

**Expression of Interest (EOI)**

**For**

**Selection of Technical Skill Assessment Providers on Karnataka Skill Connect**

**EOI No:** KSDC/CMKKY/EoI-TSA/CR-340/2022-23

**Date:** 3rd October 2022

**KARNATAKA SKILL DEVELOPMENT CORPORATION (KSDC)**

**SKILL DEVELOPMENT, ENTREPRENEURSHIP AND LIVELIHOOD DEPARTMENT (SDEL)**

**GOVERNMENT OF KARNATAKA**

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# Disclaimer

All information contained in this Expression of Interest (EOI) provided / clarified are in good interest and faith. This is not an agreement and is not a bid or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this EOI document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by the date mentioned in the document, it shall be deemed that the EOI document is complete in all respects and firms submitting their bids are satisfied with the EOI Document.

Neither KSDC nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document, any matter deemed to form part of this EOI document, the award of the Assignment, the information and any other information supplied by or on behalf of KSDC or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.

# Schedule of Activities

|  |  |  |
| --- | --- | --- |
| S. No. | Information | Details |
| 1. | Date & Time for Commencement of Downloading EoI Document | Date: 3rd October 2022  Time: 5 pm |
| 2. | EoI Reference Number | KSDC/CMKKY/EoI-TSA/CR-340/2022-23 |
| 3. | Last date & Time for sending requests for clarifications | Date: 9th October 2022  Time: 5 pm |
| 4. | Last Date (deadline) & Time for submission of proposals | Date: 16th October 2022  Time: 4 pm |
| 5. | Date & Time for opening of proposals | Date: 17th October 2022  Time: 03 pm |
| 6. | Technical presentation | Date and Time will be informed post evaluation of the proposals |
| 7. | Address for Communication | The Managing Director  Karnataka Skill Development Corporation  3rd Floor, Kaushalya Bhawan  Near Dairy Circle, Bannerghatta Road, Bangalore – 560029 |

**Note:**

KSDC reserves the right to amend any or all conditions of this EoI before the last date of submission of proposals or to change the above schedule at any time, without assigning any reason(s).

# Background

* 1. The Karnataka Skill Development Corporation (KSDC) is the client which is the authority inviting the Expression of Interest. The Karnataka Skill Development Corporation (KSDC), established in 2008, was formerly known as the Karnataka Vocational Training and Skill Development Corporation. The objective of the KSDC is as follows:
     1. To design develop and implement various skill-training programs based on the emerging trades and in multi skills, considering the demand of industries.
     2. Implement various employment generating training programs sponsored by Government, Public sector, Industries, Corporations, Boards, Local Bodies and Associates etc.
     3. To train, assist, facilitate, regulate and provide employment of skilled Karnataka personnel for overseas employment and as global placement service through web portal and co-ordinate with protector of emigration office in Karnataka State for clearance of Emigration and other clearances.

This EoI is for **Selection of Technical Skill Assessment Providers through an online model.**

* + Karnataka Skill Development Corporation has a Vision of “Jobs for All” to provide skilled talent to industry by training them and enhancing their skills. The Karnataka Skill Connect Portal (KSCP) is proposed as a single point, nodal online resource for all skilling and employability initiatives of the Karnataka Skill Development Corporation (KSDC). The portal will bring all initiatives of KSDC to fruition through an online model of engagement of all stakeholders of KSDC. Initiatives of the Industry Linkage Cell (ILC) will be dovetailed with skilling, training and employability initiatives.
  + The single Nodal portal will provide a unified, integrated platform for addressing all aspects of the skilling life cycle as well as connect jobs to candidates, skills to opportunities and learning and development to available career paths at scale.
  + Among other things, the focus of the portal would be to support educational institutions to enable their students access to jobs. The portal will allow students to identify their skill gaps, enrol for training programs delivered by certified training providers and use the certifications obtained to apply for jobs available on the portal.

# Invitation

Karnataka Skill Development Corporation (KSDC) invites EoI from well-established professional Agencies having requisite technical competency and experience for the EOI ‘**Selection of Technical Skill Assessment Providers**’ on Karnataka Skill Connect Portal.

The Scope of Work for the assignment is attached within the document.

Interested agencies with required qualification and experience may submit their EOI applications as per the prescribed format attached under Annexures of this document, along with details and supporting documents as specified therein.

# General Terms & Conditions

## Governing Law

The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bangalore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process.

## Confidentiality

1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising KSDC in relation to, or matters arising out of, or concerning the Empanelment Process.
2. KSDC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. KSDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or KSDC.

## Legal fees and Duties

The successful bidder shall be entirely responsible for stamp duties, license fees, and other such levies imposed.

