Request for Proposal (RFP) for “Appointment Of Independent Monitoring Agency in National Skill Development Fund (NSDF) to monitor the activities undertaken by National Skill Development Corporation” For Ministry of Skill Development & Entrepreneurship

Ministry of Skill Development & Entrepreneurship
2nd Floor, Shivaji Stadium Annexe,
Shaheed Bhagat Singh Marg
New Delhi – 110001
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The information contained in this RFP Document or subsequently provided to Bidder(s) or Applicants whether verbally or in documentary form by or on behalf of Under Secretary (Shri. Lendup Sherpa), MSDE or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is provided. This RFP Document is not an agreement and is not an offer or invitation by the MSDE to any party other than the Applicants who are qualified to submit the Bids (“Bidders”). The principle (purpose) of this RFP Document is to provide the Bidder(s) with information to support the formulation of their Proposals. This RFP Document does not purport (claim) to contain all the information each Bidder may entail (require). This RFP Document may not be apposite (appropriate) for all persons, and it is not possible for the MSDE or its employees to consider the investment objectives, financial situation, and particular needs of each Bidder who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources. MSDE or its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the precision (accuracy), reliability or completeness of the RFP Document. The MSDE may in their absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP Document.
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# ABBREVIATIONS/ ACRONYMS

The following abbreviations and acronyms have been used in this document.

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<thead>
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<th>ABBREVIATION/ ACRONYM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>MSDE</td>
<td>Ministry of Skill Development &amp; Entrepreneurship</td>
</tr>
<tr>
<td>NSDF</td>
<td>National Skill Development Fund</td>
</tr>
<tr>
<td>GoI</td>
<td>Government of India</td>
</tr>
<tr>
<td>NSDC</td>
<td>National Skill Development Corporation</td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>QCBS</td>
<td>Quality and Cost Based System</td>
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<tr>
<td>TEC</td>
<td>Technical Evaluation Committee</td>
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</tbody>
</table>
SECTION 1: INVITATION FOR BIDS

1.1 Invitation for bids
This invitation for bids is for appointment Of Independent Monitoring Agency by National Skill Development Fund (NSDF) to monitor the activities undertaken by National Skill Development Corporation.

Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding document in every respect will be at the Bidder’s risk and may result in rejection of the bid.

1.2 Cost of Bidding
The Bidder shall bear all costs associated with the preparation and submission of its bid and MSDE, hereinafter referred to as “the Client”, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Clarification of Bidding Documents
A prospective bidder requiring any clarification on the bidding documents may notify the MSDE in writing or by e-mail. The following personnel may be contacted for these purposes.

Name of the person: Shri. Lendup Sherpa
Designation: Under Secretary
Contact details: lendup.sherpa@nic.in

1.4 Amendment of Bidding Documents
At any time before the deadline for submission of bids, MSDE may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by amendment.

All such amendments shall be uploaded on the e-procurement portal of Govt. of India (www.eprocure.gov.in) as well as website of MSDE (www.msde.gov.in) and shall be binding on the bidders.

If required in order to allow prospective Bidders reasonable time to take the amendment into account in preparing their bids, MSDE reserves the right to extend the deadline for the submission of bids.
SECTION 2: TENDER DETAILS

Project Background

2.1 About Ministry of Skill Development & Entrepreneurship
The Ministry of Skill Development & Entrepreneurship (MSDE) is the apex governmental body responsible for enhancing employability of the youth through skill development. The skill ecosystem in India, is seeing some great reforms and policy interventions which is reinvigorating and re-energising the country’s workforce today. It is preparing the youth for job and growth opportunities in the international market. The core objective of the Ministry is to empower the individual, by enabling her/him to realize their full potential through a process of lifelong learning where competencies are accumulated via instruments such as credible certifications, credit accumulation and transfer, etc. Following are the main aims & objectives of the Ministry;

i. To make quality vocational training aspirational for both youth and employers whereby youth sees it as a matter of choice and employer acknowledges the productivity linked to skilled workforce by paying the requisite premium.

ii. To ensure both vertical and horizontal pathways to skilled workforce for further growth by providing seamless integration of skill training with formal education.

iii. Focus on an outcome-based approach towards quality skilling that on one hand results in increased employability and better livelihoods for individuals, and on the other hand translates into improved productivity across primary, secondary and tertiary sectors.

iv. To increase the capacity and quality of training infrastructure and trainers to ensure equitable and easy access to every citizen.

v. To address human resource needs by aligning supply of skilled workers with sectoral requirements of industry and the country’s strategic priorities including flagship programmes like Make in India.

vi. To establish an IT based information system for aggregating demand and supply of skilled workforce which can help in matching and connecting supply with demand.

vii. To promote national standards in the skilling space through active involvement of employers in setting occupational standards, helping develop curriculum, providing apprenticeship opportunities, participating in assessments, and providing gainful employment to skilled workforce with adequate compensation.

