



Invitation to RFP

RFP Reference No: DSDE/PRO/RFP/2021-22/004

Date: 29th September 2021

**Invitation for Request for Proposal for Selection of Training Partners
for the Implementation of Recognition of Prior Learning (RPL) Project
Under PMKVY3.0**

Issued By

**STATE COUNCIL OF VOCATIONAL TRAINING SOCIETY OF GOA Under
DIRECTORATE OF SKILL DEVELOPMENT AND ENTREPRENEURSHIP,
GOA**

3rd Floor, Shrama Shakti Bhavan, Patto,
Panaji – Goa.

Email: procurement-sdct.goa@nic.in



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Notice Inviting Request for Proposal

RFP Reference No: DSDE/PRO/RFP/2021-22/004

STATE COUNCIL OF VOCATIONAL TRAINING SOCIETY OF GOA Under Directorate of Skill Development & Entrepreneurship, Government Of Goa (DSDE,Goa) invites RFP for Selection of Training Partners for Implementation Of Recognition of Prior Learning Project (RPL), Type-I/at Camps under PMKVY 3.0 from registered, experienced and willing agencies.

Table: Key Events and Dates

Sr. No	Subject	Date, time and details
1.	Advertising Date	29.09.2021
2.	RFP Download Period	From 29.09.2021, Time: 12:00 Noon. Up to 14.10.2021, Time: 05:00 PM
3.	Last date to submit requests for clarifications and email id (only 1 email) of prospective Respondent to attend Pre-Bid conference by Video Conference	Up to 07.10.2021, Time: 12:00 Noon Owing to current Covid-19 situation, Pre-bid meeting will be held over Video Conference. Interested Respondents are requested to share their email id (only 1 email id) on procurement-sdct.goa@nic.in
4.	Date, Time and place of Pre- Bid Video Conference	From 08.10.2021, Time: 12:00 Noon Video Conference link for Pre-Bid Conference shall be sent to email ids shared with DSDE,Goa. Any amendment in above schedule would be published on the eTendering Portal.
5.	Release of response to clarifications would be available at	https://eprocure.goa.gov.in/
6.	Last date for online	Up to 14.10.2021, Time: 05:00 PM https://eprocure.goa.gov.in/



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Table: Key Events and Dates		
Sr. No	Subject	Date, time and details
	submission of Proposal	
7.	Technical Proposal Opening Date & Time	18.10.2021, Time: 12:00 PM

Details of RFP will be available on www.dsde.goa.gov.in. Interested agencies are requested to visit <https://eprocure.goa.gov.in/> for participating in the e- tender.

DSDE,GOA reserves the right to accept or reject any or all tenders without assigning any reason.

Sd/-

(Dipak Desai)

Director

STATE COUNCIL OF VOCATIONAL TRAINING

SOCIETY OF GOA Under

Directorate of Skill Development & Entrepreneurship,

Government of Goa

3rd Floor, Shrama Shakti, Bhavan, Patto, Panaji – Goa



1. Introduction & Background

1.1 Authority issuing Invitation for RFP

State Council for Vocational Training Society (SCVTS) is an initiative by the Government of Goa to cater to the challenge of creating a large number of Skill development and livelihood opportunities, increasing labor force and to increase the income levels of youth in the State.

The objective of SCVTS is to assist in improvement of standard of vocational training and skill development with view to develop competent manpower catering the need of various industries and other organizations within the State.

1.2 Project Description

Many farmers in Goa practice less-chemical farming. They are traditionally used to doing so. Other than plantation crops, majority agriculture in Goa is subsistence in nature. Farmers practicing this type of farming cause lower productivity and inferior quality of agricultural produce, on account of unscientific practices being followed. Hence, in spite of farmers practicing traditional farming, the produce does not find a premium positioning in the market. Farmers hence loose out on the additional income they could earn for their produce. Following scientific organic farming practices will enhance the quality and the productivity of the produce, thereby improving farmers' incomes. Very few farms in Goa are certified organic under the National Programme on Organic Production or any other certification for organic farming. Having produce from certified organic farms has a potential to improve the price realization from the organic produce.

Consumer awareness regarding organic / residue free agriculture produce is on the rise on account of ill effects of usage of chemical inputs in farming becoming more prominent. With this, the demand for organic / residue free agricultural produce is also steadily increasing. To cater to this growing demand, farmers need to practice scientific organic farming practices and certify their farms as Organic. Currently only 8.5% of the total cultivated area of 155,000 Ha in Goa is under scientific organic farming. This leaves a huge gap for introduction of scientific organic



farming practices through capacity building of farmers as well as support to farmers for adoption.

Organic Farming status will have a direct and indirect positive impact on various other aspects in Goa. It will have a direct economic and environmental impact and a subsequent multiplier impact on improving the well-being of the farming community. The Brand Organic Goa will create a unique positioning of Goa, boosting other sectors such as tourism and creating more jobs in the local economy.

The productivity of various crops in the state is lower than the national average. Although productivity also depends on the agroclimatic conditions, which vary from state to state, agricultural practices followed also impact the productivity. The farmers need to be trained on Good Agricultural Practices (GAP) in order to enhance productivity of their farms.

Since the lack of skills is one of the contributing conditions for the poor status, it becomes imperative to provide skills to farmers to improve their livelihood conditions. Recognition of Prior Learning is a suitable medium for skilling of farmers as it provides for certification of existing skills alongside flexibility of customized 'Bridge Course' for upskilling and reskilling.



1.3 Invitation for Request for Proposal

State Council of Vocational Training Society of Goa Under Directorate of Skill Development & Entrepreneurship, Government Of Goa (DSDE, Goa) invites Request for Proposal for “Selection of Training Partners for the Implementation of Recognition of Prior Learning (RPL) Project Under PMKVY3.0”.

