

EXPRESSION OF INTEREST

(EOI)

EOI NO.

PSDM _____

DATE

Empanelment of Migration Support Center
Providers
For
Punjab Skill Development Mission



Punjab Skill Development Mission
SCONo.149-152, 2nd Floor, Sector 17 C, Chandigarh
Tel. 0172-2720152,2724154

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Punjab Skill Development Mission hereinafter referred to as PSDM, 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.

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 PSDM, their employees or advisors 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.

PSDM, their employees and advisors 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.

PSDM may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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Punjab Skill Development Mission has been constituted in line with National Skill Development Policy. The Governor of Punjab through its notification dated 2nd September, 2014 has constituted Punjab Skill Development Mission. The Mission is a single point of contact within the Government to formulate and steer skill development schemes across the Department. PSDM acts as an integrated mission which combines the efforts of various State Departments in achieving the skill development target of the State. The primary objective of Punjab Skill Development Mission is to enable a large number of youth to take up industry-relevant skill training that will improve their theoretical as well as practical knowledge and help them in securing a better livelihood by bringing necessary synergy, oversight and effective coordination. Punjab Skill Development Mission is bridging the gap between the skilled people required in Industry and the unemployed youth by ensuring that the right candidate with passion for a particular job chooses the right course according to his/her academic background, aptitude and skill-set.

Punjab Skill Development Mission has been providing free skill development training to the youth across all the Districts of Punjab both in the urban and rural areas. Punjab Skill Development Mission (PSDM) (www.psdm.gov.in) is the nodal agency in the state of Punjab to ensure organization of skill training programs for the rural and urban youth through nationally accredited training partners.

It integrates the efforts of various departments, public and private stakeholders engaged in skilling the youth of the state through numerous skill development schemes such as DDU-GKY, NULM, Punjab Heritage and Tourism Promotion Board, PMKVY-II, etc. and brings necessary scale, synergy, oversight and effective coordination in their implementation. PSDM facilitates and monitors mobilization of eligible candidates at the grassroots level through empanelled training partners to participate in employment led and industry vetted hands-on skill training programs. The Mission also encourages and ensures organization of Kaushal-cum-Rozgar Melas and alumni meets from time to time in coordination with various stakeholders.

Invitation to bid

With a view to strengthen the migration support services for the migrant youth from Punjab under the **PSDM's** skill development programs, it is proposed to empanel services of reputed, professional and competent Migration Support Center Providers (MSCPs).

This RFP is being offered to those agencies / companies meeting the requirements of requisite skills and expertise in the above mentioned area for providing Migration Support Services (MSS). Such agencies/companies are expected to establish and operate the MSCs on a turnkey model BOT or BOO model. The MSCPs should also provide infrastructure, services, resources/manpower for the Migration Support Centers (MSCs).

Interested agencies are advised to study this RFP document carefully before submitting

their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been made after careful study and examination of this document with full understanding of its terms, conditions and implications.

Interested agencies may download the RFP document from the website www.psdm.gov.in

All proposals submitted in response to the RFP document must be accompanied by a Bid Security of Rs. 50,000/- (Rs Fifty thousand only) in the form of a bank guarantee as per the format prescribed in this RFP document.

Any subsequent corrigenda / clarifications will be made available on www.psdm.gov.in
The empanelment process of agencies will be a three stage process comprising of - Pre-qualification, Technical and Financial qualification and shall be done as per method and procedures described in this RFP.

PSDM invites proposals from the organizations to provide the services as per the Scope of Work and Terms & Conditions mentioned in this RFP.

Key Events and Dates

S. No.	Particular	Details
1	e-Tender No.	PSDM/RFP/ /2019_____
2	Name of the work	RFP for Migration Support Centres
3	Name of the issuer of this tender	Punjab Skill Development Mission
4	Date of issue of tender document	18.09.20
5	Date of sending pre – bid queries by email	27.09.20
6	Pre bid	Pre bid queries can be submitted via email on or before 27.09.2020
7	Publishing of pre bid queries response	02.10.2020
8	Last date for submission of bids	08.10.2020
9	Last Date for Submission of EMD and Tender fees	08.10.2020
10	Date of Opening of Bids	14.10.2020
11	Technical presentation	Date shall be communicated by PSDM
12	Date of Commercial Bid Opening	Date shall be communicated by PSDM
13	Place of Submission of EMD, Tender Fees & Opening of Bids.	The submission of EMD, Tender Fee and application will be online through e-procurement only
14	Address of Communication	Punjab Skill Development Mission SCO 149-152, 2 nd Floor, Sector 17-C, Chandigarh Pincode: 160017
15	Cost of Tender Document	INR 5,000 (Non refundable)
16	Earnest Money Deposit (EMD)	INR 1,00,000
17	Validity of Proposal	
18	Tender Processing fee	INR 25,000/-(Non refundable)

Important Notes:

- The RFP is to be submitted within the stipulated time on the date specified above.
- Conditional RFPs shall be summarily rejected.
- PSDM 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.
- Contact person for communication: - Mr. Rajesh Kumar Manager (TP)
Email Rajesh.psdm@gmail.com, (M) 7986032539
- In case any bidder fails to submit the tender cost and Earnest Money with the bid, the Technical Bid of the bidder shall not be opened. The EMD is payable online only .*

Mission Director

Punjab Skill Development Mission

3.

Overview of Migration Support Centers

3.1 Background –Migration and Migration Support

India has a large migrant Hostel population as evident in many major cities, states and industrial centers of the country. These cities and industrial centers have a large demand for skills and skilled manpower. Spurred by the need for steady job and income and to fulfil their career aspirations, many of poor rural migrate to cities where they often face an unfamiliar territory, social and economic challenges such as higher costs of living, shelter, access to services. These adaptation challenges become difficult to cope with leading to poor job retention, inability to integrate and unfulfilled aspirations. The candidates trained under various skill scheme of PSDM have to leave their native places for jobs. They migrate out of districts/state and some time out of state for better job opportunities. The difficulties of adjustment often lead the migrant candidates to return to their native place thus nullifying the effort put in skilling, placement and job retention.