2.2 National Skill Development Fund (‘NSDF’)
The National Skill development Fund (NSDF) has been set up as a Trust fully owned by the Government, under the Indian Trusts Act, 1882, to act as a receptacle for financial contributions by Government/Government entities and multilateral/bilateral and other private sector donors who would prefer to provide funds through the Government. It was
set up in 2009 by the Government of India for skill development in the country. The Fund is contributed by various Government sources, and other donors/contributors to enhance, stimulate and develop the skills of Indian youth by various sector specific programs. A public Trust set up by the Government of India is the custodian of the Fund. The Trust accepts donation, contribution in cash or kind from the Contributors for furtherance of objectives of the Fund. The Fund is operated and managed by the Board of Trustees. The Chief Executive Officer of the Trust is responsible for day-to-day administration and management of the Trust. The Fund meets its objectives through National Skill Development Corporation (NSDC) which is an industry led ‘Not For Profit Company’ set up for building skill development capacity and forging strong linkages with the market. NSDC acts as a catalyst in skill development by providing funding to enterprises, companies and organizations that provide skill training. It also develops appropriate models to enhance, support and coordinate private sector initiatives.

2.3 National Skill Development Corporation (‘NSDC’)
The National Skill Development Corporation, (NSDC) is a one of its kind, Public Private Partnership in India, under the Ministry of Skill Development & Entrepreneurship. It aims to promote skill development by catalyzing creation of large, quality, for-profit vocational institutions. NSDC 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. NSDC acts as a catalyst in skill development by providing funding to enterprises, companies and organizations that provide skill training. Key government schemes like PMKVY, PMKK, NULM and Udaan to promote skill development are also implemented by NSDC.

SECTION 3: PROPOSAL DETAILS

3.1 Independent Review and Monitoring Agency (‘MA’)
NSDF invites bids for setting up of Project Management Units (‘PMU’) to act as external monitoring agency to carry out independent review and monitoring of activities undertaken by NSDC. The MA will submit the quarterly report to the NSDF comprising review of activities undertaken by NSDC.
The MA will work in coordination with the CEO, NSDF. The agencies responding to this bid will be evaluated against suitable criteria, but not limited to:
a. Qualification of personnel
b. Proven skills in the fields of credit appraisal/restructuring of accounts/NPA resolution
c. Prior experience of working on relevant projects
d. Prior experience in project monitoring
3.2 Scope of Work

3.2.1 Development of Monitoring Framework

The Consultant would assist in the development of a suitable monitoring framework, in respect of the activities of NSDC and its assisted projects, with a view to ensure that the activities are aligned with the objectives of NSDF /T and are consistent with the provisions of Investment management Agreement (IMA) between NSDF /T and NSDC. For this purpose, the Consultant will undertake the following activities:-

a) Study of the existing policies of NSDC pertaining to:-
   i. Selection of eligible projects under the scheme
   ii. Sanction of funding assistance/ investment and disbursement of funds thereof
   iii. Current organizational delegation structure in respect of sanction and disbursement
   iv. Existing mechanism for monitoring end use of funding assistance/investments made by NSDC
   v. Key indicators identified for assessment of operating performance of the projects in terms of coverage and success rate etc.

b) Mapping the flow of funds from NSDC vis-a-vis the budget/work plan estimates prepared in respect of assisted projects

c) Review of risk management and mitigation mechanism adopted by NSDC to safeguard the interest of the Fund/Trust in respect of the assistance to eligible units and achievement of the objectives set under the Trust Agreement/IMA.

d) Review of the existing financial reporting framework followed by NSDC with respect to income recognition and asset classification and adherence to best practices, such as prudential guidelines of RBI for NBFCs/ similar bodies. For this purpose, inspection of books of accounts, records and registers and statutory registers of NSDC may be carried out on sample basis.

e) Monitor end-use of funds loaned/ investments out by NSDC to various skill training and development programs through on-site and off-site inspections of records on a random sample basis.

f) Inspect book of Accounts, Records and registers of the NSDC to the extent necessary for discharging its obligation.

g) To take appropriate measure for protecting the interest of the Government(Ministry of Skill Development and Entrepreneurship), as the funding source for NSDC, and inform the Board of Trustees as soon as any breach of the trust deed or law comes to its notice.
3.2.2 Submission of Monitoring Framework Report
Based on the above, the Consultant shall submit a Monitoring Framework Report, within 45 days from the award of contract by MSDE, incorporating its suggestions and recommendations on the various aspects to be covered for the purpose of monitoring the activities undertaken by NSDC.

