 of Agreement;

“Construction Period”² shall have the meaning set forth under Clause 12.2.2. of Agreement;

“Cure Period” shall have the meaning set forth under Clause 25.1 of Agreement

“Effective Date” shall have the meaning set forth under Clause 5.3 of Agreement;

“Encumbrances” means, in relation to the Mega Skill Training Centre and Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Mega Skill Training Centre, where applicable herein;

“Expert” means any person, body or organization of repute with recognized technical/ professional expertise in respect of the field, matter or subject relevant for the purpose of this Agreement.

¹Applicable in case land or building are procured/constructed by applicant

²In case building is refurbished, “Construction” shall be replaced with “Refurbishment”

“Focus Sectors” shall have the meaning set forth under Clause 3.1.4 of Agreement;

“Force Majeure” shall have the meaning set forth under Clause 19.1 of Agreement;

“Force Majeure Cost” shall have the meaning set forth under Clause 19.8 of Agreement;

“Force Majeure Event” shall have the meaning set forth under Clause 19.1 of Agreement;

“Functions” shall have the meaning set forth under Clause 2.6 of Agreement;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws in reliable, safe, economical and efficient manner;

“Governing Committee” shall have the meaning set forth under Clause 9.1 of this Agreement;

“Independent Panel” shall have the meaning set forth under Clause 17.1 of Agreement;

“Insurance Cover” shall have the meaning set forth under clause 21.1 of Agreement;

“Key Performance Indicators” shall have the meaning set forth under Clause 15 (15.1, 15.2) of Agreement;

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

Mega Skill Training Centre” shall have the meaning set forth under Clause 2.1 of Agreement;

“O&M Inspection Report” shall have the meaning set forth under Clause 16.2.5 of Agreement;

“Operation Period” means period starting from Commercial Operation Date till expiry of Concession Period or Termination as the case may be;

“Operation & Maintenance Manual” shall have the meaning set forth under Clause 12.1 of Agreement;

“Performance Security” shall have the meaning set forth under Clause 10.1 of Agreement;

“Preferred Bidder” shall have the meaning set forth under the recital II of this Agreement;

“Process Manual” means the manual containing the operational guidelines for the Mega Skill Training Centre issued by Authority and attached under Schedule V (Still under developing phase, will be uploaded on ssdm.mp.gov.in website later on) of this Agreement and shall also include any amendment to this as and when issued;

“Project” shall have the meaning set forth under Clause 2.1 of Agreement;

“Project Assets” means all physical and other assets (movable and immovable) relating to and forming part of the Mega Skill Training Centre.

“RFP” shall mean Request for Proposal as set forth under Clause 2.2 of this Agreement;

“Scheduled Completion Date”³ shall have the meaning set forth under Clause 11.1.2 of Agreement;

“Scope of Project” shall have the meaning set forth under Clause 3.1 of Agreement;

³Applicable in case land or building is procured/rented

“**Termination Notice**” shall have the meaning set forth under Clause 25.1 of Agreement;

“**Termination**” shall have the meaning set forth under Clause 25.2 of Agreement;

“**Training Fee**” shall have the meaning set forth under Clause 13.1 of Agreement;

2. BACKGROUND

- 2.1. The Authority**, with a view to foster skilling initiatives in the State, intends to establish mega skill training centre at the location specified under Clause 3.1.4 of this Agreement (the “Mega Skill Training Centre”) and consider it desirable to hand over the functions and responsibilities of procuring required land and operating the Mega Skill Training Centre to the Concessionaire who would be allowed to construct, operate, maintain the Mega Skill Training Centre in accordance with the terms and conditions laid down in this Agreement (the “Project”). No additional payment would be made by authority except the payment of training fees as per the common norms issued by MSDE from time to time basis
- 2.2.** The Authority had for this purpose invited bids from eligible bidders vide Request for Proposal no. _____ dated _____ (the “RFP”). The Preferred Bidder having submitted its bid dated _____ in response to the tender enquiry and having been found technically qualified as per the conditions in the bid documents, has been awarded the concession by the Authority in respect of Mega Skill Training Centre. A Letter of Award (LOA) was issued by the Authority to the Preferred Bidder vide letter no. _____ dated _____. The Preferred Bidder has submitted an acknowledgement to the LOA issued providing their consent to enter into an agreement.
- 2.3.** The Preferred Bidder has since promoted and incorporated the Concessionaire as a company under the Companies Act 2013 which shall undertake and perform the obligations under this Agreement and exercise the rights of the Preferred Bidder under LOA including the obligations to enter into this Agreement pursuant to the LOA for implementing the Project.
- 2.4.** The concession period will be for a period of five years from the Effective Date (the “**Concession Period**”). The Concession Period shall be renewed for an additional period of five (5) years at the discretion of Authority subject to:
- i. the Concessionaire continuing to meet the eligibility and qualifications criteria as per the RFP; and
 - ii. the satisfactory performance of the Concessionaire as per the terms of this Agreement;
 - iii. The SOP and scheme guidelines will prevail for the MMKSY (Scheme Name) and any guidelines issued by MPSSDEGB w.r.t Mega Skill Training Centers

- 2.5. Both the Authority and the Concessionaire hereby willingly enter into this agreement and agree to abide by all obligations enjoined on them by this Agreement.
- 2.6. The term “**Functions**” would mean procuring required land, construction, operation & maintenance of Mega Skill Training Centre and undertake all required activities for training service delivery including but not limited to mobilization, batch management, training delivery, assessment and certification, placement, post placement support & track etc. as detailed under Schedule I.
- 2.7. This Concession Agreement would in its scope and meaning would also be treated as a concession contract. A concession contract is a contract between the Authority and the Concessionaire that sets forth the terms and conditions for performing the Functions.

3. SCOPE OF PROJECT

3.1 The “**Scope of Project**” shall mean as detailed under Schedule I and include, during the Concession period:

- 3.1.1 The Concessionaire shall procure required land/construct all necessary infrastructure for the Mega Skill Training Centre with capacity to train and certify a minimum of _____⁴ trainees in a year. The minimum facilities that are required to be constructed shall include classrooms, workshops, hostel facilities, library, computer lab and toilets. The minimum build up area of the Mega Skill Centre shall be 25000 Square Feet
- 3.1.2 The Concessionaire shall achieve the Key Performance Indicators as specified under Clause 15 (15.1 and 15.2) of the Agreement. Operate, manage & maintain the Mega Skill Training Centre for providing training in accordance with the provision of this Agreement, the Process Manual , Operation & Maintenance Manual and scheme guidelines
- 3.1.3 Carry out all required activities for training service delivery including but not limited to mobilisation, batch management, training delivery, assessment and certification, placement etc.
- 3.1.4 The location and sectors in which the courses to be delivered (the “**Focus Sectors**”) for the Mega Skill Training Centre is as below:

Name of the District Group	Location within the District 1	Location within the District 2	Focus Sector(s) for District 1	Focus Sector(s) for District 2

⁴ Need to be agreed and incorporated prior to execution of the Agreement. Number of trainees has to be equal or greater than 3000 and less than 5000 trainees

- 3.2** The Concessionaire has to operate, maintain and ensure that the Mega Skill Training Centre is/are run in accordance with the provisions of this Agreement and good industry practices.
- 3.3** Both Parties agree that no money would be collected from the trainees for any training service provided in the Mega Skill Training Centre. Authority shall provide the Training Fee to the Concessionaire as per the common norms issued by Ministry of Skill Development and Entrepreneurship as on 31stDec 2018 and as amended from time to time by Ministry of Skill Development and Entrepreneurship. The relevant extracts of Common Norms notified Skill Development and Entrepreneurship is given under Schedule II.
- 3.4** Authority shall pay a maximum mobilization payment of 10% of the training fee payable for the first and second year training target of the concession period based on the minimum total number of trainees to be certified in the first year of Concession Period (the “**Mobilization Advance**”) within 180 days of signing of Concession Agreement upon submission of a bank guarantee of equivalent amount by the Concessionaire. This will be adjusted with the Training Fee payable to the Concessionaire over the Concession Period @ 4% of Training Fee each year till expiry of 5th year of Concession Period. This adjustment will be done with the 1st instalment of Training Fee every year. The bank guarantee submitted by the Concessionaire shall be returned after adjustment of Mobilization Advance.
- 3.5** Based on the modifications on the national guidelines and state priorities, Authority shall have the right to modify the Scope of Project in accordance to the same.