## Change in Laws and Regulation

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

## Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it‘s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of KSDC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify KSDC in writing of such condition and the cause thereof. Unless otherwise directed by KSDC in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## Change orders and Contract Amendments

KSDC may at any time order the successful bidder to make changes within the general scope of the Contract, in any one or more of the following:

1. The place of service delivery.
2. The related services to be provided by the successful bidder.

If any such change causes an increase or decrease in the cost of, or the time required for, the successful bidder ‘s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the successful bidder for adjustment under this Clause must be asserted within 45 days from the date of the successful bidder ‘s receipt of KSDC ‘s change order.

## Applicable laws

1. The Contract shall be interpreted in accordance with the laws prevalent in India
2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Department about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Department and its employees/ officers/staff/ personnel/representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
3. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Department and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Department will give notice of any such claim or demand of liability within reasonable time to the bidder.
4. All legal disputes are subject to the jurisdiction of Civil Courts Bangalore only.

## General Terms of Proposal Submission

1. The Client and the Applicant shall extend full assistance and cooperation to each other during the term of the EOI.
2. The Client assumes that Applicant have complete clarity and understanding of the scope and objective of the Project.
3. The Client shall not be liable to the Applicant for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of the Project.
4. The Client will not be vicariously liable for any act of the Applicants and the Applicant shall alone be liable for violation of any law.
5. The Applicant agrees to indemnify the KSDC and the Government of Karnataka from all claims.
6. No waiver by the Client of failure or failures by the Applicant to perform any provision of the Project shall operate or be construed as a waiver in respect of any another or further failure whether of a like or different character/nature.
7. The Client reserves the right to withdraw / temporarily suspend the use of specified area of the allotted premises due to security reasons, VIP movement or for meeting any other statutory obligations.
8. Client shall not be vicariously liable for any act of the Applicants and the Applicants shall alone be liable for violation of any law.
9. This EOI, its meaning and interpretation, and the relation between the Parties shall be governed by the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time
10. The courts and tribunals in Karnataka shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this EOI and accordingly any suit, action or proceedings arising out of or in connection with this EOI may be brought in such courts or the tribunals and the Parties irrevocably submit to, generally and unconditionally, the jurisdiction of those courts or tribunals
11. The Client reserves the right to withdraw this EOI, without assigning any reasons for the same, if the Client determines that such action is in the best interest.

## Failure to agree with the Terms & Conditions of the EOI

Failure of the bidder to agree with the Terms & Conditions of the EOI shall constitute sufficient grounds for the annulment of empanelment.

## Right to accept and to reject any or all Proposals

1. Notwithstanding anything contained in this EoI, KSDC reserves the right to accept or reject any proposal and to annul the Empanelment Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof,
2. In case it is found during the evaluation of proposals or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and the Agreement, if signed, shall be liable to be terminated by a communication in writing by KSDC to the Bidder, without KSDC being liable in any manner whatsoever to the Bidder.

# Application process

## Submission of proposals

**Note: All documents submitted in response to the EoI should be signed and sealed by Authorized representative and signatory on company’s letter-head.**

In case the applicant does not submit any of the required documents, the related data provided in the proposal will not be considered for the concerned parameters.

For consideration of your proposal, please share the information as directed below:

Interested applicants would be required to assemble a Spiral Bound Book with signed and sealed copies of the required documents (signed and stamped on all pages) as per the annexures, and would send it to the below address:

**To**

**Managing Director**

**Karnataka Skill Development Corporation**

**3rd Floor, Kaushalya Bhawan**

**Near Dairy Circle, Bannerghatta Road**

**Bangalore – 560029**

The Envelope should contain the heading as: “RESPONSE TO Selection of Technical Skill Assessment Providers on Karnataka Skill Connect Portal” and should reach KSDC office latest by 16th October 2022 by 16:00 HRS (4:00 PM).

**NOTE:** **NO EOIs SHALL BE ENTERTAINED POST THE END DATE AND TIME AS SPECIFIED ABOVE**

The evaluation of 100 marks will consist of:

* + - 1. Pre-qualification stage evaluation (total marks – 60)
      2. Technical presentation (total marks – 40)

## Evaluation Criteria for Pre-Qualification Stage

The proposals of only the Applicants satisfying the following pre-qualification criteria will be considered for subsequent stages. The applicant must obtain at least 25 marks and meet all mandatory compliances in the pre-qualification stage.