3.2.3 Submission of Periodic Monitoring Report
The Consultant would, thereafter, submit quarterly/semi-annual monitoring reports to the Employer, covering inter-alia the following aspects:-

a) Flow of funds from NSDC and corresponding utilization of the same by eligible projects.
b) Overall performance of projects on the basis of Key Performance Indicators/Matrix as envisaged.
c) Adherence with the set objectives of the Fund/Trust in respect of the assistance extended during the reporting period and deviations, if any. For this purpose, the Consultant may rely on information obtained from the assisted units and/or onsite/off-site inspection of records on a random sample basis.
d) Review of periodic progress reports obtained from NSDC.
e) Recommending suggestions to improve the funding processes of NSDC as per the best practices followed by the financial services industry.
f) Monitoring time bound implementation of suggestions made by MA.
g) Review of NPA cases on sample basis (maximum of 2 per quarter) as per suggestions made by NSDF.

3.3 Availability of RFP Document
The document can be downloaded from the following website www.eprocure.gov.in.

3.4 Validity of Applications
The Application shall be valid for a period of not less than 120 (one hundred and twenty) days from the Application Due Date hereinafter called "Application Validity Period". MSDE reserves the right to reject any Application, which does not meet this requirement.

3.5 Scope and Description of Shortlisting Process
a) The MA will be selected on the basis of Quality and Cost Based System (QCBS)
b) MSDE proposes to adopt a two stage process to evaluate Applications received based on criteria set out in this RFP Document.
c) The Applicants qualifying the first stage of technical evaluation will only be considered for the evaluation under the second stage.
3.6 Tenure of the MA

The services of MA are envisaged for a period of one year. The contract may be extended after evaluating the performance of MA by MSDE.

SECTION 4: INSTRUCTIONS TO BIDDERS

4.1 Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and MSDE shall be written in English language only.

4.2 Documents constituting the bid

The Proposal submitted by the Bidder shall comprise the following documents:

- Technical bid (including eligibility criteria) in the formats specified in Annexure 1of this RFP.
- Financial bid in the formats specified in Annexure 2 of this RFP.
- Any other information that is to be submitted during the course of Proposal process.

4.3 Eligibility Criteria

The proposals will be evaluated based on the technical and financial details submitted by the bidder. First the technical bid shall be evaluated as per the criteria specified below:

<table>
<thead>
<tr>
<th>Eligibility criteria</th>
<th>Proof required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The bidder must be a company registered as debenture trustee in India and regulated by SEBI</td>
<td>Certificate of incorporation and Service Tax Registration Certificate</td>
</tr>
<tr>
<td>2. The bidder must not be blacklisted by any Central/State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices</td>
<td>A self certified letter by the designated official of the responding Company/firm</td>
</tr>
<tr>
<td>3. The applicant should have a Net Worth (Paid up Share Capital plus Free Reserves less Accumulated losses / Fictitious assets) of atleast rupees 30 crores for each of the financial years 2014-2015, 2015-16 &amp; 2016-17</td>
<td>Audited financial statements (reflecting overall net worth) for the last three financial years</td>
</tr>
<tr>
<td>4. The responding Company should have made net profit for atleast last two financial years as revealed by audited balance sheet for year</td>
<td>Copy of the audited profit and loss account/balance sheet and annual report or the last two financial years. In the absence of audited statement for the last year, provisional statement may</td>
</tr>
</tbody>
</table>
be considered. Business generated from non associate companies should clearly indicated in the submitted documents.

5. **Bidder should have experience of fund administration/trusteeship involving administration of funds upto Rs.5000 crores with minimum number of funds administered being 50**
   - Copy of contract and client letter

6. **Bidder should have prior experience of Handling assignments/projects of large National Level(Government and others) Funder in the area of Prudential Oversight and Monitoring**
   - Copy of contract.

7. **The bidder must have on its rolls consulting staff of at least 30 technically qualified personnel in the area of consulting services for Program/Project Management, Financial Management qualified in legal/financial discipline.**
   - Certificate from Head(HR) or Company Secretary for number of technically qualified professionals employed by the company and appropriate supporting under taking.

