



**TAMIL NADU SKILL DEVELOPMENT CORPORATION,
GUINDY, CHENNAI-32.**

REQUEST FOR PROPOSAL (RFP)

**For
SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC)
FOR**

TAMIL NADU SKILL DEVELOPMENT CORPORATION

RFP No.: 6478 /SDC4 /2017

Issued on: 16/03/2020

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DISCLAIMER

1. The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Tamil Nadu Skill Development Corporation hereinafter referred to as TNSDC, 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.
2. The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the TNSDC to consider the business/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.
3. TNSDC and their employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.
4. TNSDC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.
5. TNSDC accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.
6. TNSDC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
7. The issue of this RFP does not imply that TNSDC is bound to select an Applicant or to appoint the selected bidder, as the case may be, for the consultancy
8. The bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal. TNSDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

SECTION – 1

TAMIL NADU SKILL DEVELOPMENT CORPORATION

Integrated Employment Exchange Offices Campus,

1st Floor, Thiru.Vi.Ka.Industrial Estate,

Guindy, Chennai – 600 032

Phone No. 044 – 22500107

E-Mail ID:pmctnsdc@gmail.com

Website: www.tnskill.tn.gov.in

1. NOTICE INVITING REQUEST FOR PROPOSAL

RFP No. : 6478/SDC-4/2017

DATE : 13.03.2020

1. Managing Director, Tamil Nadu Skill Development Corporation (TNSDC) invites proposals (Two Cover Bid System) from reputed and experienced agencies for selection of Project Management Consultant to undertake activities mentioned in the RFP.
2. More Details on the services are provided in the Terms of References. (Section 6)
3. Agency/Firm will be selected under the Procedure described in this RFP under General Condition of Contract.
4. The RFP includes the following documents
 - Section 1 – RFP Invitation Notice and Schedule
 - Section 2 – Instruction to Bidders in Datasheet
 - Section 3 – Technical Proposal – Standard Form
 - Section 4 – Financial Proposal – Standard Form
 - Section 5 – Terms of Reference
 - Section 6 – Deliverable by the Project Management Consultant and Payment Schedule
5. Details on the Proposal submission Date, Time, Address, EMI Payment are provided in “Schedule for Invitation of RFP”

Managing Director

Tamil Nadu Skill Development Corporation

Integrated Employment Exchange Offices Campus,

1st Floor, Thiru.Vi.Ka.Industrial Estate,

Guindy, Chennai – 600 032

2. SCHEDULE FOR INVITATION OF RFP

1.	Tender No.	REF NO. 6478/SDC-4/2017 dated 13/03/2020
2.	Name of the Work	Selection of Project Management Consultant(PMC) for Tamil Nadu Skill Development Corporation
3.	Name of the issuer of this tender	The Managing Director, Tamil Nadu Skill Development Corporation, Integrated Employment Exchange Office Campus,1 st Floor, Thiru.Vi.Ka Industrial Estate,Guindy, Chennai – 600 032 Contact No.: 044- 22500107 E-mail ID : pmctnsdc@gmail.com
4.	Date of issue of tender document	16/03/2020
5.	Date for sending Pre Bid Queries by email	30/03/2020 till 5:00 P.M
6.	Pre Bid Meeting	31/03/2020 at 3:00 PM at TNSDC office, Tamil Nadu as per address of Communication mentioned below. (Pls. refer the instructions for attending pre- bid meeting)
7.	Publishing of pre-bid queries response	02/04/2020 on www.tenders.tn.gov.in and TNSDC website https://www.tnskill.tn.gov.in
8.	Last Date for Submission of Bids	15/04/2020 up to 03:00 P.M.
9.	Date of Opening of Technical Bids	15/04/2020 at 03:30 P.M
10.	Date of Financial Bid opening	To be informed later
11.	Place of Submission and Opening of Bids	Tamil Nadu Skill Development Corporation , Integrated Employment Exchange Office Campus,1 st Floor, Thiru.Vi.Ka Industrial Estate,Guindy, Chennai – 600 032 Contact No.: 044 22500107 E-mail ID : pmctnsdc@gmail.com
12.	Method of Selection	The selection shall be based on two-stage bidding process i.e., technical qualification followed by evaluation of financial bids, on a “Quality cum Cost Based Selection (QCBS)” with weight of Technical Evaluation – 80% and that of Financial Evaluation - 20% Conditions : The Applicants should meet the pre- qualification eligibility criteria for inclusion in technical evaluation.

		<p>Technical proposals of Applicants who meet the pre-qualification eligibility criteria shall be evaluated. Applicants shall also have to make a presentation during the technical evaluation.</p> <p>The financial bids of only those firms whose technical proposals are accepted will be opened and the bid with the highest combined-technical plus financial-score shall be awarded the contract.</p>
13.	Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rupees Two Lakhs only) either in form of Demand Draft or Bank Guarantee from any Nationalized Bank in favour of “Tamil Nadu Skill Development Corporation” payable at Chennai.
14.	Purchase of Tender Document	Rs.5,000/- (inclusive of GST) by way of Demand Draft in favour of the Chief Accounts Officer, O/o. The Managing Director, Tamil Nadu Skill Development Corporation drawn in any Nationalized Bank payable at Chennai. Add Rs.200/- to get the Documents through post. RFP Documents shall be down loaded from the below mentioned website www.tenders.tn.gov.in and www.tnskill.tn.gov.in from 16.03.2020 to 15.04.2020 (02.30 p.m.) at free of cost.
15.	Validity of Proposal	180 days from the date of opening of Tender

Important Notes:

1. The RFP is to be submitted within the stipulated time mentioned.
2. Conditional RFPs shall be summarily rejected.
3. TNSDC reserves the right to amend any or all conditions of this RFP Document before the last date of submission of RFPs, or to change the above schedule at any time, without assigning any reasons whatsoever.
4. Contact person for communication: - The Managing Director, Tamil Nadu Skill Development Corporation at Chennai Phone No: 044-22500107
5. In case any bidder fails to submit the original Demand Draft/ Bank Guarantee of tender cost and Earnest Money along with the bid, the Technical Bid of the bidder shall not be opened. The Demand Draft or Bank Guarantee should be of Nationalized Bank drawn in favour of “Tamil Nadu Skill Development Corporation” payable at Chennai.
6. If dates mentioned above coincide with Govt. holidays, the next working day will be considered as schedule date.

Managing Director
Tamil Nadu Skill Development Corporation

SECTION 2

INSTRUCTION TO BIDDERS AND DATASHEET

A. General Provisions

1. About TNSDC

Tamil Nadu Skill Development Corporation was registered as a not for profit, Section 25 Company under Companies Act, 1956 (Section 8 as per Companies Act, 2013) in the year 2013 to address the skill gap requirement of the state of Tamil Nadu. Initially, it was formed as Tamil Nadu Skill Development Mission in 2009 and later converted as Society followed by incorporation as a fully Government of Tamil Nadu owned Company under the Companies Act.

1.1. Vision and Mission

Tamil Nadu Skill Development Corporation (TNSDC) was formed with an objective to provide demand based and industry relevant skills to the youth to enhance their employability and transform the State into skill hub of the country. TNSDC is the Nodal Agency for the skill development related activities in the State and aims to converge the activities of various stakeholders including industries, industrial associations, training providers, sector skill councils, assessment agencies apart from various other State and Central Government bodies. TNSDC strives to ensure placement oriented quality skill training by empanelling private and Government training providers.

In order to have uniform curriculum standards throughout the State and the country, Tamil Nadu Skill Development Corporation strictly adheres to the National Skill Qualification Framework (NSQF) approved job roles and other standard parameters like course duration, quality standards, assessment methodology and payment milestones based on common norms approved by Ministry of Skill Development and Entrepreneurship, Government of India. The Qualification Packs(QP) notified by National Skill Development Corporation(NSDC) are followed for imparting training programs with a focus on ensuring minimum 70 percent placement for all successfully trained and certified candidates.

1.2. Key Sectors Identified for Skilling

Based on the Skill Gap study conducted for the state of Tamil Nadu demand TNSDC is imparting training in the following key sectors viz. Automobile , Health Care , Textiles & Apparel, IT-ITES, Agriculture, Leather, Beauty & Wellness , Logistics, Banking Financial Service and Insurance, Media & Entertainment , Construction , Plumbing, Retail , Electronics, Security Services, Telecom, Food Processing, Gems & Jewellery and, Tourism & Hospitality.