3.2 Problems and challenges faced by workers

In order to resolve the above issues , PSDM is keen to setup migration support centres at various locations. The detail of key challenges faced by migrant workers is illustrated below:

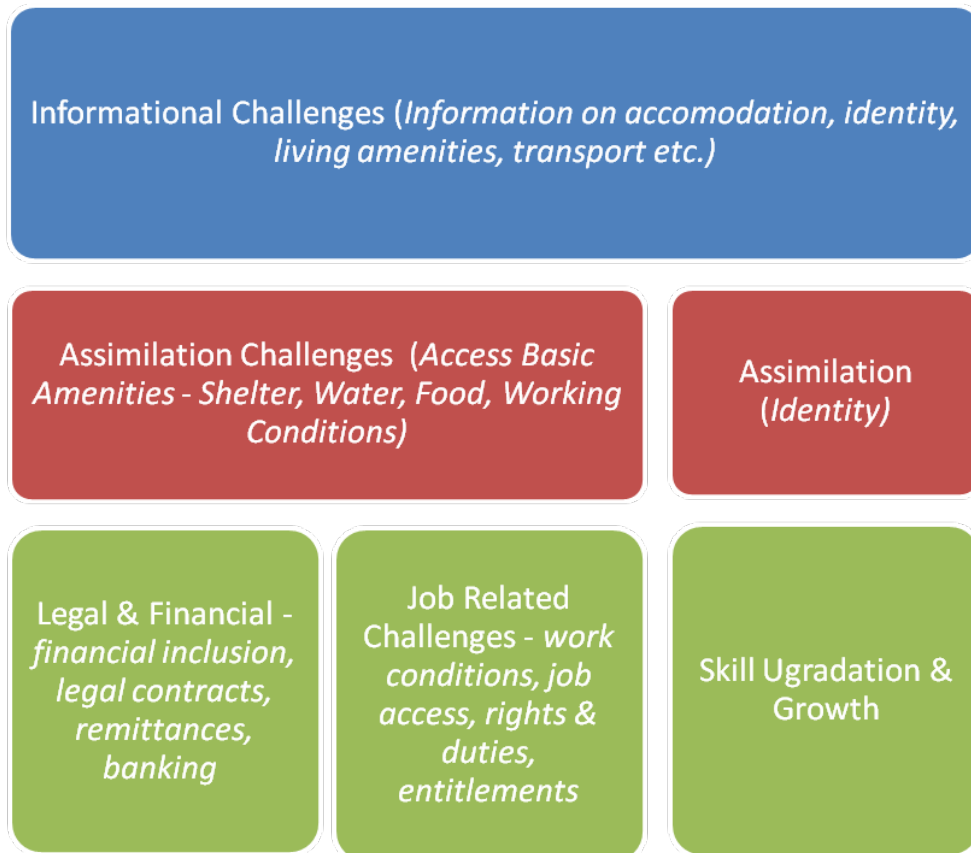


Figure 1: Key Challenges faced by Migrant Workers and Families

- **Informational Challenges** - Lack of information with respect to various aspects of living effectively and struggle to navigate their course in the city
- **Identity Challenge** - In the cities, establishing one's identity is an enormous problem for migrant workers. Lack of a verifiable proof of identity also bars them from accessing basic facilities such as rental accommodation.
- **Access to Basic Amenities** - The cities which use the Hostel of migrants, deny them basic services

such as shelter, sanitation and access to water. Bad working and living conditions takes a toll on their health causing serious health hazards.

- *Access to Financial Services* - Their access to banking and financial services is compromised as they are unable to produce the required proof of identity and residence at a new location.
- *Access to Job Related Services* - Their lack of access to urban or local Hostel markets in the city or industrial belt restricts their ability to find suitable jobs in case of loss of job or need for growth in career and income. As a result, they are forced to continue in their current jobs or return to their native environments. This results in greater problems subsequently as their home villages may or may not have any avenues for use of their skills which often leads to growth in poverty. Also the informal economy thrives on the inability of migrant workers to demand decent work conditions or find other jobs. Most migrants earn subsistence wages and are prone to payment frauds, abuse and accidents. They are engaged in risky, hazardous occupations but rarely have access to welfare benefits such as insurance or pension.
- *Access to Skill up gradation services* - Migrants also are unable to identify or obtain further skilling or educational opportunities which restrict their personal and professional growth over time. This lack of career progression builds further frustration and often results in untimely return to native place.
- *Access to Welfare Services* - Migrants lose access to basic welfare entitlements such as subsidized food (PDS), health benefits etc. with a change in location. In families moving as a unit, children suffer most as their access to education and basic healthcare is severely affected.

4. Scope of Work

4.1 Overview of the Scope of Work

The primary objective of this RFP is the empanelment of Migration Support Centre Providers who will setup/ establish the MSCs as per the norms and guidelines of PSDM and operate and maintain the same till the end of the contract period. The role of the MSCs, as detailed in this RFP is primarily for post-placement support services for PSDM alumni and related monitoring feedback to State and its stakeholders. the clientele shall be from PSDM and residential support shall have to be exclusive for PSDM trainees/skilled youth only.

The role of MSCs under this RFP is that of a service provider.

4.1.1 Physical Infrastructure

The overall space for the MSC may be planned as minimum 1500 to 3000 sq. ft. The major elements of the infrastructure (suggestive) are as follows. The MSCP could also plan to progressively enhance and upscale the facilities as well:

4.1.1.1 Dormitory facilities:

City	Gender wise facility	Capacity	Minimum stay (Days)	Eligible candidates
Ludhiana	(1) Male (1) Female	50 totals (25 each)	15 days	Students of all skill training schemes
Mohali	(1) Male (1) Female	Total 50 (25 each)	15 days	As above

Dorm for above specified number of occupants (separate and isolated for male & female) as transit accommodation with separate bedding and storage space for everyone, that can be used as the first destination for incoming migrant rural /urban youth trained by PSDM for an initial period of 15 days. Per occupant space provided would be 25 Sq. Ft. On every 100 Sq. Ft. there should be a fan and tube light. There should be provision of fresh air ventilation and light.