| Sl. No. | Eligibility Criteria | Supporting Document to be Submitted  *(all documents to be submitted unless indicated otherwise)* | Scoring criteria (Total marks – 60) |
| --- | --- | --- | --- |
|  | **Legal Entity:**  The Applicant should be a company incorporated in India under The Indian Companies Act, 1956 and subsequent amendments thereto or a Partnership Firm registered under The Indian Partnership Act 1932 or the Limited Liability Partnership Act 2008.  Joint Venture or Consortium is not permitted for this assignment. | * Details of the Applicant at **Section 10B** * If the Applicant is a company –   + Self-attested Copy of Certificate of Incorporation   + Self-attested Copy of Memorandum of Association and Articles of Association * If the Applicant is a partnership firm or a limited liability partnership –   + Self-attested Copy of Registration Certificates   + Self-attested Copy of Partnership Deed * All Applicants must submit self-attested copies of the following documents –   + Self-attested copy IT Returns for the last completed financial year (FY 2020-21) for which returns have been filed.   + Self-attested copy of PAN card   + Self-attested copy of GST Registration | Mandatory compliance |
|  | **Applicant’s Line of Business:**  The Applicant should be conducting their business as follows –   * Providing technical skill assessment services. * The assessments may have been provided in classroom/hybrid or online mode | * Details of the Applicant at **Section 10B** * Self-attested copy of any valid certification for the applicable category / categories issued by the Government of India. | * Classroom/offline based technical assessments only – 10 * Hybrid/online technical assessments - 15 |
|  | **ISO certification (either of the following):**   1. ISO 9001:2008 Certificate for System Integration or better, if available (Relevant Accreditation to be provided) 2. ISO 27001:2005 Certification for Information Security Management System, if available (Relevant Accreditation to be provided) | 1. Name of Certification: \_\_\_\_\_\_\_\_\_\_\_ 2. Date of Issue of Certificate: \_\_\_\_\_\_\_\_\_\_ 3. Date of Validity of Certificate: \_\_\_\_\_\_\_\_\_\_\_ 4. Certifying Institute / Organization: \_\_\_\_\_\_\_\_\_\_\_   Enclosed: [ ] Yes [ ] No | ISO Certified – 5 marks  Not certified – 0 marks |
|  | **Years of Experience:**  As on 01 December 2022, the Applicant should have been in business for at least 3 years in providing technical assessment services in the educational services sector. | * Details of the Applicant at **Section 10B** | * 3 years – 5 marks * 4-6 years – 7.5 marks * >6 years – 10 marks |
|  | **Competency of Applicant:**  The Applicant should have been engaged in the business of providing technical skill assessment solutions to individuals and corporates.  **The Applicant must provide evidence of having undertaken assignments wherein they have provided similar solutions as this assignment for at least 5 other clients in the last 3 years (i.e. 2018 onwards)** | * Applicant’s Experience and References at **Section 10C** * **Proof of undertaking the Assignment:**   The document submitted should meet all the requirements as per the criteria. For Projects where the Applicant has worked as a consortium member or as a part of a joint venture, the Applicant shall furnish documents to substantiate the role of the firm in the project.   * + Copy of work order / contract / purchase order / letter of award issued by the client for the assignment(s).   + Certificate of Completion from the Client, signed by authorized representative for the Client   + Self-certification from Authorized signatory of the Applicant along with the supporting documents issued by respective Clients substantiating completion of the assignment   + The receipt of payment(s) to the Applicant of at least 50% of the Contract Price or an amount of INR 1 Crore, whichever is higher, towards the assignment and certified by a statutory auditor. | * 5 clients – 5 marks * 6-7 clients – 10 marks * >7 clients – 20 marks |
|  | **Average Annual Turnover:**  The Applicant should have had an average annual turnover of at least INR 1 Crore (Rupees One Crore only) for each of the last 3 (three) completed financial years (i.e., FY 2018-19, FY 2019-20, and FY 2020-21)  The Financial Capacity of the parent / subsidiary / associate entities of the Applicant would not be considered for assessment of eligibility. | * Certificate from a Statutory Auditor/Independent Auditor showing the turnover and financial details of the Applicant for the last three Financial Years (i.e., FY 2018-19, FY 2019-20 and FY 2020-21) in the format at **Section 10D** * Copy of the audited Balance Sheet and Profit & Loss Statements for the last three completed financial years (i.e., FY 2018-19, FY 2019-20 and FY 2020-21) | * 1 crore – 5 marks * 1-2.5 crore – 7.5 marks * >2.5 crore – 10 marks |
|  | **Not Blacklisted / Barred:**  The Applicant should not have been blacklisted / barred by any Central Government or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required. | * TechnicalProposal Submission Form at **Section 10A** | **Mandatory compliance** |
|  | **Power of Attorney (PoA):**  The Applicant must submit a duly executed Power of Attorney in favour of the Authorized Signatory of the Applicant or a Copy of Board Resolution duly authorizing the Authorized Signatory of the Applicant for signing this bid. | * Duly executed Power of Attorney in favour of the Authorized Signatory of the Applicant or a Copy of Board Resolution duly authorizing the Authorized Signatory for signing this bid. Suggested format at **Section 10E.** | Mandatory compliance |
| **TOTAL MARKS** | | | **60** |