4. GRANT OF CONCESSION

- 4.1** Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the Facilities to perform Functions specified under Clause 2.6 during the Concession Period subject to and in accordance with the provisions of this Agreement (the “**Concession**”) Provided that in the event the Concessionaire shall have discharged its obligations without any material breach thereof during the Concession Period, it may by notice to be given no later than the expiry of Concession Period, seek extension of the Concession Period, and in such an event, it shall be entitled to an additional Concession Period of 5 (five) years subject to satisfaction of conditions mentioned under Clause 2.4 (i) and (ii) of this Agreement. For the avoidance of doubt, material breach shall for the purposes hereof mean Suspension and/or cumulative levy of Damages exceeding a sum equivalent to Performance Guarantee.
- 4.2** Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire:
- 4.2.1 Carry out all Functions as specified under Clause 2.6 of this Agreement;
- 4.2.2 Perform and fulfil all of the Concessionaire’s obligations under and in accordance with this Agreement;

- 4.2.3 Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;
- 4.2.4 Neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or the Facilities nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement;
- 4.2.5 Commit that the Facilities provided shall be used only for the purpose under this Agreement

5. CONDITIONS PRECEDENT

The respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 5 (the “**Conditions Precedent**”).

- 5.1** The Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have:
 - i. Constituted the Independent Panel as per the method attached under Schedule IV of this Agreement, for monitoring during operation period of Mega Skill Training Centre.
 - ii. Constituted the Governing Committee as per the provisions under Clause 9 of this Agreement.
 - iii. Paid the Mobilization Advance to the Concessionaire.
- 5.2** The Conditions Precedent required to be satisfied by the Concessionaire shall be deemed to have been fulfilled when the Concessionaire shall have:
 - i. Communicated the details and contact number, email of authorized representatives who will be the point of contact for the Authority.
 - ii. Provided the details of bank account for payment of Training Fee as per the terms of Clause 13 of the Agreement. (Refer Schedule VI for further details)
 - iv. Procured all necessary approvals/permits required for performing Functions as per the provision of this Agreement.
 - iii. Submitted the bank guarantee equivalent to the amount of Mobilization Advance.
- 5.3** The Authority and the Concessionaire shall have to satisfy their respective Conditions Precedent within 180 (one hundred and eighty) days from the date of signing of Agreement (the “**Effective Date**”).

In the event that (i) the Authority does not procure fulfilment of any or all of the Conditions Precedent set forth in clause 5.1 within a period of 180 (one hundred and

eighty) days from the date of this Agreement, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority, unless an extension of period for fulfilment of Condition Precedent is not mutually agreed among the Parties, the Concessionaire shall have the right to Terminate the Agreement as per the provisions under Clause 25 of the Concession

In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 5.2 within period of 180 (one hundred and eighty) days from the date of this Agreement, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Concessionaire, unless an extension of period for fulfilment of Condition Precedent is not mutually agreed among the Parties, the Authority shall have the right to Terminate the Agreement as per the provisions under Clause 25 of the Concession

6. OBLIGATIONS OF THE CONCESSIONNAIRE

6.1 The services to be provided by the Concessionaire are broadly categorised as below:

- (i) The Concessionaire shall perform the Scope of Project mentioned under Clause 3 of this Agreement in accordance with the provisions of this Agreement.
- (ii) For the Renovation/ Construction of the facility/ies, The Concessionaire shall construct all necessary infrastructure⁵ for the Mega Skill Training Centre with capacity to train and certify a minimum of _____⁶ trainees in a year in the _____ sector. The minimum facilities that are required to be constructed shall include classrooms, workshops, hostel facilities, library and toilets. The size of the facilities shall be adequate to cater to an annual capacity to train and certify a minimum of _____⁷ trainees.
- (iii) No Franchisee arrangements for training or sub-letting of facility/ies to any agency/individual is allowed in any form
- (iv) Trainee mobilisation shall be undertaken at Concessionaire's own cost and subsequently, linkage of registration of trainees to their Aadhaar identity, which the Concessionaire is expected to facilitate before trainee registration
- (v) Mobilisation should be accompanied by counselling wherein the Concessionaire is expected to provide candidates all possible information on the nature of work in the sector/trade, availability of jobs, potential pay and entitlements, growth prospects and risks involved, with the aim of helping candidates and their families make informed choices

⁵Applicable in case land or building are procured

⁶Need to be agreed and incorporated prior to execution of the Agreement. Number of trainees has to be between 3000 to 5000 trainees

⁷Need to be agreed and incorporated prior to execution of the Agreement

- (vi) Each batch shall comprise of a minimum of 20 students and a maximum of 30 students, the details are further provided in the SOP of MMKSY. The concessionaire shall capture batch attendance for trainees using biometric tools.
- (vii) Delivery of training courses including curriculum development based on the National Occupational Standards (NOS) and Qualification Packs (QPs) developed by Sector Skill Councils established under the National Skill Development Corporation (NSDC). The training curriculum must include mandatory modules on soft skills, computer literacy, financial literacy and entrepreneurship. Adequate practical and on the job training/internship must be incorporated into the training module where necessary.
- (viii) The Concessionaire shall primarily run training programs being funded by the Authority only. In order to run any other Government Programmes/ CSR funded training programs/ fee based courses for a particular period the Concessionaire need to take prior written approval from Authority
- (ix) Trainers appointed for delivery of the training must be competent instructors in possession of requisite knowledge, skills and experience in their domain and should be duly certified by Sector Skill Council (SSC) or as mandated by the Authority
- (x) Assessment & certification of all the trainees shall be undertaken as per SSC guidelines or as mandated by the Authority. Additionally the Concessionaire shall undertake continuous internal assessment in the form of quizzes, assignments and tests that should be a part of the course curriculum
- (xi) Placement of the trainees in jobs that provide wages at least equal to minimum wages of semi-skilled labour prescribed in the state of Madhya Pradesh) in accordance with the provisions of Clause 15 of this Agreement.
- (xii) Track and report successfully placed candidates for a period of 12 months
- (xiii) Maintain all records including but not limited to those pertaining to attendance, class progress, assessment, certification, and training outcome both manually (hard copies submit-ted to the Authority) as well as uploaded on **ssdm.mp.gov.in**
- (xiv) Follow the MMKSY scheme guidelines and SOP uploaded and updated on ssdm.mp.gov.in portal on timely basis

6.2 Change in Ownership

- (i) The Concessionaire shall not undertake or permitted to undertake any Change in Ownership, or any person owning, directly or indirectly, beneficially or otherwise, any of the shares or units or any other ownership interest in the Concessionaire or any such person, except with the prior written approval of the Authority, which shall not be unreasonably withheld or delayed.

- (ii) No Change in Ownership of the Concessionaire, or any person owning, directly or indirectly, beneficially or otherwise, any of the shares or units of or any other ownership interest in the Concessionaire or any such person, shall be permitted:
 - (a) where the person acquiring the ownership interest is a person whose standing or activities are inconsistent with the Authority's role as a skill training provider, or may compromise the Authority's reputation or integrity so as to affect public confidence in that system; or
 - (b) if such Change in Ownership would have a material adverse effect on the performance of the Project.

