

(Re-Bidding)

Request for Proposal (RfP)

For Selection of

Project Management Unit (PMU)

For

Entrepreneurship and Skill Development Programme (ESDP)

Office of the Development Commissioner

Ministry of MSME

Government of India

11/12/2024



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Ministry of Micro, Small & Medium Enterprises
विकास आयोग (सू. ल. एवं म. उद्यम) का कार्यालय
Office of the Dev. Commissioner (MSME)
निर्माण भवन, नई दिल्ली-110011 / Nirman Bhawan, New Delhi-110011

Tender Notice (Re-bidding)

Request for Proposal (RfP) for selection of Project Management Unit (PMU) for Entrepreneurship and Skill Development Programme (ESDP) scheme of Office of the Development Commissioner, Ministry of MSME, Government of India.

RfP No:SD-20016/7/2022-23/ESDP-PMU

1. The Office of Development Commissioner, Ministry of MSME invites technical and financial proposals from eligible agencies to select PMU (**One Team Leader and Four Consultant**) for the ESDP scheme of the Ministry.
2. Participating agencies must fulfil the following pre-requisites:
 - i. The agency should be registered for the last five years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24) as an LLP/Firm/Pvt. Ltd. Company under the Indian Partnership Act, 1932 or Registered Companies under the Companies Act, 1956/2013 or LLP are eligible to participate in this RfP. Government (Central & State) agencies may also apply if they fulfil the eligibility criteria mentioned in this RfP. The incorporation/Registration certificate of the agency should be furnished.
 - ii. The agency shall not bid in any consortium/ Joint Venture (JV).
 - iii. The agency shall exist in the Government Consultancy business as a PMU in the last five years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24).
 - iv. The agency must be registered under the Income Tax, Goods and Service Tax Act.
 - v. The agency should have an annual turnover of at least ₹100 crore in Government Consulting (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24). The audited copy of the financial statements should be submitted.
 - vi. The agency should not have been blacklisted by Central Government, any State Government, any Public Sector Undertaking (PSU) or a corporation as of the date of RfP. The agencies in litigation with any Department, PSU or Corporation of Government (State or Central) will not be eligible for this tendering process. An undertaking to this effect should be submitted.


11/12/24

Note: Proposals without the above-mentioned documents will be treated as ineligible

- Interested agencies may download the complete Request for Proposal (RfP) document from the GeM (Government e-Market) portal, as mentioned in the critical date sheet. The eligible bidders may submit their bids online on the GeM portal.
- The physical copy of the Earnest Money Deposit (EMD)/ Bid Security should reach the **Joint Director (ESDP), 7th Floor, Nirman Bhavan, Office of Development Commissioner, Ministry of MSME, Government of India, New Delhi-110011** by the stipulated time on the date of submission of documents.
- Interested agencies may submit their proposals along with an EMD/ Security Deposit of ₹5,00,000/- (Five Lakh Rupees only) as prescribed in the RfP document (refundable). MSEs are exempted from submitting Bid Security / EMD in line with Government of India guidelines.
- Proposals received without Bid Security/ EMD are ineligible.
- The last date for submitting the online bids is up to the date and time mentioned in the critical date sheet.

Critical Date Sheet:

S. No.	Description	Important Information
1	Published Date	12-12-2024
2	Bid Document Download/Sale Start Date	12-12-2024
3	Seek Clarification Start Date	13-12-2024
4	Seek Clarification End Date	19-12-2024
5	Pre Bid Meeting	20-12-2024
6	Bid submission Start Date & Time	04-01-2025, at 9:00 AM
7	Bid Submission End Date & Time	14-01-2025, at 05:00 PM
8	Physical Submission of EMD / Bid Security and Cost of Tender Documents	15-01-2025, at 01:00 PM
9	Bid Opening Date & Time	15-01-2025, at 03:00 PM



10	Amount of EMD/ Bid Security	₹5,00,000/- Bank Guarantee in favour of Pay and Account Office (P&AO) (MSME), New Delhi
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8. Bidders can raise queries on the terms and conditions of the RfP within 7 days of uploading the bid by emailing at esdp.div@dcmsme.gov.in. The client can revise the terms and conditions of the RfP within 15 days from the date of the pre-bid meeting.
9. Bidders are required to upload & submit their bid for the above works online on the GeM portal.
10. The engagement of the PMU will be initially for one year, which can be extended annually for a maximum of two years after reviewing their annual performance as per the scope of work and deliverables defined in this RfP document.
11. The PMU shall be ready to deploy additional resources if required, as per the client's requirement for the duration of the contract.
12. The client reserves the right to hire a lesser number of resources (less than 5) during the duration of the contract by giving one month's notice to the bidder.
13. All amendments, time extensions, clarifications, etc., will be uploaded on the GeM portal and the O/o DC (MSME) website only and will not be published in the newspaper. The agency should regularly visit the website to keep themselves updated.
14. The GFR 2017 provisions, as applicable, govern the RfP conditions.



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Letter of Invitation

The Office of Development Commissioner, Ministry of MSME (Client) invites technical and financial proposals from eligible agencies to carry out work as defined in the scope of work under ESDP scheme guidelines. As envisaged, the scope of work and resource requirement are mentioned in Sections 11.3 and 11.4, respectively, of this RfP and can be amended based on the requirement from time to time. Other important terms are as mentioned below:

1. Remuneration includes the payment to be made against the deployment of resources, except Goods and Service Tax (GST). However, GST will be reimbursed to the successful agency for producing proper documentary proofs.
2. The agency shall be selected under the **QCBS criteria method** and procedures described in this RfP.
3. The RfP includes the following documents:
 - i. Letter of Invitation
 - ii. Data Sheet, see **Annexure A**
 - iii. Instructions to Bidders, including Project Background and Scope of Work
 - iv. Project Background and Scope of Work
 - v. Pre-Qualification and Technical Proposal Submission Standard Forms see **Annexure B**
 - vi. Financial Proposal Submission Standard Forms see **Annexure C**
 - vii. Terms of Reference (ToR), see **Annexure D**
 - viii. Format of Performance Security Bank Guarantee, see **Annexure E**
 - ix. Draft Contract Documents, see **Annexure F**
4. Please note that while all the information and data regarding this RfP is, to the best of the client's knowledge, accurate within the considerations of scoping the proposed contract, the client holds no responsibility for the accuracy of this information, and it is the responsibility of the agency to check the validity of data included in this document.
5. Bidders are requested to upload scanned copies of the following documents along with their proposals:
 - i. Earnest Money Deposit (EMD)/Bid Security of ₹ 5, 00,000/- (Five Lakh Rupees only) (refundable) in the name of Pay and Account Office (P&AO) (MSME), New Delhi.

Micro and Small Enterprises (MSEs) are exempted from submitting Bid Security/ EMD in line with Government of India guidelines.

- ii. Copy of Incorporation/ Registration Certificate.
 - iii. Audited Statements of the last five years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24) are to be enclosed along with ITR.
 - iv. Certificate/ Work order/ LoA/ Contract/ LoI/ MoU from employer regarding experience should be furnished.
 - v. Bank Guarantee of Earnest Money Deposit (EMD) in original shall also be submitted physically as per schedule, while uploading the scanned copy on the GeM portal.
 - vi. EMD should be valid for 120 days from the date of bid publication.
 - vii. Performance Security Bank Guarantee (**Annexure E**) at 5% of the total annual value through Bank Guarantee (Refundable) in original in favor of P&AO (MSME) New Delhi will be submitted by the successful bidder before the signing of the contract, which shall be valid for 60 days after the expiry of the contract. Performance Security Bank Guarantee will be refunded after adjusting any penalty against any outstanding work or any other loss, as considered necessary by the client.
6. The selected agency will deploy the team within 15 days of signing the contract.



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Annexure A: Data Sheet

1.	Name of the Client: Office of the Development Commissioner, Ministry of MSME, GoI
2.	Method of Selection: Quality and Cost Based Selection (QCBS) Method
3.	Pre-Qualification, Technical Proposal and Financial Proposal to be uploaded online: Yes The title of Consultancy Service is Selection of PMU for ESDP Scheme.
4.	Client Representative: Joint Director (ESDP), Office of Development Commissioner, Ministry of MSME
5.	Proposals must remain valid for 120 days after the submission date indicated in this Data Sheet.
6.	The agency is required to include with its proposal a written confirmation of authorization to sign on behalf of the Agency: Yes.
7.	Bidders Eligibility Criteria: Applicable for Pre-Qualification The agency should be registered for the last five years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24) as LLP/Firm/Pvt. Ltd. Company. An incorporation certificate should be furnished. a. The agency shall not bid in any Consortium/ Joint Venture (JV). b. The agency shall exist in the Government Consultancy business as a PMU in the last five years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24). c. The agency must be registered under the Income Tax, Goods and Service Tax Act. d. The agency should have an annual turnover of ₹100 Core in Government Consulting (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24). The audited copy of the financial statements should be submitted. e. The agency should not have been blacklisted by Central Government, any State Government or any PSU or a corporation as on the date of RfP. Agencies in litigation with any Department, PSU, or Corporation of Government (Central or State) will not be eligible for this tendering process. An undertaking to this effect should be submitted.
8.	A non-refundable RfP Cost should be provided with a Technical Proposal: No.