- 4.1.1.2 A common room **with 42” LED TV** – that can be used as a Conference Hall or Multi-purpose Hall when facilitating interactions with employers or other stakeholders.
- 4.1.1.3 Two rooms – one to serve as the Office / Reception space for workers/ Counselling room / Interview room with adequate seating for 4 and a Guest room can be used by the Training Provider (TP)/PSDM Representative during night-halts on payable basis, subject to availability. Guest room should consist of two single bed with coir mattresses and attached toilet.
- 4.1.1.4 Biometric attendance system
- 4.1.1.5 Power backup.
- 4.1.1.6 Kitchen to arrange /facilitate three-time meal per candidate, the cost of meal will be borne by concerned training partner whose alumni are staying in the MSC.
- 4.1.1.7 04 toilets cum bathrooms (separate for men and women) for a minimum of 25 numbers – Min. 30 Sq. Ft. each
- 4.1.1.8 The centre and rooms should be disabled friendly to the extent feasible
- 4.1.1.9 Safe drinking water facility – RO+UV and Refrigerator
- 4.1.1.10 Dustbin with disposable bags in every room
- 4.1.1.11 24X7 Security Guard
- 4.1.1.12 CCTV Camera in common areas and entrance

- 4.1.1.13 Centre should be near industrial area
- 4.1.1.14 Water and electricity is to be borne by agency

Key considerations of MSC:

1. Approachability & Accessibility – The MSC should be conveniently located where it is easy for workers to reach preferably close to public spot e.g. bus stand/ station/ market/ work site. The MSC closing/ opening times shall be as per the convenience of migrant candidates, matching Duty / Work time.
2. The basic services of MSC will be providing lodging & boarding and counseling services to migrant trainees taking up placements for their better retention in jobs
3. The MSC should maintain one land line number dedicated for queries.

4.1.2.2 PPS Housing and Accommodation Services

The MSC shall provide the following basic amenities services. PSDM will pay for these services:

1. Initial Accommodation – Provide accommodation for a defined period (15 Days) to support the migrant workers coming in for work
2. The MSC shall tie-up, where required, with housing / rental / other service providers to access suitable services.
3. The MSC shall also tie up with individuals to help PSDM alumni access food services, as is required by them after initial accommodation.
4. The MSC shall keep records of all referrals for housing and accommodation services.

These services will be carried under Centre Head's supervision.

4.1.2.3 PPS Identity Services

The MSC may provide the following services with respect to identity services, if applicable. PSDM alumni are expected to have Aadhar ID cards.

1. Registration service & Photo ID services – Provide registration of migrant workers, registering their details in the system and generating a photo ID signed by appropriate authority.
2. Enable Stakeholder support - The registration and Photo ID service requires the support of local Government officers like the District Hostel Officer (DHO), Block Development Officer (BDO), SDM etc. in order to authenticate the ID card. The MSC, , shall co-opt the support of relevant authorities to support identity generation and validation.

These services will be carried under Centre Head's supervision.

4.1.2.4 PPS MIS Services

The MSCs must:

1. The MSCP shall maintain case file document on each migrant attached to the centre.
2. Regular attendance record of each candidate is to be maintained.
3. **Counseling needs assessment & Work Counseling** – Provide preventive counseling services to reduce drop-out rates.

4.2 Overview of the Scope of Work

Sl. No.	Stakeholder	Roles & Responsibilities
1	MSC	<ul style="list-style-type: none"> a. Establish and operate the MSC as per the defined scope of PSDM and as per this RFP in alignment with the MSC Reference Framework document. b. Run the MSCs, providing defined services as per the service charges c. Record, maintain and provide complete MIS reporting data to stakeholders d. update PSDM on regular basis about candidates attendance and any other information as demanded time to time
2.	PSDM	<ul style="list-style-type: none"> a. Preparation of Framework for the establishment and operations of the Migration Support Centers b. Provide support cost for MSC c. Time to time feedback for better quality d. Perform monitoring, evaluation and assessment of MSCs
3.	Migrant youth	<ul style="list-style-type: none"> a. Constitute the primary population and beneficiary of the services of the MSC b. Migrant youth should be trained under PSDM skilling Program. c. He/ she will adhere to all the discipline and rules of MSC.
5.	Training Partners	<ul style="list-style-type: none"> a. Actively engage with the MSCs, candidates and PSDM to provide information. b. Be the source of the trained PSDM alumni/ rural youth and provide relevant data and MIS regarding the migrant rural youth aimed at the respective destination, thereby empowering the MSC with its initial population c. Provide Post-Placement Tracking derived information inputs that call for subsequent actions like qualitative research on the work and quality of life of alumni, engagement with employers on specific causes like the issuance of salary slips or Joint Salary Certificate, dispute resolutions between alumni and employers etc. d. Provide regular and timely information on significant issues like loss of track or contact, loss of job etc. e. Support MSCs in all activities as mandated by the PSDM

4.3 Period of Empanelment

The MSCP shall be empanelled for a period of one year from the date of signing of the agreement which may be further extended based on the performance of the MSCP. PSDM shall have the right to perform audits, random checks and perform other due diligence to evaluate the performance of the MSCP.

4.4 Resource Requirements

A fully functional MSC may be manned by a team of three (4) persons for the initial Core services. The full-time **Administrative team shall include a 'Center coordinator',/Centre Head/Warden, 'Office assistant' / housekeeping persons, sweepers and one security guard**

The services of medical specialist may be available on – call basis in case of emergency.

The Centre coordinator/ Warden (Female in case of MSC for women) would be in-charge of the coordination of all activities as well as reporting of work. He/ She will be assisted by an associate coordinator, who would look after immediate supervision of field activities, the MIS and documentation at the center.

For the overall strategic guidance to the project the center team would require inputs from the head and senior management of the implementing organization.

Team Structure



Project Appraisal Committee A Project Appraisal Committee (PAC) will be constituted of senior officials of PSDM. The PAC will regularly review the assessment outcomes and provide feedback to improve the quality of the assessment tool. Structure of the committee will be as under:-

1. DGM (F) PSDM
2. PC (L)
3. PC (A)
4. Manager MIS
5. Manager IEC & Branding
6. Manager Training Providers

The Technical and Financial evaluation will be conducted by Project Appraisal Committee

Qualifications of Key Resources

The tasks assigned for various positions are as follows:

The following table presents the key roles and responsibilities of the various positions highlighted in the Team Structure, including the qualification criteria for each position holders.