2. Definitions

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Project Management Consultant.
- b) “Client” means the implementing agency (Tamil Nadu Skill Development Corporation under Department of Labour and Employment, Government of Tamil Nadu.) that signs the Contract for the Services with the selected Project Management Consultant.
- c) “Project Management Consultant/Bidder” means a company or partnership firm having local presence in the State of Tamil Nadu or else the bidder should give the undertaking that they will open office with minimum sitting capacity for 30 people in Chennai, Tamil Nadu within a period of two weeks of signing the contract.
- d) “TP” will be a Training Provider who is selected by TNSDC for providing skill trainings across the state of Tamil Nadu.
- e) “Contract” means a legally binding written agreement signed between the Client and the Project Management Consultant and includes all the attached documents listed in its General Conditions of Contract(GCC)
- f) “Data Sheet” means an integral part of the Instructions to Bidders that is used to reflect specific assignment conditions to supplement (but do not overwrite the conditions in IPMC)
- g) “Key Resource Persons(s)” means an individual professional whose skills, sector experience, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae is taken into account in the technical evaluation of the Project Management Consultant’s proposal& would be placed full-time at Tamil Nadu (SPMU) and they need to be on the payroll of the Bidder.
- h) “LOI” (Section 2 of the RFP) means the Letter of Invitation sent by the Client to the selected Project Management Consultant.
- i) “LOA” means the Letter sent by client to the selected Project Management Consultant after the legal agreement.
- j) “Proposal/Bid” means the Prequalification Proposal, Technical Proposal and the Financial Proposal of the Project Management Consultant in response to the RFP.
- k) “Proposal due date” means the date of opening of the Technical bid.
- l) “RFP” means the Request for Proposals prepared by the Client for the selection of Project Management Consultants
- m) “Services” means the work to be performed by the Project Management Consultant pursuant to the Contract.
- n) “TOR” (Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Project Management Consultant, and expected results and deliverables of the assignment.
- o) “TNSDC” means Tamil Nadu Skill Development Corporation under Department of Labour and Employment, Government of Tamil Nadu.
- p) “Biometric Attendance” means online attendance monitoring system based on Aadhaar/
Other related document
- q) “Other Personnel” means the resources other than the Key Resource Persons

3. Objective of RFP

- 3.1.** TNSDC (Client) intends to select a Project Management Consultant (PMC) in accordance with the method of selection specified in the Data Sheet.
- 3.2.** The Project Management Consultants are invited to submit a Prequalification Proposal, Technical Proposal and a Financial Proposal as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

4. Conflict of Interest

- 4.1.** The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 4.2.** The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 4.3.** Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

4.3.1. Conflicting activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: A firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation

4.3.2. Conflicting assignments

Conflict among consulting assignments: a Consultant (including its key resource persons and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client

4.3.3. Conflicting relationships

Relationship with the Client's staff: a Consultant (including its resource persons and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of

the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract or any other types of conflicting relationships as indicated in the **Data Sheet**.

5. Unfair Competitive Advantage

Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

6. Corrupt and Fraudulent Practices

The TNSDC requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth by the Govt of Tamil Nadu (GoTN). In further pursuance of this policy, Consultant shall permit and shall cause its agents, resource persons, Sub consultants, sub-contractors, services providers, or suppliers to permit the client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the client.

7. Eligibility

It will be the Project Management Consultant's responsibility to ensure that it meets the eligibility requirements as established in the Data Sheet.

8. Qualification to the bid

The bids may be submitted as per the pre-qualification criterion indicated in Data Sheet.

9. General Considerations

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

B. Preparation of Proposal

10. Cost of Preparation of Proposal

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

11. Language

The Proposal, as well as all correspondence and documents relating to the Proposal exchange between the Project Management Consultant and, TNSDC shall be written in English Language

12. Documents comprising the proposal

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

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

13. Single proposal

13.1. The Project Management Consultant shall submit only one Proposal.

14. Proposal Validity

14.1. The Project Management Consultant's Proposal must remain valid for at least 180 days after the proposal submission deadline. A bid valid for a shorter period shall be rejected by the tendering TNSDC as non-responsive bid.

14.2. In exceptional circumstances, prior to the expiration of the bid validity period, TNSDC may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

14.3. If it is established that any Key resource persons nominated in the Project Management Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation; such Proposal shall be disqualified and rejected for further evaluation.

14.4. Project Management Consultant cannot change the Key resource persons as submitted in response to the bid, except in case of resignation, medical incapacity or death, for the period of 1 year from the project start date unless there is written approval of the MANAGING DIRECTOR , TNSDC.

14.5. The Key resource persons have to be full-time on this project and at the location mentioned as per the RFP. This clause is non-negotiable and penalties to the extent of 50% of the fee for the Key resource persons as mentioned in FIN 2 (per man-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 30 days of such change request. After one year of the contract, Project Management Consultant has to ensure that 60% of the proposed team of resource persons remains unchanged. For any change request of Key resource persons, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by MANAGING DIRECTOR of TNSDC.

14.6. If the client finds that any of the personnel have 1) committed serious misconduct, or have been charged with having committed a criminal action, or 2) have reasonably caused to be dissatisfied with the performance of any of the personnel, then the Project Management Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.

15. Extension of Validity Period

15.1. TNSDC will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, TNSDC may request, in writing, all

Project Management Consultants who submitted Proposals prior to the submission deadline to extend the Proposal's validity.

- 15.2. If the Project Management Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Resource persons.
- 15.3. The Project Management Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

16. Substitution of Key resource persons at Validity Extension

- 16.1. If any of the Key resource persons become unavailable for the extended validity period, the Project Management Consultant shall provide a written adequate justification and evidence satisfactory to TNSDC together with the substitution request. In such case, a replaced Key resource persons shall have equal or better qualifications and experience than those of the originally proposed Key Resource persons.
- 16.2. If the Project Management Consultant fails to provide a replacement of any Key resource persons with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to TNSDC, such proposal will be rejected.
- 16.3. TNSDC reserves the right to seek for replacement of resources against any of the positions mentioned in the RFP if at any point they are found not suitable for the work allocated to them in the project. The Project Management Consultant should provide a replacement within 30 days of such written request placed by TNSDC otherwise a penalty of 5% of quoted man-month rate per day of delay will be levied. In such an eventuality where replacement is sought by TNSDC, at-least a 30 day notice will be given to Project Management Consultant to advice the concerned consultant to improve upon his/her performance failing which the replacement clause will be started.

17. Sub-Contracting

- 17.1. Sub-Contracting of Key resource persons is not allowed and all the resources should be on the payroll of the Project Management Consultant
- 17.2. Project Management Consultant to provide a Self-Certificate from its Head–HR or Authorized Signatory that the resources deployed on the Project is on the Payroll of the Project Management Consultant, at the start of the project. This Certificate needs to be provided every 6 months.

18. Earnest Money Deposit

- 18.1. Every bidder participating in the bidding process must furnish the required earnest money deposit as specified in the Request for Proposal.
- 18.2. EMD of a bidder lying with Tamil Nadu Skill Development Corporation in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are re-invited.
- 18.3. Form of EMD: The EMD may be deposited in the form of a demand draft or bank guarantee in favour of “Tamil Nadu Skill Development Corporation” payable at Chennai.

- 18.4.** The EMD shall be valid for the period of Bid Validity as mentioned in the Data Sheet. The same shall be payable at par at “Chennai”.
- 18.5.** Refund of EMD: The EMD of unsuccessful bidders shall be refunded within 60 days after final acceptance of bid and award of contract.
- 18.6.** EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the PBG as mentioned in the RFP
- 18.7.** Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-
- When the bidder withdraws or modifies his bid proposal after opening of bids.
 - When the bidder does not execute the agreement after placement of order within the specified time.
 - When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.

19. Clarifications and Amendment of RFP

- 19.1** The Project Management Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to TNSDC address indicated in the Data Sheet. TNSDC will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying its source) to the Project Management Consultant. Should TNSDC deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 19.2** At any time before the proposal submission deadline, TNSDC may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be binding on the Project Management Consultants. The Project Management Consultants shall acknowledge receipt of all amendments in writing.
- 19.3** If the amendment is substantial, TNSDC may extend the proposal submission deadline to give the Project Management Consultants reasonable time to take an amendment into account in their Proposals.
- 19.4** The Project Management Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Prequalification or Technical or Financial Proposal shall be accepted after the deadline.

20. Preparation of Proposals–Specific Considerations

The Project Management Consultant shall prepare its proposal as per the provisions of RFP.

21. Pre qualification Proposal Format and Content

- 21.1.** It is must to meet all the pre-qualification criteria mentioned in data sheet. The Technical Proposal will be opened for bidder who meets each and every pre - qualification criterion.
- 21.2.** The technical and financial proposal of bidder disqualified at prequalification stage will be returned to the respective bidder’s unopened.

22. Technical Proposal Format and Content

- 22.1.** The Pre-qualification or Technical Proposal shall not include any financial information. A Prequalification or Technical Proposal containing material financial information shall be declared non-responsive.
- 22.2.** Project Management Consultant shall not propose alternative Key Resource Persons. Only one CV shall be submitted for each Key Resource Persons position. Failure to comply with this requirement will make the Proposal non-responsive.
- 22.3.** Project Management Consultant cannot change the Key Resource Persons as submitted in response to the bid, except in case of resignation, medical incapacity or death, for the period of 1 year from the project start date unless there is written approval of the MANAGING DIRECTOR of TNSDC, approval of which may be provided in very rare situation. The Key Resource Persons have to be full-time on this project and at the location mentioned as per the RFP. The Project Management Consultant is required to submit a Technical Proposal, as indicated in the Data Sheet and using the Standard Forms provided in the RFP.