9.	<p>An EMD/Bid Security must be submitted: Yes.</p> <p>a. An Earnest Money Deposit (EMD)/ Bid Security should be provided with a Technical Proposal: Yes</p> <p>b. The amount of the Earnest Money Deposit (EMD)/ Bid Security is ₹ 5,00,000/- (Five Lakh Rupees Only) in the form of a Bank Guarantee favoring the P&AO (MSME) New Delhi, and drawn on any of the nationalized banks payable at New Delhi.</p> <p>c. Micro & Small Enterprises (MSEs) are exempted from submitting Bid Security / EMD in line with Government of India guidelines.</p>
10.	The amount of the EMD/ Bid Security is ₹5,00,000/- (Five Lakh Rupees Only) for each bid, and the duration for validity of bid security is 120 days. Bid security shall be refunded to the successful bidder upon signing of agreement with JD (ESDP), O/o DC (MSME) . For unsuccessful bidders, the bid security shall be refunded within 30 days of signing the contract.
11.	A Performance Security Bank Guarantee, valid for 60 days after the expiry of the contract, is to be submitted by the winning bidder before signing the contract. The amount will be 5% of the contract value in the form of a Bank Guarantee. Bank Guarantee will be made in the name of P&AO(MSME), New Delhi and drawn on any of the nationalized banks.
12.	The currency for Proposals is the Indian Rupee (INR).
13.	Address for communication: Joint Director (ESDP), Room No. 731, A-Wing Office of Development Commissioner, Ministry of MSME, Government of India. Nirman Bhawan, New Delhi-110011
14.	Expected date for public opening of Financial Proposals: [Will be intimated to the qualified bidders separately]
15.	Expected date for commencement of services: Within 15 days of signing the contract
16.	The proposals will be evaluated based on the information provided by the bidders, and the evaluation will be done as per the detailed criteria mentioned in the RfP document.
17.	The agency may request clarification on any RfP document within 7 days of uploading the tender document.



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1. Introduction

1.1 Agencies are invited to submit a Pre-qualification, Technical Proposal and Financial Proposal as specified in the Data Sheet (**Annexure A**).

1.2 The agency shall bear all costs of preparing and submitting its proposal and contract negotiation.

1.3 The client is not bound to accept any proposal and reserves the right to annul the selection process at any time before the award of the contract without thereby incurring any liability to the agency.

1.4 **Eligibility Criteria:** Bidders should satisfy the minimum eligibility specified in point no.7 of the Data Sheet (**Annexure A**). Only those who satisfy these criteria should submit the proposal with the necessary supporting documents. An Agency declared ineligible by the Government of India, any State Government, any Public Sector Undertaking (PSU), and any attached offices shall be ineligible to provide consulting services under the project.

1.5 **Number of Proposals:** The agency can submit only one proposal. If an agency submits multiple proposals, all such proposals shall be disqualified.

2. Clarifications of RfP Documents

2.1 The Agency may request clarification on any RfP documents up to a specified number of days before the submission date as indicated in the Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the client's representative whose address is provided in the Data Sheet. The client will respond by standard electronic/self means within the period specified in the RfP and will email the response (including an explanation of the query, without identifying the source of inquiry) to all agencies who have formally indicated that they intend to submit a proposal. Should the client deem it necessary to amend the RfP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2.

2.2 At any time before the submission of proposals, the client may amend the RfP by issuing an addendum in writing, including by standard electronic means.



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3. Preparations of Proposals

3.1 The proposal and all related correspondence between the agency and the client shall be written in English. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the proposal, the translated version shall govern.

3.2. The Agency shall bear all costs of preparing and submitting its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. Instructions for Submission of Proposal

4.1 The proposals shall be submitted through the GeM Portal only.

4.2 The Applicant shall submit his proposal in three covers containing details of EMD, Technical Proposal and Financial Proposal, respectively, on the GeM portal.

4.3 These instructions should be read in conjunction with information specific to the Agency services contained in the Covering Letter, Data Sheet, and accompanying documents.


4.4 Proposals must be received before the deadline specified in the Data Sheet of this RfP. Proposals must be submitted & uploaded to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

4.5 The agency shall submit online Pre-qualification, Technical, and Financial Proposals as per the given format. Only EMD will be submitted physically; a scanned copy may be submitted online. All other pre-qualification, technical and financial bid documents will also be mandatorily submitted online.

4.4 Pre-Qualification, Technical and Financial Proposal

4.4.1 **Cover 1: Pre-Qualification Proposal** shall contain the following:

- a. Covering Letter (Format 1 of Annexure B)


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- b. Legal Constitution & Number of Years of Existence (**Format 2 of Annexure B**)
- c. Financial Standing (Annual Turnover for the last 5 Financial Years) of the agency (**Format 3 of Annexure B**)
- d. Scanned copy of the EMD/Bid Security in the form of Bank Guarantee (**Format 6 of Annexure B**)

4.4.2 Cover 2: Technical Proposal

- a. Experience and Qualification of one Team Leader and four consultants of the Agency in Curriculum Vitae (CV) (**Format 5 of Annexure B**)
- b. Project detail sheets outlining previous experience of consulting organizations as a PMU relevant to the assignment (in prescribed format) (**Format 4 of Annexure B**)
- c. Approach and Methodology, including presentation as mentioned in subsequent para 5.2.

4.4.3 Cover 3: Financial Proposal

While preparing the Financial Proposal, bidders are expected to consider the various requirements and conditions stipulated in this RfP document. The Financial Proposal should be inclusive of GST. Item wise breakup also needs to be provided for client reference only. Also, note that financials need to be provided under the offer Price Section on the GeM portal only. The format for the Financial Proposal is provided under **Annexure C**.

4.5 Submission Instructions

4.5.1 Agencies are expected to carefully review the contract provisions attached to this RfP document to prepare their proposal.

4.5.2 The agency shall submit a proposal using the appropriate submission sheets provided in **Annexure B**. These forms must be completed without altering their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

4.6 Proposal Validity


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4.6.1 Proposal shall remain valid for the period specified in the Data Sheet commencing with the deadline for proposal submission as prescribed by the client.

4.6.2 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the client.

4.6.3 In exceptional circumstances, before the proposal validity period expires, the client may request the agency to extend the validity period of their proposal. The request and the responses shall be made in writing. The agency may refuse the request. An agency granting the request shall not be required or permitted to modify its proposal.

4.7 Format and Signing of Proposals

Scanned copies of the following may be uploaded on the GeM portal.

4.7.1 A scanned copy of the EMD may be uploaded online. Besides the Prequalification, the Technical and financial bids will be uploaded online.

4.7.2 The proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the agency. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the proposal.

4.7.3 The client may, at its discretion, extend the deadline for the submission of the Technical Proposal by amending the RfP in accordance with Clause 2.2, in which case all rights and obligations of the client and agency subject to the previous deadline shall thereafter be subject to the deadline as extended.

5. Evaluation of Proposals

The evaluation of the consultant will be done based on the **QCBS Criteria**. A three-stage selection process will be adopted in evaluating the proposals. In the first stage, pre-qualification shall be assessed based on the criteria mentioned below. In the second stage, a technical evaluation will be carried out. In the third stage, a financial evaluation will be carried


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out. Proposals will finally be ranked according to their combined technical and financial scores.

The consultants that fulfil the following pre-qualification criteria should be considered eligible for the opening of the technical proposals. Failure to comply with pre-qualification criteria shall render the agency ineligible. The Technical & Financial proposal of in-eligible agencies shall not be considered and shall be returned unopened.

5.1 Minimum Eligibility Criteria (Pre-Qualification):

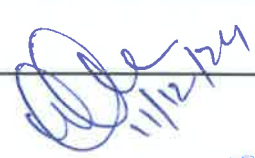
- a. The agency should be registered in the last 5 years (FY 2019-20, 2020-21, FY 2021-22, FY 2022-23, FY 2023-24) as LLP/Firm/Pvt. Ltd. Company. An incorporation certificate should be furnished.
- b. The agency shall not bid in any Consortium/ Joint Venture (JV).
- c. The agency shall exist in the Government Consultancy business as a PMU/PMC in the last five financial years (FY 2019-20, 2020-21, FY 2021-22, FY 2022-23, FY 2023-24).
- d. The agency must be registered under the Income Tax and the Goods and Service Tax Act.
- e. The agency should have an annual turnover of **₹100 Crore** in Government Consulting in the last five financial years (FY 2019-20, 2020-21, FY 2021-22, FY 2022-23, FY 2023-24). The audited copy of the financial statements should be submitted.
- f. The agency should not have been blacklisted by Central Government, any State Government, PSU, or Corporation as of the date of RfP. Agencies in litigation with any department, PSU, or Corporation of the Government (Central or State) will not be eligible for this tendering process. An undertaking to this effect should be submitted.

5.2 Criteria for Technical Evaluation:

Bidders meeting the above minimum eligibility criteria shall be considered for technical evaluation. The selection of the agency shall be based on the following technical criteria for the evaluation of CVs and Credentials:

S.	Evaluation Parameter	Max.	Details
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No.		Marks	
1	Team proposed	35	
1.1	Project Management Expert (Team Leader)	9	<ul style="list-style-type: none"> • Post Graduate degree in Economics/ Social works/Public Administration/Master/Postgraduate diploma in business management from a premier institute. • Should have at least 10 years of experience managing socio-economic development projects, preferably in the MSME domain. • At least 3 years' experience in Programme implementation in a leadership role in MSME entrepreneurship development. • Sound knowledge of skill development eco-system in the country with work experience in the State / Centre in managing and leading government programs, preferably in skill development with experience leading at least two projects.
1.2	Financial Management Expert (1)	7	<ul style="list-style-type: none"> • MBA/PGDM in finance/ business management from a premier institute. • Should have industry experience of a minimum of 3 years working with commercial banks/ financial institutions.