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

The complete RFP document has been published on <https://eprocure.goa.gov.in/> for the purpose of downloading. The downloaded RFP document shall be considered valid for participation in the electronic RFP process subject to the submission of required RFP document fee and EMD.

Please note that the interested Respondents will have to access the website <https://eprocure.goa.gov.in/> and get themselves registered so as to enable them to participate in the e-Tendering process before due date.

Respondents shall use one envelope (Technical proposal) method through E-Tendering in order to fill up RFP.

Respondents or authorized signatory of the Respondents shall submit their proposal online in electronic formats for qualification. However, RFP Document Fees, and Earnest Money Deposit (EMD) shall be paid as per the details provided in the RFP. DSDE,GOA shall not be responsible for delay in online submission by Respondent due to any reason. For this, Respondents are requested to upload the complete RFP proposal well in advance to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

Respondents are also advised to refer “Respondents Manual Kit” available at <https://eprocure.goa.gov.in/> for further details about the tendering process.

Pre-Bid meeting will be held on Date: 08.10.2021, Time: 12:00 Noon held over Video Conference, for any suggestions or doubts regarding the e-Tender.



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The minutes of the Pre-Bid meeting will be published online, if needed be. State Council of Vocational Training Society of Goa Under Directorate of Skill Development & Entrepreneurship, Government Of Goa (DSDE, Goa) is not bound to furnish any answers thereafter. All the terms and conditions mentioned in the RFP are binding on Respondents.

For any technical related queries please call at 24 x 7 Help Desk Number 7972854213, 7822039673, 7972871944

Place: Goa

Date: 29.09.2021

Sd/-

Director,

**State Council of Vocational
Training Society of Goa Under
Directorate of Skill Development &
Entrepreneurship, Government Of
Goa (DSDE, Goa)**



1.4 Disclaimer

1. State Council of Vocational Training Society of Goa Under Directorate of Skill Development & Entrepreneurship, Government Of Goa (hereinafter referred to as “DSDE,GOA”) has issued this electronic RFP for “Selection of Training Partners for the Implementation of Recognition of Prior Learning (RPL) Project Under PMKVY3.0, the terms and conditions as set out in this RFP document, including but not limited to the technical specifications set out in different sections of this RFP document.
2. This RFP has been prepared with an intention to invite prospective Respondents and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the Respondent(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information Respondents may require. This RFP document may not be appropriate for all persons, and it is not possible for DSDE,GOA to consider the investment objectives, financial situation and particular needs of each Respondents.
3. DSDE,GOA has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested Respondent (s) are required to make their own enquiries and respondents shall be required to confirm in writing that they have done so and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by DSDE,GOA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Respondent may require.
4. This RFP is not an agreement by and between DSDE,GOA and the prospective Respondent. The information contained in this RFP is provided on the basis that it is non-binding on DSDE,GOA any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. DSDE,GOA makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Respondent is advised to consider the RFP document as per his



understanding and capacity. The Respondents are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before submission. Respondents are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Respondents are also requested to go through the RFP document in detail and bring to notice of DSDE,GOA any kind of error], misprint, inaccuracies, or omission in the document. DSDE,GOA reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. DSDE,GOA also reserves the right to decline to discuss the Project further with any Respondent submitting a proposal.

5. No reimbursement of cost of any type shall be paid to any Respondent or prospective Respondent submitting a RFP Proposal. The Respondent shall bear all costs arising from, associated with or relating to the preparation and submission of its RFP including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DSDE,GOA or any other costs incurred in connection with or relating to its RFP.
6. This issue of this RFP does not imply that DSDE,GOA is bound to select and qualify proposal at this Stage or to appoint the Selected Agency, as the case may be, for the project and DSDE,GOA reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.
7. DSDE,GOA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. DSDE,GOA, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Respondent for participation in the RFP



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- Process) towards any Respondent or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
9. DSDE,GOA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Respondent upon the statement contained in this RFP.
 10. Interested Respondent, after careful review of all the clauses of this 'RFP', are encouraged to send their suggestions in writing to DSDE,GOA. Such suggestions, after review by DSDE,GOA, may be incorporated into this 'RFP' as a corrigendum which shall be uploaded onto the e-Tendering website: <https://eprocure.goa.gov.in/>.



1.5 Glossary of Terms

Sr. No	Term	Meaning
1.	Respondent	The Respondent should be Training Partner who are entities working and involved in Skill Training.
2.	Confidential Information	Any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto / Respondent by virtue of this Contract that: or is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
3.	Contract	The RFP and all Annexures thereto, the Agreement entered into between the selected Respondent together with the Purchaser as recorded in the Contract form signed by the Purchaser and the Respondent including all Annexures thereto and the agreed terms as set out in the RFP, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
4.	Contract Value	The price payable to the Respondent under this Contract for the full and proper performance of its contractual obligations.
5.	Department	Directorate of Skill Development & Entrepreneurship, Government Of Goa
6.	Effective Date	The date on which this Contract comes into force. This Contract shall come into force and effect on the date



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Sr. No	Term	Meaning
		(the “Effective Date”) of the Purchaser’s notice to the Respondent instructing to begin carrying out the activities.
7.	DSDE,GOA	State Council of Vocational Training Society of Goa Under Directorate of Skill Development & Entrepreneurship, Government Of Goa
8.	Non-compliance	Failure/refusal to comply to the terms and conditions of the proposal/Agreement
9.	Parties	The Purchaser, the Respondent, and “Party” means either of the Parties.
10.	Proposal	Response or offer submitted by Respondents for this e-RFP
11.	Purchaser	State Council of Vocational Training Society of Goa Under Directorate of Skill Development & Entrepreneurship, Government Of Goa
12.	Services	Services to be provided as per the requirement mentioned in the scope of work and instructions thereof issued from time to time by DSDE,GOA
13.	Selected Agency / Project Implementation Agency (PIA)	This shall mean the successful Respondent whose RFP has been accepted, and who has been authorized to proceed with the Work.