8. **Bidder should have an office in Delhi or NCR for close co-ordination with NSDF/T**
   - Self declaration together with the address

9. **There should not be any conflict of interest due to any existing or forthcoming association with NSDC**
   - Self declaration

**4.4 Scoring Methodology**

All the Applicants meeting the technical criteria will be evaluated and given a score based on following weightage

<table>
<thead>
<tr>
<th>Particular</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical criteria</td>
<td>70%</td>
</tr>
<tr>
<td>Financial quote</td>
<td>30%</td>
</tr>
</tbody>
</table>

**b) Financial Quote**

The Applicants are required to quote the fees to be charged for the services provided as MA on expected monthly retainer fee

Financial quote would be given a score on the basis of quoted fees. Maximum marks for the financial quote is 30.

**Evaluation Criterion - Technical**

<table>
<thead>
<tr>
<th></th>
<th>Max.Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>25</td>
</tr>
</tbody>
</table>

**Particular**

- Technical criteria
- Financial quote
2. Bidder should have experience of fund administration/trusteeship involving administration of funds of Rs. 5000 crore and above with minimum number of funds being administered being 50  

3. Bidder should have prior experience of Handling assignments/projects of large National Level(Government and others) Funds in the area of Prudential Oversight and monitoring

4. The responding company must have on its rolls consulting staff of at least 50 technically qualified personnel, in India, in the area of legal finance and trusteeship activities. Further at least 25 staff members should be qualified in legal/financial discipline

5. Bidder should have an office in Delhi or NCR for close co-ordination with NSDF/T

<table>
<thead>
<tr>
<th>c) Calculation of total score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A consolidated score of technical criteria and financial quote would be calculated for the purpose of short-listing/ranking of eligible Applicants.</td>
</tr>
<tr>
<td>$B_b = (0.7) \times T_b + (0.3) \times \left(\frac{C_{min}}{C_b}\right) \times 100$</td>
</tr>
<tr>
<td>Where,</td>
</tr>
<tr>
<td>$B_b$ = overall combined score of bidder under consideration</td>
</tr>
<tr>
<td>$T_b$ = Technical score of the bidder under consideration</td>
</tr>
<tr>
<td>$C_b$ = Financial bid value of the bidder under consideration</td>
</tr>
<tr>
<td>$C_{min}$ = Lowest financial bid value among the financial proposals under consideration</td>
</tr>
</tbody>
</table>

4.5 Conflict of Interest
a) Applicant must not be associated in any form or manner with NSDC or its affiliates during the last 5 years. For the purpose of clarity, it is to be noted that the Applicant should not have worked on any mandates awarded by NSDC or its affiliates during the last 5 years.

b) Applicant or its parent company/JV/Subsidiaries/Associates/Sister-concerns should not have availed any kind of funding or non-funding assistance from NSDC during past 5 years.
SECTION 5. Deadline for Submission of Bids

5.1 Last date for Submission
The Bids (Technical and Financial) must be submitted on line not later than 2.00 PM, 25th October, 2017. In the event of the specified date for the submission of Bids being declared a holiday for MSDE, the Bids will be received up to the appointed time on the next working day.

5.2 Extension for Last date for Submission
MSDE may, at own discretion, extend this deadline for submission of bids by amending the bid document in which case all rights and obligations of MSDE and Bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

SECTION 6. Bid Opening and Evaluation of Bids

6.1 Opening of Technical Bids
MSDE will open all Technical Bids in the presence of Bidders’ representatives who choose to attend the Technical Bid opening at 3:00 PM on 26th October, 2017 in the Office of Under Secretary, MSDE. The Bidder’s representatives who are present shall sign a register evidencing their attendance.

Technical Bids will be opened and evaluated in detail. However any bid failing to meet any one of the eligibility criteria as mentioned in ITB Clauses 4.3 shall be summarily rejected and will not be considered for further evaluation. During the course of evaluation of the Technical Bids the bidders may be requested to make a presentation to the TEC (Technical Evaluation Committee) based on their Technical proposal submitted for the project. The date and time for the presentation shall be intimated to the bidders well in advance through email or fax.

6.2 Announcement of Bids
In the event of the specified date of Bid opening being declared a holiday for MSDE, the Bids shall be opened at the appointed time and location on the next working day.

SECTION 7. Opening of Financial Bids

7.1 Opening of Bids
Financial Bids will be opened and compared after the technical evaluation has been completed for those Bidders whose technical bids reach the minimum score /standard as specified in this RFP.

### 7.2 Announcement of Bids

The Financial Bids will be opened in the presence of Bidders’ representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder’s representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices, Discount, etc. will be announced at the meeting. In the event of the specified date of Bid opening being declared a holiday for MSDE, the Bids shall be opened at the appointed time and location on the next working day.

### SECTION 8 Clarification of Bids

During evaluation of bids, MSDE may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, MSDE reserves the right to make his own reasonable assumptions at the total risk and cost of the Bidder.