23. Financial Proposal

The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall include all costs associated with the assignment including all travel, lodging, boarding, communication (mobile and landline), IT infrastructure and consumables as required for the project, rentals etc. **TNSDC will not bear any cost other than the fee mentioned in the financial proposal.**

24. Price Adjustment

- 24.1.** The Project Management Consultant shall agree to carry out any additional assignment during the assignment period as per instruction of the TNSDC, the remuneration of the change request will be arrived upon by mutual agreement of the scope of work and the Rate-Card provided by the Project Management Consultant as FIN-2 will be used for the same.
- 24.2.** This Rate-Card will be valid for full period of the contract (12months)

25. Taxes

The prices quoted by Bidder shall be exclusive of taxes & duties and same will be paid as per the rates applicable at the time of payments

C. Submission, Opening and Evaluation

26. Submission, Sealing and Marking of Proposals

- 26.1.** Duly filled bids in proper format should be submitted in person or sent by Courier service/Registered or Speed post to Managing Director, TAMIL NADU SKILL DEVELOPMENT CORPORATION Integrated Employment Exchange Offices Campus, 1st Floor, Thiru.Vi.Ka.Industrial Estate, Guindy, Chennai – 600 032
- 26.2.** An authorized representative of the Project Management Consultant shall sign the original submission letters in the required format for the Prequalification Proposal,

Technical proposal and Financial Proposals. The authorization shall be in the form of a written power of attorney attached to the Pre qualification Proposal.

- 26.3. All pages of the bid and where corrections or amendments have been made shall be signed by the authorized signatory .In case of detection of any forgery, the bid shall summarily be rejected, EMD shall be forfeited and TNSDC may also resort to legal action against the Bidder.
- 26.4 The Proposal must be sent to the address indicated in the Data Sheet and received by TNSDC no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by TNSDC after the deadline shall be declared late and rejected.

27. Confidentiality

- 27.1. From the time the Proposals are opened to the time the Contract is awarded, the Project Management Consultant should not contact TNSDC on any matter related to its Prequalification, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Project Management Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 27.2. Any attempt by shortlisted Project Management Consultants or anyone on behalf of the Project Management Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal
- 27.3. Notwithstanding the above provisions, from the time of the Proposals“ opening to the time of Contract award publication, if a Project Management Consultant wishes to contact TNSDC on any matter related to the selection process, it should do so only in writing.

28. Amendments to RFP

At any time prior to the deadline for submission of Proposal, subsequent to the pre-bid meet, the TNSDC may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the “RFP” document by the issuance of Addendum/ Amendment and posting it on the Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the TNSDC may, in its sole discretion, extend the Proposal submission Date.

29. Bid Preparation

The Bidder shall be responsible for all cost associated with the preparation of its Bid and its participation in the selection process. TNSDC shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the TNSDC reserves the right to reject all or any of the offers without assigning any reason whatsoever.

30. Withdrawal of Bid

- 30.1.** The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Submission Date.
- 30.2.** The ultimate decision lies with the competent authority (TNSDC).

31. Pre-bid Meeting

A Pre-Bid Meeting shall be held at the office of Tamil Nadu Skill Development Corporation, on the date and time mentioned in the Schedule. Firms are requested to depute authorized representative to attend pre-bid meet along with the queries if any.

32. Opening of Proposals

TNSDC shall conduct the opening of the Prequalification Proposals in the presence of bidder's authorized representatives who choose to attend (in person). The opening date, time and the address are stated in the Data Sheet. At the opening of the Prequalification Proposals the following shall be read out: (i) the name of the Project Management Consultant (ii) the presence or absence of the requisite document in the Technical and Financial Proposal and (iii) any other information deemed appropriate or as indicated in the Data Sheet.

33. Proposal Evaluation Disclaimer

- 33.1.** The evaluators of the Prequalification proposal or Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 33.2.** The Project Management Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation on the basis of the submitted Prequalification, Technical and Financial Proposals. However, TNSDC may seek clarification on any information.

34. Evaluation and Selection Process

- 34.1** The selection shall be based on two-stage bidding process i.e., Technical qualification followed by evaluation of financial bids, on a "Quality cum Cost Based Selection (QCBS)" with Technical component and Financial component in the ratio of 80:20
- 34.1.1.** The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid.
- 34.1.2.** The formula for determining the financial score (Sf) of all other Proposals is calculated as following:
- $Sf = 100 \times Fm/F$ in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the proposal under consideration
- 34.1.3.** The weights given to the Technical (T) and Financial (P) Proposals are 80 and 20 respectively
- 34.1.4.** Proposals are ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T + P = 100) as follows:-

$$S = St \times T\% + Sf \times P\%$$

- 34.1.5.** Any Technical bid with score less than 70 marks will be rejected and their financial bids will not be opened.
- 34.1.6.** All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

35. Opening of Financial Proposals

- 35.1.** After the Technical evaluation is completed, TNSDC shall declare the proposals awarded less than 70 marks, the financial bids shall be considered null and void. These bids will be disqualified for further re-evaluation.
- 35.2.** The Financial Proposals shall be opened by TNSDC in the presence of the representatives of those Project Management Consultants. At the opening, the names of the Project Management Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud.

36. Correction of Errors

Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the proposal.

37. Taxes

The quote of the bidder shall be exclusive of taxes & duties and same will be paid as per the rates applicable at the time of payments.

D. Negotiation and Award

38. Negotiation and Award of Contract

38.1. Negotiation

The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

38.2. Conclusion of Negotiations

The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Consultant's authorized representative. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

38.3. Award of Contract

After issuance of LOI by TNSDC, the selected bidder shall submit Performance Bank Guarantee and shall sign the contract with TNSDC within 15 days. TNSDC shall then issue the letter of award to the selected bidder and publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Project Management Consultants.

The Project Management Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

39. Performance Guarantee and Liquidity Damages

39.1. Within 15 days from the date of Letter of Invitation (LOI) from TNSDC, the successful Project Management Consultant company/firm shall furnish the Performance Guarantee of an amount equal to 5% of its Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized Banks in India for the due performance of the Assignment in the format at Appendix-I.

39.2. The selected Project Management Consultant shall submit the Bank Guarantee for Performance Guarantee for 12 months.

39.3. Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment

39.4. Forfeiture of PG: PG shall be forfeited in the following cases:

- When any terms and condition of the contract is breached.
- When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/ work order

39.5. PMC has to follow the working hours, working days and Holidays of Government of Tamil Nadu. However resource shall be available on a holiday if so is required by TNSDC. No extra payments will be made for working on extended hours Saturdays/Sundays/Holidays to meet the committed/required time schedules.

40. Liquidity Damages

40.1. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.

40.2. The selected bidder shall request in writing to TNSDC giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained

40.3. TNSDC shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages.

40.4. If TNSDC agrees to extend the delivery period/schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of service.

- 40.5. It shall be at the discretion of TNSDC to accept or not to accept the supply of services rendered by the Project Management Consultant after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. S shall have right to cancel the contract with respect to undelivered service.
- 40.6. If TNSDC is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period
- 40.7. Delivery period may be extended if the delay is on account of hindrances beyond the control of the bidder.
- 40.8. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

E. Project Deliverables and Payment Terms & Schedule

41. Commencement of Services

The date for the commencement of services is within 15 calendar days of contract signing and shall complete the deployment of the entire work force as per the mutually agreed Inception Report submitted by Project Management Consultant.

42. Project Deliverables

Please refer Section 5 - Terms of Reference

42.1. Knowledge Transfer

The Project Management Consultant will initiate the knowledge transfer to the TNSDC staff from the 10th Month of the project and complete the overall activity by 12th month of the project. Upon full and final payment, Client shall have a perpetual, non-transferable, non-exclusive paid-up right and license for purposes of its internal business to use, copy, modify and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to Client.

All other rights in the Deliverables and related intellectual property rights shall be the sole and exclusive property of Prime Bidder/ concern agency and/or are hereby assigned to Prime Bidder/ concern agency. Subject to obligations of confidentiality, each party shall be free to use the concepts, techniques and know-how used and developed on the Project. In any event, Prime Bidder/ concern agency shall continue to be free to perform similar services and develop Deliverables that may be similar or which may be competitive with those produced hereunder for itself or its other clients using its general knowledge, skills and experience that are acquired or used in the course of providing the Services.

43. Period of Completion of Assignment:

The project duration is for 12 months from the date of the signing of the contract

44. Payment Schedule

Please refer to Section 7 of the document for the milestones & performance based payment schedules. All payments will be strictly done as per the conditions put in the Section 7.

45. Penalty Clause:

The successful bidder shall render services strictly adhering to the milestones in the Letter of Award. Any delay in achieving the milestones except approved by TNSDC in writing shall attract a penalty of 1.0% of total value of work order per week of the delay subject to a maximum of 10.0 % of the value of work order. If the delay is beyond 30 days, then client has the right to issue the termination notice.

46. Payments to the Project Management Consultant:

46.1. Payment Procedure

46.1.1. Project Management Consultant will follow the payment procedure mentioned in Section 6.

46.1.2. The consolidated invoice will be generated and submitted on completion of the deliverables mentioned in Section 6.

46.1.3. TNSDC will process and pay to PMC within 30 days of the invoice date. Should there be any observation to correct the invoice/progress report, same would be communicated within 14 days of invoice submission date else it would be deemed to be accepted and payment shall be processed. The PMC will rectify any shortcoming in the invoice, if pointed out and resubmit within 7 days time for its payments.

47. Conduct of Project Management Consultant Manpower:

The conduct of Project Management Consultant will be in line with best practices throughout the term of the contract. Attendance and punctuality will be minimum expectations from the resources deployed.

Each office of the Project Management Consultant will have biometric attendance monitoring system and regular attendance of personnel will be monitored by TNSDC.