Designation	Key Roles & Responsibilities	Qualification
Centre Coordinator(Female in case of MSC for women)	<ul style="list-style-type: none"> • Management, coordination, and operationalization of the Centre’s activities • Formulation of plans and targets for the team and their supervision • Liaison with local stakeholders in the Government, local authority, employers, banks, hospitals, etc. • Liaison with external support agencies, other partners and other centres • Periodic (monthly, half-yearly, annually) reporting of Centre’s activities to senior management/ external support agencies (if any) • Undertaking household listing exercise and surveys, research studies, impact assessment, and report writing • Organizing monthly team meetings and regular reflection workshops • Organizing capacity building activities for different team members, as well as beneficiaries • Engage with external resources and vendors to deliver key services 	<p>Educational Qualifications: Post-Graduate desirable; At least a graduate in Sociology, Social Work, Management, other relevant fields, with 5-8 Years of relevant work experience</p> <p>Technical Skills/Aptitude: Adept at using MS Office , team management, planning, reporting, advocacy and liaison skills and familiarity with research, two-wheeler driving</p>
Office Assistant	<ul style="list-style-type: none"> • Management of office - its furniture and assets and daily cleanliness • Receiving workers and other guests visiting the centre • Providing requisite hospitality support - cooking, preparation of tea, serving water, etc. 	<p>Educational Qualifications: Matric</p> <p>Able to read and write well, manage basic communication</p>
Cleaning Staff	Cleaning	8 th pass and able to speak local language
Security Guard	Keeping a watch and ensure safety and security in MSC	10 th pass and able to speak local language

4.6 Project Location

Given below is the list of preferred destinations to setup MSCs basis current migration trends. Further new locations can be added as per demand and empaneled agency(s) will be given the first right to choose.

Ludhiana, Mohali,

Interested parties need to bid for few or all locations. The MSC will be opened and operated in phases in the different employment hubs, as stated above.

4.7 Payment Terms

The MSC shall be paid on a quarterly basis by the state SSDM based on AADHAR based biometric attendance in the entry as per the agreed upon contract. There will be an annual hike of 5% or based upon Annual WPI index released by Ministry of Commerce & Industry, Government of India (whichever is lower) on price quote per bed/day.

PSDM will mediate between training partners and MSC to maintain Minimum occupancy per month for a period of initial 6 months. The minimum commitments thereof shall be agreed upon basis of performance and mutual discussions.

MSC running cost would be quarterly basis on final agreed price. The performance standards will be defined during contract finalization.

4.8 Penalty Clause

During any month if the average feedback score against Basic Services (Lodging, Boarding & Counseling) remains unsatisfactory then a penalty of 5% **for that month's/quarterly payout will be levied** and a period of 30 days shall be provided to make corrective measures as suggested by PSDM. In case of failure to implement the corrective measures within the stipulated period, immediate termination of contract shall be initiated basis PSDM review of operations.

4.9 Termination

Both the parties shall be entitled to terminate the agreement at any time by giving sixty (60) days prior written notice.

4.11 Schedule of Payment

The Payment will be done as per the achievement of output parameters. The payout terms and conditions are subject to change, if deemed necessary by PSDM at any stage

Tranche pay-out to PIA

Tranche	% of total cost per candidate	Output parameters
I	20%	a) Bank guarantee of 6.25% of total value of work allocated is mandatory before release of 1 st Tranche of 20% b) Submission of detailed action plan c) Submission of copies of Layout plan. d) Submission of joining staff Submission of copies of ownership/lease of proposed sites
II	20%	a. Approval of established setup by Project Appraisal Committee (PAC) committee as per specifications
iii	30%	Occupancy of MSC as per guidelines, In case of less than 60% occupancy the payment will released on pro rata basis.
iv	30%	b. On successful completion of operations and acceptance/satisfactory report of the work assigned by PSDM

Note: Pay-out will be done strictly as per the prevailing guidelines at the time of project.

Section 5: Instructions to Bidders

5.1 General Guidelines

The instructions for submitting proposals in response to the RFP are mentioned below:

1. The proposals submitted in response to this RFP, and all associated correspondence shall be written in English and shall conform to the forms pre-qualification, the technical proposals and the financial proposals as prescribed in **Annexure 1**. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the proposal.
2. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals submitted online on prior to the closing time and date for receipt of proposals, shall be taken as valid.
3. The Proposals submitted should be concise and contain only relevant information as required under this RFP document.
4. The Companies / agencies submitting their proposals would be responsible for all of its expenses, costs and risks incurred towards preparation and submission of their proposals, attending any pre-proposal meeting and visiting the site or any other location in connection therewith. PSDM shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.

5.2 Corrupt, Fraudulent and Collusive Practices

It is PSDM's policy to require that the firms observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, PSDM defines, for the purposes of this provision, the terms set forth below as follows:

1. **"Corrupt practice"** means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the selection process or in contract execution; and **"Fraudulent practice"** means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to PSDM, and includes collusive practices among firms (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive PSDM of the benefits of free and open competition.
2. PSDM will reject a proposal for award if it determines that the agency recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
3. PSDM will declare an agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the agency has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
4. PSDM shall have the right to terminate the contract of any agency if any employee or sub-contractor of the agency is found to violate any terms of the contract including participation in collusion, fraud, misrepresentation, mis-guidance or any action detrimental to the empanelment process or to PSDM.

5.3 Validity of proposal submitted

The proposals submitted by the Companies/agencies shall remain valid for a period of 180 after the closing date (deadline) for submission of proposals prescribed in this document. A

Proposal valid for shorter period may be rejected as non-responsive. PSDM may solicit the **respondents' consent to an extension of RFP validity (but without the modification in their Proposal)**.

5.4 Clarification on proposal submitted

During evaluation, PSDM may, at its discretion, ask the respondents for clarifications on their proposals. The Companies/agencies are required to respond within the time frame prescribed by PSDM.

5.5 Amendments to RFP document

At any time prior to deadline for submission of proposals, PSDM may for any reason, modify the RFP document. The prospective respondents having received the RFP document shall be notified of the amendments through website and such amendments shall be binding on them.

5.6 Disqualification

PSDM may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the agency:

1. Submitted the proposal after the response deadline;
2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
4. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
5. Failed to provide clarifications related thereto, when sought;
6. Submitted more than one proposal;
7. Has been blacklisted by any Central / State Government (incl. its department/agency) or was declared ineligible by the Government of India/SSMs/SRLMs/SSDMs for corrupt and fraudulent practices.

5.7 Performance Bank Guarantee

Within 21 days of the selected Companies being intimated about their empanelment they are to submit a Performance Bank Guarantee for 6.25% of work order in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) from any Scheduled Indian Bank and valid for three years from the date of empanelment and any applicable extension periods as may be mutually accepted.

The Earnest Money Deposit submitted as security will be discharged after the receipt of this Performance Bank Guarantee from the agency selected for empanelment. For others it would be returned after the completion of the empanelment process.