- (iii) For the purposes of this Clause, a Change in Ownership of the Concessionaire is deemed not to have occurred upon a transfer of any ownership interest in the Concessionaire by the Initial Shareholders, provided that:
 - (a) The lead member shall hold, directly or indirectly, at least 51% (fifty one per cent) of the total equity throughout the Concession Period;
 - (b) {Insert name of the other member of the Consortium} shall hold, directly or indirectly, at least 10% (ten per cent) of the total equity during the Concession Period.}; OR
 - (c) {Insert name of the Preferred Bidder} shall hold, directly or indirectly, at least 51% (fifty one per cent) of the total Equity during the Concession Period.}

6.3 The Concessionaire shall comply with the Key Performance Indicators in accordance with the provisions under Clause 15.1 of this Agreement.

6.4 The Concessionaire shall prepare and submit the Annual Plan to the Authority and Governing Committee in accordance with the provisions under Clause 8 of this Agreement.

7. OBLIGATIONS OF THE AUTHORITY

In addition to and not in derogation or substitution of any of the obligations, undertakings, terms and conditions set out elsewhere in this Concession Agreement, the Authority shall, without qualification, at its own cost and expense observe, undertake, perform and comply during the Concession Period with the following obligations:

7.1 Make timely payment of the Training Fee to the Concessionaire.

7.2 Provide timely approval to the Concessionaire for batch commencement

7.3 The Authority shall monitor the performance of the Concessionaire as per the provisions of the Concession Agreement.

8. ANNUAL PLAN

- 8.1** The Concessionaire shall be required to prepare an annual plan including the strategy and activities to be performed in order to achieve the Key Performance Indicators under this Agreement (the “**Annual Plan**”). The Annual Plan for the 1st year of Operation Period shall be submitted within 15 days from the Commercial Operation Date. From 2nd year of Operation Period onwards, the Annual Plan shall be submitted every year to the Governing Committee on or before 15th April of every year during the Concession Period.
- 8.2** Upon submission of the Annual Plan, the Governing Committee shall review the Annual Plan and provide its comments/observations if any or accord approval to the Annual Plan as the case may be within 7 days from the date of submission of the Annual Plan by the Concessionaire. After receiving the comments/observations if any from the Governing Body, the Concessionaire shall need to submit the revised Annual Plan to the Governing Committee within 7 days from date of receipt of communication from the Governing Committee. In case no communication received from the Governing Committee within 7 days from the date of submission of the Annual Plan by the Concessionaire, the Annual Plan is deemed to be approved.
- 8.3** The Governing Committee shall be required to approve the revised Annual Plan within 7 days from the date of submission of the revised Annual Plan by the Concessionaire. In case no communication received from the Governing Committee within 7 days from the date of submission of the revised Annual Plan by the Concessionaire, the Annual Plan is deemed to be approved. In case Authority has any comments/observations on the revised Annual Plan submitted by the Concessionaire, the process specified under clause 8.2 and 8.3 shall be repeated.
- 8.4** Approval of Annual Plan shall be a pre-condition for commencement of batch.

9. FORMATION OF GOVERNING COMMITTEE

- 9.1** Authority shall no later than Effective Date, form a governing committee comprising of representative of the Authority, representative of SSC, representative of ministry, industry experts (the “**Governing Committee**”).
- 9.2** The Governing Committee shall be responsible to review the Annual Plan submitted by the Concessionaire in accordance with the provisions under clause 8, monitor achievement of KPIs, review the monthly, quarterly and annual reports of Concessionaire, reports of Independent Panel and discuss & resolve any issues related to the Mega Skill Training Centre as and when arise. The Governing Committee shall also take decision on actions to be taken for non-compliance of obligations including non-achievement of KPIs under this Agreement by the Concessionaire.
- 9.3** The Governing Committee shall meet quarterly once during the Concession Period.
- 9.4** The remuneration, cost and expenses of the Governing Committee shall be borne by the Authority.

10. PERFORMANCE SECURITY

- 10.1** The Concessionaire shall, for the performance, provide to the Authority on the date of signing of concession agreement for Mega Skill Training Centre, a demand draft in favor of CEO, MPSSDEGB from a scheduled /nationalized bank for a sum of _____⁸ in the form set forth in Schedule-III as performance security (the “**Performance Security**”).
- 10.2** Performance Security shall be a rolled over bank guarantee with additional amount to make it equivalent to 5% of the Training Fee of respective year during the Concession Period.
- 10.3** Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire within the stipulated period, the Authority may encash the Performance Guarantee or Bid Security as the case may be and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.
- 10.4** Upon occurrence of a Concessionaire Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Concessionaire Default. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Clause 25 of this Agreement. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Concessionaire shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Concessionaire Default, and in the event of the Concessionaire not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Clause 25 of this Agreement.
- 10.5** The Performance Security shall remain in force and effect for the entire period of the Concession period and shall be released within 30 (thirty) days of expiry of the Concession Period or Termination, whichever is earlier, in accordance with this Agreement.

11. IMPLEMENTATION

11.1 Project Implementation

⁸Equivalent to 5% of 1st year Training Fee

- 11.1.1 On or after the Effective Date, the Concessionaire shall undertake construction and development of the Project in accordance with the provisions of this Agreement.
- 11.1.2 The Concessionaire shall construct the Project and shall commence the commercial operation (the “Commercial Operation Date (COD)”) on or before 18 months⁹from the Effective Date (the “Construction Period/Scheduled Completion Date”) In the event that the Concessionaire fails to achieve COD within a period of 90 (ninety) days from the date set forth for the Scheduled Completion Date, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority and unless an extension of period for completion of Project has not been agreed among the Parties the Authority shall have the right to Terminate the Agreement on account of Concessionaire Default as per the provisions under Clause 25 of the Concession Agreement.
- 11.1.3 In the event that the Project is not completed within 180 (one hundred and eighty) days from the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure and unless an extension of period for completion of Project has not been agreed among the Parties, the Authority shall be entitled to terminate this Agreement.
- 11.1.4 The Project shall be considered to be complete and ready for commencement of commercial operation upon receipt of completion certificate from Independent Panel. The Concessionaire shall at least 30 (thirty) days prior to likely completion of construction of Project, intimate the Independent Panel about the likely date of completion. Within 15 days of receipt of intimation from the Concessionaire, the Independent Panel shall inspect the Project and verify the conformity in accordance with the provisions of this Agreement. Upon completion of construction works and Independent Panel determining the conformity with provisions of this Agreement, the Independent Panel shall issue the completion certificate for the Project to the Concessionaire. The commercial operation of the Project shall only be commenced upon issue of completion certificate by the Independent Panel.

12. OPERATIONS & MAINTAINENCE

- 12.1** No later than 60 (sixty) days prior to the COD of the Mega Skill Training Centre, as the case may be, the Concessionaire shall, in consultation with the Independent Panel, evolve an operation and maintenance manual (the “**Operation & Maintenance Manual**”) for the Mega Skill Training Centre and shall provide 5 (five) copies thereof to the Authority and 2 (two) copies each to the Independent Panel. The Maintenance Manual shall be revised and updated every year.
- 12.2** The Operation & Maintenance Manual shall, in particular, include provisions for maintenance of Mega Skill Training Centre and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be

⁹In case of no building the COD will be 18 months. In case where both land and building is available then the COD will be 6 months.

reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that its overall condition conforms to Good Industry Practice.