### SECTION 9 Preliminary Examination

#### 9.1 Completeness of Bids

MSDE will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether required security & tender fee has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

#### 9.2 Rectification of Errors

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
9.3 Rejection of Bid

If a bid is not responsive and not fulfilling all the conditions it will be rejected by MSDE and shall not subsequently be accepted even if it is made responsive by the Bidder by correction of the non-conformity.

SECTION 10 Evaluation and Comparison of Bids

For evaluating the bids, Combined Quality Cum Cost Based System (CQCCBS) method will be followed as per given details;

10.1 Stages of Evaluation

The evaluation of the proposals will be carried out in two stages:

i. Technical Bid Evaluation: In the first stage only the technical bids would be evaluated:
   ii. Financial Proposal Evaluation:

   The Financial bids of those bidders who qualify the technical evaluation will only be opened. The bidders whose bids do not qualify on technical evaluation criteria may collect their un-opened financial bids from MSDE on prior intimation within 15 days

SECTION 11 Notification of Award

11.1 Notification to Bidder

Before the expiry of the period of validity of the proposal, MSDE shall notify the successful Bidder in writing by registered letter or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and will enter into agreement within specified time.

11.2 Signing of Agreement

The Agreement shall be signed on all the pages by the person(s) duly authorized to bind the bidder to the contract. Ministry of Skill Development & Entrepreneurship (MSDE) may negotiate certain terms with successful Bidder before signing of the agreement. After the signing of the agreement the bidder will initiate the execution of the work as specified in the agreement.
11.3 Discharge of Bid Security

Upon the successful signing of the agreement, Ministry of Skill Development & Entrepreneurship (MSDE) shall promptly request the Bidder to provide performance bank guarantee.

11.4 Expenses for the Contract

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

11.5 Failure to abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of MSDE to impose penalties as specified in the Bidding document and the agreement.

SECTION 12   Performance Bank Guarantee

12.1 Furnishing of Performance Bank Guarantee

- The successful bidder shall at his own expense deposit with organization, within thirty (30) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank acceptable to Ministry of Skill Development & Entrepreneurship (MSDE), payable on demand, for the due performance and fulfilment of the contract by the bidder.

- The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.

- This Performance Bank Guarantee will be for an amount equivalent to 10% of tentative contract value (which would be determined at the time of signing of the contract), which is payable to the bidder, through this contract. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.

- The performance bank guarantee shall be valid till the end of three months after the completion of the contract period(i.e. two years plus three months from date of
signing of the contract). This additional three months is required for facilitating closure of the project.

- The Performance Bank Guarantee may be discharged/ returned by the organization upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

- In the event of the bidder being unable to service the contract for whatever reason, the organization would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the organization under the Contract in the matter, the proceeds of the PBG shall be payable to the organization as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract. The Client shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

- The Client shall also be entitled to make recoveries from the Bidder’s bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

12.2 Annulment of Award

Failure of the successful Bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event MSDE may make the award to the Bidder who has obtained the next rank under the CQCCBS criteria.

SECTION 13. Termination & Suspension of Contract

Termination or Suspension with Default of QUALIFIED BIDDER

13.1 MSDE may notify the qualified Bidder of the suspension or termination of this Contract where the services or any part of them are not provided to the satisfaction of MSDE, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the qualified Bidder to remedy that dissatisfaction and the time within which it must be completed.

13.2 Where this Contract is suspended under Clause 22.1 and the qualified Bidder subsequently fails to remedy the dissatisfaction as per the timeframe as defined by MSDE, the MSDE may terminate this contract forthwith.
13.3 MSDE may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this contract forthwith where:
a) the qualified Bidder or any member of the qualified Bidder, either directly or through their servants or agents, breaches any of their obligations under this contract; or
b) the qualified Bidder or any member of the qualified Bidder has committed an offence under the Prevention of Corruption Act 1988 or the National Security Act 1980; or
c) the maximum penalty at any point of time on a cumulative basis and for any period exceeds 10% of the contract value.

d) the qualified Bidder at any time:
i. becomes bankrupt; or
ii. an order is made or a resolution is passed for the winding up of the qualified Bidder; or
iii. there is a change in control. However, the contract will continue if MSDE states that it has ‘no objection’ to the continuation of the contract after the change in control.

13.4 Where this contract is terminated in accordance with this Clause, the qualified Bidder shall without prejudice to the MSDE’s other remedies, take any steps necessary to terminate the provision of the services in a timely and orderly manner but shall not be entitled to any further payment in relation to this contract and their performance security would also be evoked by MSDE.