5.9 Disclaimer

Proposals received late will not be considered and will be returned unopened to the respondents. PSDM reserves the right to (a) reject any / all proposals without assigning any reasons thereof, b) relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of PSDM, Govt. of Punjab and the objective of the scheme without assigning any reasons thereof and c) include any other item in the scope of work at any time after consultation in the pre-proposal meeting or otherwise.

5.10 Other terms & conditions

1. The selected MSCP will be fully and completely responsible to the PSDM for all the deliverables.
2. The interested bidders shall furnish an affirmative statement as to the existence of, absence of, actual or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with the PSDM. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.
3. PSDM requires that the agencies should provide professional, objective, and impartial advice and at all times hold the interests of the PSDM paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
4. PSDM reserves the right to accept or reject any bid, to annul the entire bid process or reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder(s) the grounds for such decision. PSDM also reserves the right to negotiate with the successful bidder if necessary.
5. PSDM will manage the project and the proposed resources shall report to the designated Officer. Other teams / committees / stakeholders will work in close proximity with the selected firms to oversee the deliverables of the project.
6. In case any of the proposed resources are found to be not performing or not meeting the expectations of the PSDM, the firms shall find a replacement for the resource. PSDM will evaluate the replacement profile and indicate the acceptance / rejection of the profile.
7. PSDM reserves the right to terminate the contract by giving a notice of 60 days if the performance of the agency is not found satisfactory. The agency shall be given a period of thirty days to cure the breach or fulfill the contractual obligations, failing which PSDM shall notify the bidder in writing of the exercise of its right to receive such

Compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default
8. The agency to be selected through this bid process will provide deliverables as indicated in this document. The agency should note that as a part of requirement for this assignment the agency will share with PSDM all intermediate documents, drafts, reports and any other item related to this assignment. No work products, methodology or any other methods used by the agency should be deemed as proprietary and non-shareable with PSDM by the agency.

9. No part of this document including the Annexure can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of PSDM except to the extent required for submitting bid. The information contained in this document is only disclosed for the purposes of enabling you to submit a proposal for PSDM – Empanelment of MSCP. This document should not therefore be used for any other purpose. This document contains proprietary information furnished for evaluation purposes only; except with the written permission of the PSDM, such information may not be published, disclosed, or used for any other purpose. You acknowledge and agree that this document and all portions thereof, including, but not limited to, any copyright, trade secret and other intellectual property rights relating thereto, are and at all times shall remain the sole property of PSDM. The title and full ownership rights in the information contained herein and all portions thereof are reserved to and at all times shall remain with PSDM. Bidders must agree to take utmost care in protecting the proprietary and confidential nature of the information contained herein.
10. If at any stage of the tendering process or during the currency of the agreement, any suppression / misrepresentation of such information is brought to the knowledge of PSDM, then the Department will have right to reject the bid or terminate the agreement, as the case may be, without any compensation to the bidder.
11. The bidder shall be deemed to have complied with all clauses in this RFP. Evaluation shall be carried out on the information available in the bid.
12. No bid above INR 30 lakh per MSC will be accepted

5.11 Conditions of empanelment contract

The operating clauses would emerge from the technical and financial processes finalized with the Empanelled Training Agencies selected for the project. In addition, the empanelment contract will inter-alia includes the following terms:

5.11.1. Definitions

In the Empanelment Contract, the following terms shall be interpreted as indicated:

“PSDM” means the Punjab Skill Development Mission (PSDM), Government of Punjab; or any other authorized representative of the PSDM.

The “Contract” means the empanelment agreement entered into between PSDM and the EMPANELLED agency as recorded in the Contract Form signed by the PSDM and the EMPANELLED agency, including all attachments and annexure thereto and all documents incorporated by reference therein.

5.11.2. Payment Terms and Schedule

The payment terms are explained in the Payment Terms – Section 4.11

5.12 Commercial Terms

PSDM will release the payment within 30 days of submission of invoice subject to invoice and all supporting documents being in order. The supporting documents should also mandatorily entail acceptance of the stipulated deliverable within the accepted timelines.

5.12.1. Indemnification:

The agency shall indemnify PSDM against all third party claims arising out of a court order or arbitration award for infringement of patent, trademark/ copy right arising from the use of the supplied services or any part thereof. Either party will accept liability without limit (1) for death or personal injury caused to the order party by its negligence or the negligence of its employees acting in the course of their employment; (2) any other liability which by law either party cannot exclude. This does not in any way confer greater rights than what either party would otherwise have at law.

1. The Work Order does not contemplate any consequential, indirect, lost profit, claim for tort or similar damages of any form to be paid by the agency to PSDM /Punjab government or any other organizations
2. Notwithstanding anything to the contrary contained in the Work Order, in no event will the agency be liable to PSDM, whether a claim be in tort, contract or otherwise;
(a) for any amount in excess of 100% of the total professional fees payable for the respective Project
3. No action regardless of form, arising out of this Contract, may be brought by either party; more than one year after the cause of action has accrued.

5.12.2. Progress of the Project

Monthly submission of progress and operational reports are to be submitted to the PSDM.

5.12.3. Confidentiality

1. Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties
 - i. These restrictions will not apply to any information which:
 - ii. is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or is acquired from a third party who owes no obligation of confidential in respect of the information; or
2. Notwithstanding Clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub- Clause (ii) (and without branching any legal or regulatory requirement) where reasonably practicable not less than **5 business days' notice in writing is first given to the other party.**

3. Without prejudice to the foregoing provision of this Clause above agency may cite the performance of the services to clients and projective clients as an indication of its experience
4. The agency shall not, without PSDM prior written consent, disclose the commercial terms of this work order to any person other than a person employed by the agency in the performance of the work order
5. The clause on Confidentiality shall be valid for a further period of two years from the date of expiry or termination of the assignment, whichever is earlier.

5.12.4. Liquidated Damages

Due to negligence of act of the agency, if PSDM suffers losses, damages the quantification of which may be difficult, and hence the amount not exceed performance bank guarantee and any OPEs / payables, shall be construed as reasonable estimate of the damages and agency agrees to pay such liquidated damages, as defined hereunder as per the provisions of this agreement.

5.12.5. Limitation of Liability

The entire and collective liability of the selected agency arising out of or relating to this empanelment, including without limitation on account of performance or nonperformance of obligations, regardless of the form of the cause of action, whether in contract, tort (including negligence), statute, or otherwise, shall in no event exceed the total performance bank guarantee and any OPEs/ payables.