- 12.3** The Concessionaire shall ensure safe conditions for the trainees and staff in accordance with the provisions of this Agreement, Applicable Laws. In the event of unsafe conditions, structural damages, equipment breakdowns and accidents, it shall follow the relevant operating procedures and undertake safe removal of obstruction, debris and dangerous spills and leakages without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws and Applicable Permits.
- 12.4** The Concessionaire's responsibility for rescue operations shall include safe evacuation of all trainees and staff from the affected area as an initial response to any particular incident requiring evacuation and shall also include prompt and safe removal of dangerous spills, leakages, debris or any other obstruction, which may endanger or interrupt the Services.
- 12.5** If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the Operation & Maintenance Manual, and such breach is causing or likely to cause material hardship or danger to the trainees, visitors and staff, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be
- 12.6** The Concessionaire shall not be considered in breach of its obligations under this Agreement, on account of any of the following for the duration thereof:
- (a) an event of Force Majeure;
 - (b) measures taken to ensure the safe use of the Mega Skill Training Centre except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or
 - (c) Compliance with a request from the Authority or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Mega Skill Training Centre.

13. PAYMENT MECHANISM

- 13.1** Authority shall during the Concession period, provide the annual training cost (the "**Training Fee**") to the Concessionaire based on the number of trainees successfully assessed and certified per year in accordance with the Common Norms notified by the Ministry of Skill Development and Entrepreneurship as amended from time to time. The relevant extracts of Common Norms notified on are enclosed under Schedule II.

- 13.2** Authority shall pay a maximum mobilization payment of 10% of the training fee payable for the first and second year training target of the concession period based on the minimum total number of trainees to be certified in the first year of Concession Period (the “**Mobilization Advance**”) within 180 days of signing of Concession Agreement upon submission of a bank guarantee of equivalent amount by the Concessionaire. This will be adjusted with the Training Fee payable to the Concessionaire over the Concession Period @ 4% of Training Fee each year till expiry of 5th year of Concession Period. This adjustment will be done with the 1st instalment of Training Fee every year. The bank guarantee submitted by the Concessionaire shall be returned after adjustment of Mobilization Advance.
- 13.3** There will be adjusted payments for the trainees who drop out post disbursement of the first instalment. The amount disbursed to the Concessionaire against a dropped or failed trainees in the first instalment shall be adjusted in the subsequent instalments. Trainees may enrol second time in the same or different course, but the pay-out for such trainees shall only be given for a maximum of two courses provided there is a six-month gap between the certification date of the first course and batch start date of the subsequent course. Annual reconciliation of pay-outs disbursed against each trainee certified and placed by the Concessionaire shall be undertaken before disbursement of the final instalment. Any excessive payment shall be adjusted and released or recovered from the Concessionaire.
- 13.4** In the event that the Training Fee provided as per the Common Cost Norms is insufficient to meet training costs as incurred by the Concessionaire, the Concessionaire shall bear the difference in costs incurred. No training fee will be charged to the trainees.
- 13.5** The Authority shall make the payment to the Concessionaire within 60 days from reporting by Concessionaire of achievement of the output parameter as mentioned under Clause 1.2 of Schedule II. Failure to make the payment within the specified period, unless such failure is not due to any objection or supplementary information requested by Authority, Concessionaire’s Default or Force Majeure, shall attract interest payment @ 1% per month on the outstanding amount payable by the Authority.

14. INFORMATION AND REPORTING REQUIREMENTS

- 14.1** The Concessionaire hereby agrees to ensure that information, records and documentation necessary to monitor the agreement are maintained and are available at all times to the Authority or its authorised representative and Independent Panel for inspection during the concession period. The Concessionaire hereby agrees that it and all its staff shall at all times co-operate with the reasonable processes of the Authority for monitoring, evaluation and carrying out quality audit and financial audit by any third party as authorised by the Authority.
- 14.2** The Concessionaire agrees to maintain all relevant data and records including but not limited to those pertaining to attendance, class progress, assessment, certification, and training outcomes. The Concessionaire agrees to maintain records both manually

(hard copies submitted to the Authority as per terms of Agreement) as well as uploaded on ssdm.mp.gov.in

- 14.3** The Concessionaire further agrees to maintain confidentiality of these data and records and commits that such data and records will not be shared with any third party for any purpose.
- 14.4** The Concessionaire agrees to ensure timely and mandatory reporting into the online ssdm.mp.gov.in portal
- 14.5** The Concessionaire shall submit monthly reports, quarterly reports and annual reports to Authority and Governing Committee containing details including but not limited to number of trainees enrolled, number of ongoing batches, number of trainees under training as on date, number of trainees assessed & certified, number of trainees placed. The reporting formats may be finalized by the Governing Committee within 1 month of Commercial Operation Date.

15. KEY PERFORMANCE INDICATORS

- 15.1** Without prejudice to the obligations specified in this Agreement, the Concessionaire shall operate the Mega Skill Training Centre such that it achieves or exceeds the performance indicators specified in Clause 15.2 and 15.3 below (the “**Key Performance Indicators**”)
- 15.2** The Concessionaire shall ensure that, at all times from 3rd year of Operation Period onwards till the expiry of Concession Period _____¹⁰(*number of trainees*) trainees are assessed and certified annually. In 1st year of Operation Period, _____¹¹(*number of trainees*) should be assessed and certified. In 2nd year of Operation Period, _____¹²(*number of trainees*) should be assessed and certified.
- 15.3** The Concessionaire shall at all times ensure successful employment (both wage and self) on an annual basis of at least 70% of certified trainees within three month of certification, with at least 50% of the trainees passing out being placed in wage employment or as notified in the Common Cost Norms
- (a) In case of wage employment, trainees should be placed in jobs that provide wages at least equal to minimum wages of semi-skilled labour in Madhya Pradesh and such trainees should continue to be in jobs for a minimum period of three months from the date of placement in the same or a higher level with the same or any other employer.
- (b) In case of self-employment, trainees should have been employed gainfully in livelihood enhancement occupations which are evidenced in terms of newly acquired trade license, or setting up of an enterprise or becoming a member of a producer

¹⁰100% of the annual capacity to assess and certify

¹¹60% of the annual capacity to assess and certify

¹²80% of the annual capacity to assess and certify

group, or proof of additional earnings (bank statement) or any other suitable and verifiable document.

- 15.4** In case, the Concessionaire meets over 70% of each of the annual targets specified under Clause 15.2 and 15.3 , then the remaining target shall be carried forward to the next year except in the case of last year of Concession Period. In case annual achievement is below 70% of annual target and over 50% of the annual target, there will be penalty of 2.5 % of Performance Security payable by the Concessionaire to the Authority. In case annual achievement is below 50% of the annual target, penalty would be 5% of Performance Security. In case annual achievement is below 50% for a continuous period of 3 years, it will trigger termination on account of concessionaire default in accordance with the provisions of Clause 24 of this Agreement. In case of last year of Concession Period, the Concessionaire need to achieve 100% of the annual target, failing which there will be no payment with respect to the corresponding milestone.
- 15.5** The penalty if any payable as per the provisions of Clause 24 shall be paid by the Concessionaire within 30 days of claim by the Authority, failing which Authority can appropriate the amount from the Performance Security and in such case the Concessionaire shall be required to relinquish the Performance Security amount as per the provisions of Clause 10.4 of this Agreement.

16. PERFORMANCE MONITORING

16.1 Performance Monitoring during the construction period¹³

- 16.1.1 During the Construction Period, the Concessionaire shall, no later than 7 (seven) days after the close of each quarter, furnish to the Authority and the Independent Panel a quarterly report on progress of the construction works and shall promptly give such other relevant information as may be required by the Authority or the Independent Panel.
- 16.1.2 During the Construction Period, the Independent Panel shall inspect the Facility/ies at least once a quarter and make a report of such inspection (the “**Inspection Report**”) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project. It shall send a copy of the Inspection Report to the Authority and the Concessionaire within 7 (seven) days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by the Independent Panel shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever
- 16.1.3 If the Independent Panel shall have reasonably determined that the rate of progress of construction works is such that the Mega Skill Training Centre is not likely to be completed by the Scheduled Completion Date, it shall notify the

¹³Only in case land and Concessionaire has to undertake construction

Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the Independent Panel in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the completion.