1.6 Abbreviations

Sr. No	Term	Meaning
1.	SSC	Agriculture Sector Skills Council of India
2.	DBT	Direct Benefit Transfer
3.	EMD	Earnest Money Deposit



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Sr. No	Term	Meaning
4.	GoG	Government of Goa
5.	DSDE,GOA	State Council of Vocational Training Society of Goa Under Directorate of Skill Development & Entrepreneurship, Government Of Goa
6.	PIA	Project Implementation Agency
7.	NOS	National Occupational Standards
8.	NSDC	National Skill Development Corporation
9.	NSQF	National Skill Qualification Framework
10.	PBG	Performance Bank Guarantee
11.	PQ	Pre-Qualification
12.	PSU	Public Sector Unit
13.	SLA	Service Level Agreement
14.	SOW	Scope of Work

1.7 Events and Dates

Table: Key Events and Dates		
Sr. No	Subject	Date, time and details
8.	Advertising Date	29.09.2021
9.	E-RFP Download Period	From 29.09.2021, Time: 12:00 Noon Up to 14.10.2021, Time: 05:00 PM
10.	Last date to submit requests for clarifications and email id (only 1 email) of prospective Respondent to attend Pre-Bid conference by Video Conference	Up to 07.10.2021, Time: 12:00 PM Owing to current Covid-19 situation, Pre-bid meeting will be held over Video Conference. Interested Respondents are requested to share their email id (only 1 email id) on procurement-sdct.goa@nic.in
11.	Date, Time and place of	From 08.10.2021, Time: 12:00 Noon Video Conference link for Pre-Bid Conference



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Table: Key Events and Dates

Sr. No	Subject	Date, time and details
	Pre- Bid Video Conference	shall be sent to email ids shared with DSDE,GOA . Any amendment in above schedule would be published on the eTendering Portal.
12.	Release of response to clarifications would be available at	https://eprocure.goa.gov.in/ .
13.	Last date for online submission of Proposal	Up to 14.10.2021, Time: 05:00 PM https://eprocure.goa.gov.in/
14.	Technical Proposal Opening Date & Time	18.10.2021, Time: 12:00 Noon

1.8 Other Important Information Related to Proposal Submission

Table: Other Information

Sr. No	Item	Description
1.	Earnest Money Deposit (EMD) – Online	Rs. 5,00,000 (Rupees Five Lakhs Only through Online Payment.
2.	RFP Fee	Rs. 5,000/- (Rupees Five Thousand Only) to be paid on https://eprocure.goa.gov.in/ .
3.	RFP Processing Fee	Rs. 1,500/- (Rupees One Thousand Five Hundred Only) to be paid on https://eprocure.goa.gov.in/ .
4.	Proposal Validity Period	120 days from the date of opening of Technical Proposal.
5.	Performance Bank Guarantee value	3% of contract value from a Nationalized Bank and must be valid for the contract period and 180 days beyond the contract period.
6.	Contract Period	Total Contract Duration / Period shall be upto 31



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(RPL) Project Under PMKVY3.0

Table: Other Information

Sr. No	Item	Description
		March 2022 from date of Signing of Contract. Contract Period may be extended with mutual consent between DSDE,GOA and Selected Agency as per project requirements.



2. Scope of Work

2.1 Overview

This RFP is for Selection of Training Partners for Conducting Recognition of Prior Learning of farmers in Goa on the job role “Organic Grower (QP Code - AGR/Q1201)”

2.2 General Requirement

1. Training Partner shall be responsible to carry out end to end Training, Assessment via Assessment Agency and Certification of the farmers as per requirements and instructions of DSDE,GOA, applicable from time to time.
2. DSDE,GOA envisages to certify 5000 farmers under this project.
3. Targets under RPL 1 are allocated based on the inherent capacity of the PIA to train the candidates; therefore, as per PMKVY 3.0 guidelines the subletting of the targets to any third person/entity is not allowed.
4. The mobilization of candidates will be done through District Skill Committees (DSCs).
5. The PIA will be subjected to the clauses as mentioned in the Penalty and Revocation Matrix enforced by PMKVY Monitoring Team.
6. The PIA has the necessary infrastructure available at the selected location to carry out the RPL programme in that job role (s).
7. PIA shall initiate the RPL program only upon completion of training of trainers.
8. Orientation content shall be made available in regional languages of all proposed locations.
9. The proofs for certificate distribution to be uploaded within 1 year from the date of assessment to be eligible for Tranche-2 payments.
10. All beneficiaries shall be given the RPL Skill Card during the Certificate Distribution Ceremony along with the RPL certificate.
11. The PIA must ensure that the provision of the RPL kit [T-shirt, Cap, Study Material, Job Role specific equipment (optional)] in line with PMKVY 3.0 RPL guidelines.
12. The PIA shall ensure provision of digital literacy, soft skills, cashless transactions, and entrepreneurship basics in the orientation content.



13. The PIA shall ensure extensive documentation of the entire project through videography and photography as defined in the Project Sanction Document.
14. Success stories of candidates shall be developed and disseminated widely on all media platforms (i.e. print, electronic and digital).
15. The PIA shall inform District Magistrate (DM) office prior, during, and after completion of RPL activity in the respective DM's jurisdiction.
16. The PIA is required to inform candidates that the training/orientation and certification by NSDC/SSC is not in substitution of the statutory requirement of specific license/diploma/degree or any other certificate for taking up or performing the job for which there is a requirement under any statute for any specific license/diploma/degree or any other certificate for taking up or performing that job.
17. The concerned Government officials authorized by DSDE,GOA shall act as authorized Nodal officer at each district. Training Partner shall be responsible to coordinate with the authorized nodal officer of DSDE,GOA during Training.