SECTION 14  Suspension or Termination without Default of the qualified BIDDER

14.1 MSDE may, at its sole discretion, suspend or terminate this contract at any time by so notifying the qualified Bidder and giving the reason(s) for such suspension or termination.

14.2 Where this contract has been suspended or terminated pursuant to Clause 23.1, the qualified Bidder shall:
a) take such steps as are necessary to terminate the provision of the services, in a cost-effective, timely and orderly manner; and
b) provide to MSDE, not more than 60 days after MSDE notifies the qualified Bidder of the suspension or termination of this contract, an account in writing, stating any costs due before the date of suspension or termination.
c) Subject to MSDE’s approval, MSDE shall pay such amount to the qualified Bidder within a reasonable period from receipt of invoice from the qualified Bidder, in respect to the amount due.
SECTION 15  Withdrawal by the qualified Bidder

15.1 Withdrawal of qualified Bidder from the contract at any point of time during contract period shall constitute sufficient grounds for the termination of contract. If MSDE gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the erstwhile qualified Bidder.

SECTION 16  No Claim

16.1 The qualified Bidder shall not be entitled to make any claim, whatsoever (except for the ones clearly laid down in the contract), against MSDE under or by virtue of or arising out of this Contract nor shall MSDE entertain or consider any such claim.

SECTION 17  Intellectual Property Rights (IPR)

MSDE shall retain all rights, title and interest in and to any and all data, entered or generated by the agency for MSDE pursuant to this agreement, and any modifications thereto or works derived there from.

SECTION 18  Payment Terms

18.1. Schedule of Payments

The payment will be made to the qualified Bidder who has executed the contract with MSDE on quarterly basis (i.e. from date of signing of contract) and would be as per the rates specified in their financial proposal in the format provided in Annexure 2 of the RFP.

Note:
- The invoices towards the services rendered by the agency shall be submitted to MSDE.
- MSDE shall release the payments after checking the invoices as per agreement subject to satisfactory performance of the agency and adherence to the other conditions of the RFP.
- All taxes, duties etc. shall be payable by the agency.
- Mandatory taxes/duties etc. as applicable shall be deducted by MSDE.
Miscellaneous

SECTION 19 Standards
The services to be rendered under this contract (signed between MSDE and Selected Bidder on stamp paper) shall conform to the standards mentioned in this document, and in case no applicable standards are mentioned, to the latest authoritative standards as laid down by the competent institution governing that standard.

SECTION 20 Standard of Performance
The Selected Bidder shall render out the service and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms, techniques and practices used in the industry.

SECTION 21 Confidentiality
The Selected Bidder and its personnel shall not, either during the term or after expiry of this contract, disclose any proprietary or confidential information relating to the services, contract or MSDE’s business or operations without the prior written consent of MSDE.

SECTION 22 Force Majeure
- Notwithstanding the conditions of the Bid, the Bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of MSDE either in its sovereign or contractual capacity, wars or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions and freight embargoes.

- If a Force Majeure situation arises, the qualified Bidder shall promptly notify the MSDE in writing of such conditions and the cause thereof. Unless otherwise directed by MSDE in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. MSDE may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure the Bidder being unable to perform a material portion of the services for a period of more than 60 days.
SECTION 23 Arbitration and Jurisdiction

In the event of any dispute relating to the import or meaning of any terms and conditions which could not be solved amicably by the parties, the parties may refer the matter to the Arbitrator to be appointed by the MSDE on the request of either of the parties for arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996(Act 26 of 1996), on the designated reference in dispute. All legal proceedings shall lie to the jurisdiction of courts situated in New Delhi.

SECTION 24 Period of contract

MSDE intends to appoint a Selected Bidder / agency for the time period as mentioned in Section 3 Clause 6.

SECTION 25 Conflict of Interest

- Neither the qualified Bidder nor any of its personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this contract. The qualified Bidder and its personnel shall notify MSDE immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.
- Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be.

SECTION 26 Indemnity

- The agency shall execute and furnish to the MSDE, a Deed of Indemnity in favour of the MSDE in a form and manner acceptable to the MSDE indemnifying the MSDE from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of any negligence or wrongful act or omission by the agency.
- The indemnity shall be to the extent of 100% in favour of the MSDE.

SECTION 27 Exit Management Schedule

Exit Management schedule shall be a part of the Agreement to be signed in between MSDE and Selected Bidder.
Annexure 1: Contents and Format of Technical Bid

In preparing the Technical Proposal, Bidders are expected to examine this Bid document in detail. The proposal should cover all the aspects of the scope of work. Any bid not found responsive with this Bid document shall be rejected. Material deficiencies in providing the information requested may also result in rejection of the Proposal.