16.2 Performance Monitoring during operations & maintenance

- 16.2.1 During Operation Period, the Concessionaire shall, no later than 7 (seven) days after the close of each quarter, furnish to the Authority and the Independent Panel a quarterly report in a form acceptable to the Authority, stating in reasonable detail the condition of the Mega Skill Training Centre including its compliance or otherwise with the Operation & Maintenance Manual and shall promptly give such other relevant information as may be required by the Independent Panel. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.
- 16.2.2 Further meetings may be arranged at any time to discuss and review for consideration of any significant variation in the terms or conduct of the Agreement as required by either Party. These meetings will be held in the presence of authorized representatives of Authority and the Concessionaire.
- 16.2.3 The Authority has the right to conduct inspection any time as required and the Concessionaire agrees to fully co-operate with the authorized representatives of the Authority including Independent Panel and make all records available for review during such inspection.
- 16.2.4 The Authority may choose to get independent verification of performance through a third party. The Concessionaire will agree to fully cooperate with such process and make all records available for evaluation by the third party.
- 16.2.5 The Independent Panel shall inspect the Mega Skill Training Centre at least once a year. It shall make a report of such inspection (the “**O&M Inspection Report**”) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Operation & Maintenance Manual, and send a copy thereof to the Authority and the Concessionaire within 7 (seven) days of such inspection.
- 16.2.6 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report and furnish a report in respect thereof to the Independent Panel and the Authority within 15 (fifteen) days of receiving the O&M Inspection Report; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Concessionaire shall submit progress reports of the remedial works once every week until such works are completed in conformity with this Agreement

17. INDEPENDENT PANEL

- 17.1 The Authority shall constitute an independent panel consisting of following experts in (the “**Independent Panel**”). The appointment shall be made no later than Effective Date.

- a) a training expert who has at least 15 years of experience in delivering skill training in the Focus Sectors
 - b) a civil engineer, who has at least 10 years of experience of being involved in the structural design, cost estimation and construction supervision of buildings
 - c) a sector expert having experience in designing courses/curriculum in the Focus Sectors
 - d) any other experts as required
- 17.2** The Independent Panel shall discharge its duties and functions substantially in accordance with the terms of reference set forth under Schedule -IV of this Agreement.
- 17.3** The Independent Panel shall submit regular periodic reports (at least once every quarterly) to the Authority in respect of its duties and functions set forth under Schedule IV of this Agreement.
- 17.4** The remuneration, cost and expenses to be paid to Independent Panel shall be shared in equal proportion by the Concessionaire and Authority. The remuneration, cost and expenses of the Independent Panel shall be paid by the Parties within 15 (fifteen) days of receiving an invoice from the Independent Panel.
- 17.5** The Authority may, in its discretion, terminate the appointment of the Independent Panel or any of its member(s) at any time, but only after appointment of another Independent Panel or any of its member(s).
- 17.6** If the Concessionaire has reason to believe that the Independent Panel or any of its member(s) are not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Panel or any of its member(s). Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Independent Panel for an amicable resolution of the Dispute, and if any difference or disagreement between the Panel and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Independent Panel or any of its member(s) is terminated hereunder, the Authority shall appoint forthwith another Independent Panel or any of its member(s).
- 17.7** The Authority shall require the Independent Panel to designate and notify to the Authority and the Concessionaire up to 2 (two) persons on the Panel to sign for and on behalf of the Independent Panel, and any communication or document required to be signed by the Independent Panel shall be valid and effective only if signed by any of the designated persons; provided that the Independent Panel may, by notice in writing, change any of the designated persons.
- 17.8** If either Party disputes any advice, instruction, decision, direction or award of the Independent Panel, or, as the case may be, the assertion or failure to assert

jurisdiction, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure

18. DATA PROTECTION, CONFIDENTIALITY AND RECORD KEEPING

- 18.1** All information and knowledge relating to trainees and staffs and their circumstances must be treated as confidential. The Concessionaire must advise all staff on the importance of maintaining confidentiality and implement procedures which ensure that these are only discussed with relevant people and agencies as specified by the Authority.
- 18.2** The Concessionaire shall time to time comply with all legislations, which otherwise would have been applicable had the Mega Skill Training Centre been run directly by the Government agencies.

19. FORCE MAJEURE

- 19.1** As used in this Agreement, the expression “**Force Majeure**” or “**Force Majeure Event**” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 19.2, 19.3 and 19.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “**Affected Party**”) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party
- 19.2** A Non-Political Event shall mean one or more of the following acts or events:
- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
 - (b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Mega Skill Training Centre for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 15 (fifteen) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 19.3;
 - (c) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or

Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(d) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

(e) any event or circumstances of a nature analogous to any of the foregoing

19.3 An Indirect political event shall mean one or more of the following acts or events

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 15 (fifteen) days in an Accounting Year;

(c) Any civil commotion, boycott or political agitation which prevents rendering of service for an aggregate period exceeding 7 (seven) days in an Accounting Year;

(d) Any Indirect Political Event that causes a Non-Political Event; or

(e) Any event or circumstances of a nature analogous to any of the foregoing.

19.4 Political event shall mean one or more of the following acts or events by or on account of any Government Instrumentality

(a) Change in Law, that has Material Adverse Effect on the Concessionaire's rights and obligations under this Agreement;

(b) compulsory acquisition in national interest or expropriation of any assets of Mega Skill Training Centre or rights of the Concessionaire;

(c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Concessionaire to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

(d) any event or circumstance of a nature analogous to any of the foregoing

- 19.5** Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:
- (a) the nature and extent of each Force Majeure Event with evidence in support thereof;
 - (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
 - (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
 - (d) any other information relevant to the Affected Party's claim
- 19.6** The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement
- 19.7** For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 19.5, and such other information as the other Party may reasonably request the Affected Party to provide.
- 19.8** Upon occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof. Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project (the "**Force Majeure Costs**") shall be allocated and paid as follows:
- (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;
 - (b) Upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and
 - (c) Upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Concessionaire.

19.9 For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of construction on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations.

19.10 If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Clause 25, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

20. REPRESENTATIONS & WARRANTIES

20.1 The Concessionaire represents and warrants to the Authority that:

- (a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it along with its Associates has the financial standing and capacity to undertake the obligations in accordance with the terms of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or

any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

- (h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government agency which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- (k) the Selected Bidder is duly organised and validly existing under the laws of the jurisdiction of its incorporation and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- (l) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (m) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith; and
- (n) all information provided by the Selected Bidder in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

20.2 Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and

that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

- (b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Agreement;
- (f) it has complied with Applicable Laws in all material respects; and

20.3 In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

21. INSURANCE

21.1 The Concessionaire shall effect and maintain at its own cost, during the Construction Period¹⁴ and the Operation Period, such insurances for such maximum sums (the “**Insurance Cover**”) as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Construction Period¹⁵.

21.2 The premium for the insurance shall be paid by the Concessionaire.

21.3 Without prejudice to the provisions contained in Clause 21.1, the Concessionaire shall, during the Operation Period, procure and maintain Insurance Cover including but not limited to the following:

- (a) Comprehensive third party liability insurance including injury to or death of personnel of the Authority or others who may enter the Mega Skill Training Centre;

¹⁴Applicable in which new building is constructed or existing building is refurbished

¹⁵Applicable in which new building is constructed or existing building is refurbished

- (b) the Concessionaire's general liability arising out of the Concession;
 - (c) workmen's compensation insurance; and
 - (d) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (d) above.
- 21.4** All insurances obtained by the Concessionaire in accordance with this Clause 21 shall be maintained with the insurance company on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority
- 21.5** If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.
- 21.6** All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Clause 21 shall include a waiver of any and all rights of subrogation or recovery of the insurance company there under against, *inter alia*, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurance companies and underwriters, and of any right of the insurance companies to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance
- 21.7** The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurance companies and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible Clauses in or inadequacy of limits of any such policies of insurance

21.8 Authority and the Concessionaire shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement of Mega Skill Training Centre.