5.13 Miscellaneous terms & condition

- a) The end product of the work assignment carried out by the agency, in any form, will be the sole property of PSDM
- b) The agency shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional training standard recognized by national / international professional bodies and shall observe sound management practice. It shall employ appropriate and safe and effective methods. The agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to PSDM and shall at all times, support and safeguard PSDM /Punjab's **legitimate** interests.
- c) The agency agrees with PSDM for honoring all aspects of fair trade practices in executing the work orders placed by PSDM.
- d) In the event the agency or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with PSDM, should be passed on the compliance by the new company new Division in the negotiation for their transfer.

5.13.1. Force Majeure

1. Force majeure clause shall mean and be limited to the following in the execution of the contract placed by PSDM:

- i. War / hostilities
- ii. Riot or Civil commotion
- iii. Earth quake, flood, tempest, lightning or other natural physical disaster²²

- iv. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agency, which prevent or delay the executive of the order by the agency
2. The agency shall advise PSDM in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, PSDM reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason, subject to the provision of clause mentioned.

5.13.2. Dispute resolution

1. In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same shall be referred to MD, PSDM, Govt. of Punjab for final decision and the same shall be binding on all parties.
2. Any other terms and conditions, mutually agreed prior to finalization of the order / agreement shall be binding on the Consulting Firms.

5.13.3. Applicable Law

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

5.13.4 EMD/Refund of EMD/ Bid Security and Submission of BG

1. The Bidder will deposit Earnest Money Deposit (EMD) of Rs 50,000/- (fifty thousand only)
2. The Earnest Money Deposit (EMD) will be refunded as follows.
 - i) In the case of those bidders who fail to pre-qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued immediately thereafter.
 - ii) In the case of those bidders whose technical bids do not qualify, the EMD will be refunded without any interest accrued within one month of the acceptance of TEC **(Technical Evaluation Committee)'s recommendations.**
 - iii) For the agencies selected for empanelment, the EMD will be refunded subsequent to submission of Performance BG and subject to acceptance of the terms and conditions mentioned in the RFP, without any interest accrued within one month of the acceptance of recommendations.
 - iv) ***The bidders selected for empanelment shall be required to submit a Performance Bank Guarantee for 6.25% of the work order value for the empanelment period with one year extended/additional claim period.***
3. **Forfeiture of Earnest Money Deposit / Bank Guarantee**

The EMD/BG submitted for empanelment can be forfeited:

1. If the Respondent withdraws its proposal during the period of validity of the proposal as specified by the respondent on the Notice of Intent to submit proposal in response to RFP Notice; and/or
2. If the Respondent, having been notified of their empanelment fails or refuses to submit the required Performance Bank Guarantee and/or refuses to take up the job in the assigned PSDM; and/or
3. Does not accept the correction of errors made in the tender document; and/or
4. In case of the successful Bidder, if the Bidder fails to sign the Contract within the time stipulated by PSDM.

All bidders are required to commit to maintain the number and the professional level of resources deployed as indicated in response in Form 4 of the technical evaluation criteria.

Section 6: Evaluation of the Bids

Overall evaluation of the bids will be done in three stages namely Pre-qualification, Technical and Final evaluation based on Quality-cum-Cost-Based selection (QCBS) in the ratio 60:40. At the end of every stage short listed bidders may be informed of the result to have a fair and healthy competition.

6.1 Pre-qualification evaluation

Before opening and evaluation of the technical proposals, **bidder's** Pre-qualification bid would be evaluated to assess their compliance to the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the Pre-Qualification proposal level.

S. No.	Criterion	Whether Met	Supporting Documents to be submitted
1.	The responding bidder (a) Should have submitted a Bid Security of Rs. 50,000/- (Rs. fifty thousand only) in the format prescribed	Yes / No	(a) The original bank guarantee (in Form 5) must be furnished.
2.	The bidder must be a registered legal entity in India/ outside India, and should have been in operation for a period of at least 2 years in hotel/ hostel/ Hostel/ employment/candidate migration related services.	Yes / No	Certificate of incorporation / Registration Certificate
3.	The bidder shall not be blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices.	Yes / No	A self-certified letter by the authorized signatory
4.	The bidder should have an average annual turnover of at least INR 25 lakh from hotel/ hostel/ Hostel/ employment/ candidate migration related in each of the latest three financial years (i.e. 2017-18, 2018-19, 2019-20) in India. This must be individual agency's	Yes / No	Audited Financial Statements accompanied by a Certificate from External Auditors (CA's Certificate)

	turnover and not that of group of companies.		
5.	The bidder should have provided hotel/ hostel/ Hostel/ employment/ candidate related / migration related services (i.e. 2017-18, 2018-19, 2019-20) in India.	Yes / No	Certificate from CA Copies of contract/ work order & completion certificates to be provided
6.	The bidder should have made a net profit for the latest three financial years (3) Financial Years as revealed by Audited Balance Sheets.	Yes / No	Certificate from CA/ Authorized representative
7.	The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP	Yes / No	A self-certified letter by the authorized signatory
8.	Preference will be given to agencies who have earlier experience of running migration support centre for employed candidates after skill training	Yes /No	Copy of the Contract/Certificate issued by the client

Bidders should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in absence of which their proposals will be rejected summarily at the Pre-Qualification stage itself.

6.2 Technical evaluation

The technical bids will be opened for those bidders who are able to qualify in the pre-qualification stage. PSDM or its designated agencies will evaluate the technical proposals on the basis of their responsiveness to this RFP and applying the evaluation criteria as specified below.