47.1. It is expected that in a quarter minimum 85% of aggregated biometric attendance is maintained and reported. It should be duly signed and submitted along with the quarterly payment invoice by the Project Head.

47.2. Any absenteeism other than for valid reasons (submitted & approved either before the leave or at most 5 days of leave). Beyond 5 days for unauthorized leave, TNSDC will have the right to deduction of 5% of man-month rate quoted for each of the resources on per day basis. This will be calculated on a monthly basis and the amount will be deducted from the Payments.

47.3. Project Management Consultant cannot change the Key resource persons as submitted in response to the bid, except in case of resignation, medical incapacity or death, for the period of 1 year from the project start date unless there is written approval of the MANAGING DIRECTOR of TNSDC approval of which may be provided in very

rare situation. The Key resource persons have to be full-time on this project and at the location mentioned as per the RFP. This clause is non-negotiable and penalties to the extent of 50% of the fee for the Key Resource Persons as mentioned in FIN 2 (perman-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 60 days of such change request. After one year of the contract, Project Management Consultant has to ensure that 60% of the proposed team of Resource Persons remains unchanged. For any change request of Key Resource Persons, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by MANAGING DIRECTOR, TNSDC.

48. Earnest Money Deposit (EMD):

The Bidder shall furnish an interest free EMD of Rs. 2,00,000/- (Rupees Two Lakhs only) at the time of submitting the proposal in the form of a Demand Draft or Bank Guarantee issued by one of the Nationalized Banks in India in favour of “Tamil Nadu Skill Development Corporation” payable at Tamil Nadu, refundable not later than 180 days from the date of submission of offer except in case of the two highest ranked bidders. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, who has been kept in reserve, shall be refunded its EMD within 180 days from the date of submission of offer. The Selected Bidder’s EMD shall be refunded upon the Bidder submitting the performance guarantee.

F. Others Terms & Conditions

49. Interpretation

49.1. If the context so requires it, singular means plural and vice versa

49.2. Entire Agreement: The Contract constitutes the entire agreement between the TNSDC and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

49.3. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

49.4. Non-waiver: Subject to the condition (49.5) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

49.5. Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

49.6. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

50. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Tamil Nadu State / the Country (India) and under the jurisdiction of Madras High Court.

51. Force Majeure

51.1. Definition:

51.1.1. For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

51.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder

51.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

51.2. No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Project Management Consultant shall not be liable for forfeiture of its PG or/ and BG, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.

51.3 Measures to betaken

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

51.4. Extension of time

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

51.5. Consultation

Not later than thirty (30) days after the Project Management Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

52. Change Order stand Contract Amendments

52.1. TNSDC may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.

52.2. If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the TNSDC's order. The rate-contract enclosed in the Fin-2 will be used to calculate the cost of the additional work/ change request.

53. Termination Clauses

53.1. Termination for Default

53.1.1. TNSDC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part for the following reasons (provided a cure period of not more than 20 days is given to the selected bidder to rectify the breach):

53.1.2. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by TNSDC; or

If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

If the selected bidder, in the judgment of the TNSDC, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract or; If the selected bidder commits breach of any condition of the contract

If TNSDC terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

53.2. Termination for Insolvency

TNSDC may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected

bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TNSDC.

53.3 Termination for Convenience

53.3.1. TNSDC, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. In such case, TNSDC will pay for all the pending invoices as well as the work done till that date by the Project Management Consultant.

Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

53.4. Termination by TNSDC

53.4.1. The TNSDC may, by not less than thirty (30) days" written notice of termination to the Project Management Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

The Project Management Consultant fails to remedy any breach hereof or any failure in the performance of its obligations here under, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the TNSDC may have subsequently granted in writing; or

The Project Management Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; or

The Project Management Consultant fails to comply with any final decision reached as a result of arbitration proceedings or

The Project Management Consultant submits to the TNSDC a statement which has a material effect on the rights, obligations or interests of the TNSDC and which the Project Management Consultant knows to be false;

- Any document, information, data or statement submitted by the Project Management Consultant in its Proposals, based on which the Project Management Consultant was considered eligible or successful, is found to be false, incorrect or misleading ;or
- As the result of Force Majeure, the Project Management Consultant is unable to perform a material portion of the Services for a period of not less than 30 days.

53.5. Termination by Project Management Consultant

53.5.1. The Project Management Consultant may, by not less than three (03) month written notice to the TNSDC, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- The TNSDC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Project Management Consultant may have subsequently agreed in writing) following the receipt by the TNSDC of the Project Management Consultant's notice specifying such breach;
- If there are more than 3 un-paid invoices and TNSDC fails to remedy the same within 45days of the submission of the last un-paid invoice
- as the result of Force Majeure, the Project Management Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;or
- The TNSDC fails to comply with any final decision reached as a result of arbitration.

53.5.1. Payment upon Termination

Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by TNSDC to the Project Management Consultant within 60 days of the contract termination

53.5.2. Suspension

The TNSDC may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Project Management Consultant hereunder if the Project Management Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and shall provide an opportunity to the Project Management Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Project Management Consultant of such notice of suspension.

53.5.3. Cessation of rights and obligations

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except.

- such rights and obligations as may have accrued on the date of termination or expiration,
- the obligation of confidentiality set forth in RFP

54. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other the Project Management Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

55. Disputes Resolution

55.1. Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to TNSDC, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

55.2. Arbitration

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by TNSDC and other appointed by Project Management Consultant and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Tamil Nadu and following are agreed. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

56. Disqualification

The bid is liable to be disqualified if:

- Not submitted in accordance with this document.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices.
- During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Bid received in incomplete form or not accompanied by bid security amount/all requisite documents.
- Bid received after due date and time.
- Bidder submits conditional bids.
- Bidder indulges in canvassing in any form to win the contract.
- Bidder sub-contracts any part of the project to or employs the goods or services of any

of the parties having interest in the project.

57. Intellectual Property Rights of the Project

During the operational phase, the responsibility to maintain the IPR would lie with the Project Management Consultant. The Project Management Consultant shall transfer the al IPR to TNSDC, at the time of completion of the assignment.

58. Responsibilities of the TNSDC

- 58.1. Issuance of various government orders/policy amendments as per requirement of the project.
- 58.2. Assigning of relevant nodal officers as per project need.
- 58.3. Resolution of problems and disputes arising.
- 58.4. Timely payments to the Project Management Consultant
- 58.5. Facilitate coordination with Placement Agencies/ Certification Agencies/ and other service providers on need-basis.
- 58.6. Working space for the PMC staff.

G. Data Sheet & Instructions to Project Management Consultants (IPMC)

A. General	
IPMC Clause Reference	
1.	Location of the Project: Tamil Nadu , India
2.	Name of the Client: Tamil Nadu Skill Development Corporation, Method of selection: Quality cum Cost Based System (QCBS) 80:20 with 70 marks as the qualifying score in Technical Evaluation. Any bids with less than 70 marks (Technical) will be rejected.
3.	Financial Proposal (in a separate sealed cover) to be submitted together with Prequalification and Technical Proposal: Yes The name of the assignment is: Selection of Project Management Consultant for Tamil Nadu Skill Development Corporation
4.	A pre-bid meeting will be held: Yes Date of pre-bid meeting: 31.03.2020 Managing Director, Tamil Nadu Skill Development Corporation (TNSDC), Integrated Employment Exchange Office Campus, 1 st Floor, Thiru. Vi. Ka Industrial Estate, Guindy, Chennai – 600 032 Contact No.: 044 22500107 E-mail ID : pmctnsdc@gmail.com
B. Preparation of Proposals	
6.	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
7.	The Proposal shall comprise the following: I. TECHNICAL PROPOSAL: (1) Prequalification Proposal Form as per Form Pre-Qual-1 (2) Compliance sheet to prequalification criteria as per Form Pre-Qual-2 (3) Supporting documents for pre-qualification criteria if any (4) Power of Attorney to sign the Proposal (5) TECH-1 (6) TECH-2 (7) TECH-3 (8) TECH-4 (9) TECH-5 AND II. FINANCIAL PROPOSAL: (1) Financial Proposal Form FIN-1 (2) Financial Proposal Form FIN-2

8.	Participation of Sub-Project Management Consultants, Key resource persons and Non- Key resource persons in more than one Proposal is permissible No	
9.	Proposals must remain valid for 180 days from the date of opening of Tender	
10.	The contact information for requesting clarifications is: Managing Director, Tamil Nadu Skill Development Corporation, Integrated Employment Exchange Office Campus, 1 st Floor, Thiru.Vi.Ka Industrial Estate, Guindy, Chennai – 600 032 Contact No.: 044 22500107 E-mail ID : pmctnsdc@gmail.com	
11.	Project Management Consultant to provide a Self-Certificate from its Head – HR or Authorized Signatory that the resources deployed on the Project will be on the Payroll of the Project Management Consultant at the start of the project. This Certificate needs to be provided annually. No kind of Consortium / Joint Venture is allowed	
12.	Resources Required for 12months for SPMU & RPMU	
	PMC Tier	Number of Positions
	State Project Unit	6
	Regional Project Unit	8
	This is the optimum number of resources required to execute the project, the Project Management Consultant is free to suggest in their approach & methodology additional resources and their deployment mechanism, if deemed fit.	
13.	Costs & per diem to be provided as actual: TNSDC will NOT pay any other compensation to the Project Management Consultant other than the Fees mentioned in the Financial Bid, In case the resource persons are deployed to represent TNSDC then TA/DA as per prevailing rules of TNSDC may be paid	
14.	A price adjustment provision applies to remuneration rates: No for the contract period.	
15.	The Financial Proposal shall be stated in the following currencies: INR only	
C. Submission, Opening and Evaluation		
16.	An offline Submission of Pre-Qualification, Technical and Financial Proposals is offered: Yes An online submission of Pre-Qualification, Technical and Financial Proposals is offered: No Please follow instructions as follows: <ul style="list-style-type: none"> ▪ The Bid document shall also have the Bidder's stamp on each page along with signature of the authorized representative of the bidder. 	