PART 1: FORMAT FOR COVER LETTER

[On the letterhead of the organization]

To
Shri Lendup Sherpa
Under Secretary
MSDE, New Delhi

Subject: Technical Bid for “Appointment Of Independent Monitoring Agency in National Skill Development Fund (NSDF) to monitor the activities undertaken by National Skill Development Corporation” For Ministry of Skill Development & Entrepreneurship

Dear Sir,

1. Having examined the Bid document, Annexures and addenda numbers ______ thereto, we, the undersigned, in conformity with the said bid document, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

2. We acknowledge having received the following addenda to the bid document:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3. We have read the provisions of the RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

4. We undertake, if our proposal is accepted, to provide the services comprised in the contract within time frame specified, starting from the date of receipt of notification of award from MSDE.

5. We agree to abide by this proposal for the period of 180 days from the date of submission of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. We agree to execute an agreement in the form to be communicated by MSDE, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this proposal.

7. Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

8. We hereby confirm that we do not have any conflict of interest in accordance with Section 3 Clauses 4.7 of the RFP document.

9. As security for the due performance of the undertaking and obligation of the bid we submit herewith a Demand Draft / Banker’s Cheque bearing no. ____________ dated __________ drawn in favour of “Pay and Accounts Officer, Ministry Skill Development & Entrepreneurship, New Delhi” for an amount of Rs._______ payable at Delhi.

We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our bid may be rejected without any reference to us. We also understand that if there is any change in the eligibility criteria status till the date of award of contract to the successful bidder, it is our responsibility to inform MSDE of the changed status at the earliest.
We further clearly understand that MSDE is not obliged to inform us of the reasons of rejection of our bid.

Dated this _____ day of ____________________ 2017

Signature
(Bidder Seal)

__________________
In the capacity of

__________________
Duly authorized to sign bids for and on behalf of:
## Checklist for compliance to Eligibility Criteria

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Eligibility criteria</th>
<th>Proof required</th>
<th>Check List (Yes/No)</th>
<th>Page Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>The bidder must be a company registered as debenture trustee in India and regulated by SEBI</td>
<td>Certificate of incorporation and Service Tax Registration Certificate</td>
<td>Yes/NO</td>
<td>Page no.</td>
</tr>
<tr>
<td>11.</td>
<td>The bidder must not be blacklisted by any Central/State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices</td>
<td>A self certified letter by the designated official of the responding Company/firm</td>
<td>Yes/NO</td>
<td>Page no.</td>
</tr>
<tr>
<td>12.</td>
<td>The applicant should have a Net Worth (Paid up Share Capital plus Free Reserves less Accumulated losses / Fictitious assets) of atleast rupees 30 crores for each of the financial years 2014-2015, 2015-16 &amp; 2016-17</td>
<td>Audited financial statements (reflecting overall net worth) for the last three financial years</td>
<td>Yes/NO</td>
<td>Page no.</td>
</tr>
<tr>
<td>13.</td>
<td>The responding Company should have made net profit for atleast last two financial years as revealed by audited balance sheet for year</td>
<td>Copy of the audited profit and loss account/balance sheet and annual report or the last two financial years. In the absence of audited statement for the last year, provisional statement may be considered. Business generated from non associate companies should clearly indicated in the submitted documents.</td>
<td>Yes/NO</td>
<td>Page no.</td>
</tr>
<tr>
<td>14.</td>
<td>Bidder should have experience of fund administration/trusteeship involving administration of funds upto Rs.5000 crores with minimum number of funds</td>
<td>Copy of contract and client letter</td>
<td>Yes/NO</td>
<td>Page no.</td>
</tr>
<tr>
<td></td>
<td>15. Bidder should have prior experience of Handling assignments/projects of large National Level(Government and others) Funder in the area of Prudential Oversight and Monitoring</td>
<td>Copy of contract.</td>
<td>Yes/NO</td>
<td>Page no. &lt;&lt;&lt;</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>------------------</td>
<td>-------</td>
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<tr>
<td></td>
<td>16. The bidder must have on its rolls consulting staff of at least 30 technically qualified personnel in the area of consulting services for Program/Project Management, Financial Management qualified in legal/financial discipline.</td>
<td>Certificate from Head(HR) or Company Secretary for number of technically qualified professionals employed by the company and appropriate supporting under taking.</td>
<td>Yes/NO</td>
<td>Page no. &lt;&lt;&lt;</td>
</tr>
<tr>
<td></td>
<td>17. Bidder should have an office in Delhi or NCR for close co-ordination with NSDF/T</td>
<td>Self declaration together with the address</td>
<td>Yes/NO</td>
<td>Page no. &lt;&lt;&lt;</td>
</tr>
<tr>
<td></td>
<td>18. There should not be any conflict of interest due to any existing or forthcoming association with NSDC</td>
<td>Self declaration</td>
<td>Yes/NO</td>
<td>Page no. &lt;&lt;&lt;</td>
</tr>
</tbody>
</table>
Form – 1: Power-of-attorney for signing of bid