An Evaluation Score (ES) shall be assigned to each prospective bidder on the basis of the technical bid submitted. The technical evaluation score shall be based on the number of points that shall be awarded as per the following Evaluation Criteria table:

S.No	Technical Evaluation Criteria	Maximum Score	Supporting Documents Required
1.	Profile and Experience	50	
	1.1 Average annual turnover in last 3 years (Turnover in Rs Crores)	15	Audited report to be submitted under the signature of Chartered Accountant on letter head With his/her dated signature and seal
	1.1.1 Average positive net worth of agency in last 3 years (in INR Lakhs)	10	
	1.2 Number of Migration Support Centers/ Hostels /Hotel with housing capability/ Residential Training Centers of at least 03 personal setup/run in last 3 years (i.e. 2017-18, 2019-20 and 2019-20)	15	Rent Agreement/copy of contract with client
	1.3 Full-time professional staff engaged in Hostel/ residential facility/	10	HR declaration of the organization/entity
2.	Experience of agency	20	
	2.1 Experience of setting up and operating Hostels /Hotel/ Migration related services/ Residential Training in last 3 years (i.e. 2017-18, 2018-19 and 2019-20)	10	Bidders to provide copies of 2 contracts / work order/agreement of setup
	2.2 Experience of providing prescribed services in Metro cities/Y category cities /proposed project locations	10	Copies of Work Order/ Contracts / client certificate stating duration of services provided
3.	Adequacy of the proposed methodology and work plan of setup, operation and service provisioning of MSC	10	
	3.1 Existing infrastructure Hostel/ employment/ candidate related/ migration related centers and plan to setup. Profile of 5 senior staff members with 3 years of experience in similar services will be evaluated.	10	Rent agreement/work order/contract and Resume of staff
4.	Presentation	20	

	Presentation critically evaluating the proposed plan for implementing MSCs. Also indicate how the Agency would add value to the project	10	Presentation
	Total Points	100	

Note- presentation once uploaded cannot be changed, same presentation will be evaluated by the committee.

1. Proposal Presentations –

The evaluation committee will invite the eligible bidders (By securing 50 marks out of 80 marks for the Technical presentation) to make a presentation to the PSDM at a date, time and location notified by the PSDM. The purpose of such presentations would be to allow the bidders to present their Approach & Methodology to the committee and the key points in their proposals. The presentations are to be made by the proposed personnel.

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least 50% in the above defined scoring mechanism would be considered technically qualified.

The final selection of Applicant entity shall be Quality & Cost Best Selection (QCBS) where, the total score shall be calculated by weighting the technical and financial scores in the ratio 60:40. The Applicant entity achieving the highest combined technical and financial score will be invited for negotiations.

3. Financial Bid Evaluation

The bidders who will qualify the Technical Evaluation criteria will be eligible for Financial Bid opening. Financial bid will be submitted by the bidder in prescribed format as mentioned below:

S. No	Location	Type Of Unit	Unit Rate (a)	No. of Unit (c)	Total Price (a*c)
1.	Ludhiana	Lodging/day		2	
2	Mohali	Lodging/day		2	

Note: PSDM will award one, few or all MSCs in different cities to the empanelled Bidders.

The financial bid has to be provided based on the format provided in the RFP. MSC operating costs including running and maintenance of MSC with Boarding & Lodging and counseling support to be quoted as per month for 36 months. The unit price remains same during the three **years'** period. Every year price will increase by 5% or as per annual WPI index released by Ministry of Commerce & Industry, Government of India (whichever in lower).

Financial Bid Categorization of agencies will be done on the basis of LCBS. L-1 agencies will be selected followed by L-2 and L-3, L-4 and L-5 for final selection. A constituted committee will vet the costing submitted by the agencies. MoU will be signed with the selected agencies

Errors & Rectification: Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

Please note that failure or refusal on part of the selected vendor to accept the offer the services at the price committed shall result in forfeiture of the EMD. PSDM reserves the right to reject any or all proposals. In case the applicant with highest combined score withdraws from the bid process, next best option shall be called upon for negotiations.

The responding agency has to submit the above information along with the details in the appropriate forms provided in Annexure 1 and in **“Technical Evaluation Criteria” given above.**

Further the responding agency is required to provide the following: The Documents and Information with regard to the qualification criteria listed at clause 6.1.

1. Notice of Intent to submit proposal in response to RFP Notice as per Form 2 of Annexure.
 - i. Each page of each of the RFP response must be signed and stamped by the authorized signatory of the responding agency who has the Power of Attorney to commit the responding agency to contractual obligations.
 - ii. The responding agency shall furnish a statement as to the existence of, absence of, or potential for conflict of interest on the part of the responding agency and any sub-contractors due to prior, current, or proposed contracts, engagements, or affiliations. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the responding agency to complete the requirements as given in the RFP.
 - iii. **The proposal will include a ‘Power of Attorney’ letter for “Authorized Signatory”**

3. The proposal review committee may require verbal/written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Verbal clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.

List of Forms

- Form 01-Covering Letter
- Form 02-Detail of Agency
- Form 03 -Format – Financial Capability Statement
- Form 04-Format – Information on Number of Hotel/ Hostels running
- Form 5-Format of Bank Guarantee for Earnest Money Deposit
- Form 6-Format for Performance Bank Guarantee
- Form 7-Format of Financial Proposal Covering Letter
- Form 8-Format of Affidavit
- FORM 09- list of documents

Annexure 1: Pre-qualification and Technical Bid Forms

Form 1 – Covering Letter

(To be submitted on letter head of the responding agency)

Date:

To

The Mission Director,
Punjab Skill Development Mission ,
Punjab

Subject: Submission of Proposal in response to RFP for Empanelment of Migration Service Centre Providers for PSDM, Govt. of Punjab.

Dear Sir,

- i. Having examined the RFP, we, the undersigned, herewith submit our proposal to provide our professional services as required and outlined in this **RFP for Empanelment of Migration Service Centre Providers for PSDM, Government of Punjab**. We undertake to meet such requirements and provide such services as required and are set out in the RFP document.
- ii. We have read the provisions of the RFP document and that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- iii. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the closing date fixed for submission of proposals as stipulated in the RFP document.
- iv. The Earnest Money Deposit of INR 50,000/- submitted by us in the form of a BG may be encashed if we do not submit the requisite Performance Bank Guarantee on our agency being selected for empanelment.
- v. We would like to declare that we have not been blacklisted by any Central / State Government (incl. its department/agency), are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

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

We understand you are not bound to shortlist / accept any proposal you receive.