17.	<p>The Technical bid opening shall take place at: Tamil Nadu Skill Development Corporation, Integrated Employment Exchange Office Campus, 1stFloor, Thiru.Vi.Ka Industrial Estate, Guindy, Chennai – 600 032 Contact No.: 044 -22500107 E-mail ID : pmctnsdc@gmail.com Contact : 044-22500107 Date: 31.03.2020 Time: 03.30 PM Opening of Bids</p> <p>All the bids received till the due date and time shall be opened by TNSDC in the presence of bidders, as per the schedule (subject to change and notification to bidders) indicated in the Schedule for Invitation of RFP.</p>
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SECTION 3

TECHNICAL PROPOSAL AND CONTRACT FORMS

3.1. PRE-QUALIFICATION CRITERIA

Sr. No.	Eligibility Criteria	Documentary Evidence
1	The bidder should be a single Business Entity. (Any kind of consortium / JV is not allowed) For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act,2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 5 years in Business Consulting as of March 31, 2019	Certificates of Registration/ Incorporation.
2	The bidder should have a minimal annual turnover of INR 50 Crores from Indian operations in business consulting services in each of the previous three financial years (FY 2016-17, 2017-18 and 2018-19)	Certificate from Statutory Auditors providing the turn over from business consulting / advisory services in India for the last 3years
3	The bidder should have positive net worth of INR 5 Crore from Indian operations in each of the previous three financial years (FY 2016-17, 2017-18 and 2018-19)	Certificate from Statutory Auditors for the last 3years
4	The bidder should have a minimum annual turnover of INR 10 Crores from Government consulting services in India in each of the last 3 financial years (FY 2016-17, 2017-18 and 2018-19)	Certificate from statutory auditor
5	Bidding firm should have minimum 200 People in the Consulting/ Advisory division payroll	Self-certification from the HR Head or Authorized Signatory in the prescribed format
6	Experience of at least four completed/ongoing Government Projects with value not less than Rs.1 Crore (Rupees One Crore only)in Project Management consulting capacity with Central / State Government Department /Government undertakings in the last 3 years	For Ongoing project – Copy of Signed Contract For Completed project - Copy of Signed Contract with Completion certificate issued by the client

7	The Bidder should have completed at least two Skill Development related management Project during the last 2 years with a value not less than Rs.1 Crore(Rupees One Crore only), with any Central Govt./ State Govt./ NSDC/ State Skill Development Mission/ Multilateral Funding Agency in India	Copy of Signed Contract with Completion certificate issued by the client
8	The Bidder should not have been blacklisted by Central / State Government / Departments / PSUs in India as on bid submission date.	Self-certification from the Authorized Signatory

3.2. TECHNICAL EVALUATION CRITERION

Criteria	Max Marks
Firm Qualification	35
Team Qualification	40
Work Plan, Approach, Methodology	10
Technical Presentation	15
Total Technical Proposal Score	100

The criteria for evaluation of the technical proposal comprising firm qualification, team qualification, work plan, approach and methodology and technical presentation is provided below. For team qualification, personnel that do not meet the minimum criteria will not qualify for scoring.

Firm Qualification – 35 Marks	
Criteria	Max Marks
(Bidders can provide credentials cited must include a brief write-up on the services provided for either Ongoing / Completed projects For Ongoing Project - Copy of Signed Contract to be submitted For Completed Project - Copy of Signed Contract with Completion certificate issued by the client)	
<u>Skill Development/Livelihood/Capacity Building/Education</u> Experience of working in Skill Development/Livelihood/Capacity Building consulting projects in India with value not less than Rs.1 Crore with at least one completed project. <ul style="list-style-type: none"> • Three projects -4 marks • Four projects -6marks • More than Four projects -10 marks 	10
<u>Social Mobilization/Outreach/Communication Strategy</u> Experience of working with State Governments /Central Government /Private companies in designing and rolling out outreach/mobilization campaigns with the value of project not less than Rs.1 Crore and minimum of one successfully completed project : <ul style="list-style-type: none"> • Two project -4 marks • Three projects -6marks • More than three projects – 10 marks 	10

<u>Skill India/State Skill Mission/World Skills</u> Experience of working with NSDC/State Skill Missions/World Skills with the value of project not less than Rs.1 Crore and minimum of one successfully completed project : <ul style="list-style-type: none"> • Two project -4 marks • Three projects -6 marks • More than three projects - 10 marks • 		10	
<u>IT and Data Analytics</u> Experience of working with State/Central Government/Multilateral agencies on IT systems and data analytics with the value of project not less than Rs.1 Crore and minimum of one successfully completed project : <ul style="list-style-type: none"> • Two project - 1 marks • Three projects -3 marks • More than three projects - 5marks • 		5	
Team Qualification – 40 Marks			
Role	No	Minimum and Preferred Qualification/ Level of Effort	Max Marks
Project Lead Manager (10 Marks)	1	<u>Minimum Criteria</u> Qualification – MBA or Masters Degree in Economics with minimum average grade of 75% across undergraduate and post-graduate education <u>Experience-</u> 12 years overall with at least 6 years of experience in Skill Development/Livelihood Development related projects <u>Role Profile:</u> Head of the PMC with the overall co-ordination of staff. Design and develop the future roadmap for the skilling ecosystem in Tamil Nadu	10
		Scoring Criteria	2
		i. 12 years experience or more in advising / working with Government agencies in public policy for India	3
		ii. 6 years or more working on skill development/Livelihood related projects	3
		iii. Experience of leading/supervising a team consisting of more than 25 people	2
iv. Experience of working/consulting with state skill missions/NSDC/World Skills	2		
Manager (Legal and Finance) (5 Marks)	1	<u>Minimum Criteria</u> Qualification – CA/LLB or Masters Degree in Economics/Management with minimum average grade of 75% across undergraduate and post-graduate education Experience- 8 years overall with at least 5 years of experience in Contract Management/Drafting and vetting MoUs.	5

		Scoring Criteria i. Experience of working in drafting legal documents especially MoUs and contract agreements	2
		ii. Experience of working on drafting contracts for any State Govt / Central Govt agencies.	2
		iii. Experience in operation and maintenance of Financial Accounting / Government undertaking	1
Manager (IT & MIS) 5 marks	1	Minimum Criteria Qualification – B.Tech/BE in Computer Science or MCA with minimum average grade of 75% across undergraduate and post-graduate education Experience: 8 years in e-governance projects of working system design, development and implementation of ICT based applications.	5
		Scoring Criteria.	
		i. Experience of working on development of MIS/enterprise solution	2
		ii. Experience of working with any of the Skill Development based applications/portals	1
		iii. Experience in Server applications and Social media platforms	1
		iv. Experience in Digital Security standards and protocol	1
Manager (Special Initiatives and World Skills) 5 marks	1	Minimum Criteria Qualification – Bachelors in Engineering with MBA/Masters in Economics with minimum average grade of 75% across undergraduate and post-graduate education Experience: 8 years Skill Development related job roles	5
		Scoring Criteria	
		i. Experience of working with State Missions/NSDC/any other industrial associations such as FICCI/CII etc	2
		ii. Experience of working with World Skills	2
		iii. Experience of working on skill development projects of more than 15 Cr.	1
Manager (Advocacy, Mobilization and outreach) 5 marks	1	Minimum Criteria Qualification: Masters degree in economics or management or public policy with minimum average grade of 75% across undergraduate and post-graduate education. Experience: 5 years in Public relations, social development and advertisement sector.	5
		Scoring Criteria	
		i. Experience for atleast 3 years in mobilizing, awareness creation and other outreach activities connected with Skill Development.	2

		ii. Experience in investment promotion assignment for atleast 2 years	2
		iii. Experience for atleast 2 years in organizing industry interfacing events , Job fairs , seminars and conferences.	1
Manager (Training Monitoring and Quality assurance) 5 marks	1	Minimum Criteria Qualification: Masters degree in economics or management or public policy with minimum average grade of 75% across undergraduate and post-graduate education. Experience : 5 years in training monitoring evaluation and quality assurance.	5
		Scoring Criteria	
		i. Experience for atleast 3 years in the area of monitoring and evaluation on a web base MIS platform	2
		ii. Experience of working in atleast 3 projects connected with training monitoring evaluation, testing and certification	2
		iii. Experience in designing various formats templates and dashboards etc., for comprehensive monitoring.	1
Regional Manager (Region) 5 marks	4	Minimum Criteria Qualification: Masters degree in economics or management or public policy with minimum average grade of 75% across undergraduate and post-graduate education. Experience : 5 years in managing skill training activities in region / in State.	5
		Scoring Criteria	
		i. Experience of atleast 3 years in conducting inspection and assessment in respect to Skill Development.	2
		ii. Experience in implementation of various State/Central Government schemes with effective coordination of District skill authorities.	2
		iii. Experience in capacity building of trainers and organizing workshops to training providers for improving the quality of training.	1
MIS Analyst (Non Key Resource Persons)	4	Minimum Criteria Qualification: Degree in any stream with average grade of 75% Experience: 2 years in data analytics	No Marks
		Skills Required	
		Good knowledge of Ms-word, Ms- excel &Ms-access	