*The bidder shall submit the Power of attorney for the authorised signatory(s) of the bidder who has signed the bids.*

**Note:**

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

2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.
Form – 2: Net Worth

(On Statutory Auditor’s Letter Head)

We hereby certify that Net Worth of M/s ____________________ (name of the bidder) for the financial years 2014-2015, 2015-16 & 2016-17 is as given below:

<table>
<thead>
<tr>
<th>Particular</th>
<th>Year (2014-15)</th>
<th>Year (2015-16)</th>
<th>Year (2016-17)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paid Up Share Capital (A)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free Reserve (B)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accumulated losses/ Fictitious assets (C)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total (A+B-C)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signature of Statutory Auditor)

Name of Statutory Auditor:

Name of Statutory Auditor Firm:

Seal

Supporting Documents: Copy of audited balance sheet and profit & loss statement for the concerned years.
Form – 3: Previous Experience

Please provide details of the assignments as per below given format.

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Approx. value of the contract (in INR):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Approx. value of the services provided by your firm under the contract :</td>
</tr>
<tr>
<td>Name of the Client:</td>
<td>Location:</td>
</tr>
<tr>
<td>Start date (month/year):</td>
<td>Duration of assignment (Months):</td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Status of the project: (completed/partially completed/on-going etc.):</td>
<td>Two references of the client (Name, Designation &amp; Contact details along with email id)</td>
</tr>
<tr>
<td>Narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of actual services provided by your staff within the assignment:</td>
<td></td>
</tr>
<tr>
<td>Relevancy of the assignment with the scope of work of this RFP</td>
<td></td>
</tr>
</tbody>
</table>
Form – 4:  Number of Employees

As on date of submission of the proposal, the Bidder should have at least 30 full time employees having qualification of CA/MBA/CFA with minimum five years’ experience in investment management activity post qualification.

[On the letterhead of the organization]

Self-Certificate

This is to certify that ---------------------- (Name of the organization), having registered office at ---------------------- (Address of the registered office), as on date of submission of the bid, has at least least 30 full time employees with qualification as CA/MBA/CFA with minimum five years’ experience in investment management activity post qualification.

Signature:

Name of the Authorized Signatory:

Designation:

** Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder’s seal and stamp.
Form – 5: No - Conviction Certificate

[On the letterhead of the organization]

No-Conviction Certificate

This is to certify that ---------------------- (Name of the organization), having registered office at -- ---------------------- (Address of the registered office), as on date of submission of bid, has not been barred/blacklisted/failed to honour any commitment related to investment management activities by any Government (Central or State Government)/semi Government/Public sector entity in India or is under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance by any Government (Central or State Government)/semi Government/Public sector entity in India

Signature:

Name of the Authorized Signatory:

Designation:

** No conviction certificate should be duly signed by Authorized Signatory

Note: In case, information required by MSDE is not provided by the bidder in the forms/formats provided above, MSDE shall proceed with the evaluation based on information provided and may not request the bidder for further information. Hence, responsibility for providing information as required in the above forms lies solely with the bidders.
PART 3: FORMATS FOR TECHNICAL PROPOSAL

Undertaking

Bidder should provide an undertaking in the format given below on the letterhead of the bidders organization.

[On the letterhead of the organization]

It is certified that the information furnished here in and as per the proposal/documents/clarifications submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and is liable to any punitive action for furnishing false information / documents.

We have read the provisions of the RFP, Annexure thereto and addendums. We understand that any additional conditions, variations, deviations, assumptions if any, found in our proposal shall not be given effect to and shall not be binding on MSDE in case our proposal is accepted.

Dated this _____ day of ____________________ 2017

Signature

(Bidder Seal)

____________________

In the capacity of

Duly authorized to sign bids for and on behalf of:
Annexure 2: Content and Format of Financial Bid

1. Service Fees

<table>
<thead>
<tr>
<th>S No.</th>
<th>Description</th>
<th>Cost per month</th>
<th>Total cost for one year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Consultancy fees for the Assignment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Tenderer_____________________

Business Address_____________________

Date: _____________________________

Place:_____________________________
END OF DOCUMENT