Our correspondence details with regards to this proposal are:

Sr. No	Information	Details
1.	Name of responding agency:	
2.	Address of responding agency:	
3.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4.	Telephone no. of contact person:	
5.	Mobile no. of contact person:	
6.	E-mail address of contact person:	

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[COMPANY'S NAME]

Name

Title

Signature

Date

Form 2 – Details of Agency

SI .No.	Particulars	Details to be furnished
1	Details of responding agency	
	Name	
	Address	
	Telephone	Fax
	E-mail	Website
2	Information about responding agency	
	Status of agency (<i>Public Ltd. / Pvt. Ltd / Partnership/ etc.</i>)	
	Details of Registration (<i>Ref e.g. ROC Ref #</i>)	Date
		Ref #
	Details of Service Tax Registration	Date
		Ref #
	PAN Number	

Form 3

Format – Financial Capability Statement

(Duly signed by the Authorized Representative and certified by a Chartered Accountant)

On the basis of audited financial statements, I/We hereby submit that _____ (Name of Bidder), having registered office at _____, has annual turnover from hotel/ hostel/ Hostel/ Employment/ candidate related/ migration related services and net worth, in past three consecutive financial years (i.e. 2017-18, 2018-19, 2019-20) as follows:

Sl. No.	Financial Year	Annual Turnover (Rs. Lakhs)	Net Annual Profit / Loss (Rs. Lakhs)	Net worth (Rs. Lakhs)
1.	2017-18			
2.	2018-19			
3.	2019-20			
	TOTAL			
	AVERAGE			

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

Note:

Bidder is required to submit the audited financial statements for the past three years (i.e. 2017-18, 2018-19, 2019-20)

- 1. Bidders who have not been in existence for three financial years may provide details pertaining to the duration of their existence.*
- 2. All supporting documents should be duly certified by a Chartered Accountant.*

Form 4

Format – Information on Number of Hotel/ Hostels running

Record for last three Financial Years (i.e. 2017-18, 2018-19, 2019-20)

Name of the Location	Name of the Hostel/ with address	Housing capacity	Inception From	No. of full time staff	Qualification

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

Form 5

Format of Bank Guarantee for Earnest Money Deposit

To,

Name

Designation

Address

Phone Nos.

E-mail id

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to PSDM

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the PSDM (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and

above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 6

Format for Performance Bank Guarantee

To,

-----,
-----,
-----.

In consideration of <name of the purchaser> having its registered office at <Address of the purchaser> **(hereinafter referred to as “Purchaser”)** having agreed to purchase services for migration support centre project on outsourced model (hereinafter referred to as **“Goods”**) from M/s -----

----- **(hereinafter referred to as “Contractor”)** on the terms and conditions contained in their agreement/purchase order No----- dated ----- (hereinafter referred to as the **“Contract”**) subject to the contractor furnishing a **Bank Guarantee** to the purchaser as to the due performance of the migration support centre, as per the terms and conditions of the said contract, to be offered by the contractor and also guaranteeing the operation & maintenance, by the contractor, migration support centre solution as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called **“the Bank”**), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any

time upto ----- any money or moneys not exceeding a total sum of Rs---- -----(Rupees----- only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser <by reason of failure to perform services as per the said contract, and also failure of the contractor to maintain the migration support centre as per the terms and conditions of the said contract.>

Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to operate and maintain migration support centre solution as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

2) This Guarantee shall expire on -----; **without prejudice to the purchaser’s** claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. ----- (this date should be date of expiry of Guarantee).

3) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims

satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

4) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

5) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty **without affecting in any manner the Bank's obligations under this Guarantee to extend** the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

6) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other Banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

7) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

8) Notwithstanding anything contained herein:-

i) Our liability under this Bank Guarantee shall not exceed Rs----- (Rupees-----
----only);

ii) This Bank Guarantee shall be valid upto -----; and

iii) We are liable to pay the guaranteed amount or any part thereof under this
Bank Guarantee only and only if you serve upon us a written claim or demand on or before --
----- (date of expiry of Guarantee).

9) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this ----- day of ----- 2018 at ----- For and on behalf of -

Bank.

sd/- -----

Form 7

Format of Financial Proposal Covering Letter (Please don't fill & SEND THE FORMAT, FORMAT HAS TO BE FILLED IN BOQ)

Location, Date

To:

Name & Designation

Address

Phone Nos.

E-mail id

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal

The rate of per location per month is <<Amount in words and figures>>. This amount is exclusive of the taxes.

S. No	Location	Type Of Unit	Unit Rate (a)	No. of Unit (c)	Total Price (a*c)
1	Ludhiana	Lodging/day			
2	Mohali	Lodging/day			

PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
- We hereby confirm that our prices exclude all taxes.

1. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

2. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

3. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

4. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the _____ of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 8

Format of Affidavit

AFFIDAVIT

- 1) I, the undersigned, do hereby certify that all the statements made in the required attachment are true and correct and if found fake/forged, the undersigned will be liable for infliction upon the FIR and lawful punishment as well as black listing.
- 2) **The undersigned also hereby certifies that neither our firm M/s has** been black listed nor has abandoned an work in any government department, India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
- 3) The undersigned hereby authorizes and request(s) and bank, person, firm or corporation for furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
- 4) The undersigned understand and agrees that further qualifying information may be required and agrees to furnish any such information at the request of the Department project implementing agency.

(Signed by an Authorized Signatory of the Firm)

Title of Officer

Name of Firm

Date

FORM 09

S. No.	Criterion	Supporting Documents to be submitted	Document submitted (Yes/No)
1.	The responding bidder (a) Should have submitted a Bid Security of Rs. 50,000/- (fifty thousand only) in the format prescribed	(a) The original bank guarantee (in Form 5) must be furnished.	
2.	The bidder must be a registered legal entity in India/ outside India, and should have been in operation for a period of at least 3 years in hotel/ hostel/ Hostel/ employment/candidate migration related services.	Certificate of incorporation / Registration Certificate	
3.	The bidder shall not be blacklisted by any Central / State Government (Central/State Government and Public Sector)) or under a declaration of ineligibility for corrupt or fraudulent practices.	A self-certified letter by the authorized signatory	
4.	The bidder should have an average annual turnover of at least INR 50 lakh from hotel/ hostel/ Hostel/ employment/ candidate migration related in each of the latest three financial years (i.e. 2017-18, 2018-19, 2019-20) in India. This must be individual agency's turnover and not that of group of companies.	Audited Financial Statements accompanied by a Certificate from External Auditors (CA's Certificate)	
5.	The bidder should have provided hotel/ hostel/ Hostel/ employment/ candidate related / migration related services (i.e. 2017-18, 2018-19, 2019-20) in India/or outside India.	Certificate from CA Copies of contract/ work order & completion certificates to be provided	
6.	The bidder should have made a net profit for the latest three financial years (3) Financial Years as revealed by Audited Balance Sheets.	Certificate from CA/ Authorized representative	
7.	The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP	A self-certified letter by the authorized signatory	
8.	Preference will be given to agencies who have earlier experience of running migration support centre for employed candidates after skill training	Copy of the Contract/Certificate issued by the client	