		Ability to work effectively with diverse group of People	
		Generate, maintain, consolidate and tract various reports / tracker as required by the monitoring team.	
Work Plan, Approach, Methodology			10
Technical Presentation			15
Total Technical Score (Max) – 100 Marks			100

- TNSDC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. However, TNSDC may seek clarification on the information submitted by the bidder, if required.
- Each prequalification proposal will be evaluated against the mandatory prequalification conditions mentioned in Data sheet. A Proposal shall be rejected at this stage if it does not meet each and every prequalification criterion mentioned in the Data Sheet.
- Bidders will be invited to do a Technical Presentation as part of the assessment covering the Approach & Methodology.
- Date for the Technical Presentation will be communicated to the short- listed bidders
- Only the Financial proposal so fall the technically qualified proposals (minimum 70 marks) shall be opened and the final selection will be done on the basis of Combined Quality cum Cost Based System(QCBS)

3.3 Negotiations and Award

Expected date and address for contract negotiations:

Date : 22.04.2020

Address:

The Managing Director

Tamil Nadu Skill Development Corporation

Integrated Employment Exchange Office Campus 1st Floor,

Thiru.Vi.Ka. Industrial Estate,

Guindy, Chennai – 600 032.

Email : pmctnsdc@gmail.com

Letter of Invitation shall be issued to the successful bidder and shall be invited for signing the contract.

The publication will be done within 15 days after the contract signing.

FORM PRE-QUAL-1

a. PREQUALIFICATION PROPOSAL SUBMISSION FORM

(On the letter head)
{Location , Date}

To:

The Managing Director
Tamil Nadu Skill Development Corporation (TNSDC)
Integrated Employment Exchange Office Campus, 1st Floor,
Thiru.Vi.Ka Industrial Estate,
Guindy, Chennai – 600 032.
Contact No.: 044- 22500107
[EmailID: pmctnsdc@gmail.com](mailto:pmctnsdc@gmail.com)

Dear Sir,

We, the undersigned, offer to provide the consulting services for Project Management Consultant (Project Management Consultant) to Tamil Nadu Skill Development Corporation in accordance with your Request for Proposals dated _____ we are hereby submitting our Proposal, which includes this Prequalification Proposal, Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by TNSDC.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet clause 10.
- (c) We have no conflict of interest as stated in the RFP.
- (d) We meet the eligibility requirements as stated in RFP
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- (f) Except as stated in the IPMC & Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Resource Persons. We accept that the substitution of Key Resource Persons for reasons other than those stated in RFP may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet.

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

Name of Project Management Consultant: _____

In the Capacity of _____

Address: _____

Contact Information (Phone and e-mail): _____

FORM PRE-QUAL-2

b. COMPLIANCE SHEETFORMAT

(ALL SUPPORTING REQUIRED AS PER DATA SHEET)

SI No	Eligibility Criteria	Documentary Evidence	Compliance (Yes/No)	Evidence attached at Page No.
1.	The bidder should be a single Business Entity. (Any kind of consortium / JV is not allowed) For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 10 years in Business Consulting as of	Certificates of Registration/ Incorporation.		
2.	The bidder should have a minimal annual turnover of INR 50 Crores from Indian operations in business consulting services in each of the previous three financial years (FY 2016-17, 2017-18 and 2018-19)	Certificate from Statutory Auditors providing the turnover from business consulting / advisory services in India for the last 3years		
3.	The bidder should have positive net worth of INR 5 Crore from Indian operations in each of the previous three financial years (FY 2016-17, 2017-18 and 2018-19)	Certificate from Statutory Auditors for the last 3years		
4.	The bidder should have a minimum annual turnover of INR 10 Crores from Government consulting services in India in each of the last 3 financial years (FY 2016-17, 2017-18 and 2018-19)	Certificate from statutory auditor		
5.	Bidding firm should have more than 200 People in the Consulting/ Advisory division payroll	Self-certification from the HR Head or Authorized Signatory in the prescribed format		
6.	Experience of at least Four completed/ongoing Government Projects in Project Management with (Central/State Government Department /Agency or Donor funded project in India), in the last 3	For Ongoing project - Copy of Signed Contract For Completed project - Signed Copy of		

	years	Contract with Completion certificate issued by the client OR CA certificate stating full fees has been received OR Self- certification by Authorized signatory stating that project is completed to be submitted		
7.	The Bidder should have completed at least 2 Skill Development Project during the last 2 years, value > = INR 2 Cr, with any Central Govt./ State Govt./ NSDC/ State Skill Development Mission/ Multilateral Funding Agency, in India	Copy of Signed Contract with Completion certificate issued by the client OR CA certificate stating full fees has been received OR Self- certification by Authorized signatory stating that project is completed to be submitted		
8.	The Bidder should not have been blacklisted by Central / State Government / Departments / PSUs in India as on bid submission date.	Self- certification from the Authorized Signatory		

B. Technical Proposal – Standard Forms

a. Checklist for Required Forms

Required for Proposal(√)	Form	Description
√	TECH-1	Project Management Consultant's Organization and
√	TECH-1A	A. Project Management Consultant's Organization
√	TECH-1B	B. Project Management Consultant's Experience
√	TECH-2	Comments or Suggestions on the Terms of Reference
√	TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
√	TECH-4	Work Schedule and Planning for Deliverables
√	TECH-5	Team Composition, Key Resource persons Inputs, and attached Curriculum Vitae(CV)

b. Form TECH-1

PROJECT MANAGEMENT CONSULTANT'S ORGANIZATION AND EXPERIENCE

A brief description of the Project Management Consultant's organization and an outline of the recent experience of the Project Management Consultant that is most relevant to the assignment. The outline should indicate the names of the Project Management Consultant's Key Resources who participated, the duration of the assignment, the contract amount, and the Project Management Consultant's role/involvement.

A - Project Management Consultant's Organization (to be limited to 2 pages)

1. Provide here a brief description of the background and organization of your company/partnership firm.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Project Management Consultant's Experience

1. List only previous similar assignments successfully completed/ on-going in the last 5 years as specified in the Data Sheet (Please note that bids not responding to the above critical areas may be considered non responsive):
2. List only those assignments which are similar to the current assignment
3. The Project Management Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.
4. Format for Experience is as follows:-

Duration	Assignment name/& brief description of deliverables/outputs	Name of Client & Address	Approx. Contract value (in Rs equivalent)/ Amount paid to your firm	Role on the Assignment
e.g., Jan.2009- Apr.2010}	{e.g., “Improvement Quality of” designed master plan for rationalization of .. ;}	{e.g., Ministry of, country}	{e.g., R 1 crore} s	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan.2009- Apr.2010}	{e.g., “Improvement quality of” designed master plan for rationalization of .. ;}	{e.g., Ministry of, country}	{e.g., R 1 crore} s	{e.g., Lead partner in a JV A&B&C}

c. Form TECH-2

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

Form TECH-2: comments and suggestions on the Terms of Reference and any other provisions should be as per RFP guidelines only.

d. Form TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE AND UNDER HEADERS AS SPECIFIED IN THE DATA SHEET.

e. Form TECH-4

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

No.	Deliverables	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	n		
A-1	{e.g., Deliverable #1: Report A													
B-1	{e.g., Deliverable #2 :.....}													
C-1	{e.g., Deliverable #3 :.....}													
D-1	{e.g., Deliverable #4 :.....}													

1. List the deliverables with the breakdown for activities required to complete them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

f. Form TECH-5

{A brief description of the team composition, roles and responsibilities assignments and key resource persons inputs in terms of time needs to be highlighted}

CURRICULUM VITAE

1. Name						Photo of the Resource person
2. Position						
3. Date of Birth						
4. Education	From	To	University/ College Name	Degree	Specialization	Grades Normalized to 100%)
5. Employment Record	From	To	Company		Position Held	
6. Total Years of Experience						
7. Years of Experience Relevant to the proposed role						
8. Brief Profile						
9. Languages known with competency	Language	Read		Write		Speak
10. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned						
Name of assignment of project: Year: From: To: Location: Client: Main project features: Positions held: Activities performed:						

Name of assignment of project: Year: From: To: Location: Client: Main project features: Positions held: Activities performed:
List of Publications (if any)
<p>Certification</p> <p>I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Additionally, I also certify that I shall be available for the entire duration of the contract.</p> <p>Signature of staff member Date:</p>

SECTION 4

Financial Proposal – Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

To
The Managing Director,
Tamil Nadu Skill Development Corporation (TNSDC),
Integrated Employment Exchange Office Campus, 1st Floor,
Thiru.Vi.Ka Industrial Estate,
Guindy, Chennai – 600 032
Contact No.: 044 - 22500107
E-mail ID : pmctnsdc@gmail.com

Dear Sir,

Sub: Selection of Project Management Consultant for Tamil Nadu Skill Development Corporation (TNSDC)

1. We, the undersigned, offer to provide the consulting services for the above project in accordance with your offer letter no _____ dated _____. Our Financial Proposal is for the sum of Rs.....(_____) in Crores)(Amount in words and figure) exclusive of taxes.