**NOTE:**

* Financial Year (FY) covers the period from 1st April of a calendar year to 31st March of the next calendar year
* For Projects where the Applicant has worked as a consortium member or as a part of a joint venture, the Applicant shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected Agency prior to the signing of the contract
* The Client shall be free to make enquiries from previous clients of the Applicant about the work, conduct, performance, quality of service and such other related general enquiries about the Applicants. The Applicant would have no objection to the Client making such enquiries from their existing / past clients.
* Based on the applications received, KSDC shall evaluate the documents submitted by the applicants along with the EOI. Where there is a requirement for clarifications, the official designated from KSDC shall through email/ letter request for such clarifications in writing. Response to such requirement should be submitted within 5 business days of such communication from KSDC.

## Proposal Evaluation

**General**

* 1. From the time the proposals are opened to the time the EoI document with regards to the assignment is issued, if any Applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing to the address mentioned in ‘Schedule of Activities’. Any effort by the Applicant to influence the Client in the Client’s proposal evaluation or proposal comparison may result in the rejection of the Applicant’s proposal.
  2. The Client has adopted a two-stage evaluation process (collectively referred to as the “Selection Process”) for shortlisting of Applicants towards the EOI’s objectives. The first stage, the “Pre-Qualification Stage” involves assessment of the Applicant’s eligibility against the pre-qualification criteria as defined in this EOI. At the end of this stage, the Applicants who meet all the pre-qualification criteria will be invited for the second stage, the “Technical Presentation Stage”.
  3. KSDC may at its sole discretion and at any time during the proposal evaluation, disqualify an Applicant for the following reasons –

1. Applicant has made false or misleading representations in their proposal
2. Applicant has submitted the proposal without required supporting document
3. Applicant has submitted information in formats other than as prescribed in the EOI
4. Applicant has been blacklisted by any Central Government agency or State / UT Government agency or Public Sector Undertaking
5. Applicant is involved in any major litigation that may affect or compromise the delivery of service required

**Evaluation of Pre-Qualification Stage**

* 1. The evaluation committee appointed by the Client shall evaluate the proposals for eligibility against the pre-qualification criteria as defined herein. A proposal shall be rejected at this stage if it does not respond to important aspects of the ‘Scope of Work’ if it fails to meet all of the pre-qualification criteria as defined herein.
  2. At the end of this stage, the Client shall invite all Applicants who meet the pre-qualification criteria for the second stage, the “Technical Presentation Stage”.

Evaluation of Technical Presentation **(total marks – 40)**

* 1. All Applicants who qualify for the “Technical Presentation Stage” shall be invited to make a Technical Presentation on their response to the Scope of Work of the EOI by detailing their proposed approach and methodology for undertaking the assignment. The evaluation committee shall assess the responsiveness of the Technical Presentation to the Scope of Work.
  2. The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Scope of Work, the overall approach and methodology of the Applicant, the proposed outputs, and other aspects as stated in the above-mentioned clause. Any proposal considered unsuitable by the evaluation committee shall be rejected at this stage if it does not respond to important aspects of the Scope of Work and other aspects as specified herein.

**Assessment of Responsiveness for Technical Presentation**

The Applicants who meet the pre-qualification criteria shall be invited to make a Technical Presentation to the evaluation committee formed by the Client. The Applicants should ensure their presentation is suitably responsive to the Scope of Work of the EOI and should cover the following during their presentation –

1. **Applicant’s Experience**

* Experience with 5 (five) similar solutions as this assignment for reputed organizations
* Costs for undertaking such similar assignments and results achieved

1. **Understanding of the Project**

* Understanding of the objectives of the project
* High-level feasibility of proposed project
* Identification of technical / operational challenges
* Inputs on Scope of Work

1. **Approach and Methodology**

* Overview of proposed solutions for the project
* Approach and methodology for undertaking the project
* Expected outputs from undertaking assignment – type of connectivity and bandwidth, uptime and SLAs, logging and monitoring solutions, etc.
* Implementation plan

1. **Inputs and support required from KSDC**

## Duration of Empanelment

The project is proposed for a duration of 5 years from launch. The launch of the portal is expected in the month of October 2022.

# Clarifications

1. Bidders requiring any clarification on the EoI may notify KSDC in writing or by letter and/or e-mail to skillconnect@kaushalkar.com.
2. KSDC shall endeavor to respond to the queries within the period specified therein through letter/e-mail. However, KSDC reserves the right not to respond to any question(s) or provide any clarification(s), at its sole discretion, and nothing in these Clauses shall be taken or read as compelling or requiring KSDC to respond to any question or to provide any clarification.
3. KSDC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by KSDC shall be deemed to be part of the EoI. Verbal clarifications and information given by KSDC or its employees or representatives shall not in any way or manner be binding on KSDC.