		<ul style="list-style-type: none"> • Experience in appraisal of business plans and financing MSMEs. • Knowledge of GFR norms, Government prescribed procedures, Public Procurement (Preference to Make in India), Order 2017 (Revised PPP-MII, 2020 & 2021 order), GeM portal, rules & guidelines, etc.
1.3	Enterprise & Training Development Expert (1)	<p>7</p> <ul style="list-style-type: none"> • Postgraduate degree/equivalent in business management/other relevant field from a premier national/international institute. • Should have 6 years of experience working with Central / State Governments/ public agencies to establish business and technological linkages and curriculum development and training to Technical and Vocational Education and Training (TVET) reforms and Quality assurance. • Proven track record of working on improving the competitiveness of MSMEs through interventions in the areas of technology transfer, skill development, productivity improvement, exports, etc. • Experience in capacity building and developing guidelines and best practices for TVET reforms and their implementation is a must. • Curriculum Planning & Development for different occupations (with Industry & Academic endorsements)

1.4	Monitoring and Evaluation (M&E) Expert (1)	6	<ul style="list-style-type: none"> • Master's degree in economics /Statistics/Data Analytics/ MBA from a premier institute. • At least 6years' experience in promoting digital initiatives, preferably within a government set-up. • Experience developing MIS Dashboard and data analytics on development Programmes at the national level. • Ability to handle data for interpretation, experience in using statistical tools and M&E tools and dashboard preferred
1.5	Technology Expert (1)	6	<ul style="list-style-type: none"> • Postgraduate/ Master's degree in Computer Application from a reputed institute. • Minimum 6 years' experience in similar projects in developing solutions related to various Govt. IT projects, preferably in the skill development domain.
2	Firm's Experience	65	
2.1	Bidder should have experience working on large-scale MSME transformation/ecosystem development projects of a minimum of 2 years in a Programme Management Unit (PMU). Work executed/in progress during the last 5 years and the minimum contract value of INR 5 Crore with Central/ State Government(s)/ Central Government	15	Bidder to provide relevant signed contract agreement highlighting project value and duration of each project.


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 सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय
 Ministry of Micro, Small & Medium Enterprises
 विकास आयुक्त (सू, ल. एवं म. उद्यम) का कार्यालय
 Office of the Dev. Commissioner (MSME)
 निर्माण भवन, नई दिल्ली-110011 / Nirman Bhawan, New Delhi-110011

	agencies will be considered. 1.5 Marks for each project will be awarded against each evaluated credential.		
2.2	Experience working with multiple entrepreneurship/ enterprise development programs with Central / State Government/ Multi-lateral funding agencies with a minimum contract value of INR 2 crore. 3 Marks for each project will be awarded against each evaluated credential.	15	Bidder to provide relevant signed contract agreement highlighting project value and duration of each project.
2.3	Bidder should have experience in undertaking an assignment for designing and developing digital enablement solutions for MSMEs with projects costing over Rs. 5 Crore in the last 5 years for enabling easy access to finance/markets/technology for MSMEs/Industries.	5	Bidder to provide relevant signed contract agreement highlighting project value and duration of each project.
3	Approach and Methodology, including presentation. The proposed team is to be present during the presentation.	30	<ul style="list-style-type: none"> Approach and Methodology for undertaking the assignment– 15 Marks Technical Presentation – 15 Marks
	Total Marks	100	



Evaluation of Technical Proposal: The Technical Proposal will be evaluated based on the abovementioned parameters. The technical and financial proposals shall be given **70% and 30% weight**, respectively. The bidders securing a minimum of 70% marks in technical evaluation shall be considered to open financial proposals.

Evaluation of Financial Proposal: Financial evaluation will be carried out, and each financial proposal will be assigned a Financial Score (FS). The total cost, excluding G.S.T given in the Financial Proposal, will be considered for financial evaluation. The Evaluation Committee will determine whether the Financial Proposals are complete, unqualified, and unconditional. Omissions, if any, in costing any item shall not entitle the Team to be compensated, and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the bidder. The financial proposals shall be given **30% weightage**. The lowest Financial Proposal (FP) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

$FS_x = 100 * FP / F_x$ (F_x = Amount of Financial Proposal of x^{th} bidder, FP = Amount of Lowest Financial Proposal); $x = 1, 2, 3, \dots, n$ bidders.

Combined Technical & Financial Evaluation: Proposals will finally be ranked according to their combined technical (ST_x) and financial (FS_x) scores as follows:

$$S_x = ST_x * Tw + FS_x * Fw$$

Where S_x is the combined total score of the bidder x , and Tw and Fw are weights assigned to the Technical Proposal and Financial Proposal that shall be 0.70 and 0.30, respectively. The selected firm shall be the first-ranked consulting agency (having the highest combined score). The second-ranked agency may be allowed the job if the first-ranked firm withdraws or fails to comply with the requirements, as the case may be, but at the rate quoted by the firm ranked one.

5.3 The Office of Development Commissioner, Ministry of MSME, will constitute an Evaluation Committee for evaluating proposals received.

5.3.1 The evaluation committee evaluates the Pre-Qualification and Technical Proposals based on the Proposal's responsiveness to the TOR using the evaluation criteria system specified in the

RfP. After the pre-qualification criteria are evaluated, the O/o DC (MSME) shall notify bidders whether their proposal has qualified for Technical Qualification.

5.3.2 A Technical Proposal may not be considered for evaluation in any of the following cases:

- i. The agency does not meet the Pre-qualification criteria.
- ii. The agency that submitted the proposal was found not to be legally incorporated or established in India.
- iii. The Technical Proposal was submitted in the wrong format.
- iv. The Technical Proposal reached the O/o DC (MSME) after the submission closing time and date specified in the Data Sheet.

5.3.3 After the technical evaluation is completed, the O/o DC (MSME) shall notify bidders whose proposal did not meet the minimum qualifying marks of 70 or agencies whose Technical Proposal was considered non-responsive to the RfP requirements, indicating that their Financial Proposals shall not be downloaded. The O/o DC (MSME) shall simultaneously notify, in writing, the agency whose Technical Proposals qualified minimum qualifying technical eligibility criteria, indicating the date, time, and location for opening Financial Proposals. (Attendance of Bidders representative at the opening of Financial Proposals is optional).

5.4 Public Opening and Evaluation of Financial Proposals

5.4.1 Public opening of financial proposals.

5.4.2 At the public opening of financial proposals, agency representatives who choose to attend will sign an attendance sheet.

5.4.3 The client's representative will download the financial proposals of the qualified technical proposal. Such a representative will read out aloud the name of the agency and the total price shown in the agency's financial proposal. This information will be recorded in writing by the client's representative. The price quoted by agencies shall be ranked as L1, L2, L3, etc. In case of a discrepancy between words and figures, the amount quoted in words will be considered.



5.5 Evaluation of Financial Proposals

The Bidder obtaining the highest combined total score (S_x), as per the QCBS method, can be invited for contract negotiations.

5.5.1 The evaluation committee will review the detailed content of each financial proposal. During the review of financial proposals, the committee, and representatives of the O/o DC (MSME), designated by the competent authority involved in the evaluation process, will not be permitted to seek clarification or additional information from any agency. Financial proposals will be reviewed to ensure that all items of the corresponding financial proposal are priced and corrected for any arithmetical errors.

6. Award of Services

The Office of Development Commissioner, Ministry of MSME will issue a Letter of Intent (LoI) in favor of the bidder who has scored the highest combined weighted score in line with the evaluation criteria mentioned in the RfP. A Letter of Award (the "LoA") shall be issued, in duplicate, by the O/o DC (MSME) to the selected agency, and the selected agency shall, within 5 (five) working days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof.

7. Execution of Agreement

After acknowledgement of the LoA as aforesaid by the selected agency, it shall execute the agreement within a period of 14 days from the date of issuance of the LoA.

8. Property Data

All documents and other information provided by the O/o DC (MSME) or submitted by the agency to the O/o DC (MSME) shall remain or become the property of the Office of Development Commissioner, Ministry of MSME, Government of India. All information collected, analyzed, processed or in whatever manner provided by the agency to the O/o DC (MSME) in relation to the services provided shall be the property of the Office of Development Commissioner, Ministry of MSME, Government of India.



9. Deployment of Consultants at Project Location

Space will be provided to the extent possible with basic office infrastructure. However, the bidder will have to provide a laptop, printer, other consumables, software, necessary IT tools, etc., as required for smooth operation.

It is the responsibility of the firm to deploy 100% of the proposed resources in the proposal for program implementation, and no resource change request will be acceptable during the first quarter. If there is any change during the first quarter, the corresponding value of the changed resource will be deducted for 15 days from the deployment date.