2. The Breakup of Financial Proposal for period 12 months for SPMU and RPMU is given as below:-

Fee Component	Minimum & Mandatory resources required for Project	Total amount for 12 months in INR (Figures)	INR (Words)
State Project Unit	6		
Regional Project Unit	8		
Grand Total	14		

3. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. (Date)

4. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988.

5. The price is all inclusive of Travel, boarding & lodging, Insurance, ICT infrastructure, per-diem, communication expenses and any other out of pocket expense that we have to incur as part of the project.

6. We understand that you are not bound to accept any Proposal you receive and may

reject any or all proposal without assigning any reason for the same.

Yours Sincerely,

Authorise Signatory:

Name and Title of Signatory:

Name of Firm:

Location:

Date:

FIN-2 Financial Proposal Submission Form

Please fill the man-month rate inclusive of all taxes travel, boarding, lodging and any other allowance. TNSDC may use this rate-card for chargeable change request or for any other consulting/ advisory work that can be delivered by the Project Management Consultant. This rate-card will be valid for full term of the contract for 12 months.

Sl.No.	Name of the Post	Requirement	Per-Man Month (INR)
1.	Project Lead Manager All Programs Implemented and Monitoring	1	
2.	Manager (Finance, Procurement and Legal)	1	
3.	Manager (Special Initiatives and World Skills)	1	
4.	Manager (IT & MIS)	1	
5.	Manager (Advocacy, Mobilisation and outreach)	1	
6.	Manager (Training , Monitoring & Quality Assurance)	1	
7.	Regional Manager (Region)	4	
8.	MIS Analyst (Region)	4	

SECTION 5

TERMS OF REFERENCE

5.1: Background:

Vision 2023 – Skill 20 Million

The Tamil Nadu Vision 2023 document envisages training and skilling 20 million persons by 2023. TNSDC alone trains over 2 lakh candidates every year by collaboration with Training institutions and Industry partners linked skill development programs.

5.2: Training Skill Sectors:

TNSDC provides training in more than 30 sectors covering over 100 job roles as per the National Skill Qualification Framework (NSQF). The high growth/prominent sectors related to Tamil Nadu Skill development Corporation are listed below.

1. Health Care
2. IT/ITeS
3. Media & Entertainment
4. Automotive
5. BFSI
6. Textiles
7. Construction
8. Tourism & Hospitality
9. Telecom
10. Paints & Coatings

5.3. Scope of the Project Management Consultant

- Develop a Business Plan for TNSDC clearly outlining the physical and financial targets for TNSDC in the short and medium term.
- Develop a robust budgetary framework for TNSDC in alignment with the Skill Gap report
- Designing and development of comprehensive framework for monitoring of all the State and central skill development programs
- Performing the role of knowledge partner and provide technical help to the line departments/stakeholders in implementation of all the State and central skill development programs
- Assisting TNSDC & District administration in developing skilling ecosystem to enhance institutional mechanisms for skill development, increase capacity and ensure access to quality and market relevant training for youth across Tamil Nadu.
- Develop a convergence framework for all the skill development programs in the state.
- Coordinate with district administration, concerned line departments/stakeholders, collate the progress [Financial/physical] and report

submission [on all activity / parameters of State skill development programs and SANKALP to TNSDC.

- Monitoring of all skill development at state and district level with special focus on women, disadvantaged, and differently abled, vulnerable and marginal section of society.
- Assist TNSDC in review of sector skill gap study ,youth aspiration study and job market study and provide feedback for on-ground implementation.
- Conceptualization and implementation for building an effective pool of trainers and assessors.
- Planning and modification (if any) of district skill development plan in close coordination with district administration.
- Facilitation in organizing industry interfacing events, job fairs and advance training for student trained in TNSDC.
- Assist in building a framework for IEC plan in coordination with selected agency (if any) for skill ecosystem.
- Coordinate and support the monitoring activity of central team (from World bank/MSDE/NSDC/ all state skill development programs/SANKALP/ other stakeholders etc.)
- Coordination with sector skill council/ National Skill Qualification Committee/NCVET for development and approval of new job roles (for NSQF alignment) as identified through different studies.
- Capacity building of district skill resource persons and other staff by organizing training programs workshops and conferences.
- In house field surveys as per TNSDC requirement.
- Designing of recruitment, selection, induction system and other policies and SOP manuals of all the State skill development programs.
- Developing Evaluation framework for monitoring conduct of training programs and placements as per the broad skilling policy framework.
- Assist in Establishing Apex Skill Development Centre in various sectors initiated by Government of Tamil Nadu.
- Assist in facilitating a comprehensive Internet based MIS for the TNSDC for skill development management system.
- Assist in designing a well defined system in order to integrate all the skill development activities of the state (i.e. convergence of all the skills development initiated by the state) under TNSDC.
- Assist TNSDC in signing of MoU with lead industries for collaboration to start training centre for meeting the skill demand at all levels.
- Assist TNSDC in maintaining accounts and records for the expenditures incurred for the resources along with supporting documents, tracking expenditures by activity heads will provide assistance in preparing status of expenditures, compiling and preparing consolidated progress reports for the other related expenditures.
- Assist TNSDC in carrying out procurement function including release of advertisement, tender orders, managing Expression of Interest, RFP processes.

5.4. Structure of Project Management Consultant (PMC)

The Project Management Consultant (PMC) consists of One Project Lead Manager, Five (5) Managers at State level and with Four Regional Manager and Four MIS Analyst at Regional Level.

The PMC team will consist of 14 professionals as granted.

1.	Project Lead Manager (Project Head)	1	All Programs Implemented and Monitoring
2.	Manager	1	Finance and Legal
3.	Manager	1	Special Initiatives and World Skills
4.	Manager	1	IT & MIS
5.	Manager	1	Advocacy, Mobilisation and outreach
6.	Manager	1	Training , Monitoring & Quality Assurance
7.	Regional Manager	4	All Programs monitoring at Regional level
8.	MIS Analyst	4	Assist Regional Manager in collecting and consolidating the Skill Training report.

- The state PMC will be housed as TNSDC Head Quarters , Chennai
- The Regional Manager and MIS Analyst will be seated in the Regional Joint Director (Trg) office.
- The Project Management consultant will play an important role in designing implementing all the training programs of the TNSDC including SANKALP and other special Initiatives of TNSDC with respect to skill Development.

5.6 Review and Monitoring of the Assignment The performance of the PMC will be judged on the basis of work done against the agreed work plan. The PMC will prepare quarterly activity plans and share it with TNSDC. A joint monthly review mechanism will be put in place and represented by members of TNSDC and the PMC. The review of the progress and plan for future action will be decided therein. In case, TNSDC has any objection, related to assignment deliverables, it will inform the agency in writing. The PMC will comply with the recommendation made by TNSDC and accordingly complete the assignment at no additional cost.

5.7. Reporting

For all purposes the PMC will be reporting to TNSDC. It will generate Quarterly Progress Reports highlighting the accomplishment against the agreed operational plan.

5.8. Duration of the assignment the duration of the consultancy services will be 1(one) year.

SECTION 6

DELIVERABLES BY THE PROJECT MANAGEMENT CONSULTANT AND PAYMENT SCHEDULE

The Project Management Consultant shall put in place the following personnel in the time frame prescribed below:-

Name of the resource	Number of Persons	To be deployed by number of days from signing of the contract
Project Lead Manager –State level All Programs Implemented and Monitoring	1	15
Manager – State Level (Finance and Legal)	1	15
Manager – State Level (Special Initiatives and World Skills)	1	15
Manager –State Level (IT & MIS)	1	15
Manager – State Level Advocacy, Mobilization and outreach)	1	15
Manager –State Level (Training , Monitoring & Quality Assurance)	1	15
Regional Manager (Region : Chennai, Coimbatore, Madurai, Trichy)	4	15
MIS Analyst (Region)	4	15

Deliverable and Timelines

The date of signing of contract agreement maybe assumed as T=0

SI No	TASK	DELIVERABLE	TIMELINE	PAYMENT TERMS (As a percentage of Consulting Fee)
1.	Standard Operating Procedure Manual This should include 1.Standard Operating Procedure for all the schemes and activities carried out by TNSDC including designing EoI/RFP formats for Training Provider Empanelment.	Soft copy and 5 hard copies of the Manual. A draft will be first submitted to MD,TNSDC on approval of which the final Manual will be submitted	T+ 30 days	5% after acceptance of Final report

	<p>2. Annual Physical and Financial Targets and means to achieve it</p> <p>3.Tasks and Responsibilities of all staff to achieve the goals of TNSDC</p> <p>4. Key Performance Indicators to monitor outcomes</p> <p>5. Analysis of existing schemes</p> <p>6. Restructuring of TNSDC to achieve better outcomes.</p>			
2.	Create a framework and operationalize the same in capacity building of the District Skill Development Offices to effectively monitor and run skill development programs.	State Level workshop for all stakeholders to be conducted the form and content of which will be approved by TNSDC after finalization of the framework	T+45 days	5% upon successful completion of workshop
3.	WorldSkills: Action Plan to engage industries and other relevant stakeholders for creating World skills Innovation Hub in each district and selected educational institutions.	1. Preparation of SOP to conduct district and State Skill Summit. 2.Action Plan to train selected candidates at State level / for Regional / National level	T+ 45	5% on establishment of Worldskills Innovation hub in each district 2.5% on completion of SOP 2.5% on successful collaboration of MoU with Industry Partner for each skill.
4.	Knowledge Creation and Management 1.Preparing and maintaining a database of all-important and relevant studies, reports, etc 2. Preparing content for promotional and publicity material such as general or sector / department-specific presentations, brochures,	Mutually agreed upon content	Ongoing till end of contract	2.5% every quarter