22. DISPUTES

22.1 The agreement shall be governed by and interpreted in accordance with the laws of India for the time being in force. The court located at Bhopal (the place of signing of agreement or as decided by the Authority) shall have jurisdiction to decide any dispute arising in respect of the Agreement

22.2 Both Parties agree to make their best efforts to resolve any dispute between them by mutual consultation.

23. ARBITRATION

23.1 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Authority or the Concessionaire may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act 1996 of India and any subsequent enactments or modifications thereto and as amended from time to time. In that event, the dispute or difference shall be referred for determination by two arbitrators, one to be chosen by each party and in the event of disagreement, by an Umpire to be appointed by such arbitrators before proceeding with the reference in accordance with provisions of Arbitration and Conciliation Act, 1996, as amended from time to time

23.2 Services under this Agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Authority shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

23.3 Reference to arbitration shall be a condition precedent to any other action at law.

23.4 Venue and language of the Arbitration: The venue of arbitration shall be MPSSDEGB Office, Gas Rahat ITI, Govindpura, Bhopal (the place from where the agreement is signed or as decided by the Authority), and the language shall be English (as decided by the Authority).

24. EVENT OF DEFAULT

24.1 Concessionaire Default

24.1.2. Save as otherwise provided in this Agreement, in the event that any of the following event or circumstances specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Concessionaire

shall be deemed to be in default of this Agreement (the “Concessionaire Default”), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The Concessionaire Default shall include:

- (a) The Performance Security has been encashed and appropriated in accordance with Clause 10.4 and the Concessionaire fails to replenish or provide fresh Performance Security within period specified under Clause 10.4;
- (b) subsequent to the replenishment or furnishing of fresh Performance Securities the case may be in accordance with Clause 10.4, the Concessionaire fails to cure, within a Cure Period of 90 (ninety) days, the Concessionaire Default for which whole or part of the Performance Securities the case may be was appropriated;
- (c) the Concessionaire has failed to fulfil any obligation under this Agreement, for which failure Termination has been specified in this Agreement;
- (d) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;
- (e) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (f) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and provided that:
 - (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement;
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Concessionaire as at the Appointed Date; and
- (g) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;
- (h) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority’s rights, obligations or interests and which is false in material particulars;

- (i) the Concessionaire commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority; or
- (j) during an Accounting Year, if the sum of all the Damages accumulated in that Accounting Year is equal to or greater than 100% (one hundred per cent) of the Performance Guarantee or Performance Security as the case may be;

24.2 Termination for Authority Default

24.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the “**Authority Default**”) unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The Authority Default shall include:

- (a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;
- (b) the Authority has failed to make any payment to the Concessionaire within the period specified in this Agreement;
- (c) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement;

25. TERMINATION

25.1 Either party may terminate this Agreement on account of Event of Default by giving not less than 3 months’ (the “**Cure Period**”) notice in writing to the other (the “**Termination Notice**”). The Termination Notice shall include reasons as to why the Agreement is proposed to be terminated.

25.2 In case within the Cure Period, the causes/reasons for which termination is proposed, are cured, then the Termination Notice stands withdrawn upon confirmation by the Party issued the Termination Notice. In case the causes/reasons of termination are not cured within the Cure Period, this Agreement stands terminated upon expiry of Cure Period (“**Termination**”).

25.3 Termination Payment

25.3.1 **Termination upon Authority Default:** Upon termination of this Agreement pursuant to Authority Default, Authority shall return the Performance Security or Performance Guarantee as the case may be to the Concessionaire. Also Authority shall make any payment due to the Concessionaire as on the date of termination.

25.3.2 Termination upon Concessionaire Default: Upon termination of this Agreement pursuant to Concessionaire Default, Authority shall forfeit the Performance Security or Performance Guarantee as the case may be to the Concessionaire. Authority shall make any payment due to the Concessionaire with respect to the achieved output parameters as on the date of termination.

25.3.3 Termination upon Force Majeure: Upon termination of this Agreement pursuant to Force Majeure, Authority shall return the Performance Security or Performance Guarantee as the case may be to the Concessionaire. Authority shall make any payment due to the Concessionaire with respect to the achieved output parameters as on the date of termination.

25.4 Upon termination of this Agreement, all rights of the Concessionaire under the Agreement stand extinguished effective from the date of termination of the Agreement.

26. INDEMNITY

26.1 By this Agreement, the Concessionaire indemnifies the Authority against damages of any kind or for any mishap/ injury/ accident caused to any personnel/property in the Mega Skill Training Centre.

26.2 The Concessionaire agrees that all liabilities, legal or monetary, arising in any eventuality, shall be borne by the Concessionaire.

27. COMPLIANCE WITH EXISTING LAWS

27.1 The Concessionaire agrees to abide by all laws of the land as will be applicable for construction (applicable in case of new construction or refurbishment), operation and maintenance of the Mega Skill Training Centre under this Agreement.

Signed for and on behalf of the Authority

Signed:

Name:

Designation:

Date:

Signed for and on behalf of the Concessionaire:

Signed:

Name:

Designation:

Date:

Witnesses:

1) _____

2) _____

3) _____

SCHEDULE I: SCOPE OF PROJECT

Following are the broad areas of scope of work for TSPs working under MSTC

(e) Equipping

- The Training Partners shall be required to ensure the infrastructure readiness for the skill training program including but not limited to construction, establishment or renovation of the required infrastructure and deployment of required resources including human resources, tools and equipment for the operations of Mega Skill Centre.

(f) Mobilization of Trainees

- Prior to initiation of training, ground-level mobilization must be done by the private partner at their own cost in areas identified in consultation with MPSSDEGB.
- Mobilization should be accompanied by counselling wherein the Training Partner are expected to provide candidates all possible information on the nature of work in the sector/trade, availability of jobs, potential pay and entitlements, growth prospects and risks involved, with the aim of helping candidates and their families make informed choices.
- All the trainees need to be registered under ssdm.mp.gov.in portal before trainee registration.

(g) Mapping Youth Aspiration

- Every Mega Skill Training Centre needs to establish Mobilization & Counselling Centre. Here private partners will undertake research to determine youth aspirations so as to determine youth aspirations so as to determine their attitudes towards migration for placement etc.
- Private partner will develop a pool of trained counsellors, suitable counselling tools and techniques with consultation of MPSSDEGB.
- Private Partner can outsource this Mobilization & Counselling center also, to experts / specialists in the field.

(h) Industry Linkages

- Private Partners need to tie-up (signing MoUs) with reputed employers in India and abroad for placement and same need to be kept in records of MSTC in the form of file/register

(i) Batch management

- A training batch would consist of not less than 20 and not more than 30 trainees.

(f) Training Centre and Infrastructure

- A minimum area required for establishing Mega Skill Training centre would be 25000 Sq. Ft. excluding hostel. A separate hostel with all amenities for boys and girls within or outside campus with all prescribed norms need to be established.

- Training shall be residential as well as non-residential in nature. A minimum of 50% candidates should be trained under the residential mode.
- In the Mega Skill Training Centres, the private partner can run courses only funded by MPSSDEGB. In order to run any other Government Programmes/ CSR funded courses/ fee based courses for a particular period the private partner need to take prior written approval from MPSSDEGB.
- Training centres must be verified and approved by the concerned Sector Skill Council (SSC) /MPSSDEGB prior to initiation of training.
- Each training centre must be equipped with the infrastructure prescribed under the relevant Qualification Pack by the concerned Sector Skill Council for the job roles in which training will be imparted.
- Training centre infrastructure may be owned or hired.
- Biometric attendance is mandatory at each Center.