# Amendments

1. At any time prior to the deadline for submission of Proposals, KSDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the EOI by the issuance of Addenda.
2. Any Addendum thus issued will be uploaded on the website. KSDC will post the addendum/replies to the queries on the KSDC website without identifying the source of queries.
3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, KSDC may, at its own discretion, extend the timelines mentioned having due regard for the time required by the Bidders to address such amendment.

# Scope of Work

The focus of the Karnataka Skill Connect portal would be to support educational institutions to enable their students access to jobs. The portal will allow students to identify their skill gaps, enrol for training programs delivered by certified training providers and use the certifications obtained to apply for jobs available on the portal.

This Expression of Interest seeks responses from established Technical Skill Assessment agencies to provide standardized, industry-recognized, credible, relevant and constantly updated assessment batteries for delivery through the Skill Connect portal. Agencies empanelled through this RFP will provide defined technical skill assessment batteries to be delivered online the agency’s portal which will be integrated with the Karnataka Skill Connect portal. The Scope of Work for Assessments proposed is as follows:

* Assessments will be administered online by the selected agencies, who will provide testing services for defined skills.
* Through the assessment methods of the agencies, candidates will be jointly certified by KSDC and the identified agency.
* The assessments will be constantly updated against industry recruitment standards by the agency at no cost to KSDC.
* The agencies responding to this EoI is required to propose the engagement model as well as revenue sharing mechanism for use of the portal.

**Proposed Project Methodology** The implementation framework for onboarding of agencies for providing various services on the Skill Connect portal are as follows: KSDC will share relevant documentation for integration of the assessment tool of the selected agencies to the Skill Connect portal and all integration will be tested before Go-Live. A Single Sign-ON (SSO) based integration is proposed.

# Annexures

10A. Technical Proposal Submission Form

10B. Details of the Applicant

10C. Applicant’s Experience and References

10D. Financial Capacity of the Applicant

10E. Pro Forma for Power of Attorney of Authorised Signatory

10F. Comments and suggestions on the Scope of Work and on data services, and facilities to be provided by the Client

10G. Description of the methodology and work plan for performing the assignment

10H. Financial Proposal for Technical Skill Assessment Provider

**10A. Technical Proposal Submission Form**

*(On the letterhead of the Applicant)*

[Location, Date]

FROM:

(Name of the Applicant)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TO:

Managing Director,

Kaushalya Bhavan

3rd Floor, Diary Circle, Bannerghatta Road,

Bangalore 560 029

Dear Sir:

**Subject: Proposal for “EOI for Selection of Technical Skill Assessment Providers on Karnataka Skill Connect Portal”**

We, the undersigned, offer to provide services for the above in accordance with your Expression of Interest notified in the Kaushalkar portal as EOI no: \_\_\_\_\_\_\_\_\_\_. We are hereby submitting our Proposal which includes this Technical Proposal.

I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for **Selection of Technical Skill Assessment Providers on Karnataka Skill Connect Portal.**

We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We certify that in the last three years, we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/we have not blacklisted / barred by the Government of Karnataka or any of its agencies for any reasons whatsoever.
5. I/we have not been blacklisted / barred by the Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from the execution of contract after an award of work.
6. I/we am/are not involved in any major litigation that may affect or compromise the delivery of service required if we were to be awarded with this work.
7. I/we declares that no previous transgression occurred in the last three years immediately before submission of our proposal, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify our exclusion from the tender process.
8. I/we agree that if I/we makes incorrect statement on this subject, I/we can be disqualified from the tender process
9. I/We have examined and have no reservations to the EOI Documents, including any Addendum issued by the Client.
10. I/We do not have any conflict of interest
11. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
12. The Proposal is unconditional
13. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the EOI.
14. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Applicant, without incurring any liability to the Applicants
15. I/We hereby submit a declaration that the proposal submitted by the undersigned on behalf of the tenderer …………… *(Name of the Applicant)* shall not be withdrawn or modified during the period of validity or extended period of validity.

Our Proposal is binding upon us and subject to the modifications resulting from subsequent consultations.