	<p>marketing collaterals such as sector profiles, region profiles, , project profiles, info-graphics, newsletters, etc.</p> <p>3. Preparing content for digital and social media out-reach activities.</p> <p>4.Preparing and updating website content and support in website / mobile app design.</p> <p>5.Assisting TNSDC in media and public relations partners with relevant content for publicity</p>			
5.	Mobilization of eligible candidates ,Enrolment in training and post training placement tracking : Design and roll out innovative mobilization campaigns	2,00,000 lakh candidates to be mobilized and enrolled in TNSDC short term NSQF aligned skill programs	(T+1)ongoing year	2.5% for every 50,000 candidates
6.	Monitoring and up-dation of TNSDC portal and integration of Skill Registry with all relevant stakeholders	Engage and collaborate with all relevant stakeholders with the TNSDC portal	T+45 days	5%
7.	Design and roll out a framework to track and mobilize school/ITI/college drop outs and enrol them under skill development programs. Post Roll out continuous monitoring and Evaluation framework	The scheme should be rolled out in all 37 districts of Tamil Nadu	T+60 days	10% on successful rollout. Additional 5% at the end of one year subject to satisfactory outcomes measured in terms of enrolment and placements.
8.	Identification of Training Partners for District specific skills in traditional crafts and livelihoods.	Empanelment of quality Training Providers	T+30 days	3%

9	Identification of Training Providers for Differently Abled and convergence of activities between Differently Abled Department/Differently Abled cell of Employment Wing and TNSDC	Empanelment of quality Training Providers for differently Abled	T+30 days	3% Identification and empanelment of atleast 10 training providers exclusively for differently abled.
10.	Preparation of RFP to develop a Labour Market Information System(LMIS) for Tamil Nadu	Legally valid RFP in adherence to Tamil Nadu Tender Transparency, Act.	T+30 days	2%
11.	Handholding and technical support for development of LMIS	Development of LMIS and collaboration with all stakeholders.	(T+1 year) ongoing	4% at end of year.
12.	Develop an effective Tracking Mechanism for trained candidates	Functional TN Skill Registry with candidate tracking facility for 1 year	T+60 days	4%
13.	Handholding to establish and run Apex Skill Development Centres in 5 Sectors Automobile/Hospital and Health Care/ Transportation and Logistics/BFSI/ Construction and Infrastructure	Monitoring and Evaluation Framework for Apex Skill Development Centre	T+1 year	2% every quarter
14.	Partnerships and collaborations with industry for placement of Trained candidates	Empanelment of companies with Annual Turnover greater than 500 crore	T+1 year	2% for every quarter provided atleast 15 companies
15.	Designing and Handholding effective strategies and implementation plan for counselling guidance to women and marginalised communities to undertake skill development.	Enrolling such candidates for counselling guidance and campaigns	T+1 year	2% for atleast 5000 candidates i.e. women and Marginalised communities for every quarter.

The Project Head of the Program Management unit shall take a holistic view of all the tasks to be performed as mention in Key tasks & responsibilities of PMC and Scope of work. The Project Head in consultation with the TNSDC shall assign tasks / role as mentioned in proposed PMC Structure to individual resource persons. The tasks assigned shall be described in details and the deliverables of the tasks shall also be defined. The time frame for assigned tasks to each individual consultant shall also be defined. The TNSDC shall in consultation with Project Head will design a performance report form to be filled by every resource provided by the Project Management Consultant at the end of every month. The performance report shall indicate the tasks assigned to the resource on the basis of the tasks identified for every resources as per above role and responsibilities and the achievement of the person against the tasks assigned.

TNSDC shall carry out a review of the performance of each resource every month. TNSDC shall have the right to terminate the service of the resource person based on the performance review and shall direct the Project Management Consultant to replace the resource. The resource shall be replaced with 30 days of each termination. The replaced resource person shall have the same or higher qualification. TNSDC may also request the Project Management Consultant to replace a resource with a notice of 30 days if the monthly progress report of the resource if not found satisfactory. Failure tom replace the resource person under these circumstances shall lead to an imposition of penalty equivalent of 30% of the remuneration payable to the resource for the period the resource is not made available. Failure to provide resources as beyond a period of 60 days may also lead to the termination of this contract.

Appendix-I: Earnest Money Deposit and Performance Bank Guarantee Format

To
Managing Director,
Tamil Nadu Skill Development Corporation (TNSDC),
Integrated Employment Exchange Office Campus, 1st Floor,
Thiru.Vi.Ka Industrial Estate,
Guindy, Chennai – 600 032
Contact No.: 044 22500107
E-mail ID : pmctnsdc@gmail.com

WHEREAS _____ [Name and address of Project Management Consultant] (hereinafter called “the Project Management Consultants”) has undertaken, in pursuance of your Letter No. _____ dated _____ to provide the consultancy services to the Tamil Nadu Skill Development Corporation (TNSDC), Government of Tamil Nadu on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Project Management Consultants shall furnish you with a Bank Guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter;

AND WHEREAS we have agreed to give the Project Management Consultants such a Bank Guarantee;

NOW THEREOF whereby affirm that we are the Guarantor and responsible to you on behalf of the Project Management Consultants up to a total of _____ [amount of Guarantee]

[in words], such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show ground so reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Project Management Consultants shall in any way release us from any liability under this guarantee, and where by by waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Project Management Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee restricted to Rs. _____ (Rupee _____) and the guarantee shall remain valid till _____

Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for 12 months from the date of a foresaid letter and may be

extendable, if required.

Signature and Seal of the Guarantor	In presence of
	1. _____
Name and Designation: _____	(Name, Signature & Occupation)
(Name, Signature & Occupation)	
Name of the Bank:	2. _____
Address:	(Name, Signature & Occupation)
Date: _____	
Address: _____ _____ _____	

Appendix-II: Power of Attorney Format

POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

Know all men by these presents, _____ (Name of Company with registration number) do hereby irrevocably constitute, nominate, appoint and authorize _____ (Name of the person) and presently residing at _____ (Complete Address) who is presently employed with us and holding the position of _____ (Title/Designation), as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] for providing _____ (Title of the project) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/responses to Tamil Nadu Skill Development Corporation, GOVT OF TAMIL NADU, representing us in all matters before the Tamil Nadu Skill Development Corporation, GOVT OF Tamil Nadu, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with to Tamil Nadu Skill Development Corporation, GOVT OF TAMIL NADU, in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with to Tamil Nadu Skill Development Corporation, GOVT OF TAMIL NADU.

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 our said Attorney/ pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ (NAME OF THE COMPANY) THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DD/MM/YYYY

This Power of Attorney shall be effective, binding, and operative till DD/MM/YYYY if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier

I accept,

Name:

Title:

Date:

Place:

Witness:

APPENDIX - III
STANDARD FORM OF CONTRACT CONTRACT for PROJECT
MANAGEMENTCONSULTANT

Project Name: ENGAGEMENT OF PROJECT MANAGEMENT CONSULTANT FOR
Tamil Nadu Skill Development Corporation, GOVT OF TAMIL NADU

CONTRACT FILE NO. _____

BETWEEN

THE MANAGING DIRECTOR

TAMIL NADU SKILL DEVELOPMENT CORPORATION
INTEGRATED EMPLOYMENT OFFICE BUILDING 1ST FLOOR,
GUINDY, CHENNAI – 32.
EMAIL : pmctnsdc@gmail.com
AND

(Name of the Project Management Consultant)

Dated:

Form of Contract

This CONTRACT (hereinafter called the “Contract for Project Management Consultant”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, MISSION DIRECTOR, Tamil Nadu Skill Development Corporation, Government of Tamil Nadu. (Hereinafter called the “Client”) and, on the other hand, *[name of Project Management Consultant]* (hereinafter called the “Project Management Consultant”).

WHEREAS

- (a) The Client has requested the Project Management Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) The Project Management Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The Instructions to Bidders (As per the Section 2 of RFP)
- (b) The Payment Terms as per the Section 6 of RFP
- (c) Appendices:

Appendix A: Terms of Reference as per RFP section 5

Appendix B: Key Resource Persons as per TECH 5

Appendix C: Approach, Methodology, Work Plan, Deliverables as per TECH 3&4

Appendix D: Breakdown of Contract Price as per FIN 1 and FIN2

Appendix E: Form of Advance Payments Guarantee
(copy of the PBG in the format given in Appendix I)

2. The mutual rights and obligations of the Client and the Project Management Consultant shall be as set forth in the Contract, in particular:
 - (a) The Project Management Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Project Management Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of

Name :

Signature:

Managing Director
Tamil Nadu Skill Development Corporation

For and behalf of the Project Management Consultant

Name :

(Only authorized representative of PMC should sign)

Signature:

Name of the PMC