10. Settlement of Disputes

10.1 Dispute Resolution: The parties agree that any claim or dispute relating to this agreement, as well as any other matters, disputes, or claims between them, shall first be settled amicably with their best efforts. The parties agree that any claim or dispute between the parties that arises out of this contract or the relationship or obligations contemplated under this contract, if not resolved through amicable settlement, shall be resolved through final and binding Arbitration.

10.2 Arbitration: In the event of failing amicable settlement, any claim, dispute or difference relating to or arising out of this Agreement shall be referred to the arbitration, of a sole arbitrator within thirty (30) days. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The AS&DC(MSME), will appoint the Sole Arbitrator nominated by Secretary M/o Law and Justice. The seat and venue of arbitration shall be New Delhi. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties.

11. Project Background and Scope of Work

11.1 Background

Entrepreneurship development is the process of improving the skills and knowledge of entrepreneurs, enhancing the capacity to develop, manage and organize a business venture while keeping in mind the associated risks. The focus of entrepreneurship development is to increase the number of entrepreneurs. The O/o DC (MSME) under the "Development of MSMEs" vertical has launched the "Entrepreneurship and Skill Development Programme (ESDP)". The objective

of the programme is to motivate young persons (Men and Women) representing different sections of society, SC, ST, Women and Physically Handicapped, Ex-Servicemen, Agniveer and BPL persons to consider self-employment or entrepreneurship as one of the career options.

11.2 Objective of the ESDP Scheme

The primary goal of the ESDP scheme is to foster entrepreneurship and create a culture of innovation in the country. This can be achieved through a range of programs aimed at promoting new enterprises, building the capacity of existing Micro, Small and Medium Enterprises (MSMEs) and providing training to individuals on technical and business skills needed to succeed in their careers. The focus is on motivating young people, including those from disadvantaged backgrounds such as SC, ST, Women and Physically Handicapped, Ex-Servicemen, Agniveer and BPL, to consider entrepreneurship or self-employment a viable career option.

The scheme aims to provide basic and advanced entrepreneurship training to equip entrepreneurs with the skills and knowledge needed to turn their ideas into action. The training will also change the attitude and behavior of the target group towards entrepreneurship. The program is intended to develop technical and vocational skills or upgrade existing ones among the participants. This will help them not only consider entrepreneurship a career opportunity but also succeed in any profession they choose.

Another objective of the scheme is to support the establishment of new MSMEs and enhance the growth of existing ones. This will result in improved productivity and job creation in the country. The Implementing Agencies (IAs) will be responsible for the Udyam Registration of ESDP beneficiaries. The initiative also provides opportunities for MBA/Engineering students to gain vocational training and in-depth study of the outcomes of ESDP programs conducted. This will help prepare a compendium of available technology for disseminating MSMEs. The hired students will be provided with experience certificates and stipends.

Overall, the scheme seeks to create a favorable environment for entrepreneurship to flourish in the country. It aims to provide a platform for individuals to acquire the necessary skills and knowledge to become successful entrepreneurs. By promoting entrepreneurship, the initiative hopes to create employment opportunities, enhance the growth of MSMEs and contribute to the

country's overall economic development. For further details regarding the scheme, please refer to the guidelines available on the Mo-MSME website.

11.3 Scope of Work

The Scope of Work of the assignment is as follows:

11.3.1 Identifying and selecting training institutions: The consultant would assist the O/o DC(MSME) in identifying and selecting suitable training institutions with the necessary infrastructure, facilities, and expertise to deliver the training under the ESDP scheme as per the prescribed ESDP policy. This would also require maintaining and updating the existing MIS dashboard/database of selected training partners/participants.

Deliverable:

- MoUs with at least ten training institutions.

11.3.2 Developing training modules: The consultant would assist in developing training modules and curriculum for the various topics covered under the ESDP scheme, such as business planning, financial management, marketing, technology, Technical/Management sector-specific training, and other relevant areas as and when the need arises in consultation with the sector skill councils and other important stakeholders. The training modules would need to be tailored to the specific needs of MSMEs/Start-ups/ budding entrepreneurs and be based on the latest industry practices and trends.

Deliverable:

- Prepare and develop customized training modules in business and operational aspects.
- Developing sector-specific modules.

11.3.3 Coordinating with training institutions: The consultant would assist in coordinating with the Implementing Agencies (IAs) like IITs, IIMs, TCs, NITs, DFOs, TCs, M/o MSMEs associated institutions/departments/organizations, etc. to ensure that the training is delivered as per the curriculum and in a timely manner.

Deliverable:

- Quarterly progress updates.



11.3.4 Coordinating with other Central/State Government Agencies: The consultant would assist in coordinating with the relevant Government agencies to ensure that the scheme is implemented as per government guidelines and regulations. They would need to keep themselves updated on the latest policies and regulations related to the schemes of the other Central/State Government Ministries and make sure that the ESDP scheme is spread widely, inculcating the necessary amendments in the scheme.

Deliverable:

- Quarterly progress updates.

11.3.5 Monitoring and evaluating the progress: The consultant would assist in monitoring and evaluating the progress of the scheme and provide regular reports to the Office of Development Commissioner, Ministry of MSME. They would need to track Key Performance Indicators (KPIs) such as the number of participants, programme completion rates, handholding support extended by the IAs, success stories, feedback from participants, etc., to measure the effectiveness of the scheme. The consultant would also assist in designing a monitoring framework, including digital interventions for the purpose.

Deliverable:

- Designing the monitoring framework.
- Defining the scope of work for development aspects.
- IAs finalization.
- Quarterly progress updates.

11.3.6 Identifying areas for improvement: The consultant would assist in identifying and recommending areas for improvement in the scheme, based on feedback from participants and monitoring and evaluation results. They would need to make recommendations to the Office of Development Commissioner on how the scheme can be improved to better meet the needs of the participants.

Deliverable:

- Confidential improvement report based on real-time assessment.

11.3.7 Technical Evaluation of proposals and presentation before Empowered Committee for approval.



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Deliverable:

- As per need basis.

11.3.8 Assisting in the disbursement of financial assistance: The consultant would assist in the evaluation of the documents submitted by the Implementing Agencies (IAs), TCs and MSME-DFOs and provide the recommendation to the Empowerment Committee to consider the proposals based on the documents received. They would need to ensure that the financial assistance is disbursed to the IAs in a timely manner and according to the guidelines set by the O/o DC (MSME).

Deliverable:

- Recommendation to the Empowered Committee to consider the proposals as submitted by the IAs based on the previous year's performances, utilization certificate & other relevant documents as submitted and disbursement of financial assistance thereof.

11.3.9 Aadhar based attendance.

11.4 Resource Requirement & Responsibilities of the Team

To execute the Entrepreneurship and Skill Development Programme (ESDP) scheme, various types of experts would be required with different skill sets and expertise. Some of the required key types of experts are mentioned below:

11.4.1 Project Management Expert (Team Leader) would be responsible for developing the project plan, and timelines for the ESDP scheme and for coordinating the various activities involved in the implementation of the scheme. He/she would also be responsible for monitoring the scheme's progress, identifying improvement areas, and providing regular reports to the O/o DC (MSME).

11.4.2 Financial Management Expert would be responsible for coordinating with NIMSE, NIESBUD, IIEP & P&AO (MSME), Central Nodal Agency (CNA), Sub Nodal Agency (SNA), etc. for assisting in the disbursement of financial assistance to eligible Institutes and ensuring that the financial assistance to the Implementing Agencies (IAs) is disbursed in a timely manner, as per the guidelines set by the O/o DC (MSME). The expert would also be maintaining all details of



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beneficiary candidates and financial records related to the scheme and presenting them to the O/o DC (MSME) as and when required.

11.4.3 Enterprise & Training Development Expert would be responsible for providing guidance on the latest technologies/interventions in the different fields of MSMEs such as Textile, General Engineering, Automotive, Testing and Calibration, Packaging, Green Technologies, AI&ML, Data Science, other technical/management related topics/fields, etc. The expert should also be responsible for improvising the business operations and ensuring that the training modules are relevant and up-to-date with the latest industry trends. Additionally, the expert would be responsible for identifying suitable training institutions, developing training modules, course content and curriculum for the various technical/management-related topics covered under the ESDP scheme, and coordinating with the training institutions to ensure that the training is delivered as per the curriculum and in a timely manner.

11.4.4 Monitoring and Evaluation expert would be responsible for developing and maintaining the MIS dashboard and Central Dashboard Portal (for inviting applications for ESDP training) of the ESDP scheme on a regular basis, preparing the regular reports as suggested by the O/o DC (MSME). The expert will also be responsible to maintain the data on MIS & other data related to the scheme and generate meaningful reports for any intervention if required. Follow-up with the candidates, including coordination with the concerned IAs for required hand-holding support, shall also be the responsibility of the expert.

11.4.5 Technology expert would be responsible for providing guidance on the latest IT technologies, preferably in the skill development domain, and how to use them to improve business operations, and ensuring that the training modules are relevant and up-to-date with the latest industry trends.

11.4.6 It is worth noting that the above team of experts with different skills and expertise would be required to execute the program effectively. The team will be led by a Project Management Expert who will coordinate the activities of the different experts and ensure that the scheme is implemented as per the scheme guidelines.



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Ministry of Micro, Small & Medium Enterprises
विकास आयोग (सू. ल. एवं म. उद्यम) का कार्यालय
Office of the Dev. Commissioner (MSME)
निर्मल भवन, नई दिल्ली-110011 / Nirman Bhawan, New Delhi-110011

Annexure B: Pre-Qualification and Technical Proposal Submission Standard Form

Forms Format 1: Covering Letter[Location, Date]

To

The Joint Director (ESDP),
ESDP Division,
7th Floor, Nirman Bhawan
O/o DC (MSME), Ministry of MSME,
New Delhi-110011

Dear Sir,

We, the undersigned, offer to provide the Services for [Insert title of assignment] in accordance with your Request for Proposal (RfP) dated [Insert Date] and our Proposal.

We hereby declare that we have read the Instructions to Agencies included in the RfP, and abide by the same. [In case of any declaration, reference to the concerned document attached must be made]. We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We self-declare that we have not been blacklisted by Central Government, any State Government, any Public Sector Undertaking (PSU) or any Corporation or in litigation with the Central Government, State Government, any Public Sector Undertaking or Corporation as of the date of submission of the proposal.

We certify that we have a track record of providing consultancy services for more than 5 years to other Ministry/Organization.

We undertake, if our Proposal is accepted, to initiate Services related to the assignment not later than the date indicated in the Data Sheet.

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



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Format 2: Legal Constitution & Number of Years of Existence

Organization Name:

1. Status / Constitution of the Organization:	
2. Name of Registering Authority:	
3. Registration Number:	
4. Date of Registration:	
5. Place of Registration:	

For and on behalf of: (Company Seal) Signature:

Name:

Designation:

(Authorized Representative and Signatory)

Note: Please provide a copy of the registration certificate from the appropriate Registering Authority.


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Format 3: Financial Standing (Annual Turnover)

Certificate from the Statutory Auditor regarding the organization's annual turnover is ₹ 100 crore for the last five financial years ending 31st March 2024. Based on its books of accounts and other published information authenticated by it, this is to certify that..... (Name of the Bidder) had, over the last five Financial Years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24), a total turnover of the organization is ₹.....crore as per year-wise details noted below:

Financial Year ending 31 st March	Total Turnover (In ₹ Crore)
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	
Total	

Name of the audit firm/ Chartered Accountant:

Seal of the audit firm:

(Signature, name, designation, and registration number of the Chartered accountant)

Date:

Note: Please provide certified copies of Audited Financial Statements of the organization/agency for over the last five financial years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24).



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Format 4: Project Detail of PMU

(Details of the projects undertaken by the Agency-Please fill separate assignments for five or more projects)

Name of the project:	Approx. value of the contract (in current Rs):
Name of Client:	
Address of Client:	
Project location	
Project period as per contract	
Start date (month/year):	
Completion date (month/year):	
Number of manpower positioned	
Project value	
(Brief Description of the Project)	

Refer to 5.2 (2) and fill the above Form separately for each project. The Technical Evaluation Committee can ask the firm to present their experiences during the evaluation process.

Authorized Signatory [In full initials and Seal]: _____

Name of the Organization:



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Format 5: Curriculum Vitae (CV) of Team members

Position:

1. NAME:
2. DATE OF BIRTH:
3. NATIONALITY:
4. EDUCATION: [year] [name of institution and degree] (From the last degree till 10th standard)
5. Specialization, if any:
6. MEMBERSHIP OF PROFESSIONAL ASSOCIATIONS:
7. COUNTRIES OF WORK EXPERIENCE INCLUDING LEADING PROJECTS:
8. LANGUAGES KNOWN:
9. EMPLOYMENT RECORD: [Year starting with present position] [employer]
10. PROFESSIONAL EXPERIENCE: [Month and year start to finish] [Name of project and client]
11. [Descriptive paragraph of 4-5 sentences on each assignment, position held, responsibilities undertaken, and achievements attained.]
12. Special Work, if any, undertaken related to Entrepreneur Skill Development
13. Additional Information.....

Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- i. This CV correctly describes my qualifications and experience.

[Signature of expert or authorized representative]

_____[Name of Expert/Authorized signatory].

The Technical Evaluation Committee can call the designated manpower for an interview while evaluating the Technical Proposal.



Format 6: Format of Bank Guarantee Form for Bid Security

The P&AO(MSME), DC-MSME
Nirman Bhawan,
New Delhi-110011

Whereas..... [name of bidder] [hereinafter called "the bidder"] has submitted his bid dated.....[date] for the selection of Project Management Unit (PMU) for the Entrepreneurship and Skill Development Programme (ESDP) scheme. KNOW ALL PEOPLE by these presents that WE(name of the bank) having registered office at.....(full address) (hereinafter called "the bank") are bound unto.....(name of the Client) (hereinafter called "the Client") in the sum of Rs.....(Rupees.....(amount in figures and in words) for which payment well and truly to be, made to the said Client, the bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said bank this..... Day of....., 2024.

THE CONDITIONS of this obligations are:

1. If the bidder

- i. Withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
- ii. Does not accept the correction of errors in accordance with the Instruction to Bidders.

OR

2. If the bidder, having been notified of the acceptance of its bid by the Client during the period of bid validity.

- i. Fails or refuses to execute the contract form, if required; or
- ii. Fails or refuses to furnish the performance security, in accordance with the instructions to Bidders;



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

This guarantee will remain in force up to and including 60 (sixty) days after the period of bid validity i.e. 120 days from the date of bid publication and any demand in respect thereof should reach the bank not later than the above date.

.....
Signature of the Bank
SEAL of the Bank
Date:.....
Place:.....



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Annexure C: Financial Proposal Submission Standard Form

Please note that financials need to be provided under the Offer Price Section on the GeM portal only. The below format is only for the bidder's reference.

Sr. No.	Position	Duration (In Month)	Number	Rate per person per month, including GST	Total value for the duration of the project (Including GST)
1	Project Management Expert (Team Leader)	12	1		
2	Financial Management Expert	12	1		
3	Enterprise & Training Development Expert	12	1		
4	Monitoring and Evaluation (M&E) Expert	12	1		
5	Technology Expert	12	1		

***Note:** The agreement will be valid for a period of 12 months commencing from the date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of 12 months and thereafter increment of 5% on a yearly basis (excluding GST). The contract can further be extended annually, for a maximum of two more years, after reviewing their annual performance as per the scope of work, deliverables, and requirements, on the same terms and conditions with applicability of revision of rates, except for taxes, which will be as per actual.*



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Annexure D: Terms of Reference (TOR)

1. All services on an outsourcing basis shall be performed by qualified and skilled resources in performing such services as per the eligibility criteria.
2. The resources deployed by the agency should not have any adverse police records/criminal cases against them. To verify the character/ credentials of the deployed manpower shall be the service provider's sole liability.
3. The unit cost given as per the financial bid will be valid during the duration of the contract, along with an extension, if any. The tax rates may vary from time to time and will be accounted for by the client.
4. The service provider shall engage a necessary number of resources as required by this O/o DC (MSME) from time to time. The said resources engaged by the service provider shall be the service provider's employees, and the service provider shall pay their salary every month. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and this O/o DC (MSME), and further, the said resources of the service provider shall not claim any employment, engagement, or absorption in future.
5. The service provider's resources shall not claim any benefit/ compensation/ absorption/ regularization of service from/in this O/o DC (MSME) under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
6. The service provider's personnel shall not divulge or disclose to any person any details of the office operation process, technical know-how, or administrative/ organizational matters, as all are confidential/ secret in nature.
7. The service providers' personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this O/o DC (MSME). The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
8. The resources deputed shall not be below the age of 21 years. It is the responsibility of the firm to deploy 100% of the proposed resources in the proposal for program implementation, and no resource change request will be acceptable during the first quarter. If any change occurs



during the first quarter, the corresponding value changed resource will be deducted for 15 days from the deployment date.

9. The O/o DC (MSME) may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her/their misconduct, and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately (maximum within 30 days) any of its personnel if they are unacceptable to O/o DC (MSME) because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from O/o DC (MSME).

10. The service provider has to provide photo identity cards to the persons employed by them for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

11. The service provider shall ensure proper conduct of his resources in office premises and enforce the prohibition of consumption of alcoholic drinks, paan, gutka, smoking, and loitering without work.

12. The transportation, food, medical and other statutory requirements for each service provider's personnel shall be the service provider's responsibility, and the O/o DC (MSME) shall not be liable or responsible for any of these accounts towards any service provider's personnel.

13. Working hours would typically be from 9 A.M. to 5:30 P.M. during working days, including ½ an hour lunch break. However, in exigencies of work, they may be required to sit late, and the personnel may be called on Saturday, Sunday and other Gazetted holidays, if required. No overtime will be paid in any circumstances.

14. That the agency will be wholly and exclusively responsible for payment of wages to the resources engaged by it in compliance with all the statutory obligations under all related legislations as applicable to it from time to time, including the Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and O/o DC (MSME) shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation.

15. The attendance will be maintained by the O/o DC (MSME) at the project office, and a copy of the same shall be sent to the agency at every month's end in the format mutually decided.



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16. The firm will raise its monthly payment invoice within 2 weeks after the completion of the month, indicating the work undertaken by the members. O/o DC (MSME) will examine the quality of work against the expected output and, with the approval of the competent authority not below the level of JS, release the payment within 15 days after deduction of taxes deductible at source under the laws in force. Payment can be released pro-rata in case designated manpower is not deployed.

17. based on attendance certified by the project office, the agency shall prepare the monthly wage bill and disburse the wages to the staff on or before the 7th of every month.

18. Payments to the service provider would be strictly on certification by the project office with whom the hired staff is attached that their service was satisfactory and as per their attendance shown in the bill preferred by the service provider.

19. No TA/DA shall be payable to the resource deputed by the agency at the time of joining. In case the resources are assigned duties outside his place of deployment for visiting other locations, such travelling, boarding, and lodging expenses will be paid by the O/o DC (MSME) to the staff as per government guidelines and would be decided in mutual concern basis with scheme division & service provider. However, any such travel has to be approved by the O/o DC (MSME) in advance. To claim reimbursement, the service provider needs to submit the travel expense claim to the O/o DC (MSME) along with the relevant bills/ vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority.

20. No wage/remuneration will be paid to any staff for the days of absence from duty.

21. The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider. The substitute resource has to match the qualifications and can only be on-boarded after the O/o DC (MSME) approval.

22. The service provider shall always be contactable, and messages sent by phone-mail/Fax/Special Messenger from O/o DC (MSME) to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by O/o DC (MSME) in fulfilment of the contract from time to time.



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23. The O/o DC (MSME) shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the service provider's personnel.

24. That the agency, on its part and through its own resources, shall ensure that the goods, materials and equipment, etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for the act of commission and omission on the part of its staff and its employees, etc. If the O/o DC (MSME) suffers any loss or damage on account of negligence on the part of the employees/ agents of the agency, then the agency shall be liable to reimburse to the O/o DC (MSME) for the same. The agency shall keep the O/o DC MSME fully indemnified against any such loss or damage.

25. The successful bidder will enter into an agreement with the O/o DC (MSME) for the supply of suitable and qualified manpower as per the requirement of the O/o DC (MSME) on these terms and conditions. The agreement will be valid for a period of 12 months commencing from the date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of 12 months and thereafter increment of 5% on a yearly basis (excluding GST). The contract can further be extended annually, for a maximum of two more years, after reviewing their annual performance as per the scope of work, deliverables, and requirements, on the same terms and conditions with applicability of revision of rates, except for taxes, which will be as per actual.

26. All information gained by the bidder during the duration of the contract cannot be shared/used by the bidder, without the consent of the client.

27. The service provider shall not assign, transfer, pledge, or sub-contract the performance of service without the prior consent of the O/o DC (MSME).

28. However, the agreement can be terminated by either party by giving one month's notice in advance. The client can terminate the contract by giving a 30 calendar days' notice provided: -

- i. The bidder fails to remedy a failure in the performance of its obligations as specified by the client with a minimum notice period of 30 days.
- ii. The bidder becomes insolvent or bankrupt.



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- iii. The bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- iv. If, as a result of the force majeure, the bidder is unable to perform a material portion of the services for a period of not less than 60 days.
- v. If the bidder fails to confirm the availability of resources as committed. The bidder may terminate the contract by not less than 30 calendar days' notice to the client, provided the client fails to pay any money due to the bidder, not subject to dispute, within 45 calendar days after receiving written notice from the bidder that such payment is overdue.
- vi. The Client fails to comply with any final decision reached as a result of arbitration, and the Client has done a material breach of its obligations pursuant to this contract and has not remedied the same within 45 days (or longer as the bidder has agreed in writing) following the receipt by the client of the bidder's notice specifying such breach.
- vii. If the agency fails to give one month's notice in writing for termination of the contract, then one month's wages, etc. and any amount due to the agency from the O/o DC (MSME) shall be forfeited by the O/o DC (MSME).

29. That on the expiry of the agreement, as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the agency personnel, it shall be the entire responsibility of the agency to pay and settle the same.

30. Contract between the Client and the successful bidder containing the terms and conditions in the RfP will be entered into, as necessary, after the award of the work.

31. The Client (and any others for whom services are provided) shall not recover from agency, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the services that directly caused the loss in connection with claims arising out of this contract or otherwise relating to the services.

32. **Force Majeure:** The Client or the successful bidders, as the case may be, are entitled to suspend or excuse their respective performance of their respective obligations under this contract

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to the extent that the purchaser or the successful bidder, as the case may be, is unable to render such performance by an event of force majeure.

32.1 In this contract, force majeure means any event or circumstance or a combination of events and circumstances, which satisfy all the following conditions:

- a. materially and adversely affects the performance of an obligation;
- b. are beyond the reasonable control of the affected party;
- c. such party could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill or care;
- d. do not result from the negligence or misconduct of/ from/ by such party/ their representatives/ employees/ agents, or the failure of such party to perform its obligation hereunder; and
- e. or any consequence of which has an effect described in section in this paragraph.

32.2 Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Section 32: a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India; b) revolution, riot, insurrection or other civil commotion, an act of terrorism or sabotage in each case within India; c) nuclear explosion, radioactive and chemical contamination or ionizing, radiation, directly affecting the area, unless the source and the cause of the explosion, contamination, radiation or hazardous thing is brought to or near the area by the Successful bidder or anyone affiliated to Successful bidder or any contractor or subcontractor of Successful bidder or any of their employees or servants or agents d) any fire, which is not the effect of natural element and e) any event or circumstances of a nature analogous to any events set forth in this paragraph.



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Office of the Dev. Commissioner (MSME)
निगम भवन, नई दिल्ली-110011 / Niman Bhawan, New Delhi-110011

Annexure E: Format for Performance Security Bank Guarantee

Format for Performance Security Bank Guarantee

(To be provided at the time of signing of Agreement)

In consideration of the Office of the Development Commissioner, Ministry of MSME, Government of India, having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said PMU" name of the work (hereinafter called "the said consultancy agreement") having agreed to the production of an irrevocable bank guarantee for Rs------(Rupees -----Only) as a security/ guarantee from the selected agency for compliance of his obligations in accordance with the terms and conditions in the said consultancy agreement.

1. We (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) _____ pay to the PA&O Development Commissioner, Ministry of MSME, Government of India, New Delhi an amount not exceeding Rs.-----
---- (Rupees----- only) on demand by the Development Commissioner, Ministry of MSME, Government of India, New Delhi.

2. We do hereby undertake to pay the amounts due and payable (Indicate the name of the Bank) _____ under this Guarantee without any demur, merely on a demand from the Development Commissioner, Ministry of MSME, Government of India, that the amount claimed is required to meet the recoveries due or likely to be due from the said PMU. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ----- (Rupees -----only).

3. We, the said bank, further undertake to pay to the Development Commissioner, Ministry of MSME, Government of India, New Delhi, any money so demanded, notwithstanding any dispute or disputes raised by the CPSE in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.



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4. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) _____ remain in full force and effect during the period that would be taken for the performance of the said consultancy agreement, and it shall continue to be enforcement till all the dues of the Development Commissioner, Ministry of MSME, Government of India, New Delhi under or by virtue of the said consultancy agreement have been fully paid, and its claims satisfied or discharges, or till the Development Commissioner office, certifies that the terms and conditions of the said consultancy agreement have been fully and properly carried out by the said PMU and accordingly discharges this guarantee.

5. We further agree with the Development Commissioner, Ministry of MSME, Government of India, New Delhi that the (indicate the name of the Bank) _____ shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said consultancy agreement or to extend time of performance by the said PMU from time to time or to postpone for any time or from time to time any of the powers exercisable by the Development Commissioner, Ministry of MSME, Government of India against the said PMU, and to forbear or enforce any of the terms and conditions relating to the said consultancy agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said PMU or for any forbearance, act of omission on the part of the Development Commissioner, Ministry of MSME, Government of India or any indulgence by the Development Commissioner, Ministry of MSME, Government of India to the said PMU or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to a change in the constitution of the Bank or the contractor(s).

7. We lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) _____ the previous consent of the Development Commissioner, Ministry of MSME, Government of India in writing.

8. This Guarantee shall be valid up tounless extended on demand by the Development Commissioner, Ministry of MSME, Government of India Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.----- (Rupees ----- only) and unless a claim a writing is lodged with us within six

months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated----- the day ----- off for -----

(Indicate the name of the Bank)



11/12/24

अजय बाजपेई / AJAY BAJPAI
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Annexure F: Draft Contract Documents

DRAFT AGREEMENT

This Agreement is entered into on thisth day of....., 2024 at

BY AND BETWEEN

The President of India acting through *Insert name of the officer*, Joint Director (EDSP), O/o Development Commissioner, Ministry of MSME, Government of India, duly authorized for the purpose hereof, having its office at (insert address), (hereinafter referred to as the 'Client' which expression unless repugnant to the context thereof shall mean and include its administrators, legal representatives, successors, and assigns, etc.) of First Part;

AND

(Insert name) having its registered office at.....(insert address) ... (hereinafter referred to as the 'Agency' which expression unless repugnant to the context thereof shall mean and include their successors in interests, legal representatives, and permitted assigns, etc.) of Second Part;

Hereinafter, the Client and the Agency shall be collectively referred to as 'Parties' and individually as a 'Party'.

Whereas Development Commissioner, Ministry of MSME, Government of India, is desirous to carry out the work as per the scope of work and has accepted a proposal submitted by the (name of selected Agency) to provide the said service.

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

Section 1 – Terms of Reference

1.1. All services on an outsourcing basis shall be performed by qualified and skilled resources in performing such services as per the eligibility criteria.

1.2. The resources deployed by the agency should not have any adverse police records/criminal cases against them. To verify the character/ credentials of the deployed manpower it shall be the sole liability of the service provider.



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1.3. The unit cost given as per the financial bid will be valid during the duration of the contract, along with an extension, if any. The tax rates may vary from time to time and will be accounted for by the client.

1.4. The service provider shall engage a necessary number of resources as required by the Client from time to time. The said resources engaged by the service provider shall be the employees of the service provider, and it shall be the duty of the service provider to pay their salary every month. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and this O/o DC (MSME), and further, the said resources of the service provider shall not claim any employment, engagement, or absorption in future.

1.5. The service provider's resources shall not claim any benefit/ compensation/ absorption/ regularization of service from/in this O/o DC (MSME) under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

1.6. The service provider's personnel shall not divulge or disclose to any person any details of the office operation process, technical know-how, or administrative/ organizational matters as all are confidential/ secret in nature.

1.7. The service providers' personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this O/o DC (MSME). The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

1.8. The resources deputed shall not be below the age of 21 years. It is the responsibility of the firm to deploy 100% of the proposed resources in the proposal for implementation of the program, and no resource change request will be acceptable during the first quarter. If there is any change during the first quarter, the corresponding value changed resource will be deducted for 15 days from the date of deployment.

1.9. The Client may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her/their misconduct, and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately (maximum within 30 days) any of its personnel if they are



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1.10. The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

1.12. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider, and the Client shall not be liable or responsible on any of these accounts towards any personnel of the service provider.

1.14. That the agency will be wholly and exclusively responsible for payment of wages to the resources engaged by it in compliance with all the statutory obligations under all related legislations as applicable to it from time to time, including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and the Client shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation.

1.16. The firm will raise its monthly payment invoice within 2 weeks after the completion of the month, indicating the work undertaken by the members. The Client will examine the quality of work against the expected output and, with the approval of the competent authority not below the level of the Joint Secretary, release the payment within 15 days after deduction of taxes deductible at source under the laws in force. Payment can be released on a pro-rata basis in case designated manpower is not deployed.


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1.17. Based on attendance certified by the project office, the agency shall prepare the monthly wage bill and disburse the wages to the staff on or before the 7th of every month.

1.18. Payments to the service provider would be strictly on certification by the project office with whom the hired staff is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.

1.19. No TA/DA shall be payable to the resource deputed by the agency at the time of joining. In case the resources are assigned duties outside his place of deployment for visiting other locations, such travelling, boarding, and lodging expenses will be paid by the Client to the staff as per government guidelines and would be decided on a mutual concern basis with the scheme division & service provider. However, any such travel has to be approved by the Client in advance. To claim reimbursement, the service provider needs to submit the travel expense claim to the O/o DC (MSME) along with the relevant bills/ vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority.

1.20. No wage/remuneration will be paid to any staff for the days of absence from duty.

1.21. The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider. The substitute resource has to match the qualifications and can only be on-boarded after the approval of the Client.

1.22. The service provider shall always be contactable, and messages sent by phone-mail/Fax/Special Messenger from the Client to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by O/o DC (MSME) in fulfilment of the contract from time to time.

1.23. The O/o DC (MSME) shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the service provider's personnel.

1.24. That the agency, on its part and through its own resources, shall ensure that the goods, materials, and equipment, etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. If the Client suffers any loss or damage on account of negligence on the part of the employees/

agents of the agency, then the agency shall be liable to reimburse to the Client for the same. The agency shall keep the Client fully indemnified against any such loss or damage.

1.25. The agreement will be valid for a period of 12 months commencing from the date of signing and shall continue to be in force in the same manner unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of 12 months and thereafter increment of 5% on a yearly basis (excluding GST). The contract can further be extended annually, for a maximum of two more years, after reviewing their annual performance as per the scope of work, deliverables, and requirements, on the same terms and conditions with applicability of revision of rates, except for taxes, which will be as per actual.

1.26. All information gained by the bidder during the duration of the contract cannot be shared/used by the bidder, without the consent of the client/project office.

1.27. The service provider shall not assign, transfer, pledge, or sub-contract the performance of service without the Client's prior consent.

1.28. However, the agreement can be terminated by either party by giving one month's notice in advance. The client can terminate the contract by giving a 30 calendar days' notice provided: -

- i. The Agency fails to remedy a failure in the performance of its obligations as specified by the client with a minimum notice period of 30 days.
- ii. The Agency becomes insolvent or bankrupt.
- iii. The Agency fails to comply with any final decision reached as a result of arbitration proceedings.
- iv. If, as a result of the force majeure, the Agency is unable to perform a material portion of the services for a period of not less than 60 days.
- v. If the Agency fails to confirm the availability of resources as committed. The Agency may terminate the contract by not less than 30 calendar days' notice to the client, provided the client fails to pay any money due to the Agency, not subject to dispute, within 45 calendar days after receiving written notice from Agency that such payment is overdue.
- vi. The Client fails to comply with any final decision reached as a result of arbitration, and the Client has done a material breach of its obligations pursuant to this contract and has not remedied the same within 45 days (or longer as the agency has agreed in



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writing) following the receipt by the client of the bidder's notice specifying such breach.

- vii. If the Agency fails to give one month's notice in writing for termination of the contract, then one month's wages, etc. and any amount due to the agency from the Client shall be forfeited by the Client.

1.29. That on the expiry of the agreement, as mentioned above, the Agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the agency personnel, it shall be the entire responsibility of the agency to pay and settle the same.

1.30. The Client (and any others for whom services are provided) shall not recover from the agency, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the services that directly caused the loss in connection with claims arising out of this contract or otherwise relating to the services.

1.31. Force Majeure: The Client or Agency, as the case may be, are entitled to suspend or excuse their respective performance of their respective obligations under this contract to the extent that the Client or Agency, as the case may be, is unable to render such performance by an event of force majeure.

1.31.1 In this contract, force majeure means any event or circumstance or a combination of events and circumstances which satisfy all the following conditions:

- a. materially and adversely affects the performance of an obligation;
- b. are beyond the reasonable control of the affected party;
- c. such party could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill or care;
- d. do not result from the negligence or misconduct of/ from/ by such party/ their representatives/ employees/ agents, or the failure of such party to perform its obligation hereunder; and/or
- e. any consequence of which has an effect described in section in this paragraph.



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1.31.2 Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Section 31: a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India; b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India; c) nuclear explosion, radioactive and chemical contamination or ionizing, radiation, directly affecting the area, unless the source and the cause of the explosion, contamination, radiation or hazardous thing are brought to or near the area by the Agency or anyone affiliated to the Agency or any contractor or subcontractor of the Agency or any of their employees or servants or agents d) any fire, which is not the effect of natural element and e) any event or circumstances of a nature analogous to any events set forth in this paragraph.

Section 2–Project Background and Scope of Work (including A&M submitted by selected bidder)

2.1 Background

Entrepreneurship development is the process of improving the skills and knowledge of entrepreneurs, enhancing the capacity to develop, manage and organize a business venture while keeping in mind the associated risks. The focus of entrepreneurship development is to increase the number of entrepreneurs. The O/o DC (MSME) under the "Development of MSMEs" vertical has launched the "Entrepreneurship and Skill Development Programme (ESDP)". The objective of the programme is to motivate young persons (Men and Women) representing different sections of society, SC, ST, Women and Physically Handicapped, Ex-Servicemen, Agniveer and BPL persons to consider self-employment or entrepreneurship as one of the career options.

2.2 Objective of the ESDP Scheme

The primary goal of the ESDP scheme is to foster entrepreneurship and create a culture of innovation in the country. This can be achieved through a range of programs aimed at promoting new enterprises, building the capacity of existing Micro, Small and Medium Enterprises (MSMEs) and providing training to individuals on technical and business skills needed to succeed in their careers. The focus is on motivating young people, including those from disadvantaged backgrounds such as SC, ST, Women and Physically Handicapped, Ex-

Servicemen, Agniveer and BPL, to consider entrepreneurship or self-employment a viable career option.

The scheme aims to provide basic and advanced entrepreneurship training to equip entrepreneurs with the skills and knowledge needed to turn their ideas into action. The training will also bring about a change in the attitude and behavior of the target group towards entrepreneurship. The program is intended to develop technical and vocational skills or upgrade existing ones among the participants. This will help them not only consider entrepreneurship a career opportunity but also succeed in any profession they choose.

Another objective of the scheme is to support the establishment of new MSMEs and enhance the growth of existing ones. This will result in improved productivity and job creation in the country. The Implementing Agencies (IAs) will be responsible for the Udyam Registration of ESDP beneficiaries. The initiative also provides opportunities for MBA/Engineering students to gain vocational training and in-depth study of the outcomes of ESDP programs conducted. This will help prepare a compendium of available technology for disseminating MSMEs. The hired students will be provided with experience certificates and stipends.

Overall, the scheme seeks to create a favorable environment for entrepreneurship to flourish in the country. It aims to provide a platform for individuals to acquire the necessary skills and knowledge to become successful entrepreneurs. By promoting entrepreneurship, the initiative hopes to create employment opportunities, enhance the growth of MSMEs and contribute to the country's overall economic development. For further details regarding the scheme, please refer to the guidelines available on the Mo-MSME website.

2.3 Scope of Work

The Scope of Work of the assignment is as follows:

2.3.1 Identifying and selecting training institutions: The consultant would assist O/o DC(MSME) and M/o MSME in identifying and selecting suitable training institutions that have the necessary infrastructure, facilities, and expertise to deliver the training under the ESDP scheme as per the prescribed ESDP policy. This would also require maintaining and updating the existing MIS dashboard / Database of selected training partners/participants.



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Deliverable:

- MoUs with at least ten training institutions.

2.3.2 Developing training modules: The consultant would assist in developing training modules and curriculum for the various topics covered under the ESDP scheme, such as business planning, financial management, marketing, technology, Technical/Management sector-specific training, and other relevant areas as and when the need arises in consultation with the sector skill councils and other important stakeholders. The training modules would need to be tailored to the specific needs of MSMEs/ Start-ups/ budding entrepreneurs and be based on the latest industry practices and trends.

Deliverable:

- Prepare and develop customized training modules in business and operational aspects.
- Developing sector-specific modules.

2.3.3 Coordinating with training institutions: The consultant would assist in coordinating with the Implementing Agencies (IAs) like IITs, IIMs, TCs, NITs, DFOs, TCs, M/o MSMEs associated institutions/departments/organizations, etc. to ensure that the training is delivered as per the curriculum and in a timely manner.

Deliverable:

- Quarterly progress updates.

2.3.4 Coordinating with other Central/State Government Agencies: The consultant would assist in coordinating with the relevant government agencies to ensure that the scheme is implemented as per government guidelines and regulations. They would need to keep themselves updated on the latest policies and regulations related to the schemes of the other Central/State Government ministries and ensure that the ESDP scheme is spread widely, inculcating the necessary amendments in the scheme.

Deliverable:

- Quarterly progress updates.



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Ministry of Micro, Small & Medium Enterprises
मिनिस्टर ऑफ द डेव. कमिशनर (MSME)
विभाग नवन, नई दिल्ली-110011 / Ministry of Micro, Small & Medium Enterprises
नई दिल्ली-110011

2.3.5 Monitoring and evaluating the progress: The consultant would assist in monitoring and evaluating the scheme's progress and provide regular reports to the Office of Development Commissioner, Ministry of MSME. They would need to track Key Performance Indicators (KPIs) such as the number of participants, completion rates, and participant feedback to measure the scheme's effectiveness. The consultant would also assist in designing a monitoring framework, including digital interventions for the purpose.

Deliverable:

- Designing the monitoring framework.
- Defining the scope of work for development aspects.
- IAs finalization.
- Quarterly progress updates.

2.3.6 Identifying areas for improvement: The consultant would assist in identifying and recommending areas for improvement in the scheme, based on participant feedback and monitoring and evaluation results. They would need to make recommendations to the Office of Development Commissioner on how the scheme can be improved to meet the needs of the participants better.

Deliverable:

- Confidential improvement report based on real-time assessment.

2.3.7 Technical Evaluation of proposals and presentation before Empowered Committee for approval.

Deliverable:

- As per need basis.

2.3.8 Assisting in the disbursement of financial assistance: The consultant would assist in evaluating the documents submitted by the Implementing Agencies (IAs) and provide recommendations to the Empowerment Committee to consider the proposals based on the documents received. They would need to ensure that the financial assistance is disbursed to the IAs in a timely manner and according to the guidelines set by the O/o DC (MSME).

Deliverable:

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विकास आयुक्त (सू. ल. एवं म. उद्यम) का कार्यालय
Office of the Dev. Commissioner (MSME)
निर्माण भवन, नई दिल्ली-110011 / Nirman Bhawan, New Delhi-110011

- Recommendation to the Empowered Committee to consider the proposals as submitted by the IAs based on the previous year's performances, utilization certificate & other relevant documents as submitted and disbursal of financial assistance thereof.

2.3.9 Aadhar based attendance.

2.4 Resource Requirements & Responsibilities of the Team

To execute the Entrepreneurship and Skill Development Programme (ESDP) scheme, various types of experts would be required with different skill sets and expertise. Some of the required key types of experts are mentioned below:

2.4.1 Project management expert (Team Leader) would be responsible for developing the project plan, and timelines for the ESDP scheme and coordinating the various activities involved in implementing the scheme. He/she would also be responsible for monitoring the scheme's progress, identifying improvement areas, and providing regular reports to the O/o DC (MSME).

2.4.2 Financial management expert would be responsible for coordinating with NIMSE, NIESBUD, IIEP & P&AO (MSME), Central Nodal Agency (CNA), Sub Nodal Agency (SNA), etc. for assisting in the disbursal of financial assistance to eligible Institutes and ensuring that the financial assistance to the Implementing Agencies (IAs) is disbursed in a timely manner, as per the guidelines set by the O/o DC (MSME). The expert would also maintain all details of beneficiary candidates and financial records related to the scheme and present them to the O/o DC (MSME) as and when required.

2.4.3 Enterprise & Training Development Expert would be responsible for providing guidance on the latest technologies/interventions in the different fields of MSMEs such as Textile, General Engineering, Automotive, Testing and Calibration, Packaging, Green Technologies, AI&ML, Data Science, other technical/management related topics/fields, etc. The expert should also be responsible for improvising the business operations and ensuring that the training modules are relevant and up-to-date with the latest industry trends. Additionally, the expert would be responsible for identifying suitable training institutions, developing training modules, course content and curriculum for the various technical/management-related topics covered under the ESDP scheme, and coordinating with the training institutions to ensure that the training is delivered as per the curriculum and in a timely manner.

2.4.4 Monitoring and Evaluation expert would be responsible for developing and maintaining the MIS dashboard and Central Dashboard Portal (for inviting applications for ESDP training) of the ESDP scheme regularly and preparing the regular reports as suggested by the O/o DC (MSME). The expert will also be responsible for maintaining the data on MIS & other data related to the scheme and generating meaningful reports for any intervention if required. Follow-up with the candidates, including coordination with the concerned IAs for required hand-holding support, shall also be the expert's responsibility.

2.4.5 Technology expert would be responsible for providing guidance on the latest IT technologies, preferably in the skill development domain, and how to use them to improve business operations, ensuring that the training modules are relevant and up-to-date with the latest industry trends.

2.4.6 It is worth noting that the above team of experts with different skills and expertise would be required to execute the program effectively. The team will be led by a Project Management Expert who will coordinate the activities of the different experts and ensure that the scheme is implemented as per the scheme guidelines.

Section 3: Confidentiality:

All confidential information provided by a party hereto shall be used by any other parties hereto solely for the purposes of rendering services pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of such providing party.

Section 4: Amendments:

This contract may be revised, added to or altered with mutual consent of the parties, providing written evidence.

Section 5. Dispute Resolution:

The parties agree that any claim or dispute relating to this agreement and any other matters, disputes, or claims between them shall first be settled amicably with their best efforts. The parties agree that any claim or dispute between the parties that arises out of this contract or the



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relationship or obligations contemplated under this contract, if not resolved through amicable settlement, shall be resolved through final and binding Arbitration.

Section 6. Arbitration:

In the event of failing amicable settlement, any claim, dispute, or difference relating to or arising out of this Agreement shall be referred to the arbitration, of a sole arbitrator within thirty (30) days. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The AS&DC(MSME), will appoint the Sole Arbitrator nominated by the Secretary, M/o Law and Justice. The seat and venue of arbitration shall be New Delhi. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties.

Section 7 - Reporting Requirement

Following copies of documents to be submitted by the selected Agency to the Client: -

- a) Signed contract agreement
- b) Monthly progress report

In addition to the above sections, the following schedules mentioned in the RfP document will also be part of the contract agreement: -

Schedule 1: Format of proposed CVs. (Format 5 of Annexure B of RfP)


Schedule 2: Financial Proposal Submission Standard Form. (Annexure B of RfP)

Schedule 3: Format for Performance Security Bank Guarantee. (Annexure E of RfP)

IN WITNESS WHEREOF, the Parties hereto have by duly Authorized representatives set their respective hands and seal on the date first above written:

For and on behalf of the Agency

For and on behalf of the President of India (Client) (Name of the officer), Joint Director (EDSP), O/o Development, Ministry of MSME, Government of India	Name and India (Client) Designation of Officer/Person (Agency) Address (Authorized Signatory)
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Ministry of Micro, Small & Medium Enterprises
निकास आयुक्त (सू. स. एवं म. उद्यम) का कार्यालय
Office of the Dev. Commissioner (MSME)
निर्माण भवन, नई दिल्ली-110011 / Niman Bhawan, New Delhi

Address

(Authorized Signatory)

In the presence of Witnesses:

1. Witnesses

Name:
Designation:
Address:
Signature:

2. Witnesses

Name:
Designation:
Address:
Signature:



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Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the GeM portal. The instructions for uploading the bid online are given in the link below:

https://assets-bg.gem.gov.in/resources/upload/shared_doc/training_content/Bid-Participation-Services-v2-1652262839.pdf


or the bidder may refer to the Training Module available on the GeM portal.

Preparation of Bids

1. Bidder should consider any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted and the number of documents - including the names and content of each document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document/ schedule; generally, they can be in PDF format.

Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to online bid submission or the GeM portal in general may be directed to the 24x7 GeM portal helpdesk.


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