(g) Training delivery

- Bidders are not allowed to provide training through a franchisee arrangement. No part of training centre or training shall be sublet to any agency/individual in any form.
- The selected partner shall be responsible for all aspects of the training including centre readiness, quality of training delivery, assessment and certification, and outcomes required from the training.

(h) Curriculum

- Curriculum must be based on the National Occupational Standards (NOS) and Qualification Packs (QPs) developed by Sector Skill Councils established under the National Skill Development Corporation (NSDC).
- The training curriculum must have mandatory modules on soft skills including career counselling, computer literacy, financial literacy and entrepreneurship. The concerned QP regarding the same is:

Name of SSC	Name of job role	QP Code
Management Entrepreneurship and Professionals	Generic skills for Employability Variant II	MEP/ N9995

Being a Skill Development program, the focus should be “hands on approach” and acquiring Competency in the Skill training being provided.

(i) Trainers

- Persons deployed as trainers by the private partner must be competent instructors in possession of requisite knowledge, skills and experience in their domain.
- For each trade offered under the Project, instructors must have completed Training of Trainer (TOT) and be SSC-certified trainers.

(j) Assessment and Certification

- An independent assessment of trainees by a third-party agency authorized by the relevant Sector Skill Council or DPMU (District Project Monitoring Unit) is mandatory for all skill trainings provided under the Scheme.
- After assessment, each successful candidate must be awarded a certificate issued by the Certifying Agency approved by the relevant Sector Skill Council to ensure acceptability in the industry.
- Apart from third-party external assessment, continuous internal assessment in the form of quizzes, assignments and tests should be a part of the course curriculum.

(k) Facilitating Trainees in securing Wage or Self Employment

- Along with providing wage employment to the beneficiaries, self-employment shall also be considered under the Project. Achievement of outcomes, in terms of sustainable wage or self-employment being facilitated for trainees, shall be one of the element for assessing the performance of the private partner. The detailed parameters for assessing performance would be as per the SOP of MMKSY and guidelines of Mega Skill Training Center
- Prior to batch initiation or towards closer of each skill training course will be recorded as being geared towards wage employment or self-employment.
- Release of Payment to private partners would be in line with the notified Common Norms as detailed in Schedule II.
- For courses aimed at wage employment, trainees should secure a job within three months of certification and should retain the same/similar job for a subsequent period of three (3) months for the trainee to be considered 'successfully placed'
- For courses aimed at self-employment, trainees should become gainfully employed in livelihood enhancing occupations. This should be evidenced through a newly acquired trade license, or proof of setting up of an enterprise or becoming a member of a producer group, or proof of additional earnings (bank statement) or any other suitable and verifiable document.

(l) On the Job Training (OJT) Provision

- On the Job Training or apprenticeship would be an integral part of skill trainings in Mega Skill Training Centres.
- OJT could be organized in various modes:
 - Production cum training centres
 - OJT arrangement in industry premise with hostel facility

Note:

During OJT, it should be ensured by the TSP that when the candidates are visiting/training in or under Industry premises, the candidates should be covered under Health insurance schemes by either the industry personnel or by the TSP.

(m) Post Placement Tracking and Support

- To ensure sustained benefits from training, the private partner are required to track and report successfully placed candidates for a period of 12 months. The

formats and periodicity of reporting shall be mentioned in the terms of work in the agreement.

- For candidates provided with wage employment in any industry, information like appointment letter, remuneration, etc. must be maintained and submitted to MPSSDEGB as per terms of the Agreement between MPSSDEGB and the private partner. For candidates setting up their own enterprises, the private partner would track the progress of the enterprises for a period of 12 months.
- Contact details of successful trainees should be passed on to MPSSDEGB for sample checking.
- Under the project, all records including but not limited to those pertaining to attendance, class progress, assessment, certification, and training outcomes, must be maintained both manually (hard copies submitted to MPSSDEGB as per terms of Agreement to be signed with private partner) as well as uploaded on **ssdm.mp.gov.in**, the state's skill portal . Likewise, attendance of trainees and trainers must be maintained through biometric records uploaded on **ssdm.mp.gov.in**.

(n) Follow up any additional scheme guidelines and procedures as uploaded on ssdm.mp.gov.in portal from time to time on regular basis for Mukhya Mantri Kaushal Samvardhan Yojana (MMKSY)

SCHEDULE II: EXTRACTS OF COMMON NORMS

- 1.1. In case of sanction of work post-selection, payment to private partner shall be guided by the costs approved at the national level by the Common Norms notified on Dec 2018 by the Ministry of Skill Development and Entrepreneurship, and as amended from time to time, which are as under

Component as per MSDE Common Norms	Cost permissible to training provider
A. Base Cost	
For trades/sectors listed in Category I under common norms	Rs. 46.70 per hour per trainee
For trades/sectors listed in Category II under common norms	Rs. 40.00 per hour per trainee
For trades/sectors listed in Category III under common norms	Rs. 33.40 per hour per trainee
<p>Note:</p> <ol style="list-style-type: none"> The hourly rates are inclusive of all costs to be incurred by training providers including Mobilization of candidates, Curriculum, Placement expenses, Trainers' training, Equipment, Amortization of Infrastructure costs or Utilities, Teaching Aid, Raw material, Salary of trainers, Post-placement tracking/monitoring, etc. This Base Cost shall be applicable for each trainee successfully certified at the end of the training, including re-assessment(s). Payment shall be guided by the costs approved at the national level by the Common Norms notified by the Ministry of Skill Development and Entrepreneurship, as notified from time to time. 	
B. Boarding & Lodging Costs for Residential Trainings	
Bhopal, Indore, Gwalior, Jabalpur (Urban Area)	Rs. 250 per day per trainee
All Urban Areas (cities, towns) with the exception of above	Rs. 200 per day per trainee
All Rural Areas and any Area not notified as amunicipal or town area	Rs. 175 per day per trainee
<p>Note:</p> <ol style="list-style-type: none"> The above categorisation of areas shall be as per prevailing Common Norms. Apart from Residential trainings, suitable allowance may be provided for meals/refreshment of trainees under Non-Residential training. 	
C. Additional Cost for Training Persons with Disability	
Skill training for Persons with Disability	Additional amount equal to 10% of the Base Cost over and above the Base Cost
D. Assessment Cost	
Cost for third-party Assessment of trainee charged by Sector Skill Council	Reimbursement of one-time assessment cost, based on actual.

- 1.2. In accordance with the prevailing Common Norms, funds shall be released to private partner as per the following schedule:

Instalment	Percentage of Total Cost	Output Parameter
First	30%	On commencement of Training Batch
Second	50%	On successful certification of the trainees
Third	20%	Outcomes based on placements

- 1.3. Guided by the Common Norms, the outcomes expected from skill training under any programme of MPSSDEGB are as given below:

- a) Employment (both wage and self) on an annual basis of at least 70% of certified trainees within three months of completion of training, with at least 50% of the trainees passing out being placed in wage employment;

Provided that MPSSDEGB may alter the percentage target of wage and self-employment within a batch based on specifics of the trade;

- b) In case of wage employment, candidates shall be placed in jobs within three months of certification and the jobs that provide wages at least equal to minimum semi-skilled labor wages prescribed in the state of Madhya Pradesh and such candidates should continue to be in jobs for a minimum period of three months from the date of placement in the same or a higher level with the same or any other employer.
- c) In case of self-employment, candidates should have been employed gainfully in livelihood enhancement occupations which are evidenced in terms of newly acquired trade license, or setting up of an enterprise or becoming a member of a producer group, or proof of additional earnings (bank statement) or any other suitable and verifiable document

- 1.4. The outcome-linked third instalment as given in Clause 1.2 would be released to the Selected Bidder subject to the following:

- a) Selected Bidder shall be eligible for 100% payment on for outcome achievement as specified in Clause 1.3
- b) Selected Bidder will be paid on pro-rata basis on outcome achievement in terms of wage/self-employment being facilitated for 50-69% of those who have been certified, in keeping with Clauses above.