2.3 Project Inception

1. Training Partner shall prepare Project Inception Report based on project training requirements.
2. Training Partner shall co-ordinate with DSDE,GOA and SSC for finalization of Third Party Assessment Agency.
3. Training Partner shall co-ordinate with DSDE,GOA for finalization of Training Content.

2.4 Training Programs, Assessment and Certification

1. Overall Structure for Training Programs, Assessment and Certification shall be as below:

Sr. No	RPL Type	Target Group	RPL Process
1	RPL Camps (Type 1)	This is proposed to be conducted for target beneficiaries in a location where workers of a sector are consolidated (such as	Step 1: Mobilization Step 2: Pre-Screening and Counselling Step 3: Orientation and Bridge Training



	industrial and / or traditional skill clusters).	Step 4: Final Assessment Step 5: Certification and Pay out
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2.4.1 Orientation and Bridge Course

1. Training Partner shall conduct Orientation program for 12 hours and Bridge training for 68 hours.
2. Training Partner shall conduct Orientation and Bridge training on the Job role - Organic Grower (QP Code - AGR/Q1201).

2.4.2 Final Assessment

1. Assessment and Certification shall be done by Third Party Assessment Agency finalized by DSDE,GOA.
2. Training Partner shall coordinate with Third Party Assessment Agency and responsible for timely conduct of Training Final Assessment.
3. Certification shall be issued only for candidates who have successfully completed Final Assessment.

2.5 Training Camps

1. Training Partner shall arrange and conduct Training camps across locations as per schedule and timelines directed by the DSDE,GOA.
2. Training Partner shall provide sufficient manpower, trained faculty and trainers to conduct Training camps across locations.
3. Training Partner shall also provide computer/laptop, printer, camera, etc. at training sites, required to conduct Training camps
4. Training Partner shall work as per the directions of the Nodal Officer or representative of the DSDE,GOA .
5. Nodal officers authorized by DSDE,GOA may physically visit and inspect the training camps during the execution of the training.

2.5.1 Acknowledgement of Training and Certification

1. Training Partner shall collect the signature of the Beneficiary for training provided to them.
2. Training Partner shall capture and store geo tagged and timestamped photo of the beneficiary receiving training and maintain daily attendance of all candidates.



Training Partner shall verify the authenticity of the beneficiary by using Aadhar based authentication systems.

3. Training Partner shall make its own arrangement for storage of the infrastructure required to conduct Training Program.

2.6 Time Schedule

Milestone	Period
Start of training delivery	Within 60 days from the date of award of contract and signing of the agreement by DSDE,GOA
Completion of Training Program & all ensuing project components	Upto 31 st March 2022

2.7 Indicative Payment Structure

1. Payment Structure for the Training Program shall be as below.

S. No.	Cost Head	Per Candidate Cost (Rs)
1	Payout to PIA	2000 (Maximum)
2	Payout for Bridge Course (68 Hours)at INR 42 per hour	2856 (Maximum)
3	Total Per Candidate Payout	4856 (Maximum)

2.8 Payment Terms and Invoicing

1. Pay-outs will be directly transferred to the RPL PIA's bank account (DBT) on the completion of the following milestones:
Tranche 1: 80% payment on result approval by the SSC.



Tranche 2: 20% payment upon submission / uploading of Monthly Performance Report (MPR) and submission of proof for certificate handover, with or without the distribution ceremony.

The Training Partner shall submit monthly invoices to the DSDE,GOA.

2. All payments agreed to be made by DSDE,GOA to the Training Partner shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Training Partner shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract.

2.9 Service Level Agreement

S. No.	Activity	Time for Completion	Relevant Documents
1.	Promotion of the project through photography and videography on social media platforms	At every location, the PIA shall make a social media post on each RPL Step undertaken	As per Social Media Guidelines issued by NSDC
2.	Project Milestone Plan	The plan to be submitted via email to RPL Team	Format as specified by NSDC or amended from time to time
3.	Notification to District Magistrate (DM) Office	Prior to and at the completion of RPL activity in the respective DM's jurisdiction.	Format as specified by NSDC or amended from time to time
4.	Sharing of Candidate Testimonial Video Capsules with NSDC	3 video capsules midway into the project and 3 video capsules at the end of the project	Minimum 3-minute video capsules featuring the candidates experience and showcasing how the RPL process has impacted the way he/she works
5.	Distribution of RPL Kits and Skill Cards to certified candidates	RPL Kit: Before orientation. Skill Card: During the Certification distribution	Format as specified by NSDC or amended from time to time
6.	Submission of E-book to NSDC	After enrollment of 75% of targets allocated	Format as specified by NSDC or amended from time to time



S. No.	Activity	Time for Completion	Relevant Documents
7.	Submission of third-party impact assessment	Within 2 months from the last batch of certification candidates	PIAs may decide own format as per the Impact themes for RPL

2.10.1 Breach of SLA

1. If the penalty deducted is over 5% of total monthly payment for 3 consecutive months or over 5% of total contract value, DSDE,GOA may invoke breach and terminate the contract. The decision of the DSDE,GOA in this regard shall be final and binding on the Training Partner, the DSDE,GOA will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case: -
 - i. DSDE,GOA may issue a show cause notice to the Training Partner
 - ii. Training Partner should reply to the notice within three working days.
 - iii. If the DSDE,GOA is not satisfied with the reply, DSDE,GOA will initiate termination process.