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

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Applicant:

Address:

**10B. Details of the Applicant**

*Relevant documents to be enclosed as specified in the form*

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Particulars** | **Details** |
|  | **Applicant Details** | |
|  | Name of Company / Firm |  |
|  | Country of Incorporation |  |
|  | Date of Incorporation and / or Commencement of Business |  |
|  | Company or Firm registration details with the supporting documents | 1. Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_ 2. Date of registration: \_\_\_\_\_\_\_\_\_\_\_\_\_ 3. Registering Authority : \_\_\_\_\_\_\_\_\_\_\_\_\_ 4. *If the Applicant is a company –* 5. [ ] Enclosed self-attested copy of Certificate of Incorporation 6. [ ] Enclosed self-attested copy of Memorandum of Association and Articles of Association 7. *If the Applicant is a partnership firm or a limited liability partnership –* 8. [ ] Enclosed self-attested copy of Registration Certificates 9. [ ] Enclosed self-attested copy of Partnership Deed |
|  | Brief description of Company / Firm including details of its main lines of business and proposed roles and responsibilities in this Project |  |
|  | Registered Office Details | Address:  Contact Person:  Mobile:  Phone:  Email:  Fax: |
|  | Branch/Regional Office Details *(to be provided for all offices relevant for undertaking this assignment)* | |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Sl. No.** | **Branch / Regional Office Name** | **Address** | **Contact Person and Designation** | **Phone / Mobile** | **Email** | | 1 |  |  |  |  |  | | 2 |  |  |  |  |  | | 3 |  |  |  |  |  | | 4 |  |  |  |  |  | | 5 |  |  |  |  |  | |
|  | Details of the Authorized Signatory for the Tender | Name:  Designation:  Address:  Phone:  Email: |
|  | Details for individual(s) who will serve as Point of Contact | Name:  Designation:  Mobile:  Phone:  Email: |
|  | Nature of Legal Entity (Public / Private Limited Company, Partnership Firm, Limited Liability Partnership, Sole Proprietorship) | Select as applicable –  [ ] Public Limited Company  [ ] Private Limited Company  [ ] Partnership Firm  [ ] Limited Liability Partnership  [ ] Others, i.e., \_\_\_\_\_\_\_\_\_\_\_\_\_ (please specify) |
|  | Type of Business | Select as applicable –  [ ] |
|  | PAN Details | Number:  Enclosed self-attested copy: [ ] Yes [ ] No |
|  | GST Details | Number:  Enclosed self-attested copy: [ ] Yes [ ] No |
|  | Income tax Returns | Enclosed self-attest copy of IT Returns for the last completed Financial Year (FY 2019-20, i.e., AY 2020-21): [ ] Yes [ ] No |
|  | Annual Turnover of the Applicant | |  |  |  |  | | --- | --- | --- | --- | |  | **FY**  **2018-19** | **FY**  **2019-20** | **FY**  **2020-21** | | Turnover in INR Crores |  |  |  | |
|  | **Experience and Credentials of the Applicant** | |
|  | Total number of years of experience: | \_\_ years \_\_ months |
|  | Years of experience in providing technical skill assessment services | \_\_ years \_\_ months |
|  | Clients for whom Applicant has provided technical skill assessments (Line of Business) | |  |  |  | | --- | --- | --- | | **Sl. No.** | **Name of Client** | **Location where Solution Provided** | | 1 |  |  | | 2 |  |  | | 3 |  |  | | 4 |  |  | | 5 |  |  | |
|  | ISO 9001:2008 Certificate for System Integration or better, if available (Relevant Accreditation to be provided) | Name of Certification: \_\_\_\_\_\_\_\_\_\_\_  Date of Issue of Certificate: \_\_\_\_\_\_\_\_\_\_  Date of Validity of Certificate: \_\_\_\_\_\_\_\_\_\_\_  Certifying Institute / Organization: \_\_\_\_\_\_\_\_\_\_\_  Enclosed: [ ] Yes [ ] No |
|  | ISO 27001:2005 Certification for Information Security Management System, if available (Relevant Accreditation to be provided) | Name of Certification: \_\_\_\_\_\_\_\_\_\_\_  Date of Issue of Certificate: \_\_\_\_\_\_\_\_\_\_  Date of Validity of Certificate: \_\_\_\_\_\_\_\_\_\_\_  Certifying Institute / Organization: \_\_\_\_\_\_\_\_\_\_\_  Enclosed: [ ] Yes [ ] No |
|  | Whether there is any ISI Registration | Details of registration along with supporting documents |
|  | Other relevant certifications | |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Sl. No.** | **Name of Certification** | **Certifying Institute / Organization** | **Date of Issue** | **Date of Validity** | | 1 |  |  |  |  | | 2 |  |  |  |  | | 3 |  |  |  |  | | 4 |  |  |  |  | | 5 |  |  |  |  | |
|  | **Checklist for Forms** | |
|  | Enclosed Form 10A | Form Enclosed: [ ] Yes [ ] No  Supporting Documents Enclosed: [ ] Yes [ ] No [ ] Not Applicable |
|  | Enclosed Form 10B | Form Enclosed: [ ] Yes [ ] No |
|  | Enclosed Form 10C | Supporting Documents Enclosed: [ ] Yes [ ] No [ ] Not Applicable |
|  | Enclosed Form 10D | Form Enclosed: [ ] Yes [ ] No |
|  | Enclosed Form 10E | Supporting Documents Enclosed: [ ] Yes [ ] No [ ] Not Applicable |
|  | Enclosed Form 10F | Form Enclosed: [ ] Yes [ ] No |
|  | Enclosed Form 10G | Supporting Documents Enclosed: [ ] Yes [ ] No [ ] Not Applicable |
|  | Enclosed Form 10H | Form Enclosed: [ ] Yes [ ] No |