Note: The common norms notifications issued by MSDE will be followed for all placement related outcomes

SCHEDULE III

PERFORMANCE SECURITY

(To be shared in the form of Demand Draft in favor of CEO,MPSSDEGB on the day of signing of concession agreement)

SCHEDULE – IV
TERMS OF REFERENCE FOR INDEPENDENT PANEL

1. Role and functions of the Independent Panel

The Independent Panel shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

1.1. Construction Period

Upon the receipt of the notification of the Concessionaire, the Independent Panel shall perform the following functions:

- a) Review the DPR submitted by Concessionaire
- b) Monitor and review the progress of the construction works including periodic progress reports and assess the delays and formulation of revised timelines if required;
- c) Assess the safety of construction works and provide appropriate recommendation to the Authority
- d) Issue of Completion Certificate in accordance with the provisions under Clause 11.1.4 of this Agreement.
- e) The Independent Panel will have responsibility for advising on any situation that might arise that could impact successful completion of the Project.

1.2. Operation Period

- a) Review the quarterly reports of the Concessionaire for its compliance with the Operation & Maintenance Manual
- b) Inspect the Project Facilities at least once a year and prepare the O&M Inspection Report stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Operation & Maintenance Manual, and send a copy thereof to the Authority and the Concessionaire within 7 (seven) days of such inspection

1.3. Assistance in Dispute resolution

- a) When called upon by either Party in the event of any Dispute, the Independent Panel shall mediate and assist the Parties in arriving at an amicable settlement.
- b) In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Panel shall specify such meaning, scope and nature by issuing a reasoned written statement relying on Good Industry Practice and authentic literature.

SCHEDULE – V

(Process Manual or Guidelines for Mega Skill Training Center to be shared soon)

SCHEDULE – VI

(Bank Account Details format)

The concessionaire and consortium members (if applicable) agree that payments related to Mega Skill Training Center will be made in the bank account as mentioned below

S.No	Particulars	Details
1	Organisation Name	
2	Bank Name	
3	Bank Account Name	
4	Bank Account Number	
5	Bank Branch Name	
6	IFSC Code	

Annexure 15: Format –Pre-Bid Queries

Name of the Prospective Bidder / Agency:Contact Person: Designation: Address: Telephone No.: Email:				
S. No	Reference PageNo. in the RFP	Clause No.	Observation /Clarification sought	Suggestion by theProspective Bidder / Agency
1				
2				
3				
4				
5				
6				
7				
8				
9				
Note: Pre-Bid queries from Prospective Bidders will be accepted in this format only				

Annexure 16: Format for Placement Confirmation Letter

Dated:

S.No.	Financial Year	Number of Placed candidates in NSQF aligned job roles of duration more than 120 hours
1.	2015-16	
2.	2016-17	
3.	2017-18	
4.	2018-19	
Total		

This is to certify that < bidder organisation name> has successfully placed <no. of candidates> during the any three financial years (among FY 2015-16, 2016-17,2017-18 and 2018-19) in NSQF aligned qualification packs of duration more than 120 hours

Regards

Signature and Seal of Chartered Accountant

Name of Chartered Accountant:

Membership Number:

UDIN No:

Mobile No:

Email Id:

Office Address for communication:

Note:

- 1. Original Certificate by a Chartered Accountant** stating the number certified trainees who has been placed in NSQF aligned job roles
- 2. NSQF compliant Skill development training implies at least 120 hours of domain-specific skill training.**
- 3. CA certificate should be accompanied with certificate from sponsoring agency certifying year-wise total number of trainees placed by the bidder in NSQF - aligned courses of duration more than 120 hours. Please refer to Annexure 7.1 for details*

Annexure 17:Format for Operational Centre Confirmation (Original certificate to be attached)

Dated:

S.No.	Name of the scheme/ program under which training centre of minimum built-up area of 15000 Sq Ft has been operational	Start Date (date on which centre became operational)	End Date (date on which centre became non-operational). In case center is operational till date, please mention the current date	Addresses of the training Centre
1 .				
2 .				
3 .				

This is to certify that < bidder organisation name> has operated <no. of centres>of minimum 15000 sq.ft. (built-up area) during any of the last four financial years (FY 2015-16 /2016-17 / 2017-18/ 2018-19) in NSQF aligned qualification packs of at-least 200 hours under central or state government sponsored skill development scheme/training program

Regards

(Signature and Stamp of the organisation)
 Name and Designation of the official:
 Name of government body:
 Address of the government Body:

Note: Please note that operational centre certificate should be given by Government bodies

Annexure 18: Format for Board Resolution for Lead Bidder (in case of consortium) or individual bidder

AT THE REGISTERED OFFICE: <registered office address>

RESOLVED THAT Mr. <Representative Name e.g. ABC><Designation of the representative> of the company/ Trust /Partnership Firm /NGO/Society be and is hereby Authorized to sign, execute, move and file , sign papers, documents and take all the necessary action required for applying in RFP for the “Selection of Private Partner to Establish, Operate & Maintain Mega Skill Training Centres in Madhya Pradesh on PPP mode” for and on behalf of the company/ Trust /Partnership Firm /NGO/Society.

RESOLVED FURTHER THAT he is also authorized to further authorize anybody by way of power of attorney.

RESOLVED FURTHER THAT a copy of the resolution duly certified by a Director of The Company/ Trust (Members)/Partnership Firm (Partners) /NGO(Members)/ Society(Members) be forwarded to the concerned authorities.

Signatures of Mr./Ms. <Company Representative Name say ABC) :-

Signatures all the members of Director of

The Company/ Trust (Members)/Partnership Firm (Partners) /NGO(Members)/ Society(Members)

Annexure 19: Format for Board Resolution for Second Bidder (in case of consortium)

AT THE REGISTERED OFFICE: <registered office address>

RESOLVED THAT Mr. <Representative Name e.g. ABC><Designation of the representative> of the company/ Trust /Partnership Firm /NGO/Society be and is hereby Authorized to sign, execute, move and file , sign papers, documents and take all the necessary action required for applying in RFP for the “Selection of Private Partner to Establish, Operate & Maintain Mega Skill Training Centres in Madhya Pradesh on PPP mode” for and on behalf of the company/ Trust /Partnership Firm /NGO/Society.

RESOLVED FURTHER THAT he is also authorized to further authorize anybody by way of power of attorney.

RESOLVED FURTHER THAT a copy of the resolution duly certified by a Director of The Company/ Trust (Members)/Partnership Firm (Partners) /NGO(Members)/ Society(Members) be forwarded to the concerned authorities.

Signatures of Mr./Ms. <Company Representative Name say ABC) :-

Signatures all the members of Director of

The Company/ Trust (Members)/Partnership Firm (Partners) /NGO(Members)/ Society(Members)

Annexure 20: Certificate of Incorporation (Lead Bidder) or individual bidder

Annexure 21: Certificate of Incorporation (Second Bidder) (applicable in case of consortium)

Annexure 22: Memorandum of Association/MoU/Society bye laws or other related documents as applicable (Lead Bidder)

Annexure 23: Memorandum of Association/MoU/Society bye laws or other related documents as applicable (Second Bidder)

**Annexure 24: PAN and GST related documents (Lead Bidder) or
individual bidder**

**Annexure 25: PAN and GST related documents (Second Bidder)
(applicable in case of consortium)**

Annexure 26: NSDC Affiliation certificate
(only currently valid affiliation certificate will be considered)

Annexure 27: SSC Affiliation certificate
(only currently valid affiliation certificate will be considered)