3. Submission Terms and Evaluation Criteria

3.1 Conditions of issue of Invitation of RFP

1. RFP is not an offer and does not carry any commitment to engage the Respondent who submits the same or any other commitment related thereto.
2. The Purchaser reserves the right to withdraw this RFP and change or vary any part thereof at any stage if the Purchaser feels that such action is in the best interest of the Project.
3. The Purchaser shall shortlist only those organisations who fulfil the Pre-Qualification Criteria and Evaluation Framework set forth in clause 3.2.
4. Timing and sequence of events resulting from this RFP shall ultimately be determined by the Purchaser.
5. Each Respondent shall submit only one RFP.
6. For all the RFPs received before the last date and time prescribed for submission, the proposals and accompanying documentation of the proposal will become the property of Purchaser and will not be returned after opening of the proposals. Purchaser shall not be bound by any language in the proposal indicating the



confidentiality of the proposal or any other restriction on its use or disclosure. Purchaser is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the respondents who have submitted their RFPs.

7. By submitting an RFP, each respondent shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and Annexures hereto and has fully informed itself as to all existing conditions and limitations.
8. The proposal and all correspondence and documents shall be written in English.

3.2 RFP Response Requirements

1. The RFP Proposal Response shall be in accordance with the requirements and format specified in this document for each of the mentioned qualifying criteria as proof of having the minimum requirements.
2. Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP should not be included.
3. The proposal should contain the copies of references and other documents as specified in the RFP.
4. Purchaser will not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.

3.2.1 Submission of RFP Proposal

1. Sealed proposal shall be received by the Director, DSDE,GOA, through the e-Tendering system before the time and date specified in the schedule of the RFP notice. In the event of the specified date for the submission of proposal being declared a holiday, the proposal will be received up to the appointed time on the next working day. Purchaser may, at its discretion, extend this deadline for submission of proposal by issuing corrigendum and uploading the same on eTendering system.
2. To view- RFP Notice, Detailed Time Schedule, RFP Document for this RFP and subsequently purchase the RFP Document and its supporting documents, kindly visit following eTendering website <https://eprocure.goa.gov.in/>



3.2.2 Proposal Submission Format

1. The entire proposal shall be submitted strictly as per the format specified in this RFP. Proposals with deviation from this format are liable for rejection.
2. Complete proposal process is online (eTendering) in one envelope system. Submission of proposal shall be in accordance with the instructions given in the Table below:

Particulars	Instructions
Envelope A: Technical proposal	<p>The Respondent shall upload following through online submission process:</p> <ul style="list-style-type: none">▪ Scanned copy of Receipt of the RFP Fees▪ Scanned copy of Earnest Money Deposit (EMD) or valid exemption certificate, if eligible. <p>The Pre-qualification documents and Technical documents shall be prepared in accordance with the requirements specified in this RFP and the formats prescribed in this RFP. Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the Respondent. Technical Proposal should be submitted through online submission process only.</p>

3. The proposal should be a complete document and should be page numbered, indexed and bound as a single set. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the proposal.
4. Proposals sent by courier / post shall be rejected.
5. The RFP purchased by the Respondents shall be submitted in original and countersigned by Respondent.

3.3 Opening of RFP Submissions

1. The Purchaser will open (online) the Proposals at the specified date and time and at the specified place as indicated in the RFP schedule



2. Authorised representatives of the Respondents, who have submitted Proposals on time may attend the RFP Submissions opening.

3.4 RFP Evaluation

3.4.1 Pre-Qualification Criteria

PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
1.	The Respondent shall be “A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008 since last 3 years.”	Certificate of Incorporation or Registration.	Form 3: General Profile of the Respondent
2.	The Respondent should have minimum average annual turnover of Rs. 1 crore during the financial years (FY 2017-2018, 2018-2019, 2019-2020) or (FY 2018-2019, 2019-2020, 2020-2021).	Audited Balance sheet and Profit & Loss account statement of the Respondent for each of the last 3 audited financial years (FY 2017-2018, 2018-2019, 2019-2020) or (FY 2018-2019, 2019-2020, 2020-2021).	Form 5: Financial Capability of Respondent
3.	The Respondent must have experience of successfully completed work for “Conducting Training or Skill Development programs in Agriculture Sector for at least 2,000 candidates in one project for Government Organizations in India in the last 3 years ending 31st July, 2021”	Copy of Work Order/Agreement and Client Certificate or Certificate from Statutory Auditor The supporting documents shall mandatorily mention the quantity and duration of the contract.	Form 4: Project details of the Respondent



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PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
4.	The Respondent must have a valid accreditation or direct contract with NSDC / State Skills Mission /SSC Organization in Skill Training.	Copy of valid certificates, from Accrediting Organization or direct contract, signed and stamped by the Authorized Signatory of the Respondent OR copy of agreement	
5.	The Respondent should not be debarred/ blacklisted / banned/ not being under declaration of ineligibility for corrupt or fraudulent practices by any Government / PSU/ Any other competent authority in India as on date of submission of the Proposal.	An Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Respondent as per Annexure Form 10	Form 7: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted
6.	The Respondent must have GST registration certificate as on last date of submission.	Copy of GST registration certificate.	----
7.	Power of Attorney to be on non-judicial stamp paper of appropriate value as per Indian Stamp Act 1899, relevant to place of execution.	All the signatories of the Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of Board of Directors of the	----



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PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
		Companies.	



3.4.2 Evaluation Framework

S. No.	Criteria	Evaluation Parameters	Max Marks	Documents Required	
TE 1	Financial and Professional Strength (10 Marks)				
TE1.1	The Respondent should have minimum average annual turnover of Rs. 1 Crore during the financial years (FY 2017-2018, 2018-2019, 2019-2020) or (FY 2018-2019, 2019-2020, 2020-2021).	Avg. Turnover (Cr.)		10 marks	Audited Balance sheet and Profit & Loss account statement of the Respondent for each of the last 3 audited financial years.
		Upto Rs 1 Crore	6		
		Rs. 1 Crore to Rs. 2 Crores	8		
		More than Rs. 2 Crores	10		
TE2	Relevant Respondent Experience (50 Marks)				
TE 2.1	The Respondent must have experience of successfully completed work for “Conducting Training or Skill Development programs in Agriculture Sector for Government Organizations in India in the last 3 years ending 31 st May, 2021”.	No. of Candidates covered under 1 project of Training or Skill Development programs		20 marks	Copy of Work Order or Agreement and Client Certificate or Certificate from Statutory Auditor. The supporting documents shall mandatorily mention the quantity and duration of the contract.
		2,000 Candidates to 5000 Candidates	10		
		5,001 Candidates to 10,000 Candidates	15		



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S. No.	Criteria	Evaluation Parameters		Max Marks	Documents Required
		10,001 Candidates and more	20		
TE 2.2	The Respondent must have experience of successfully completed work for “Conducting Training or Skill Development programs in Agriculture Sector on the Job Role of Organic Grower (QP Code - AGR/Q1201)” or allied Job roles in the last 3 years ending 31 st March, 2021”	The respondent shall be awarded 10 marks if any one project is submitted as per criterion		10 marks	Copy of Work Order or Agreement and Client Certificate or Certificate from Statutory Auditor. The supporting documents shall mandatorily mention the specified QP along with allocated target.
TE 2.3	The Respondent must have SSC certified trainers	Number of SSC Certified Trainers		20 marks	Copy of certificates stamped by the Authorized Signatory of the Respondent.
		10 to 20 Trainers	10		
		20 to 30 Trainers	15		
		More than 30 Trainers	20		
TE 3	Certifications (20 Marks)				
TE	The Respondent must have a	Number of years of		20	Copy of Work



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S. No.	Criteria	Evaluation Parameters	Max Marks	Documents Required	
3.1	valid accreditation or direct contract with NSDC / State Skills Mission /SSC involved in Skill Training.	accreditation with NSDC / State Skills Mission/SSC	marks	Order or Agreement and Client Certificate or Certificate from Statutory Auditor. The supporting documents shall mandatorily mention the quantity and duration of the contract.	
		Less than 1 Year			10
		1 Year to 2 Year			15
		More than 2 Year			20
TE 4	Presentation	Approach & Methodology	20 Marks		
		Total	100		

Note:

1. All the scanned copies of certificates/documents attached with the RFP should be stamped and signed by authorized person of the Respondent otherwise the RFP is liable to be treated as INVALID.
2. Declarations on stamp papers should be invariably duly attested by Notary Public otherwise the RFP is liable to be treated as INVALID.
3. Respondent shall produce original certificates/documents during scrutiny stage, if asked by concerned Tendering Purchaser.
4. In case Respondent has submitted any fraud information, samples, etc. regarding qualification criteria; then EMD of such Respondent shall be forfeited & necessary legal actions shall be initiated against such Respondent.



3.4.3 Evaluation of Pre-Qualifying Criteria and Marking for Evaluation Frame work

1. Evaluation of Pre-Qualifying Criteria and Marking for Evaluation Frame work shall be done as per RFP section 3.4.1 Qualification Criteria and 3.4.2 Evaluation Framework, respectively.
2. The evaluation of the technical proposal shall be done by DSDE,Goa. Technical evaluation conducted by the department shall be final and binding on all the Respondents.
3. DSDE,GOA shall determine whether each proposal is (a) complete, (b) is accompanied by the required information and documents and (c) is substantially responsive to the requirements set forth in the RFP document.
4. The DSDE,GOA may at its sole discretion, waive any minor informality or non-conformity or irregularity in a Proposal Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Respondent.
5. Respondents who have qualified for all Pre-Qualification Criteria of this RFP document shall be evaluated and scored as per Evaluation Framework.
6. **Respondents will have to score at least 60% marks to become eligible for opening of price bid. The Respondent who overall quote lowest rate will be selected for award of contract.**

3.4.4 Notification of Award

Prior to the expiration of the period of proposal validity, DSDE,GOA will notify the Successful Respondent that its proposal has been accepted. The notification of award will constitute the formation of the Contract. Upon the Successful Respondents, furnishing of Performance Bank Guarantee the purchaser may notify each unsuccessful Respondent.

3.4.5 Signing of Contract

1. At the same time as the DSDE,GOA notifies the successful Respondent that its proposal has been accepted, DSDE,GOA shall send the Respondents the Pro forma for Contract, incorporating all agreements between the DSDE,GOA and Respondents.
2. Within 15 working days of receipt of the Contract, the Successful Respondents shall sign and date the Contract and return it to DSDE,GOA.



3. The rates in Contract will be valid from the date of the signing of contract till the completion of contract period. No representation in this regard will be entertained.

3.4.6 Selection of Agencies

1. The selection of Agencies will be valid for a period of 1 year from the date of selection.
2. DSDE,GOA shall notify the Selected Agency/ **Agencies** with respect to allotment of trainee target (Numbers) for providing skill development training services, as per DSDE,GOA's requirement.



4. Annexures

4.1 Form 1: Covering Letter

Date: dd/mm/yyyy

To,

Director,

State Council of Vocational Training Society of Goa

Directorate of Skill Development & Entrepreneurship

3rd Floor, Shrama Shakti Bhavan

Patto, Panaji – Goa

Reference: RFP for Selection of Training Partners for the Implementation of Recognition of Prior Learning (RPL) Project Under PMKVY3.0 <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

We hereby offer to Conducting Recognition of Prior Learning as specified in this RFP at the prices specified in the proposal

In the event of acceptance of our proposal, we do hereby undertake that:

- All the services/ deliverable shall be performed strictly in accordance with the RFP documents and we agree to all the terms and conditions in the RFP including all the corresponding addendums & corrigendum and any other work as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives.
- We affirm that the entire contract period of the project is 1 years. We accept to abide by payment structure as mentioned in RFP section 2.7 (provided below).

S. No.	Cost Head	Per Candidate Cost
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1	Payout to PIA	To be quoted by bidder subject to max. Rs.2000/-
2	Payout to PIA for Bridge Course (68 Hours)	To be quoted by bidder subject to max. Of Rs.2856/-
3	Total Per Candidate Payout	Rs.4856/- (max)

- We accept that there won't be any escalation/ increase in the final rate.
- We agree to abide by proposal for a period of 120 days from the last date of submission of proposal prescribed by the Purchaser and that we shall remain bound by a communication of acceptance within that time.
- We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions. The deviations from the requirement specifications of RFP items and schedule of requirements are only those mentioned in our response. The deviations from the terms and conditions of the RFP are only those mentioned in our response
- We hereby certify that the Respondent/Owner is a Director and the person signing the RFP is the constituted attorney.
- We do hereby undertake, that, until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- Purchaser or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this proposal. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Purchaser to verify statements and information provided in this proposal or regarding our competence and standing.
- We declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.



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- We declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- We declare that the statements made and the information provided in the duly completed proposal are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this proposal and statements made therein are not true, incomplete or incorrect, we hereby authorize DSDE,GOA to reject our proposal.

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E-mail address :



4.2 Form 2: Technical Proposal Checklist

Note: Respondent should carefully read through the entire RFP document & attach all documents original/ copies as specified in the RFP Document.

PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted	Document Submitted (Yes / No)
1.	The Respondent shall be “A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008 since last 3 years.”	Certificate of Incorporation or Registration.	Form 3: General Profile of the Respondent	
2.	The Respondent should have minimum average annual turnover of Rs. 1 Crore during the financial years (FY 2017-2018, 2018-2019, 2019-2020) or (FY 2018-2019, 2019-2020, 2020-2021).	Audited Balance sheet and Profit & Loss account statement of the Respondent for each of the last 3 audited financial (FY 2017-2018, 2018-2019, 2019-2020) or (FY 2018-2019, 2019-2020, 2020-2021). Certificate duly signed by Statutory Auditor of the Respondent or Certified Chartered Accountant for average annual Turnover for last 3 financial years	Form 5: Financial Capability of Respondent	
3.	The Respondent must have experience of successfully completed work for “Conducting	Work order / Copy of Agreement and Completion Certificates from the client; The supporting documents	Form 4: Project details of the Respondent	



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PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted	Document Submitted (Yes / No)
	Training or Skill Development programs in Agriculture Sector for at least 2,000 candidates in one project for Government Organizations in India in the last 3 years ending 31st July	shall mandatorily mention the value of project, quantity and duration of the contract.		
4.	The Respondent must have a valid accreditation or direct contract with NSDC / State Skills Mission /SSC Organization in Skill Training.	Copy of valid certificates, from Accrediting Organization or direct contract, signed and stamped by the Authorized Signatory of the Respondent OR copy of agreement		
5.	The Respondent should not be debarred/blacklisted / banned/ not being under declaration of ineligibility for corrupt or fraudulent practices by any Government / PSU in India as on date of submission of the Proposal.	An Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Respondent as per Annexure Form 10	Form 7: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted	
6.	The Respondent must	Copy of GST registration		



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PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted	Document Submitted (Yes / No)
	have GST registration certificate as on last date of submission.	certificate.	----	
7.	Power of Attorney to be on non-judicial stamp paper of appropriate value as per Indian Stamp Act 1899, relevant to place of execution.	All the signatories of the Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of Board of Directors of the Companies.	----	

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E- :



mailaddress

4.3 Form 3: General Profile of the Respondent

The Respondent should provide details of the projects executed in following format:

#	Particulars	Respondent
1	Name of the Organization	
2	Type of Organization	
3	Address of Registered Office with Telephone Nos., Fax, E-mail and website	
4	Address of Office in Goa with Telephone Nos., Fax, E-mail and website (If available)	
5	Company Registration Details	
6	Date of Incorporation (with documentary evidence for Certificate of Incorporation)	
7	GST Registration Number (with documentary evidence)	
8	PAN NO (with documentary evidence)	
9	No. of years of Operation in India	
Signature of Authorized Signatory (with official seal) & Date		

Name :

Designation :

Address :



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Telephone :

E- :

mailaddress



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4.4 Form 4: Project Details

The Respondent should provide details of the projects executed in following format:

ProjectTitle: <i>(AttachseparatesheetforeachProject)</i>			
Orderdate			
Start Date (month/year):		End Date (month/year):	
NameofClient			
Address			
Type of Client (Central Government or State Government or Semi Government or Corporation or Government Board)			
Description of the items supplied			
Quantity of Items Supplied, Delivered and distributed			
Project Value in INR			
BriefDescriptionofProject:			
Referrals (Client side): Provide one referral only.			
Name			
Designation			



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Role in the Project:	
Contact Number	

Note: Please upload the Work orders and Completion Certificates issued by concerned organizations.

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E- :

mailaddress



4.5 Form 5: Financial Capability

<On the letterhead of the Chartered Accountant >

<To be submitted along with Audited Financial Statements to demonstrate that they
meet the requirements>

Date: dd/mm/yyyy

To,

Director,

State Council of Vocational Training Society of Goa

Directorate of Skill Development & Entrepreneurship

3rd Floor, Shram Shakti Bhavan

Patto, Panaji – Goa

**Reference: RFP for Selection of Training Partners for the
Implementation of Recognition of Prior Learning (RPL) Project Under
PMKVY3.0 <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>**

Sir/ Madam,

We have examined the books of accounts and other relevant records of
<<Respondent>>. On the basis of such examination and according to the
information and explanation given to us, and to the best of our knowledge & belief,
we hereby certify that the annual turnover, Profit before Tax and Profit after tax for
the three years i.e. from (FY 2017-2018, 2018-2019, 2019-2020) or (FY 2018-2019,
2019-2020, 2020-2021) was as per details given below:



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Information from Balance Sheets (in Indian Rupees)				
Section No.	2017-2018	2018-2019	2019-2020	2020-2021
Annual Turnover				
Profit Before Tax				
Profit After Tax				
Average Annual Turnover				

(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :



4.6 Form 6: Name and Details of the person to whom all references shall be made regarding the RFP

Name	
Designation	
Address	
Mobile No	
Telephone	
E-mailaddress	

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E-mailaddress :



4.7 Form 7: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted

<<On Rs. 100/- stamp paper>>

Date: dd/mm/yyyy

To,

Director,

State Council of Vocational Training Society of Goa

Directorate of Skill Development & Entrepreneurship

3rd Floor, Shram Shakti Bhavan

Patto, Panaji – Goa

Reference: RFP for Selection of Training Partners for the Implementation of Recognition of Prior Learning (RPL) Project Under PMKVY3.0 <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>

Subject: Declaration/Affidavit for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units in India

Sir/ Madam,

We, the undersigned, hereby declare that We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / PSU/ any other competent authority in India for any reason as on last date of submission of the proposal or convicted of economic offence in India for any reason as on last date of submission of the proposal.

We hereby also declare that



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1. We are not convicted for any of the following offenses under the Prevention of Corruption Act, 1988; Or
2. We have not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract;
3. We have not been blacklisted/banned/debarred by any Government (State/Central) / Semi Government/ Corporation / PSU in India in last 3 years;
4. We have not violated the code of integrity in last 2 years;
5. Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in last 2 years;
6. We have not withdrawn our bids post submission of the same. (maximum incidents are limited to 3)
7. If Owner / Partner / Director / Trustee of the organization is Owner / Partner / Director / Trustee of any other organization
 - a. We hereby declare that Our Owner / Partner / Director / Trustee are not Owner / Partner / Director / Trustee of any other organization which is presently blacklisted / Banned / Suspended by the Government / Semi-Government / PSUs, and any other organization to which the provisions of GoG GR dated 01.12.2016 are applicable.
8. We accept that in case of any irregularity, lapses, non-compliances, DSDE,GOA decision shall be final and binding on us.

Thanking you,

Yours faithfully

Signature of Authorized Signatory (with official seal) & Date



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Name :

Designation :

Address :

Telephone :

**E-
mailaddress** :



4.8 Form 8: Format for Performance Bank Guarantee

(To be executed on non-Judicial stamped paper of an appropriate value)

Date

Bank Guarantee No:

Amount of Guarantee.....

Guarantee Period: From to

Guarantee Expiry Date:

Last date of Lodgement.....

WHEREAS The Department <Name> having its office at <Address> (hereinafter referred to as “The Purchaser” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on (Please insert date of acceptance of the letter of acceptance (LoA) (“Contract”) with (insert name of the Selected Agency)(hereinafter referred to as the “ Selected Agency” which expression shall unless repugnant to the context include its legal representatives, succession shall permitted assigns) for the performance, execution and providing of services (“Service”) shall have the meaning ascribed to it in the Contract) based on the terms & conditions set out in the RFP Documents number (insert reference number of the RFP Documents) dated (insert date of issue of RFP Documents) And various other documents forming part thereof,

AND WHEREAS one of the conditions of the Contract is that the Selected Agency shall furnish to the Purchaser a Bank Guarantee from a Nationalized/scheduled bank in India for an amount equal to 3% (Three percent) of the contract amount guaranteed under this bank guarantee shall hereinafter be referred to as the “Guaranteed Amount”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Selected Agency for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.



AND WHEREAS the Selected Agency has approached (insert the name of the Nationalized/Scheduled bank) (hereinafter referred to as the “Bank”) having its registered office at (insert the address) and at the request of the Selected Agency and in consideration of the promises made by the Selected Agency, the Bank has agreed to give such guarantee as hereunder:

1. The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Selected Agency merely on a demand raised by the Purchaser stating that the amount claimed is due to the Purchaser under the Contract. Any such demand made on the Bank by the Purchaser shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Purchaser in such Demand. The Purchaser shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Purchaser by the Bank under this bank guarantee shall not exceed the guaranteed Amount. In each case of demand, resulting to change of PBG values, the Purchaser shall surrender the current PGB to the bank for amendment in price.
2. However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding (figure of Guaranteed Amount to be inserted here) only)
3. The Purchaser will have the full liberty without referenced to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Purchaser under the Contract and to enforce to forbear endorsing any powers or rights or by reasons of time being given to the Selected Agency which under law relating the Surety would but for the provisions have the effect of releasing the surety.
4. The rights of the Purchaser to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Selected Agency and / or that any



- dispute(s) are pending before any office, tribunal or court in respect of such guaranteed Amount and / or the Contract.
5. The guaranteed herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Selected Agency but shall in all respects and for all purposes be binding and operative until payment of all money due to the Purchaser in respect of such liability or liabilities is effected.
 6. This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Mumbai for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
 7. All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
 8. NOT WITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
 9. Unless a Demand under this bank guarantee is filed against the Bank within 180 days from the date of expiry of this bank guarantee all the rights of the Purchaser under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
 10. However, in the opinion of the Purchaser, if the Selected Agency's obligation against which this bank guarantee is given are not completed or fully performed by the Selected Agency within the period prescribed under the Contract, on request of the Selected Agency, the Bank hereby agrees to further extend the bank guarantee, till the Selected Agency fulfils its obligations under the Contract.
 11. We have the power to issue this bank guarantee in your favour under Memorandum and article of Association and the Undersigned has full power to do so under the Power of Attorney dated (date of power of attorney to be inserted) granted to him by the Bank.

Date:

Bank:



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Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on
behalf of the Bank.