Authorised Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**10C. Applicant’s Experience and References**

**Applicant should provide details of carrying out technical skills assessments in at least the last 3 years that best illustrate their qualifications.**

The Applicant shall provide a summary of their work experience –

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl. No.** | **Name of Client** | **Name of Assignment** | **Nature of Business / Operations of Client** | **Location of Assignment** | **Start Date** *(Month, Year)* | **End Date**  *(Month, Year)* | **Value of Assignment** | **Proof of Commencement for Assignment Provided**  *(Type of Document, Date of issue of document)* | **Proof of Substantial Completion for Assignment Provided**  *(Type of document, Date of issue of document)* |
|  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |

*Add additional rows as required.*

***Note:***

* **Proof of undertaking the Assignment** may be any of the following documents issued by the Client
  + Copy of work order / contract / purchase order / letter of award issued by the client for the assignment(s). The document submitted should meet all the requirements as per the criteria.
  + Certificate of Completion from the Client, signed by authorized representative for the Client
  + Self-certification from Authorized signatory of the Applicant along with the supporting documents issued by respective Clients substantiating completion of the assignment
  + The receipt of payment(s) to the Applicant of at least 50% of the Contract Price or an amount of INR 1 Crore, whichever is higher, towards the assignment and certified by a statutory auditor

The document submitted should meet all the requirements as per the criteria. For Projects where the Applicant has worked as a consortium member or as a part of a joint venture, the Applicant shall furnish documents to substantiate the role of the firm in the project.

The Applicant should provide details for each of the assignments listed above in the following format –

| **Sl. No.** | **Particulars** | **Details** |
| --- | --- | --- |
|  | **Name of Client** |  |
|  | **Name of Assignment** |  |
|  | **Location of Client** |  |
|  | **Nature of Business / Operations of Client** |  |
|  | **Contact Person for Client** | *Name:*  *Designation:*  *Phone:*  *Email:* |
|  | **Brief Description of Assignment** |  |
|  | **Start Date of Assignment** |  |
|  | **End Date of Assignment** |  |
|  | **Value of Assignment *(****Contract Value or Payments Received)* |  |
|  | **Narrative Description and Scope of assignment** | Details to be provided covering the following –   * *Scope of Project* * *Functional Areas of Client Business covered* * *Services / Packages / Features implemented* |
|  | **Brief Description of Results Achieved** | Details to be provided covering the following –   * *Overall impact of solution* * *Geographical Locations covered* * *Client Business Units serviced* * *Other relevant details:* |
|  | **Key Personnel / Senior Staff involved for Assignment** |  |
|  | **Name and Role of Associated Applicants, if any** |  |
|  | **Proof of Commencement for Assignment issued by Client**  *Copy of work order / contract / purchase order / letter of award issued by the client for each eligible assignment. The document submitted should meet all the requirements as per the criteria.* | *Type of Document:*  *Date of Issue of Document:*  *Enclosed: [ ] Yes [ ] No* |
|  | **Proof of Substantial Completion for Assignment**  *At least one of the following documents issued by the client for the assignment(s) should be submitted as proof of substantial completion for the respective assignment*   * + *Certificate of Completion from the Client, signed by authorized representative for the Client*   + *Self-certification from Authorized signatory of the Applicant along with the supporting documents issued by respective Clients substantiating completion of the assignment*   + *The receipt of payment(s) to the Applicant of at least 50% of the Contract Price or an amount of INR 1 Crore, whichever is higher, towards the assignment and certified by a statutory auditor* | *Type of Document:*  *Date of Issue of Document:*  *Enclosed: [ ] Yes [ ] No* |

Authorised Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**10D. Financial Capacity of the Applicant**

*(On the letterhead of the Independent Auditor/Statutory Auditor)*

Date:

We have verified the relevant records of M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Name of the Applicant*], and certify that –

1. Their annual turnover in the last 3 (three) financial years, i.e., FY 2018-19, FY 2019-20 and FY 2020-21 is as follows –

|  |  |  |  |
| --- | --- | --- | --- |
| Annual Turnover | | | Average Annual Turnover |
| FY 2018-19 | **FY 2019-20** | **FY 2020-21** |
|  |  |  |  |

Average annual turnover of the Applicant for FY 2018-19, FY 2019-20 and FY 2020-21 is INR \_\_\_\_\_ Crore *[amount in words and figures rounded to the nearest lakh]*

1. From annual balance sheet in the last 3 (three) financial years, i.e., FY 2018-19, FY 2019-20 and FY 2020-21, the information is as follows –

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **FY 2018-19** | **FY 2019-20** | **FY 2020-21** |
| **Total Assets** |  |  |  |
| **Total Liabilities** |  |  |  |
| **Net Worth** |  |  |  |
| **Current Assets** |  |  |  |
| **Current Liabilities** |  |  |  |

1. From annual income statement in the last 3 (three) financial years, i.e., FY 2018-19, FY 2019-20 and FY 2020-21, the information is as follows –

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **FY 2018-19** | **FY 2019-2020** | **FY 2020-21** |
| **Total Revenue** |  |  |  |
| **Profit Before Tax** |  |  |  |
| **Profit After Tax** |  |  |  |

Name and Address of the Applicant’s Bankers:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This certificate is being issued to be produced before Managing Director, Karnataka Skill Development Corporation.

(Seal and signature of Auditor)

Name of the audit firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CA Membership Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**10E. Power of Attorney of Authorised Signatory**

*(\* To be executed on appropriate non-judicial stamp paper)*

Know all men by these presents, we…………………………………………….. (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms (name), …………………… son/daughter/wife of …………………………… and presently residing at …………………., who is presently employed with us and holding the position of ……………………………. , as our true and lawful attorney (hereinafter referred to as the “Authorized Signatory”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our proposal for Services for the proposed assignment **“EOI for Selection of Technical Skill Assessment Providers on Karnataka Skill Connect Portal”** by the Managing Director, Karnataka Skill Development Corporation (the “Employer”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our proposal for the said Project and/ or upon award thereof to us

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, …………………., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……… DAY OF ………., 20...... in line with the following points:

* The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
* Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

…………………………..

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

……………………………

(Signature)

(Name, Title and Address of the Authorized Signatory)

**10F. Comments and suggestions on the Scope of Work and on services, and facilities to be provided by KSDC.**

**On the Scope of Work:**

1.

2.

3.

4.

5.

**On the Data, Services, and Facilities to be provided by the Client**

1.

2.

3.

4.

5.

Authorised Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**10G. Description of the methodology and work plan for performing the assignment.**

*(To be submitted during Technical Presentation, does not need to be uploaded)*

**AGENCY’S NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The shortlisted Applicants shall make a detailed Technical Presentation on the aspects listed under the evaluation criteria for Approach and Methodology as per the ‘Assessment of Responsiveness for Technical Presentation’ clause of ‘Proposal Evaluation’.

The Applicants should ensure their presentation is suitably responsive to the Scope of Work of the EOI and should cover the following during their presentation –

1. **Applicants Experience**

* Experience with 5 (five) similar solutions as this assignment for reputed organizations
* Costs for undertaking such similar assignments and results achieved

1. **Understanding of the Project**

* Understanding of the objectives of the project
* High-level feasibility of proposed project
* Identification of technical / operational challenges
* Inputs on Scope of Work

1. **Approach and Methodology**

* Overview of proposed solutions for the project
* Approach and methodology for undertaking the project
* Expected outputs from undertaking assignment, etc.
* Implementation plan

1. **Inputs and support required from Client**

The shortlisted Applicant shall make the presentation to the Evaluation Committee formed by the Client on the notified date and time. The proposed Project Manager along with key resources should be present in-person during the presentation.

The Presentation is not required to be submitted at the time of submission of the Technical Proposal. It must be presented to the Evaluation Committee as notified by the Client. A soft copy and two hard copies of the presentation and any associated supporting documents are to be submitted along with a covering letter to the evaluation committee at the time of Technical Presentation

**10H. Financial Proposal for Technical Skill Assessment Providers**

*(On the Letterhead of the Bidder)*

[Location, Date]

TO:

Managing Director,

Karnataka Skill Development Corporation,

Kaushalya Bhavan

3rd Floor, Diary Circle, Bannerghatta Road,

Bangalore 560 029

Dear Sir,

**Subject: Financial Proposal for Technical Skill Assessment Provider**

**Please find below our proposal for providing the assessment services:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl. No** | **Job role** | **Assessment cost (INR)** | **Size of questionnaire** | **Date of updating/revising the questionnaire** | **Remarks (if any)** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
|  |  |  |  |  |  |

Revenue sharing mechanism:

Any other Terms and Conditions:

Yours sincerely,

For and on behalf of \_\_\_\_\_\_\_\_\_ [Bidder]:

Authorised Signature:

Name of Signatory:

Designation of Signatory:

Company Seal:

Date:

Place: