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Request for Proposal

Inviting an Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra

Issued by:
Commissionerate of Skills Development, Employment and Entrepreneurship
Government of Maharashtra, Navi Mumbai
Tel: 022-35543099

Contents

Disclaimer

This Request for Proposal (RFP) is issued by the Commissionerate of Skills Development, Employment and Entrepreneurship, Skill Development, Employment, Entrepreneurship and Innovation Department, Government of Maharashtra.

"The information contained in this Request for Proposal ("RFP"), or subsequently provided to prospective bidders, whether verbally or in documentary or any other form, by or on behalf of the Commissionerate of Skills Development, Employment and Entrepreneurship, Skill Development, Employment, Entrepreneurship and Innovation Department, Government of Maharashtra (hereinafter referred to as the "Client"), is provided for the purpose of enabling prospective bidders to prepare their proposals for the implementation of the Chief Minister Mahafund Programme in Maharashtra, in accordance with the terms and conditions set out in this RFP."

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective bidders or any other person. The purpose of this RFP is to provide to support the complete beneficiary journey, from mobilization and application management to screening, capacity building, mentorship, incubation linkage, financial convergence, and post-selection handholding. The implementation partner shall help create a robust pipeline of entrepreneurs and innovators who can convert ideas into bankable business plans and sustainable enterprises. The programme is expected to bridge the gap between aspiration and execution by combining digital systems, domain expertise, training content, mentor networks, and institutional convergence.

The client reserves the right to change any or all conditions/ information set in this RFP document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the authority may deem fit without assigning any reason thereof. The client reserves the right to accept or reject any or all proposals without giving any reasons thereof. The client will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document. The client also accepts no liability whether resulting from negligence or otherwise. The client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained in this RFP. The issue of this RFP does not further imply that the client is bound to select or to appoint the, as the case may be, and the client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including all expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred in preparation for submission of the Proposal, regardless of the conduct or outcome of the selection process.

Glossary of Terms

BoQ	Bill of Quantities
DLI	Disbursement Linked Indicator
EDP	Entrepreneurship Development Programme
E&S	Environmental and Social
EMD	Earnest Money Deposit
IEM	Independent External Monitor
IMA	Independent Monitoring Agency
IP	Integrity Pact
IVA	Independent Verification Agency
KPI	Key Performance Indicator
LoA	Letter of Award
LOI	Letter of Invitation
MIS	Management Information System
MPR	Monthly Progress Report
NDA	Non-Disclosure Agreement
PBG	Performance Bank Guarantee
PDo	Programme Development Objective
PQC	Pre-Qualification Criteria
QCBS	Quality and Cost Based Selection
RFP	Request for Proposal
ToR	Terms of Reference
DPDP Act	Digital Personal Data Protection Act, 2023
AI	Artificial Intelligence
API	Application Programming Interface

Bidder Data Sheet

Sr. No.	Particulars	Details
1	Name of the Client	Commissionerate of Skill Development, Employment and Entrepreneurship, Skill Development, Employment, Entrepreneurship and Innovation Department, Government of Maharashtra
2	Method of Selection	Quality and Cost Based Selection (QCBS) Method (80:20)
3	Mode of Submission	Online through https://mahatenders.gov.in
4	Date of Issue of Bid	01/09/2026, 03:00 PM
5	Deadline for Submission of Pre-Proposal Queries	08/09/2026, 03:00 PM (Through email to: csdee.daksh@gmail.com)
6	Pre-Bid Meeting Date and Venue	09/09/2026, 11:00 AM Elphinstone Technical High School Campus, 3, Municipal Corporation of Greater Mumbai Road, Dhobi Talao, Mumbai - 400 001
7	Date of Response to Pre-Bid Queries	*To be communicated post the pre-bid meeting on* https://mahatenders.gov.in
8	Last Date for Submission of Proposal	23/10/2026, 03:00 PM
9	Date of Opening of Technical Proposal	24/10/2026, 03:00 PM
10	Date of Technical Presentations	*To be communicated to eligible bidders*
11	Date of Opening of Financial Proposal	*To be communicated on* https://mahatenders.gov.in
12	Tender Fee (Non-Refundable)	INR 25,000/- (Rupees Twenty Five Thousand only)
13	Earnest Money Deposit (EMD) (Refundable)	INR 5,00,000/- (Rupees Five Lakh only)
14	Performance Security	Selected bidder shall furnish 5% of Contract Value as Bank Guarantee in favour of “Commissionerate of Skill Development, Employment and Entrepreneurship” from any nationalized / scheduled / commercial bank
15	Contact Person / Address for Communication	The Commissioner, Commissionerate of Skill Development, Employment and Entrepreneurship Office No. 328, 3rd Floor, Konkan Bhavan (Annex), CBD Belapur, Navi Mumbai, Maharashtra - 400614 Contact Person: Mr. Suraj Mahajan (Assistant Commissioner)
16	Place of Opening of Proposal	Office No. 328, 3rd Floor, Konkan Bhavan (Annex), CBD Belapur, Navi Mumbai, Maharashtra - 400614

Note:

- Any amendments or corrigendum to this RFP, if issued, will be published only on the website. Bidders are advised to visit the website regularly for updates: https://mahatenders.gov.in
- Proposals must be submitted within the date, time, and manner specified in the RFP, exclusively through https://mahatenders.gov.in only.
- Proposals received after the deadline will not be considered.
- The Commissioner, Commissionerate of Skill Development, Employment and Entrepreneurship, Government of Maharashtra, reserves the right to cancel the selection process or reject any or all proposals at any stage, without assigning any reason.
- No contractual obligation shall arise from this RFP unless and until a formal agreement is executed between Commissionerate of Skill Development, Employment and Entrepreneurship and the selected bidder.
- Commissionerate of Skill Development, Employment and Entrepreneurship does not guarantee the accuracy or completeness of the information contained in this RFP. Bidders are solely responsible for conducting their own verification and due diligence. All information is provided solely to assist bidders in preparing their proposals in accordance with the terms of this RFP.
- EMD exemptions are not applicable to any bidder under this RFP.

Section I: Letter of Invitation

The Commissionerate of Skill Development, Employment and Entrepreneurship, Government of Maharashtra, invites proposals from eligible bidders to participate in the online competitive e-Tender process for the **"Inviting an Implementation Agency for the Execution of the CM Mahafund Program in Maharashtra"**. The eligible bidders 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 RFP 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 bidding document has been published on https://mahatenders.gov.in for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document, Tender Fee and EMD.
- Please note that the eligible bidders will have to access the website https://mahatenders.gov.in and get themselves registered so as to enable them to participate in the e-Tendering process before due date. The eligible bidder must submit the tender using the two-envelope system (Technical and Financial bids) through the e-Tendering process.
- The eligible bidders (authorized signatory) shall submit their bids online in electronic formats for preliminary qualification, technical and financial proposal. However, Earnest Money Deposit (EMD) shall be paid as per the details provided in the RFP. The Commissionerate of Skill Development, Employment and Entrepreneurship, Government of Maharashtra shall not be responsible for delay in online submission by eligible bidders due to any reason. For this, eligible bidders are requested to upload the complete bid proposal well in advance so as to avoid issues like slow speed, choking of website due to heavy load or any other unforeseen problems. The eligible bidders are also advised to visit https://mahatenders.gov.in for further details about the e-tendering process.
- For resolving any suggestions or doubts regarding the tender document the pre-bid meeting will be held on the 09/09/2026, 11:00 AM at the following venue:
  Elphinstone Technical High School Campus, 3, Municipal Corporation of Greater Mumbai Road, Dhobi Talao, Mumbai - 400 001.
- The minutes of the pre-bid meeting will be published on https://mahatenders.gov.in if there is a need to publish them online. Commissionerate of Skill Development, Employment and Entrepreneurship, Government of Maharashtra, will not be bound to furnish any answers thereafter. All the terms and conditions mentioned in the tender application are binding on eligible bidders.

Section II: Instructions to the Bidders

1. Pre-Qualification Criteria

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents/information as part of their technical proposal failing which the proposals will be rejected.

Sr. No.	Eligibility Criteria	Documents Required
1	The agency/bidder must be a legally registered entity (company / LLP / society / trust / Section 8 Company/ institution). In case bidder is an Indian company, it shall be a Company registered in India under the Companies Act 1956/2013, existing for the past 3 years as on 31.03.2026 and registered with tax authorities of Government of India In case of a foreign bidder, the registration with the relevant authorities in the home country shall be accepted. However, the successful foreign bidder shall be required to register in India under the Companies Act 1956/2013, and with the tax authorities of Government of India, before contract signing.	• Certificate of Incorporation / Registration Certificate or any other valid document. • PAN (Not applicable for foreign bidder). • GST Registration Certificate with Annexure A and B (in case of an Indian Company), (In case of a foreign bidder, the proof for registration with the relevant authorities in the home country). • Any other required statutory documents.
2	Minimum five years of relevant experience in designing and/or implementing Government, multilateral, CSR or large-scale (minimum 5,000 beneficiaries) entrepreneurship, startup, livelihood or enterprise development programmes.	• At least one similar assignment with Work Order, Agreement and Completion Certificate in the last five financial years. (FY 2021-22 to FY 2025-26).
3	Experience in designing, developing or managing enterprise-level digital platforms, MIS, LMS or workflow-based systems for Government or large-scale (minimum 5,000 beneficiaries) programmes.	• At least one similar assignment with Work Order, Agreement and Completion Certificate in the last five financial years. (FY 2021-22 to FY 2025-26).
4	Team composition: availability of a multidisciplinary team including experts in entrepreneurship programme design, curriculum / content development, digital platforms, monitoring and evaluation, finance and banking convergence and outreach.	• Team structure with CVs of key experts.

5	Financial capacity: minimum average annual turnover of INR 33,75,00,000/- and positive net worth in the last three financial years (FY 2022-23 to FY 2024-25).	• Chartered Accountant certified audited turnover certificate. • Balance Sheet, Profit and Loss Statement. • ITRs. • Net worth certificate. (In case of a foreign bidder, the equivalent Turnover value in the local or international currency shall be considered).
6	The firm should not be under any sanction, debarment, or cross-debarment by the State/ Central Government/ PSUs/ local authority or any other recognized funding / procurement agency. The bidder shall not be eligible to participate while under World Bank's Debarment and Suspension(https://www.worldbank.org/en/projects-operations/procurement/debarred-firms). Additionally, bidder shall not be eligible to participate while under ADB's Debarment and Suspension(https://sanctions.adb.org/). A bid from a temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further investigation. The bidder will comply with the provision of World Bank and ADB's Fraud and anticorruption measures (Clause No. 39)	• Self-declaration (Tech - 11A, Tech – 11B)

2. Documents and Formats for submission along with Technical Proposal

The bidder must furnish the following documents duly sealed and signed in along with their Technical Proposal:

- Tender Fee Receipt.
- EMD Receipt.
- Certificate of Incorporation / Registration Certificate or any other valid document.
- PAN (Not applicable for foreign bidder).
- GST Registration Certificate with Annexure A and B (In case of a foreign bidder, the proof for registration with the relevant authorities in the home country).
- Any other required statutory documents.

- Documentary evidence supporting compliance with the Pre-Qualification Criteria.
- Details of Relevant Experience, along with Work Orders, Agreements, Completion Certificates.
- Proposed Project Team, including organization structure, and CVs of key experts.
- Details and documentary evidence of Institutional Partnerships with Government Departments, Incubators, Universities, Industry Associations, CSR Foundations, Multilateral Agencies, Financial Institutions, or other relevant ecosystem partners.
- Details and documentary evidence of Prominent Awards & Recognitions received at the State, National, or International level relevant to entrepreneurship, innovation or startup promotion.
- Details and documentary evidence of Experience in Credit Linkage, Entrepreneurship Finance, Banking Convergence, Loan Facilitation, or Financial Inclusion projects.
- Details and documentary evidence of Experience in projects for priority groups (Women, SHGs, SC/ST, Tribal Communities, Rural Youth, Divyang, etc.).
- Chartered Accountant certified audited turnover certificate, Balance Sheet, Profit and Loss Statement, Net worth certificate for the last three financial years (In case of a foreign bidder, a equivalent certification shall be accepted).
- Bid Submission Checklist (Annexure I).
- Covering Letter (TECH - 1).
- Bidder's Details (TECH - 2).
- Net Worth Certificate (TECH - 3).
- Turnover Declaration Format (TECH - 4).
- Power of Attorney (TECH - 5).
- Project Experience Format (TECH - 6).
- Comments and Suggestions on the ToR, Scope of work and facilities to be provided by the client (TECH - 7).
- Description of Approach, Methodology and Work plan to carry out the assignment (TECH - 8).
- Summary of Resources Proposed for the Assignment (TECH - 9).
- CV Format (TECH - 10).
- Self- Declaration No. 1 on Non-Blacklisting (TECH - 11A).
- Self- Declaration No. 1 on Non-Blacklisting (TECH – 11B).
- Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework (TECH - 12).
- Undertaking by the Bidder (TECH - 13).
- Self-Declaration: Manpower Strength (TECH - 14).
- Integrity Pact (TECH - 15).
- Declaration Regarding Conflicting Activities (TECH - 16).
- Details of Past Debarment & Restoration of Eligibility (Annexure VI), if applicable.
- Organization Profile.
- Any additional information supporting the bidder's technical capability.

Note: Bidders shall submit all supporting documents as specified above. Proposals that do not meet the eligibility criteria or fail to include the required documents will be liable for rejection. Submission of any false or forged document will result in outright rejection of the bid. Bidders are advised to carefully review all instructions, formats, terms and conditions, and other relevant information provided in this RFP. The proposal must be complete in all respects, duly indexed, with each page numbered and signed by the authorized representative of the bidder. The Client reserves the right, at its sole discretion, to seek clarifications or additional supporting documents from bidders at any stage of the bid evaluation process.

3. Tender Fee

The bidder must submit a non-refundable Tender Fee of INR 25,000/- through online (i.e. NET Banking) mode at https://mahatenders.gov.in only at least one day before the submission deadline. However, it is advised that the payment is made at least three days before the actual date of submission of bids to avoid any bank transfer delays.

4. Earnest Money Deposit (EMD)

The bidder must submit an Earnest Money Deposit (EMD) of INR 5,00,000/- through online (i.e. NET Banking) mode at https://mahatenders.gov.in only at least one day before the submission deadline. However, it is advised that the payment is made at least three days before the actual date of submission of bids to avoid any bank transfer delays.
The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract.
The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP.
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be nonresponsive or has submitted false information in support of its qualification.
- If the bidder fails to
    - Provide any clarifications to the Client.
    - Agree to the decisions of the contract negotiation meeting.
    - Sign the contract within the prescribed time period.
    - Furnish required Performance Bank Guarantee in time.
- Any other circumstance which holds the interest of the Client during the overall selection process.

5. Validity of the Proposal

Proposals shall remain valid for a period of 90 days (Ninety Days) from the date of opening of the Technical Proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

6. Pre-Bid Meeting

The Commissionerate of Skill Development, Employment and Entrepreneurship, Skill Development, Employment, Entrepreneurship and Innovation Department, Government of Maharashtra, may conduct a Pre-Bid Meeting to address queries, if any, from prospective bidders. The date, time, and venue of the Pre-Bid Meeting shall be as specified in this RFP document.

Participation in the Pre-Bid Meeting shall be at the cost of the prospective bidders. The meeting is intended to provide an opportunity for bidders to seek clarifications, obtain additional information, and address any ambiguities related to the RFP, to enable them to submit informed and responsive proposals.

All queries or requests for clarification pertaining to this RFP shall be submitted to Commissionerate of Skill Development, Employment and Entrepreneurship strictly in accordance with the schedule specified in the RFP.

Queries shall be submitted by email to csdee.daksh@gmail.com with the subject line: "Pre-Bid Queries - CM Mahafund RFP".

All queries must be submitted in the prescribed format as below:

<table>
<tr><th colspan="6">Request for Clarification</th></tr>
<tr><td colspan="3">Name and Address of the Organization submitting request</td><td colspan="3"></td></tr>
<tr><td colspan="3">Name and Position of Person submitting request</td><td colspan="3"></td></tr>
<tr><td colspan="3" rowspan="3">Contact Details of the Organization /Authorized Representative</td><td>Mobile:</td><td colspan="2"></td></tr>
<tr><td>Tel:</td><td colspan="2"></td></tr>
<tr><td>e-Mail:</td><td colspan="2"></td></tr>
<tr><td>Sr. No.</td><td>Document Page No.</td><td>Document Clause No.</td><td>Clause Title</td><td>Queries/ Clarification Sought</td><td>Comments/ Justification by Bidder/ Suggested modifications</td></tr>
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Queries received after the stipulated deadline/ in different format may not be considered.

7. Supplementary Information / Corrigendum / Amendment to the RFP

At any time prior to the deadline (or revised deadline, if any) for submission of bids, the Commissionerate of Skill Development, Employment and Entrepreneurship, Government of Maharashtra, may, for any reason either on its own initiative or in response to requests for clarification from bidders to modify the RFP by issuing amendments and/or provide additional information for clarification of provisions contained in this RFP. Such amendments, corrigenda, or clarifications shall be published on the https://mahatenders.gov.in.

Any amendment, corrigendum, or clarification issued shall be deemed to form an integral part of this RFP and shall be read and construed as part of the RFP document. All such amendments, corrigenda, or clarifications shall be binding on all prospective and participating bidders.
Commissionerate of Skill Development, Employment and Entrepreneurship shall not be responsible for any misinterpretation of the RFP provisions arising due to a bidder's failure to take note of amendments, corrigendum, or clarifications uploaded on the designated

portals or websites.

In order to provide bidders with reasonable time to incorporate amendments or clarifications while preparing their proposals, Commissionerate of Skill Development, Employment and Entrepreneurship may, at its sole discretion, extend the deadline for submission of bids.

8. Completeness of Response

Bidders are advised to carefully review all instructions, formats, eligibility criteria, terms and conditions, requirements, and other information contained in this RFP. Submission of a proposal shall be deemed to signify that the bidder has thoroughly examined and understood the RFP document and all its implications.

The proposal submitted in response to this RFP must be complete and comprehensive in all respects. Failure to provide all information required under this RFP, or submission of a proposal that is not substantially responsive to the provisions of the RFP, shall be at the bidder's own risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD), if applicable.

9. Proposal Preparation Cost

All costs and expenses incurred by the bidder in connection with participation in this RFP process shall be borne solely by the bidder. These costs may include, but are not limited to, costs associated with preparation and submission of the proposal, participation in pre-bid meetings, discussions or presentations, provision of additional information or clarifications sought by the Commissionerate of Skill Development, Employment and Entrepreneurship, and negotiations related to the contract or Master Service Agreement.

This RFP does not commit Commissionerate of Skill Development, Employment and Entrepreneurship to award a contract or to enter into any negotiations. No reimbursable costs may be incurred by any bidder in anticipation of the award of the contract or implementation of the proposed assignment.

10. Right to Termination

Commissionerate of Skill Development, Employment and Entrepreneurship reserves the right to terminate or withdraw the bid process at any stage, at its sole discretion and without assigning any reason whatsoever.

Participation in this RFP process does not create any obligation on the part of Commissionerate of Skill Development, Employment and Entrepreneurship to engage in a business transaction with any bidder. This RFP shall not be construed as an offer, commitment, or assurance by Commissionerate of Skill Development, Employment and Entrepreneurship.

Submission of a proposal and participation in the selection process may or may not result in selection for execution of the contract.

11. Authentication of Bids

The original proposal document shall be signed by a person duly authorized to bind the bidder to the contract. A valid letter of authorization or Power of Attorney authorizing the signatory to execute the bid on behalf of the bidder shall be submitted along with the proposal.

All pages of the proposal, including copies uploaded on the portal except un-amended printed literature shall be initialed and stamped by the authorized signatory of the bidder.

12. Interlineations of Bids

The proposal shall contain no interlineations, erasures, or overwriting. In the event of any overwriting or correction, such changes shall be duly authenticated by the authorized signatory by signing against the corrections on the relevant page.

13. Late Bids

Proposals received after the stipulated date and time of submission, including any extensions granted by Commissionerate of Skill Development, Employment and Entrepreneurship, for any reason whatsoever, shall not be entertained and will be rejected outright.

14. Submission of Bids

The bidder shall submit the bid through https://mahatenders.gov.in only. To view Tender Notice, Detailed Time Schedule, RFP Document and its supporting documents, kindly visit https://mahatenders.gov.in.

The bids submitted shall comprise of the following two envelopes:

(1) **Envelope A**: Tender Fee, EMD, Pre-qualification Criteria and Technical proposal documents.
(2) **Envelope B**: Financial bid.

The Complete Bid response shall include the following documents:

Sr. No.	Documents Type	Document Format
Envelope -A (Technical Proposal Documents)		
1	Pre-qualification	The Pre-qualification Proposal shall be prepared in accordance with the requirements specified in this RFP.
2	Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP
Envelope – B (Financial Proposal Documents)		
3	Financial Bid	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in BoQ.

The bidder should ensure that all the required documents, as mentioned in this RFP, are submitted along with the bid and in the prescribed format only.

Non-submission of the required documents or submission of the documents in a different format / content may lead to the rejection of the bid proposal submitted by the bidder.

The bidders participating first time for e-Tenders on the Portal will have to complete the Online Registration Process for the e-Tendering portal as per the procedure laid down in this behalf. All the bidders interested in participating in the e-Tendering process are required to obtain Digital Certificates. The bids should be prepared and submitted using individual's digital signature certificate.

Commissionerate of Skill Development, Employment and Entrepreneurship 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.
It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which Commissionerate of Skill Development, Employment and Entrepreneurship reserves the right to reject the Bid.

15. Evaluation of Proposal

A three-stage evaluation process Quality and Cost Based Selection (QCBS) Method (80:20) will be conducted as explained below for evaluation of the proposals:

15.1 Preliminary Evaluation (1st Stage)

Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility condition and the requisite documents/ information have been properly furnished by the bidder or not. Submission of documents/ information as per Pre-Qualification Criteria as given in Section II (Point no 1) will be verified.

The bidder is required to produce the copies of the required supportive documents/information as part of their technical proposal failing which the proposals will be rejected.

15.2 Technical Evaluation (2nd Stage)

The Technical Proposals of only those bidders who qualify the Preliminary Evaluation Stage shall be opened and evaluated. The technical evaluation shall be carried out to assess the bidders institutional capacity, relevant experience, proposed methodology, team composition, implementation roadmap, digital approach, outreach strategy and the soundness of their technical approach programme, theory of change, results framework, proposed staffing, deployment plan, implementation risks and mitigation matrix, detailed work plan with milestones & deliverables, district-level implementation architecture, service level commitments for digital systems, and reporting for successful delivery of the assignment.

The detailed technical evaluation will be undertaken based on the parameters and scoring criteria defined below. Each technical proposal shall be evaluated out of a maximum of 100 marks. Bidders will be required to submit documentary evidence as specified against each criterion. Only substantiated claims supported by valid documents shall be considered for scoring.

Sr. No.	Parameter	Criteria	Marks	Max. Marks
PART A – Technical Evaluation				
1	Experience in implementation of large scale Entrepreneurship Development Programmes (EDPs) during the last 5 financial years (FY 2021-22 to 2025-26) (cumulative 15,000 beneficiaries)	1-2 Projects - 4; 3-5 Projects - 8; More than 5 Projects - 10	10	**10**
2	Experience in implementation of large scale Startup, Innovation, Incubation or Innovation Ecosystem Development projects during the last 5 financial years (FY 2021-22 to 2025-26) (cumulative 500 beneficiaries)	1 - 2 Projects - 4; 3-5 Projects - 8; More than 5 Projects - 10	10	**10**
3	Number of States/UTs covered for entrepreneurship training, startup development or enterprise promotion during the last 5 financial years (FY 2021-22 to 2025-26)	Up to 5 States/UTs - 4; 6-10 States/UTs - 8; 11-15 States/UTs - 12; More than 15 States/UTs - 15	15	**15**
4	Number of districts of Maharashtra covered for entrepreneurship training, startup development or enterprise promotion during the last 5 financial years (FY 2021-22 to 2025-26)	Up to 5 districts - 4; 6-15 districts - 6; 16-25 districts - 8; More than 25 districts - 10	10	**10**
5	Institutional partnerships with Government Departments, Incubators, Universities, Industry Associations, CSR Foundations or Multilateral Agencies during the last 5 financial years (FY 2021-22 to 2025-26)	3-5 Partnerships - 5; 6-10 Partnerships - 10; More than 10 Partnerships - 15	15	**15**
6	Prominent awards or recognitions received at State, National or International level for entrepreneurship, innovation or startup promotion	1 - 2 Awards - 4; 3-5 Awards - 8; More than 5 Awards - 10	10	**10**

7	Experience in implementation of government/ semi-government/ PSUs/ local authority supported projects for priority groups (Women, SC/ST, Tribal Communities, Divyang, etc.) during the last 5 financial years (FY 2021-22 to 2025-26)	1-2 Projects - 4; 3-5 Projects - 8; More than 5 Projects - 10	10	**10**
		Total Technical Marks		**80**

Part B - Presentation			
Sr. No.	**Parameter**	**Marks**	**Total Marks**
1	Implementation Strategy (Strategy for Outreach, Mobilisation and Beneficiary Acquisition, Digital Platform Architecture, Shortlisting & Selection, Financial Linkage, Bank Convergence, Market Access, etc)	8	20
2	Team Architecture & Deployment Plan (Structure of State and District Level Teams with position wise count and their roles and responsibilities)	10	
3	Strategy for continuous engagement of mentors, experts, other ecosystem stakeholders	2	
Sub Total of Part B			**20**
Total (Part A+B)			**100**

For the purpose of technical evaluation, a beneficiary shall mean a participant who has received at least one measurable programme intervention, including Government grant support, loan/credit assistance, incubation or acceleration support, patent/IP facilitation, or any other documented entrepreneurship support under the project. Mere participation in awareness programmes, workshops, seminars, webinars, outreach events, or mobilization activities shall not be considered as beneficiary support for the purpose of evaluation.

Copies of Work Orders, Agreements, and Completion Certificates shall be submitted as documentary evidence for each assignment claimed under the technical evaluation. Ongoing assignments shall be considered for evaluation only if a minimum of six (6) months of the project period has elapsed, supported by relevant documentary proof.

The implementation strategy, methodology and team structure presented during the presentation shall form an integral part of the successful bidder's proposal and shall be binding. The Letter of Intent (LoI), Work Order, and subsequent Contract Agreement shall be issued based on the approved proposal. Any material inconsistency, misrepresentation, or contradiction may lead to rejection of the bid or rejection of contract, if awarded.

Bidders securing a minimum of 50 marks out of 80 marks in the Technical Evaluation (Part

A) shall be shortlisted for the presentation (Part B). The date and time for presentation shall be communicated to eligible bidders via email.

Only those bidders who secure a minimum of 65 marks out of 100 marks in the Technical Proposal Evaluation shall be considered technically qualified and shall be eligible for opening and evaluation of the Financial Proposal.

15.3 Financial Bid Opening (3rd Stage)

The Financial Proposals of only those bidders who are declared technically qualified after completion of the Technical Evaluation (Second Stage) shall be opened at this stage.

The opening of the Financial Proposals shall be carried out, in the presence of the bidders representatives who may choose to attend the meeting. Such representatives shall be required to produce a valid authorization letter issued by the bidder for this purpose.

At the time of opening of the Financial Proposals, the name of the bidder(s) and the financial quote(s) submitted shall be announced during the meeting.

16. Evaluation Process

The overall selection of the bidder shall be carried out using the Quality and Cost Based Selection (QCBS) methodology, as prescribed in the Request for Proposal.

The proposals shall be evaluated under the QCBS method with 80% weightage assigned to the Technical Proposal (St) and 20% weightage assigned to the Financial Proposal (Sf).

The technical proposals shall be evaluated following the criteria specified in Section II. (Point no 15) under technical evaluation (2nd Stage) and awarded marks out of 100.
The lowest evaluated Financial Bid (Fm) shall be awarded the maximum Financial Score (Sf) of 100. The financial scores of all other technically qualified bidders shall be calculated using the following formula:

$$Sf=100 * Fm/F$$

Where:

- Sf = Financial score of the bid under consideration
- Fm = Lowest evaluated financial bid among the technically qualified bidders
- F = Financial bid of the bidder under consideration

All Financial Bids shall be quoted in Indian Rupees (INR) and shall be inclusive of all applicable taxes, duties, levies, and statutory charges.

The prices quoted in the Financial Bid shall be firm and final and shall not be subject to any variation, escalation, or modification on any account whatsoever during the contract period.

16.1 Combined Score and Ranking

Bidders shall be ranked based on their Combined Score (S), calculated using the following formula:

$$S = (0.80 \times St) + (0.20 \times Sf)$$

Where:

- **S** = Combined score
- **St** = Technical score obtained by the bidder
- **Sf** = Financial score obtained by the bidder

The bidder securing the highest combined score under the QCBS evaluation shall be considered the Highest Ranked Bidder (H1) and shall be invited for further processes leading to the award of the contract, subject to fulfillment of all RFP conditions.

In the event of a tie in the combined QCBS scores, the bidder with the higher technical score shall be considered the H1 Bidder.

17. Performance Bank Guarantee (PBG)

Within fifteen (15) days of issuance of the Letter of Acceptance / Award of Contract, the successful bidder shall be required to furnish a Performance Bank Guarantee (PBG) equivalent to five percent (5%) of the total contract value, issued by a Nationalised / Scheduled Commercial Bank operating in India, in favour of "Commissionerate of Skill Development, Employment and Entrepreneurship", payable at Mumbai. The PBG must be submitted in the form of a Bank Guarantee. The performance bank guarantee issued by a foreign bank (with an Indian Counterpart) will also be accepted.

The Performance Bank Guarantee shall be valid from the Effective Date of the Contract and shall remain valid for a period of six (6) months beyond the completion of the entire contract duration, as a security deposit towards due and faithful performance of obligations under the Contract.

Failure to submit the Performance Bank Guarantee within the stipulated time shall constitute sufficient grounds for cancellation of the award of contract, without prejudice to any other rights or remedies available to Commissionerate of Skills Development, Employment and Entrepreneurship under the RFP or applicable laws.

The Performance Bank Guarantee shall be released after the expiry of six (6) months from the completion of the Contract Period, provided there is no breach of contract or pending claims against the successful bidder. No interest shall be payable by Commissionerate of Skills Development, Employment and Entrepreneurship on the PBG. The PBG is not required at the proposal submission stage.

18. Contract Negotiations

Contract negotiations, if required, shall be held on such date, time, and at such venue as may be intimated by the Commissionerate of Skills Development, Employment and Entrepreneurship to the selected bidder(s).

As a pre-requisite for participation in the negotiations, the selected bidder shall confirm the starting of the assignment for the designated contract period. The representative(s) conducting the negotiations on behalf of the bidder must possess written authorization to negotiate and conclude the contract.

The negotiations, if held, shall cover technical and financial aspects, including but not limited to the scope of work, deliverables, timelines, and commercial terms, as considered necessary for finalization of the contract.

A. Technical Negotiations:

(i) Technical negotiations shall be held on a date and at a time and address to be communicated by the Client in writing to the top-ranked bidders. Such communication will be sent via email or post to the authorized representative of the bidder. The bidder shall be represented by an authorized person(s) holding a valid Power of Attorney authorizing them to negotiate and sign the Contract on behalf of the bidder. Technical negotiations shall include discussions on the ToR, the bidders proposed methodology and work plan, client inputs, relevant Special Conditions of Contract, and finalization of the 'Description of Services' section of the Contract.

(ii) These discussions shall not result in any substantial modification to the original scope of services defined in the ToR or to the key terms of the Contract, as such changes may affect the quality of outputs, the price, or the basis of the original evaluation.

B. Financial Negotiations

(i) Financial negotiations shall include clarification of the bidders tax liabilities and the manner in which these will be reflected in the Contract.

(ii) Where the selection method includes cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be subject to negotiation.

C. Conclusion of Negotiations

(i) The client shall prepare formal minutes of the negotiations, to be signed by both the client and the bidders authorized representative.

(ii) Negotiations shall conclude with a review and finalization of the draft Contract. The finalized draft shall then be initialed by both parties.

(iii) If negotiations fail, the client shall notify the bidder in writing, outlining the outstanding issues and providing a final opportunity for resolution. If unresolved, the client may terminate negotiations and record the reasons for doing so.

(iv) Upon termination of negotiations with the first-ranked bidder, the client shall invite the next-ranked bidder for negotiations. Once negotiations commence with the next-ranked bidder, the client shall not reopen discussions with any previously considered bidder.

19. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

Commissionerate of Skills Development, Employment and Entrepreneurship reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for action.

20. Award of Contract

Upon completion of the contract negotiation stage, the Commissionerate of Skills Development, Employment and Entrepreneurship shall notify the successful bidder in writing by issuing a Letter of Offer / Letter of Award for execution of the Contract and shall

simultaneously inform all other bidders of the outcome of the selection process.
The successful bidder shall be required to complete all formalities and sign the Contract Agreement within fifteen (15) days from the date of issuance of the Letter of Offer. Failure to sign the Contract within the stipulated time may result in cancellation of the award, without prejudice to any other rights of Commissionerate of Skills Development, Employment and Entrepreneurship.

After execution of the Contract, no variation, alteration, or amendment to the terms and conditions of the Contract shall be permitted except through a written amendment duly signed by authorized representatives of both parties.

21. Duration of Assignment

The Contract shall be valid for a period of four (4) years from the Effective Date of the Contract.

The Contract may be extended for a further period of up to three (3) years beyond the initial contract period, on a year-to-year basis subject to mutual agreement between Commissionerate of Skills Development, Employment and Entrepreneurship and the selected Agency, satisfactory performance of the agency, and continued requirement of the services.

In the event of extension beyond the initial four (4) years, no price escalation will be applicable for the extended period(s).

22. Confidentiality

All documents and other information provided by the Client, or submitted by a bidder to the Client, shall remain or become the property of the Client. The bidder shall treat all such information as strictly confidential. The Client shall not return any Proposal or related documentation. All information collected, generated, processed, or provided by the bidder to the Client in relation to the Assignment shall also be deemed to be the property of the Client.

From the time of opening the Proposals until publication of the Contract Award, bidder shall not contact the Client on any matter related to their Technical or Financial Proposal. All information relating to the evaluation of Proposals and the recommendation for award shall remain confidential and shall not be disclosed to bidder or to any person not officially involved in the process, until the Client issues the Notification of Intention to Award the Contract. However, the Client may, where applicable, inform bidder of the outcome of the Technical Proposal evaluation.

Any attempt by a bidder, or by any person acting on its behalf, to unduly influence the Client during the evaluation process or in the decision-making for award of the Contract shall result in rejection of the bidders Proposal. Such conduct may also attract action under the prevailing laws, including debarment.

Notwithstanding the above, if a bidder wishes to communicate with the Client on any matter related to the selection process during the period between Proposal opening and publication of the Contract Award, such communication shall be made only in writing.

23. Copyright, Patents and Other Proprietary Rights

Commissionerate of Skills Development, Employment and Entrepreneurship shall be entitled to all intellectual property and other proprietary rights, including but not limited to patents, copyrights, and trademarks, in respect of all documents and other materials which bear a direct relation to, or are prepared or collected in consequence of or during, the execution of this Contract.

At the request of Commissionerate of Skills Development, Employment and Entrepreneurship, the bidder shall take all necessary steps to hand over such documents and materials to Commissionerate of Skills Development, Employment and Entrepreneurship in full compliance with the requirements of the Contract.

24. Eligibility and Qualification Criteria for Bidders

This RFP is open to all bidders who meet the pre-qualification criteria specified in Section II Point no 1 of this RFP documents. Bidders must also ensure that they do not have any conflict of interest, as defined under the Section II Point No. 25.

Client employees, Committee members, Board members, and their immediate relatives (spouses or children) are not eligible to participate.

Any Bidder who is blacklisted by a State or Central Government or its agencies in india shall not be eligible to bid. The bidder shall not be eligible to participate while under World Bank's Debarment and Suspension (*https://www.worldbank.org/en/projects-operations/procurement/debarred-firms).* The bidder shall not be eligible to participate while under ADB's Debarment and Suspension (*https://sanctions.adb.org/).* A bid from a temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further investigation. Additonally the bidder debarred by other multilateral bank (MDB) will also be ineligible to participate.

25. Conflict of Interest

A bidder must provide professional, objective, and impartial advice. Their primary duty is to prioritize the client's interests, avoiding any conflicts that may arise from other assignments, their own corporate interests, or the desire for future work.

A bidder is obligated to immediately disclose any actual or potential conflicts of interest that could impact their ability to act in the client's best interest. Failure to do so may result in their disqualification, contract termination

Prohibited Circumstances: A bidder will be disqualified under the following specific circumstances:

(i) Conflict between consulting activities and procurement: A firm hired to provide goods, works, or non-consulting services for a project or its affiliates is barred from also providing consulting services related to those same goods or works. Similarly, a firm providing consulting services for a project's preparation cannot later provide the goods, works, or non-consulting services for that project.

(ii) Conflict among consulting assignments: A bidder, including its experts and sub-bidders, or any of their affiliates, cannot be hired for an assignment that conflicts with another assignment they are undertaking for the same or a different client.

(iii) Relationship with client's staff: A bidder with a close business or family relationship with a client's professional staff who are directly or indirectly involved in the assignment's terms of reference, selection, or supervision is ineligible for the contract. This disqualification can only be waived if the conflict is resolved to the satisfaction of the client throughout the selection and execution of the contract.

26. Disclosure

Bidders shall have an obligation to fully and truthfully disclose any actual or potential conflict of interest at the time of submission of the bid as well as at any stage thereafter. Failure to disclose such information may result in disqualification of the bidder or termination of the contract, as applicable.

Bidders shall also disclose whether they are or have been subject to any legal, administrative, or contractual proceedings including, but not limited to, blacklisting, debarment, bankruptcy, insolvency, or any arrangement with creditors, or appointment of any officer such as a receiver or liquidator, in relation to the bidder's business or financial affairs. Such disclosure shall include proceedings initiated by any Central or State Government authority, Public Sector Undertaking, or Statutory Body, as on the date of bid submission.

27. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents, representatives and advisers shall observe the highest standards of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly, or through its officers, employees, agents, representatives or advisers, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively, the "Prohibited Practices") during the Selection Process.

In such an event, the Client shall, without prejudice to any other rights or remedies, forfeit and appropriate the Earnest Money Deposit as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort incurred in relation to this RFP, including consideration and evaluation of such Bidder's Proposal.
Without prejudice to the Client's rights under this Clause and its rights and remedies under the Award of Contract or the Agreement, if a Bidder or Consulting Agency is found by the Client to have, directly or indirectly, or through its agents or representatives, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Award of Contract or execution of the Agreement, such Bidder or Consulting Agency shall be debarred from participating in any tender/RFP issued by the Client for a period of five (5) years from the date on which such finding is recorded by the Client.

For the purposes of this Clause, the following terms shall have the meanings assigned below:

a. Corrupt practice means:
b. offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the actions of any person connected with the Selection Process; or
c. engaging, whether during the Selection Process or after award/execution of the Agreement, any person who has been a legal, financial, or technical bidder/adviser of the Client in relation to the Project, in violation of the restrictions stated herein.

For avoidance of doubt, offering employment to, or engaging in any manner, directly or indirectly, any official of the Client associated with the Selection Process or the Agreement, at any time prior to expiry of one year from the date such official ceases to be in service with the Client, shall be deemed to constitute a corrupt practice.

a. Fraudulent practice means misrepresentation, omission, or disclosure of incomplete facts in order to influence the Selection Process.
b. Coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property in order to influence participation or action in the Selection Process.
c. Undesirable practice means:
d. establishing contact with any person connected with or engaged by the Client for the purpose of canvassing, lobbying, or influencing the Selection Process; or
e. having a Conflict of Interest.
f. Restrictive practice means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating full and fair competition in the Selection Process.

The bidder is required to submit the form Integrity Pact (in the attached format) along with the Technical Proposal.

28. Language of Proposals

The proposal and all related correspondence exchanged between the bidder and the Commissionerate of Skills Development, Employment and Entrepreneurship shall be in English.

29. Legal Jurisdiction

All legal disputes arising out of or in connection with the bidding process and/or the Contract shall be subject to the exclusive jurisdiction of the High Court of Bombay and the competent Civil Courts located in Mumbai, Maharashtra only.

30. Governing Law and Penalty Clause

The Contract shall be governed and construed in accordance with the laws of India, including applicable rules, regulations, and guidelines issued by the Government of Maharashtra from time to time.

The schedule for delivery of services, milestones, and deliverables, as specified in the Contract, shall be strictly adhered to, considering the time-bound nature of the assignment. Any unjustified and unacceptable delay attributable to the Bidder shall make the Bidder liable to Liquidated Damages (LD) on the following terms:

- Liquidated Damages shall be levied at the rate of 0.5% (Zero Point Five Percent) of the total contract value per week of delay, or part thereof, subject to a maximum of 10% (Ten Percent) of the total contract value.
- Liquidated Damages shall be applied only for delays attributable to the Bidder and shall not be applicable in cases approved under Force Majeure or delays caused due to reasons beyond the Bidder's control, as accepted by Commissionerate of Skills Development, Employment and Entrepreneurship in writing.

In the event of continued delay or material breach of contractual obligations, and where the Liquidated Damages reach the maximum limit of 10% of the contract value, Commissionerate of Skills Development, Employment and Entrepreneurship shall have the right to terminate the Contract, either wholly or partially, for the pending activities.

Upon such termination, Commissionerate of Skills Development, Employment and Entrepreneurship may arrange to complete the remaining scope of work through another agency at the risk and cost of the Bidder, without prejudice to any other rights or remedies available under the Contract or applicable law.

The amount of Liquidated Damages and/or any other dues payable by the Bidder may be recovered by deduction from payments due or becoming due to the Bidder under this Contract or any other contract with Commissionerate of Skills Development, Employment and Entrepreneurship. The levy or recovery of Liquidated Damages shall not relieve the Bidder of its contractual obligations nor limit Commissionerate of Skills Development, Employment and Entrepreneurship right to pursue other legal or contractual remedies.

31. Limited Liability

The aggregate liability of the selected Agency, whether arising in contract, tort, statute, or otherwise, shall be limited to the total amount of fees received by the Agency in connection with the Engagement. In case the Engagement is of a recurring nature, the aggregate liability of the selected Agency shall not exceed the total amount received under this Contract.

32. Force Majeure

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Agency, not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not limited to, war or revolution, fire, flood, riot, civil commotion, earthquake, epidemic or other natural disasters, and restrictions imposed by the Government or other authorities, which are beyond the control of the Agency, and which prevent or delay execution of the Contract.

If a Force Majeure situation arises, the Agency shall promptly notify Commissionerate of Skills Development, Employment and Entrepreneurship in writing of such condition, the cause thereof, and the changes necessitated due to the condition. Unless otherwise directed by in writing, the Agency shall continue to perform its obligations under the Contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The Agency shall advise Commissionerate of Skill Development, Employment and Entrepreneurship in writing of the commencement and cessation of the Force Majeure condition within seven (7) days of occurrence and cessation. In the event of a delay lasting for more than one (1) month arising out of Force Majeure causes, Commissionerate of Skill Development, Employment and Entrepreneurship reserves the right to cancel the Contract without any obligation to compensate the Agency in any manner whatsoever.

33. Settlement of Disputes

The Commissionerate of Skills Development, Employment and Entrepreneurship and the Bidder shall make every effort to resolve amicably, through direct informal negotiations, any disagreement or dispute arising under or in connection with the Contract within thirty (30) days from the commencement of such negotiations.

All dispute resolution proceedings shall be held at Mumbai, Maharashtra, and the language of such proceedings and all related documents and communications between the parties shall be English. The Commissionerate of Skills Development, Employment and Entrepreneurship shall be the final authority to resolve disputes arising between Commissionerate of Skills Development, Employment and Entrepreneurship and the Bidder.

34. Determination of Responsiveness

The Proposal Evaluation Committee, constituted by the client, shall determine the responsiveness of each Proposal with reference to the requirements outlined in the RFP, based solely on the contents of the Proposal as submitted.
A Proposal shall be considered substantially responsive if it meets all the requirements of the RFP, without material deviation, reservation, or omission. For this purpose:

i. A “deviation” means a departure from the specified requirements of the RFP.
ii. A “reservation” means setting conditions or limitations, or failure to accept the terms of the RFP in full.
iii. An “omission” means failure to provide part, or all the information or documentation required under the RFP.

A material deviation, reservation, or omission is one that:

i. Substantially affects the scope, quality, or performance of the Services to be provided under the Contract;
ii. Limits in a substantial way the rights of the client or the obligations of the Bidder under the Contract; or
iii. If rectified, would unfairly affect the competitive position of other Bidders who submitted substantially responsive Proposals.

The Proposal Evaluation Committee shall carefully examine the technical aspects of each Proposal to confirm compliance with the RFP requirements, and to ensure that there are no material deviations, reservations, or omissions.

A Proposal shall be deemed responsive if it conforms to all terms, conditions, and requirements set out in the RFP, or if it contains only minor deviations or errors that do not materially affect the substance of the Proposal and can be corrected without altering the intent or content of the Proposal.

Proposals that are determined to be non-responsive or found to contain material deviations, reservations, or omissions shall be rejected and shall not be considered for further evaluation.

35. Non-conformities, Errors, and Omissions

Provided that a Proposal is substantially responsive, the client may waive any non-conformity, deviation, or omission that does not constitute a material deviation.

Where a Proposal is substantially responsive, the client may request the Bidder to submit additional information or documentation within a reasonable time frame to correct non-material omissions or documentary non-conformities. Such clarifications shall not relate to any aspect of the Proposal Price. Failure to respond within the stipulated time may result in rejection of the Proposal.

If a Proposal is substantially responsive, the Proposal Evaluation Committee may rectify quantifiable non-material non-conformities related to the Proposal Price. For comparison purposes only, the Proposal Price shall be adjusted to reflect the price of missing or non-conforming items or components, as applicable.

36. Immaterial non-conformities

The Proposal Evaluation Committee may waive minor deviations, non-conformities, or omissions in the Proposal that do not constitute a material deviation, reservation, or omission, and may deem such Proposal to be responsive.

The Proposal Evaluation Committee may, at its discretion, request the Bidder to provide clarifications or submit documents of a historical and factual nature within a reasonable period. Failure to comply with such a request within the stipulated time shall result in rejection of the Proposal.

The Proposal Evaluation Committee may rectify immaterial non-conformities or omissions based on the information or documentation submitted by the Bidder, provided such rectification does not affect the substance of the Proposal.

37. Disqualification of Proposal

The Proposal shall be liable to be disqualified under any of the following circumstances:

1. Proposal is submitted without Earnest Money Deposit (EMD), as applicable.
2. Proposal is not submitted in accordance with the procedure and formats prescribed in this RFP.
3. During the validity period of the Proposal, or any extension thereof, the bidder revises or increases the quoted prices.
4. Proposal is received in an incomplete form.
5. Proposal is received after the due date and time for submission of bids.
6. Proposal is not accompanied by all requisite documents and information as required under the RFP.

7. A Bidder shall submit only one proposal, independently. If a Bidder submits more than one proposal, all such proposals shall be disqualified.
8. Bids containing conditional technical and/or financial offers.
9. If the bidder introduces assumptions in the Financial Proposal or qualifies the commercial proposal with its own conditions, such proposals shall be rejected outright, even if the quoted price is the lowest or best value.
10. Proposal is not properly signed by the authorized signatory of the bidder.
11. Proposal does not conform to the requirements of the Scope of Work of the assignment.
12. If the bidder attempts to influence the proposal evaluation process by unlawful, corrupt, or fraudulent means at any stage of the bidding process.
13. If any bid document, other than the Financial Proposal, submitted by the bidder is found to contain information related to price, pricing policy, pricing mechanism, or any indication of commercial aspects, or if the bidder or any person acting on its behalf indulges in corrupt or fraudulent practices.
14. Any other condition or situation which, in the opinion of Commissionerate of Skills Development, Employment and Entrepreneurship adversely affects the overall interest of the Client during the selection process.

38. Grievance Redressal / Complaint Procedure

1. A Bidder shall have the right to submit a complaint or seek de-briefing regarding the rejection of its Proposal, in writing or electronically, within ten (10) days from the date of publication of the techno-commercial or financial evaluation results to the RFP inviting authority.
2. Within five (5) working days of receipt of the complaint, the client shall acknowledge the complaint in writing, confirming its receipt and informing the complainant that a detailed response will follow after due examination.
3. The Client shall communicate its final decision to the complainant within fifteen (15) days of receipt of the complaint. No information relating to the confidential evaluation process or the recommendation for award shall be disclosed prior to publication of the Notification of Award.
4. Exclusions and Eligibility: The following matters and conditions apply to the complaint process:
   (i) Only a bidder that has participated in the procurement process (pre-qualification or bidding, as applicable) may submit a complaint.
   (ii) Only a bidder that is directly affected by the decision being challenged may submit a complaint.
   (iii) Where Technical Proposals are evaluated prior to opening Financial Proposals, an application for review concerning the Financial Proposal may be filed only by a Bidder whose Technical Proposal has been declared responsive/acceptable.
   (iv) No third-party information, including other Bidders' Proposals or specific marks awarded to competitors, shall be shared in response to a complaint to maintain confidentiality.

39. Anti-Corruption Guidelines:

The World Bank's Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012 and revised July 10, 2015 (hereinafter, "WB Guidelines") will be applicable to this contract as provided at Section A of the tender/proposal document) and may be accessed at https://www.worldbank.org/en/programs/program-for-results-financing#3

ADB's Guidelines to Prevent or Mitigate Fraud, Corruption, and Other Prohibited Activities in Results-Based Lending for Programs (hereinafter "ADB Guidelines") as provided at Section B of the tender/proposal document, will be applicable to this contract.

Where applicable, the WB Guidelines and the ADB Guidelines will be collectively called "Anticorruption Guidelines."

Definitions
'World Bank': means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

'WB Guidelines': World Bank's Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012 and revised July 10, 2015

'ADB Guidelines': ADB's Guidelines to Prevent or Mitigate Fraud, Corruption, and Other Prohibited Activities in Results-Based Lending for Programs

'Anticorruption Guidelines': collective term for the WB Guidelines and ADB Guidelines.

These guidelines shall be in the Procurement Document (Tender / Proposal) and also be part of the resultant Contract agreement.

Section A: World Bank Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing' dated February 1, 2012 and revised on July 10, 2015 (the WB Guidelines)

Bidding documents will include information regarding the applicability of the ACG to the Program, and exclusion of any debarred or suspended person or entity from a contract under or participation in the Program.

(1) The World Bank "Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing" dated February 1, 2012, and revised on July 10, 2015, shall apply to this activity which is within the Program Boundary accordingly the following shall be applicable:

    (i) Bidder shall prepare and furnish to the Borrower and/or the Bank, all such information that the Borrower, and/or the Bank shall reasonably request in relation to the Program.

(ii) Bidder accept the carrying out of inspections by the Borrower and/or the Bank for the monitoring of, and in relation to, the carrying out of the activities under the Program.

(iii) Any inquiries conducted by the Bank pursuant to these Guidelines are administrative in nature, for the purpose of determining compliance with the Bank's policies, directives, and procedures. Inquiries include, but are not limited to, the review of relevant accounts, records and other documents, and interviews with relevant persons.

(iv) The Guidelines address the following defined practices in connection with the Program.

a. A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
b. A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
c. A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
d. A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
e. An "obstructive practice" is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Bank's contractual rights of audit or access to information.

Section B: ADB Guidelines to Prevent or Mitigate Fraud, Corruption, and other Prohibited Activities in Results-Based Lending for Programs (The ADB Guidelines).

A. Purpose and General Principles

1. The developing member country (DMC) is responsible for the implementation of programs supported by results-based lending (RBL). The Asian Development Bank (ADB) has a fiduciary responsibility to ensure that its loans and other forms of financing are used only for the purposes for which they were granted, in accordance with the Agreement Establishing the Asian Development Bank (the Charter).[1] To uphold that obligation, ADB presents these guidelines to prevent or mitigate fraud, corruption, and other prohibited activities[2] (referred to as 'integrity violations' in ADB's Investigation and Enforcement Framework, or 'IEF' for brevity) in RBL operations financed in whole or in part by ADB. These guidelines build upon the legal obligations presented in the loan agreement and apply to operations funded by RBL.[3]

[1] ADB. 1966. *Agreement Establishing the Asian Development Bank*.
[2] These are referred to as "integrity violations" in ADB's Investigation and Enforcement Framework (2024).
[3] ADB may support a part (or a slice) of a government program or the entire government program through RBL. The program or the part that is supported by the RBL is referred to as the RBL program

2. These guidelines do not limit any other rights, remedies, or obligations of ADB or the DMC under the loan agreement or any other agreement to which the ADB and the DMC are both parties.

3. All persons and entities participating in the programs are bound by ADB's Anticorruption Policy (1998, as amended to date) and the IEF. As such, they must observe the highest ethical standards; take all appropriate measures to prevent or mitigate fraud, corruption, and other integrity violations; and refrain from engaging in such actions in connection with the programs.

B. Definitions

4. These guidelines address the following practices as defined by ADB:

(i) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
(ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation.
(iii) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
(iv) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

5. In addition, ADB may investigate conflicts of interest and abuse, as well as other integrity violations enumerated and defined in the IEF:

(i) A "conflict of interest" is a situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. To the extent that conflicts of interest may provide an unfair competitive advantage or compromise the integrity of financial and governance systems, conflicted persons and entities must be excluded from participating in relevant program activities.
(ii) "Abuse" is theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.

C. Developing Member Country's Actions to Prevent Fraud, Corruption, and Other IntegrityViolations in Results-Based Lending for Programs

6. Unless otherwise agreed in writing by the DMC and ADB, the DMC will take timely and appropriate measures to;

(i) ensure that the program is carried out in accordance with these guidelines;
(ii) avoid conflicts of interest in the program;

(iii) prevent fraud, corruption, and other integrity violations from occurring in the program, including adopting, implementing, and enforcing appropriate fiduciary and administrative practices and institutional arrangements to ensure that the proceeds of the loan are used only for the purposes for which the loan was approved;

(iv) promptly inform ADB of allegations of fraud, corruption, and other integrity violations found or alleged related to a program;

(v) investigate allegations of fraud, corruption, and other integrity violations and report preliminary and final findings of investigations to ADB;

(vi) respond to, mitigate, and remedy fraud, corruption, or other integrity violations that are found to have occurred in a program and prevent its occurrence;

(vii) cooperate fully with ADB in any ADB investigation into allegations of fraud, corruption, and other integrity violations related to the program; and take all appropriate measures to ensure the full cooperation of relevant persons and entities subject to the DMC's jurisdiction in such investigation, including allowing ADB to meet with relevant persons and to inspect all of their relevant accounts, records, and other documents and have them audited by or on behalf of ADB;

(viii) and ensure that persons or entities sanctioned or suspended by ADB do not participate in RBL programs in violation of their sanction or suspension.

ADB's Actions to Prevent Fraud, Corruption, and Other Integrity Violations in Results- Based Lending for Programs.

(i) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(ii) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

(iii) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

(iv) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

(v) All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined on a case-by-case basis by ADB, such cooperation is set out in detail in the Integrity Principles and Guidelines.

(vi) All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors, and other third parties similarly are required to cooperate fully in any investigation when requested by ADB to do so.

(vii) The Employer hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

(viii) The Contractor undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.

7. Unless otherwise agreed in writing by the DMC and ADB, ADB will

(i) inform the DMC of credible and material allegations of fraud, corruption, and other integrity violations related to a program, consistent with ADB's policies and procedures;

(ii) have the right to investigate allegations, in accordance with the IEF, independently or in collaboration with the DMC, including meeting with relevant persons and inspecting all of their relevant accounts, records, and other documents and having them audited by or on behalf of ADB;

(iii) inform the DMC of the outcome of any investigation, consistent with ADB policies and procedures;

(iv) have the right to impose sanction and other remedial action on any individual or entity for engaging in corrupt, fraudulent, collusive, and coercive practices, or to suspend any individual or entity during an investigation, in accordance with ADB's policies and procedures; sanctions and suspensions may result in that party's exclusion from an RBL-financed activity or any other ADB-related activity indefinitely or for a stated period;[4]

(v) assess ways to respond pursuant to the Anticorruption Policy and other ADB policies and procedures, and may refer the case to appropriate authorities of a concerned DMC, if investigative findings indicate that a government official has engaged in fraud, corruption, and other integrity violations related to a program; and

(vi) recognize sanctions determined by other multilateral development banks in accordance with the Agreement for Mutual Enforcement of Debarment Decisions.[5]

4 Pursuant to ADB's Investigation and Enforcement Framework (2024), if a sanctioned party has an ongoing contract financed by ADB, the debarment or suspension may not affect existing contractual obligations. However, ADB'sOffice of Anticorruption and Integrity must endorse any contract variation to ensure that any contract variation involving a sanctioned or suspended party is not an attempt to circumvent the sanction.

5 ADB. 2010. Agreement for Mutual Enforcement of Debarment Decisions

40. Environmental and Social Compliance

Environmental Compliance – Rules and Regulations

The Contractor shall comply with all latest applicable environmental laws, rules, regulations, notifications, policies and guidelines as applicable issued by the Government of India, Government of Maharashtra and other competent authorities during the execution of the works under this Contract. The Contractor shall ensure that all construction, installation, operation and related activities are undertaken in an environmentally responsible manner and in compliance with the applicable statutory provisions listed below, as amended from time to time.

Environment (Protection) Act, 1986

The Contractor shall comply with the provisions of the Environment (Protection) Act, 1986 enacted for the protection and improvement of the environment. The Contractor shall ensure prevention and control of environmental pollution arising from project activities and comply with all directives issued by the Ministry of Environment, Forest and Climate Change (MoEFCC) and other competent authorities. The Contractor shall ensure protection of existing trees and undertake plantation of new trees wherever required and permitted.

Air (Prevention and Control of Pollution) Act, 1981

The Contractor shall comply with the Air (Prevention and Control of Pollution) Act, 1981. All activities resulting in emissions to air shall follow the applicable laws and standards and obtain required permissions from the State Pollution Control Board or relevant authorities. The Contractor shall implement appropriate air pollution control measures including dust suppression and mitigation measures during construction activities.

Water (Prevention and Control of Pollution) Act, 1974

The Contractor shall comply with the Water (Prevention and Control of Pollution) Act, 1974. Any activities resulting in discharge of wastewater or effluent shall adhere to applicable standards and regulatory requirements. The Contractor shall obtain necessary permissions where required and ensure appropriate treatment of wastewater prior to its disposal. Where applicable, sewage treatment facilities shall be installed and maintained.

Water (Prevention and Control of Pollution) Cess Act, 2003

The Contractor shall comply with the Water Cess Act where applicable and shall ensure that any operation, treatment or disposal system that consumes water or generates sewage or trade effluent complies with the requirements of the Act. Direct discharge of untreated sewage or effluent into natural water bodies shall not be permitted.

Batteries (Management and Handling) Rules, 2001

The Contractor shall comply with the Batteries (Management and Handling) Rules, 2001 and subsequent amendments. Used batteries generated during project activities shall be disposed of only through registered recyclers. Transportation and disposal of batteries shall follow prescribed procedures and required documentation shall be maintained. In case of procurement of recycled batteries, the Contractor shall procure only from registered recyclers and submit required returns to the State Pollution Control Board as prescribed.

Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996
Where hazardous chemicals listed in Schedule 1 of the Rules are used or stored during project activities, the Contractor shall comply with the Chemical Accidents Rules. This includes preparation of emergency response plans, proper storage and handling of chemicals, and ensuring worker safety through appropriate training and protective equipment.

Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989
The Contractor shall comply with the Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989 for processes involving hazardous chemicals. Hazardous materials including asbestos used in buildings shall be handled, stored and disposed of in accordance with statutory requirements. The Contractor shall ensure appropriate labeling of chemicals, maintain safety documentation, and implement accident prevention and emergency response measures.

Environmental (Protection) Amendment Rules relating to Generator Emissions
The Contractor shall comply with the Environmental (Protection) Amendment Rules relating to emissions from diesel generators including limits prescribed under the Environmental Protection (Third Amendment) Rules, 2013 and Environmental Protection (Second Amendment) Rules, 2013. Emission limits for diesel generator sets up to 800 kW and smaller generators shall be strictly followed.

Environmental (Protection) Seventh Amendment Rules, 2009
The Contractor shall comply with ambient air quality standards prescribed under the Environmental Protection Seventh Amendment Rules, 2009. Activities that may generate air pollutants, including painting, chemical handling and workshop activities, shall ensure adherence to applicable air quality standards.

E-Waste (Management) Rules, 2016
The Contractor shall comply with the E-Waste (Management) Rules, 2016. All electronic waste generated during project implementation shall be handled, stored, labeled and disposed of through authorized collection centers, dismantlers or recyclers. E-waste shall not be stored beyond the permissible period prescribed under the Rules.

Noise Pollution (Regulation and Control) Rules, 2000
The Contractor shall ensure that noise levels from construction activities comply with limits prescribed under the Noise Pollution Rules. Construction activities shall not exceed permissible noise limits particularly in areas designated as silence zones such as educational institutions and their surrounding areas.

Plastic Waste Management Rules
The Contractor shall comply with the Plastic Waste Management Rules and ensure proper handling, segregation, storage and disposal of plastic waste generated during the project. Any manufacturing, storage or distribution of plastic products shall be undertaken only

after obtaining necessary permissions and registrations from the Pollution Control Board.

Solid Waste Management Rules, 2016
The Contractor shall comply with the Solid Waste Management Rules, 2016. All waste generated during construction and operational activities shall be segregated at source into wet, dry and hazardous waste streams. The Contractor shall ensure safe storage, collection, transportation and disposal of waste in accordance with applicable regulations.

Public Insurance Liability Act, 1991
Where hazardous substances are handled as part of project activities, the Contractor shall comply with the Public Insurance Liability Act, 1991 and obtain appropriate insurance coverage to provide relief in case of accidents involving hazardous materials. Workers shall be covered through applicable insurance schemes such as ESIC or Workers' Compensation insurance.

Ancient Monuments and Archaeological Sites and Remains Act, 1958
The Contractor shall comply with the Ancient Monuments and Archaeological Sites and Remains Act, 1958. Construction activities shall not be undertaken within 100 meters of protected monuments and shall comply with regulatory restrictions within 200 meters of such monuments. In the event of discovery of archaeological artifacts during construction, work shall be halted and relevant authorities shall be notified immediately.

Construction and Demolition Waste Management Rules, 2016
The Contractor shall comply with the Construction and Demolition Waste Management Rules, 2016. Construction waste including debris, rubble and building materials shall be segregated, stored and disposed of in accordance with the Rules. Where construction waste exceeds thresholds specified under the Rules, the Contractor shall prepare a waste management plan and obtain required approvals from local authorities prior to commencement of work.

Additional Environmental Policies, Codes and Standards
The Contractor shall comply with all other relevant environmental standards, codes and guidelines applicable to the program including:

- National Policy on Safety, Health and Environment at Workplace, 2009
- Code on Occupational Safety, Health and Working Conditions
- National Policy on Disaster Management, 2009
- National Disaster Management Authority Guidelines on Building Safety
- National Building Code of India, 2016 and relevant Bureau of Indian Standards (BIS) codes
- Energy Conservation Building Code, 2017
- Harmonized Guidelines and Space Standards for Barrier Free Built Environment for Persons with Disabilities and Elderly Persons, 2016
- CPCB Guidelines for Management of Sanitary Waste, 2018

The Contractor shall also comply with requirements under the Environmental Impact Assessment Notification, 2006 and subsequent amendments where applicable.

Where applicable, the Contractor shall comply with the provisions of the Coastal Regulation Zone Notification, 2019, Eco-Sensitive Zone notifications, Forest (Conservation) Act, 1980, Wildlife (Protection) Act, 1972, and Wetlands (Conservation and Management) Rules, 2017.

The Contractor shall also comply with relevant regulations relating to the use of fly ash in construction works where project sites are located within the prescribed distance from coal or lignite based thermal power plants.

In addition, the Contractor shall ensure compliance with the Food Safety and Standards Act, 2006 for food service facilities and the Insecticides Act, 1968 for pest control activities undertaken within project premises.

Social Compliance – Policies, Rules and Regulations

The Contractor shall comply with all applicable social, labour and welfare laws of India and the State of Maharashtra during execution of the works. The Contractor shall ensure non-discrimination, social inclusion, protection of vulnerable groups and welfare of workers engaged under the project.

Constitutional Provisions

The Contractor shall adhere to the principles of equality and non-discrimination as enshrined under Articles 15, 16 and 46 of the Constitution of India, ensuring that no discrimination takes place on the basis of religion, caste, gender, place of birth or social background.

National Education Policy 2020 and National Skill Development Policies

The Contractor shall ensure that activities under the project support the objectives of national skill development and vocational training policies, including promotion of inclusive access to vocational education and skill development opportunities.

Apprentices Act, 1961

Where applicable, the Contractor shall comply with provisions of the Apprentices Act, 1961 including engagement of apprentices and payment of stipend in accordance with the rates prescribed under the Act.

Rights of Persons with Disabilities Act, 2016

The Contractor shall ensure that infrastructure and facilities created under the project are accessible and inclusive for persons with disabilities in accordance with the Rights of Persons with Disabilities Act, 2016 and relevant accessibility guidelines.

Sexual Harassment of Women at Workplace Act, 2013

The Contractor shall comply with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and shall ensure that appropriate mechanisms are in place to prevent and address workplace harassment.

Labour Welfare Legislation

The Contractor shall comply with applicable labour welfare laws including:

- Minimum Wages Act, 1948
- Payment of Wages Act

- Equal Remuneration Act, 1976
- Employee Compensation Act, 1923
- Maternity Benefit Act, 1961

Workers shall be paid wages not less than statutory minimum wages and shall be provided with appropriate welfare and safety provisions.

Child Labour and Bonded Labour Prohibition
The Contractor shall strictly comply with the Child Labour (Prohibition and Regulation) Act, 1986 and the Bonded Labour System (Abolition) Act, 1976. Employment of child labour or bonded labour in any form is strictly prohibited.

Construction Workers Welfare
The Contractor shall comply with the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and associated Cess Act. All construction workers engaged for project works shall be provided with welfare facilities and safe working conditions.

Inter-State Migrant Workers
Where migrant labour is engaged, the Contractor shall comply with the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

Transparency and Accountability
The Contractor shall cooperate with authorities in ensuring transparency and accountability in accordance with the Right to Information Act, 2005 and applicable institutional grievance redressal mechanisms.

State Government Policies
The Contractor shall comply with relevant State Government policies including provisions relating to social inclusion, reservation policies, welfare of vulnerable groups and regulations governing technical and vocational education institutions within the State of Maharashtra.

41. Labour Laws:

Special Conditions of Contract
This Contract is financed under a Program supported by the World Bank under the Program- for-Results (PforR) financing instrument.

The works shall comply strictly with the New Labour Codes in India. India consolidated 29 central labour laws into four major codes, which came into effect from 21 November 2025. The Labour Codes (Wage, IR, Social Security, OSH & Working Conditions) are now in force in India (effective Nov 21 2025).

Compliance with this clause is mandatory and binding on the Contractor and all subcontractors.

New Labour Codes in India

1. Code on Wages, 2019
2. Industrial Relations Code, 2020
3. Social Security Code, 2020
4. Occupational Safety, Health & Working Conditions Code, 2020

These replace older statutes such as the Payment of Wages Act, Contract Labour Act, Minimum Wages Act, etc.

1. Contractor must comply with the four New Labour Codes, Code on Wages, Industrial Relations Code, Social Security Code, OSH & Working Conditions Code, and related rules wherever applicable.
2. Licence/registration under these Codes may be required before commencement.
3. Contractor must ensure wage payments per Code on Wages (minimum wage, timely bank credit, etc.).
4. Compliance returns/documents must be submitted monthly to engineer/procuring agency.
5. Breach can affect payment (e.g., withholding bills).

Under the Codes:

- Minimum wage obligations are more uniform and apply to all employees.
- Wage definitions and payment timelines are standardized.
- Worker coverage, safety, social security, and industrial relations rules are modernized.

COMPLIANCE WITH THE CODE ON WAGES, 2019

1. Statutory Compliance

The Contractor shall strictly comply with all provisions of the Code on Wages, 2019 (Act No. 29 of 2019), and the Rules framed thereunder, as amended from time to time, including but not limited to provisions relating to:

a) Payment of minimum wages as notified by the Appropriate Government;
b) Payment of wages within prescribed time limits;
c) Payment of overtime wages at rates not less than twice the normal rate;
d) Payment of statutory bonus wherever applicable;
e) Equal remuneration without discrimination on the ground of gender for same or similar work;
f) Lawful deductions only as permitted under the Code;
g) Maintenance of prescribed registers, records and issuance of wage slips;
h) Compliance with floor wage as notified by the Central Government.

2. Payment of Wages

2.1 he Contractor shall ensure that wages are paid only through legally permitted modes, including bank transfer, electronic mode, cheque, or as otherwise prescribed.

2.2 Wages shall be paid within the statutory timelines prescribed under the Code on Wages, 2019.

2.3 In case of termination, resignation, retrenchment, or closure, wages shall be paid within the time limit prescribed under law.

3. Minimum Wages

3.1 The Contractor shall pay wages not less than the minimum wages notified for the relevant category of employment, skill classification, and geographical area.

3.2 Under no circumstances shall wages paid be less than the applicable floor wage notified by the Central Government.

3.3 Any revision in minimum wages during the contract period shall be binding on the Contractor and shall be implemented immediately.

4. Bonus

4.1 The Contractor shall pay statutory bonus to eligible employees in accordance with the provisions of the Code on Wages, 2019.

4.2 The Contractor shall maintain proper records relating to computation and disbursement of bonus and produce the same upon demand.

5. Records and Inspection

5.1 The Contractor shall maintain all statutory registers, records, muster rolls, wage registers, and other documentation as required under the Code.

5.2 The Principal Employer or its authorized representative shall have the right to inspect such records at any time.

5.3 The Contrctor shall produce proof of wage payment and statutory compliance whenever demanded.

6. Indemnity

The Contractor shall indemnify and keep indemnified the Principal Employer against all claims, liabilities, penalties, damages, losses, or expenses arising out of or in connection with any non-compliance of the provisions of the Code on Wages, 2019, by the Contractor.

7. Liability

1.1 The Contractor shall be solely responsible for compliance with all statutory obligations toward its employees.

1.2 Any statutory liability arising due to non-compliance shall be borne entirely by the Contractor.

2. **Consequences of Non Compliance**

Failure to comply with the provisions of the Code on Wages, 2019 shall constitute a material breach of contract and may result in:

a) Withholding of payments;
b) Recovery of statutory dues from bills;
c) Termination of contract;
d) Blacklisting or debarment, as per applicable rules.

COMPLIANCE WITH INDUSTRIAL RELATIONS CODE 2020

1.0 **Applicability**

1.1 This Clause shall apply to the Contractor, its Sub-Contractors, and all personnel engaged for execution of the Works.

1.2 This Clause shall be read in conjunction with the General Conditions of Contract (GCC) and all other applicable provisions of the Contract.

1.3 The Contractor shall comply with the provisions of the Industrial Relations Code, 2020, and all Rules, notifications, amendments and statutory modifications thereto during the currency of the Contract.

2.0 **Employer–Employee Relationship**

2.1 The Contractor shall be the sole employer of all labour and personnel engaged for execution of the Works.

2.2 Nothing contained in this Contract shall be construed to create any employer–employee relationship between the Employer and the Contractor's personnel.

2.3 The Contractor shall be solely responsible for all legal and statutory obligations arising out of such employment.

3.0 **Standing Orders and Service Conditions**

3.1 Where applicable under law, the Contractor shall comply with requirements relating to Standing Orders, classification of workers, and service conditions.

3.2 The Contractor shall clearly define terms of employment, working hours, leave entitlements, and disciplinary procedures.

3.3 Any modification in service conditions shall be in accordance with statutory provisions.

4.0 Retrenchment, Lay-off and Closure

4.1 The Contractor shall comply with statutory provisions governing:

- Lay-off
- Retrenchment
- Closure of establishment
- Notice requirements
- Payment of compensation

4.2 No retrenchment, termination, or workforce reduction shall be carried out in violation of statutory procedure.

4.3 All compensation and dues payable to workers shall be discharged before demobilisation of labour.

5.0 **Notice of Change**

5.1 The Contractor shall comply with statutory requirements regarding notice of change in service conditions where applicable.

5.2 Any change affecting wages, working hours, or other service conditions shall follow prescribed legal procedures.

6.0 Industrial Disputes and Grievance Resolution

6.1 The Contractor shall establish an internal grievance redress mechanism consistent with statutory provisions.

6.2 Industrial disputes, if any, shall be resolved through legally recognized mechanisms including conciliation, arbitration, or adjudication as provided under law.

6.3 The Contractor shall take all reasonable measures to ensure that industrial disputes do not affect progress of the Works.

7.0 Strikes, Lockouts and Work Stoppage

7.1 The Contractor shall comply with statutory provisions relating to strikes and lockouts.

7.2 The Contractor shall ensure that no illegal strike, lockout, or work stoppage attributable to the Contractor disrupts execution of the Works.

7.3 Any delay caused due to unlawful industrial action attributable to the Contractor shall not entitle the Contractor to extension of time or compensation.

8.0 Prohibition of Unfair Labour Practices

8.1 The Contractor shall not engage in any unfair labour practice as defined under applicable law.

8.2 The Contractor shall ensure non-discrimination, lawful disciplinary proceedings, and fair treatment of workers.

9.0 Records and Compliance

9.1 The Contractor shall maintain all registers, notices, and records required under the Industrial Relations Code, 2020.

9.2 Such records shall be made available for inspection by statutory authorities and the Employer upon request.

10.0 Indemnity

The Contractor shall indemnify and keep indemnified the Employer against all claims, liabilities, penalties, or proceedings arising out of violation of the Industrial Relations Code, 2020.

11.0 Withholding and Recovery

In case of statutory non-compliance, the Employer may:

- Withhold payments due to the Contractor;
- Recover statutory dues from Contractor's bills;
- Invoke Performance Security;
- Take action under termination provisions of the Contract.

12.0 Material Breach

Serious or repeated violation of this Clause shall constitute material breach of Contract and may result in suspension or termination.

COMPLIANCE WITH CODE ON SOCIAL SECURITY, 2020

1.0 Applicability

1.1 This Clause shall apply to the Contractor, its Sub-Contractors, and all personnel engaged for execution of the Works.

1.2 The Contractor shall comply with the provisions of the Code on Social Security, 2020, and all applicable Rules, Schemes, notifications, amendments and statutory modifications in force during the currency of the Contract.

1.3 The Contractor shall be solely responsible for all social security obligations arising from employment of labour for the Works.

2.0 Registration and Statutory Coverage

2.1 The Contractor shall obtain and maintain all registrations required under the Code on Social Security, 2020, including but not limited to:

- Registration under Employees' Provident Fund (EPF)
- Registration under Employees' State Insurance (ESI), where applicable
- Registration for Gratuity, Maternity Benefit, and other notified schemes
- Registration relating to Building and Other Construction Workers (BOCW), where applicable
- Registration of Inter- state Migrant

2.2 The Contractor shall ensure that all eligible workers are enrolled under applicable social security schemes.

3.0 Provident Fund Compliance

3.1 The Contractor shall:

- Deduct employee contributions as prescribed
- Deposit employer and employee contributions within statutory timelines
- File required returns and maintain contribution records

3.2 Proof of monthly EPF remittance (challans and ECR statements) shall be submitted to the Engineer-in-Charge along with Running Account Bills.

3.3 In case of default, the Employer may deposit the amount directly and recover the same from Contractor's dues.

4.0 Employees' State Insurance (ESI)

4.1 Where applicable, the Contractor shall:

- Register eligible workers under ESI
- Deposit contributions within statutory timelines
- Facilitate access to ESI benefits

4.2 The Contractor shall ensure that no eligible worker is deprived of statutory medical benefits due to non-compliance.

5.0 Gratuity and Other Terminal Benefits

5.1 The Contractor shall comply with statutory provisions relating to gratuity payable to eligible employees.

5.2 The Contractor shall ensure payment of:

- Gratuity

- Maternity benefit
- Employee compensation for injury or death
- Any other statutory benefit notified under the Code

5.3 All dues shall be settled prior to demobilisation of labour.

6.0 Building and Other Construction Workers (Where Applicable)

6.1 Fo r construction works covered under the Building and Other Construction Workers framework, the Contractor shall:

- Register the establishment as required
- Facilitate registration of workers
- Pay applicable cess
- Comply with welfare fund provisions

6.2 Proof of cess payment shall be submitted as required under the Contract.

7.0 Records and Returns

7.1 The Contractor shall maintain all registers, records, and electronic filings required under the Code.

7.2 Such records shall be made available for inspection by:

- Statutory authorities
- The Engineer-in-Charge
- Funding agency representatives (where applicable)

8.0 Prohibition of Evasion

8.1 The Contractor shall not misclassify employees as contract, casual or temporary workers for the purpose of avoiding social security obligations.

8.2 Any attempt to evade statutory contributions shall be treated as material breach of Contract.

9.0 Indemnity

The Contractor shall indemnify and keep indemnified the Employer against all claims, liabilities, damages, penalties or proceedings arising from non-compliance with the Code on Social Security, 2020.

10.0 Withholding and Recovery

10.1 In case of non-compliance, the Employer may:

- Withhold payments
- Recover unpaid statutory dues from bills
- Invoke Performance Security
- Suspend work

10.2 Such actions shall be without prejudice to other remedies available under the Contract.

11.0 Material Breach

Serious or repeated violation of this Clause shall constitute material breach and may result in termination of the Contract in accordance with applicable GCC provisions.

COMPLIANCE WITH OCCUPATIONAL SAFETY, HEALTH AND WORKING CONDITIONS CODE, 2020

1.0 Applicability

1.1 This Clause shall apply to the Contractor, its Sub-Contractors, and all personnel engaged for execution of the Works.

1.2 The Contractor shall comply with the provisions of the Occupational Safety, Health and Working Conditions Code, 2020, and all Rules, notifications, amendments and statutory modifications thereto during the currency of the Contract.

2.0 General Duties of Employer

2.1 The Contractor shall ensure, so far as reasonably practicable, the health, safety and working conditions of all workers employed on the Works.

2.2 The Contractor shall provide and maintain:

- Safe working environment free from hazards
- Safe plant, machinery, equipment and systems of work
- Safe handling, storage and transport of materials
- Adequate supervision by competent persons

2.3 The Contractor shall ensure compliance with all statutory standards relating to construction safety.

3.0 Safety Measures at Site

3.1 The Contractor shall implement a Site-Specific Safety Plan before commencement of work.

3.2 The Contractor shall provide, at its own cost:

- Personal Protective Equipment (PPE)
- Safe scaffolding and formwork
- Guard rails, barricades and safety signage
- Fall protection systems
- Fire prevention and firefighting equipment

3.3 All lifting appliances, hoists, cranes and machinery shall be tested and certified as per statutory requirements.

4.0 Working Conditions and Welfare Facilities

4.1 The Contractor shall provide statutory welfare facilities including:

- Potable drinking water
- Sanitation and washing facilities
- Rest shelters
- First aid boxes and medical arrangements

- Canteen and crèche facilities where applicable

4.2 Working hours, rest intervals and weekly holidays shall comply with statutory provisions.

5.0 Appointment of Safety Personnel

5.1 Where required under law, the Contractor shall appoint qualified Safety Officers.

5.2 Safety Officers shall be responsible for monitoring compliance, conducting safety training, and maintaining safety records.

6.0 Accident Reporting and Investigation

6.1 All reportable accidents, dangerous occurrences and occupational diseases shall be immediately notified to:

- The Engineer-in-Charge
- The prescribed statutory authority

6.2 The Contractor shall conduct accident investigation and submit corrective action reports.

6.3 The Contractor shall be solely responsible for compensation and liabilities arising from accidents attributable to its acts or omissions.

7.0 Prohibition of Employment of Young Persons in Hazardous Work

The Contractor shall not employ any person in contravention of statutory provisions relating to age restrictions and hazardous processes.

8.0 Records and Inspection

8.1 The Contractor shall maintain registers, notices and records as required under the Code.

8.2 Such records shall be produced for inspection by statutory authorities and the Employer upon request.

9.0 Indemnity

The Contractor shall indemnify and keep indemnified the Employer against all claims, penalties, liabilities or proceedings arising out of violation of the Occupational Safety, Health and Working Conditions Code, 2020.

10.0 Withholding and Termination

10.1 In case of non-compliance, the Employer may:

- Withhold payments
- Recover statutory dues
- Suspend work
- Terminate the Contract for material breach

Such action shall be without prejudice to other contractual remedies.

The Contractor shall be fully responsible for compliance and monitoring and reporting with all relevant environmental protection and social safeguards regulations and standards and health and safety of host population and prepare mitigation plan within 28 days of the Effective Date, shall submit a detailed site specific Environmental and Social Management Plan, based on the Community Health and Safety Management Plan submitted in the technical proposal, for the Project Manager's no objection showing how the Contractor intends to comply with environmental and social laws and regulations and other specific requirements prescribed in the Contract, addressing all the monitoring and mitigation measures including those, if any, mentioned in Section 6- Employer's Requirements;

Note: Before providing No-objection, department shall also check and ensure if required safeguards documents, including on preventive plans on Sexual Exploitation and Abuse - Sexual Harassment, Labour influx management plans and online system for tracking compliance of labour welfare laws / obligations have been complied with for all categories of contracts

(Refer Annex 1 for site specific plans) with respect to provision of the Works and with respect to the Contractor's personnel, subcontractors and sub-suppliers pursuant to the Contract.

The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct, and harassment, including sexual harassment as per The Sexual Harassment of Women at Workplace (prohibition, Prevention, Redressal) Act 2013and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct, and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or subcontract, if any form of unethical or inappropriate behavior is identified.

The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment and establish Grievance Redress Mechanism. The Contractor shall keep an up-to-date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.

Annexure

Where the mapping indicates that there is a likelihood of a negative impact of labor influx in any project, a mitigation plan has to be put in place involving the key stakeholders. The contractor has contractual accountability to the client/borrower as well as a contractual and legal relationship with the sub-contractor. The contractor also stands in a position of "Principal Employer" to the workers and is therefore ultimately responsible for the labor welfare measures which would influence the impact of labor on the local community. In order to mitigate the negative effects of influx of migrant labors on the host community, the contractor needs to:
1. Assess the conditions of the host community prior to starting the work and hire labor

accordingly
2. Manage influx and hire sub-contractors who have the capacity to manage effects of impacts
3. Conduct orientation meetings with the workers and where workers are engaged through a sub-contractor, with the sub-contractor, to apprise them of the social, political, cultural environment and instruct them to conduct themselves accordingly
4. Lay down a "Code of Conduct" for the workers to avoid adverse impacts on the community
5. Conduct periodic meetings with representatives of the community to track issues likely to impact it negatively
6. Ensure a monitoring system to track possible negative impacts and ensure timebound mitigation measures.

Depending on the results of studying the nature and extent of impact, all or any of the following mitigating measures may be taken:
Workers Camps and Management of Worker - Community Interface

Camp Location Respond with Yes or No
1. Where the conditions are conducive, i.e. some indications of positive impacts are found, camps can be located in a place which helps workers to interact with the host community. This could facilitate easier acceptance, and co-existence. All cautionary measures are to be adopted at such camps as well
2. In the best interest of the workers, the camp should be located at a place where there is mobile phone connectivity so that the workers can be in touch with their family
3. Where the connectivity of the camp with the project site is a crucial factor, keeping in mind the time and costs of the project, and the camp necessarily has to be located close to the community, adopt all cautionary measures
4. Where the cost or time is not an issue and negative impacts are indicated, locate the camp at a location which is far away from the local residential area
Managing Worker - Community interface.

Camp Location Respond with Yes or No
1. The camp should be kept self-sufficient so that workers do not need to visit the local community market for day-to-day purchases
2. The camp should have means of entertainment and amusement for workers including indoor games, televisions etc. so that workers do not feel the need to move out in search of entertainment
3. Locals should be employed for guarding the camp so that movement of workers and locals can be monitored and restricted
4. The scope for workers to meet locals more often than necessary should be reduced by fixing accountability on local elders/influentials to keep a watch on workers' movement inside the host community, especially after dark
5. Workers should be kept under constant monitoring of respective troop leaders/ sardars/labor supplier and fix accountability on troop leaders for their actions
6. Watch should be kept on interactions of young and unmarried migrants with locals
7. Where favorable conditions allow, help the locals in accepting the migrant workers by allowing both to meet, interact and spend time

Engagement with the Host Community

1. Hire a local sub-contractor/labor-supplier to exercise influence on and engage with the host community
2. Engage local workers to satisfy "son-of-the-soil" demand
3. Extend some reasonable favors to keep the locals happy
4. Involve some local influential person or persons in some capacity and give him/them some decision-making power
5. Form joint committee/s with local influential persons which would monitor the effect of influx of outsiders and liaison between them and the host community
6. Ensure that project staff behave responsibly to environment in particular, not dumping waste, creating water-logging, etc.
7. Provide certain amenities or services, such as use of water supply to some extent, small repairs to public/community buildings, occasional recreation and entertainment such as sports events or film screening, etc.
8. Engage with and manage groups who are in majority or capable of creating problems Engagement with the Host Community
9. Engage the local unemployed educated youth in responsible jobs like site supervisor, junior engineer, etc.
10. Understand and manage the caste or ethnicity politics
11. Balance the requirement of outside workers with the tendency of the host community to be hostile to certain cultural, ethnic or religious groups
12. Alternately, ensure reduction of conflict by keeping the workers away from the community, ensure short duration stay or phased engagement to ensure the barriers are removed
13. Ensure that welfare measures are implemented in full so that labor is satisfied and confined to camp and worksites and therefore minimize the incidents of drawing on local resources or mingling with the host community

The following broad labor welfare measures will cumulatively affect the frequency and quality of interface with the host community and must be regularly monitored:

Camp Location Respond with Yes No

1. Access to the labor camp/site by road, avoiding passages through local habitations
2. Access to basic facilities including doctor/physician/para medical professionals, chemist, shops, and market for workers staying at the camp
3. Provision of basic health and safety measures31 such as equipment like fire extinguishers at the camp and ensuring that at least a few workers staying in the camp permanently have the required knowledge of using the safety devices
4. Provision of safety exits for evacuation during emergency
5. Adequate ventilation in rooms or containers with bunk-beds
6. Provision of personal safe/locker/storage space for the labors for storing valuables if not clothes & and household goods
7. Labor camps set at a place with no issue related to connectivity for mobile service operators
8. Provision of basic facilities in camp including drinking water filter, sanitation facility, adequate number of toilets and covered space for bathing and washing
9. Provision of kitchen, canteen/space for workers to eat their meals under hygienic

conditions

10. Camp is self-sufficient and equipped where workers need not go out to buy commodities including vegetables, etc. for sustenance, at least for a week
11. Provision of bed with mattress and pillow alongside materials like blankets in sufficient numbers, keeping climatic conditions in mind
12. Each worker should have his private space even if they share rooms, not only for sleeping, alone but also for spending time during off season/hours
13. Feedback or grievance redressal mechanism where workers without fear of getting laid off, can report their complaints related to quality of services and facilities at their camp
14. Camp is secured 24x7 by guards hired by contractors
15. Provision for entertainment and recreation like games, TV, etc. for workers in the camp during off season/hours
16. Camp should have a first aid box that is regularly maintained by professionals.

Section III: Terms of Reference

1. Background of the Scheme

Introduction

The Chief Minister Mahafund Programme is a flagship initiative of the Government of Maharashtra to promote entrepreneurship, innovation, and early-stage enterprise creation at the grassroots level. The programme is intended to build a large, inclusive and technology-enabled pipeline of aspiring entrepreneurs, innovators, first-generation business founders, women-led ventures, rural enterprises, artisan-led businesses and micro-enterprises across all districts of the State.

The CM Mahafund programme shall have two distinct beneficiary tracks:

Track A - Aspiring entrepreneurs

Track A will focus on entrepreneurship scouting, training, skilling, mentorship, financial assistance, market linkages and other related actions for creating entrepreneurs amongst youth, women, SHG members, artisans, informal sector workers, and first-time entrepreneurs with low or no prior exposure to formal business systems.

Track B – Startup aspirants and striving innovators

Track B will focus on scouting, training, skilling, mentorship, financial assistance, market linkages and other related actions for developing start-ups and innovators amongst startup aspirants and striving innovators.

The programme will be implemented through two tracks from the outset, so that the design, monitoring framework, etc are tailored to the needs of each group. The programme is to be implemented through partnerships with academic and financial institutions, including engineering colleges, agriculture and allied sector institutions, industrial training institutes, polytechnics, incubation centres, start-up hubs, financial institutions, community organizations, and industry associations. These institutions may be leveraged to support outreach, screening, capacity building, mentoring, testing of ideas, market linkages, and financial convergence.

Programme design principles -

- Inclusivity with special focus on women, rural youth, aspirational districts, SC/ST/OBC/NT communities, Divyang beneficiaries, and self-help group members.
- Scalability through digital application, automated screening, and district-level implementation.
- Merit-based progression from large-scale outreach to shortlisting, detailed evaluation, and funding support.
- Convergence of training, incubation, finance, mentorship, market access, etc.
- Transparency through dashboards, reporting systems, defined criteria, and documented evaluation processes.
- Accessibility through assisted digital channels, non-digital access options, voice/video-based submissions where required, and support for low-literacy applicants.
- District-balanced implementation with a pilot-first approach, strong last-mile facilitation,

and continuous learning from implementation feedback.

Programme Objectives

The objectives of the programme are to:

- Promote entrepreneurship and innovation across Maharashtra through a structured and scalable implementation framework.
- Identify and support aspiring entrepreneurs and startup founders through transparent, technology-enabled and merit-based selection mechanisms.
- Provide Entrepreneurship Development Programme (EDP), startup capacity-building programmes, mentoring, incubation support, and enterprise development services.
- Facilitate conversion of business ideas into bankable Detailed Project Reports (DPRs) and viable enterprises.
- Facilitate access to institutional finance, government schemes, credit support, incubation facilities, and market linkages.
- Promote enterprise creation among women, rural youth, first-generation entrepreneurs, artisans, and underserved communities.
- Strengthen enterprise sustainability through structured post-selection support, mentoring, compliance guidance and business growth assistance.
- Establish a robust monitoring, evaluation and learning framework to measure programme outputs, outcomes and long-term impact.
- Develop an integrated digital ecosystem to support the complete beneficiary lifecycle from application to enterprise establishment.
- Ensure that the design is fully inclusive for low-literacy applicants, first-generation entrepreneurs, and geographically dispersed beneficiaries through assisted and non-digital access pathways.

2. Programme Implementation Framework

Overall Implementation Approach

The Chief Minister Mahafund Programme shall be implemented through a phased approach consisting of one Pilot Phase followed by two Scale-up Phases. The programme shall follow a common implementation methodology across all phases. While the scale of implementation shall increase progressively, the implementation stages and beneficiary journey shall remain substantially the same unless modified by the Department.

The programme shall be implemented simultaneously for Track A (Entrepreneurship) and Track B (Startups). Separate outreach strategies, screening criteria, training pathways, mentoring models, ecosystem support mechanisms, etc. may be adopted for each track depending upon programme requirements.

The Implementation Partner shall establish and manage the complete programme implementation ecosystem including guidelines and SOPs, outreach, beneficiary mobilisation, screening, entrepreneurship development, financial facilitation, mentoring, enterprise support, monitoring and reporting. Both Track A and Track B shall be implemented concurrently throughout all programme phases. The implementation methodology, screening framework, training curriculum, mentoring approach, incubation support, financing mechanisms, market linkage interventions, etc may differ between the two tracks based on programme requirements.

The programme shall be implemented in the following three phases.

Phase	Scope	Timeline
Phase I	Pilot Phase covering 5,000 beneficiaries (4000 Entrepreneurs and 1000 startups)	T to T + 18 Months
Phase II	Scale-up Phase I covering 10,000 beneficiaries (8,000 Entrepreneurs and 2000 startups)	T +18 Months to T +30 Months
Phase III	Scale-up Phase II covering 10,000 beneficiaries (8,000 Entrepreneurs and 2000 startups)	T +30 Months to T +42 Months

Where T = month of award of contract

The department reserves the right to change the number of beneficiaries in the pilot and/or scale-up phases. The successful completion of each phase shall be subject to review by the Department. Operational learnings, implementation challenges, beneficiary feedback, technology improvements and monitoring outcomes from each completed phase shall be incorporated into the implementation strategy of the subsequent phase.

Districts for Pilot Phase -

1. Mumbai Suburban
2. Pune
3. Chhatrapati Sambhaji Nagar
4. Nagpur
5. Amravati
6. Nashik
7. Washim (Aspirational District)
8. Nandurbar (Aspirational District)
9. Gadchiroli(Aspirational District)
10. Dharashiv (Aspirational District)
11. Solapur
12. Ratnagiri

3. Scope of Work

The Implementation Partner shall be responsible for end-to-end implementation of the Chief Minister Mahafund Programme across all implementation phases. The programme shall commence with Programme Inception and Operational Readiness, followed by a structured beneficiary journey comprising outreach and mobilisation, screening, entrepreneurship development, financial facilitation, mentoring, enterprise support and post-selection handholding.

Programme Inception, Development of Digital Platform and Operational Readiness

1. The Implementation Partner shall prepare a comprehensive Inception Report detailing the overall implementation strategy, governance framework, institutional arrangements, operational model, district-wise rollout strategy, staffing plan, stakeholder engagement framework, communication strategy, risk mitigation plan, quality assurance framework, monitoring and evaluation framework, reporting arrangements, annual work plan and Standard Operating Procedures (SOPs) for the programme.

2. The Implementation Partner shall establish the Project Management team and deploy the technical, managerial and field-level resources required for successful implementation of the programme. It shall identify and onboard media partners, academic institutions, incubation centres, financial institutions, industry partners and other ecosystem stakeholders required for programme implementation.

3. The Implementation Partner shall design, develop, test, deploy and maintain an integrated digital platform for end-to-end programme management. The platform shall support the complete beneficiary lifecycle from application registration to enterprise establishment and post-selection monitoring. It shall include modules for applicant registration, application management, document management, screening, beneficiary progression, Learning Management System (LMS), mentor management, DPR submission, finance tracking, enterprise monitoring, dashboards, analytics, grievance management, Management Information System (MIS) reporting, etc. in alignment with ASSURED framework by Dr. Mashelkar.

4. The Learning Management System shall support delivery of, Entrepreneurship Development Programmes (EDPs), startup learning pathways, assessments, assignments, attendance tracking, learner analytics and beneficiary communication. The detailed architecture of the LMS shall be developed by the Implementation Partner in consultation with the Department.

5. The digital platform shall be secure, scalable, cloud-hosted, multilingual and mobile-responsive. It shall support integration with Government-approved Digital Public Infrastructure wherever feasible, including India Stack, DigiLocker, Aadhaar-based authentication and other APIs approved by the Department. The platform shall support AI-enabled multilingual assistance, configurable workflows, automated notifications, role-based access control, audit trails and secure storage of programme data in compliance with applicable cybersecurity and data protection standards.

6. The complete source code, application architecture, APIs, databases, user manuals, technical documentation, deployment scripts, configuration files, and related intellectual property developed under the programme shall vest exclusively with the Government of Maharashtra. No proprietary restrictions shall prevent future maintenance, enhancement, or migration of the platform.

7. The platform shall provide role-based dashboards for the Department, State Programme Management Unit, District Administration, partners, evaluators, mentors, banking partners, incubation centres, beneficiaries, etc.

8. It shall enable real-time monitoring of beneficiary progression, district-wise performance, inclusion indicators, training completion, mentoring progress, financial linkage, enterprise establishment and programme outcomes. The system shall generate configurable dashboards and MIS reports to support monitoring, decision-making and periodic reviews by the Department.

9. Prior to commencement of beneficiary registrations, the Implementation Partner shall complete development, testing and validation of the digital platform and obtain approval of the Department for its deployment.

10. The digital platform shall maintain minimum 99.5% uptime (excluding scheduled maintenance), daily automated backups, disaster recovery arrangements, role-based access logs, periodic vulnerability assessments, penetration testing, and cybersecurity audits in accordance with Government standards.

11. The partner shall publish programme guidelines, applicant information material, frequently asked questions and user manuals, configure separate application workflows, etc. The partner shall extensively train district implementation teams, stakeholders and ecosystem partners, conduct User Acceptance Testing (UAT), rectify identified deficiencies and ensure complete operational readiness before launch of the programme.

Stage 1 – Outreach, Awareness and Beneficiary Mobilisation

1. The Implementation Partner shall design and execute a comprehensive outreach strategy to generate large-scale applications from across Maharashtra. The outreach model shall leverage colleges, ITIs, polytechnics, engineering institutions, agriculture and allied sector institutions (like NCC, etc), incubation centres, youth organisations, Self Help Groups, local bodies, district administration, state departments, industry networks, and digital channels, etc.

2. The partner shall develop and disseminate IEC and communication materials in Marathi, Hindi, English and any other language or format required by the Department. Awareness activities may include district launch events, campus outreach, social media campaigns, webinars, community mobilisation, partner-led campaigns, and participation in relevant state and district events.

3. The outreach strategy shall include special mobilisation plans for women, rural youth, SHGs, aspirational districts/blocks, and other priority segments identified by the Department. The implementation partner shall also prepare an outreach calendar by district, institution type, and campaign channel, with measurable mobilisation targets. There shall be a separate outreach strategy of Track A and Track B.

4. Multi-channel publicity should include WhatsApp broadcasts, social media, short videos, radio, newspapers, institutional webinars, district camps, ITI/polytechnic/college drives, local trade association meetings and facilitation desks, etc.

5. Facilitation should remain available at every stage through mobilisation camps, paper-to-digital support, voice/video-based business idea capture, audio-visual content, WhatsApp guidance, and field coordinators, etc.

6. The Partner shall organize training sessions with all implementing stakeholders at regular intervals for smooth implementation of the scheme.

7. Following the launch of the programme, the Implementation Partner shall invite applications through the integrated digital platform and manage the complete application lifecycle.

8. This shall include user registration, applicant profile creation, online application submission, document upload and validation, applicant authentication, track-wise application routing, acknowledgement of submitted applications, application tracking, automated applicant communication, correction windows for incomplete applications wherever approved by the Department, and assisted digital application support.

9. The application process shall be designed to be simple, multilingual and accessible, particularly for first-generation entrepreneurs, women, rural applicants and other underserved beneficiary groups.

Stage 2 – Preliminary Screening

1. Following closure of the application period, the Implementation Partner shall undertake preliminary screening of all applications received under Track A and Track B in accordance with the eligibility criteria approved by the Department. The screening mechanism shall rely primarily on eligibility criteria approved by the department.

2. A General Enterprising Assessment Tool, or any other similar assessment framework approved by the Department, shall be administered to assess the baseline entrepreneurial/ innovation mindset of applicants. The tool shall be separate for both tracks.

3. Separate assessment methodologies shall be adopted for Track A and Track B to reflect the differing characteristics of aspiring entrepreneurs and startup founders.

4. Applicants successfully completing the preliminary screening stage shall progress to the next stage of the programme.

5. The Implementation Partner shall develop a transparent screening framework comprising eligibility criteria, evaluation parameters, scoring methodology, weightages, qualifying thresholds, tie-breaking criteria, and quality assurance procedures, which shall be approved by the Department prior to commencement of screening.

Stage 3 - Entrepreneurship Orientation through Lite EDP and Shortlisting

1. Applicants successfully completing the preliminary screening stage shall participate in a Lite Entrepreneurship Development Programme (Lite EDP) delivered primarily through the integrated Learning Management System. The Lite EDP shall introduce participants to entrepreneurship fundamentals, innovation awareness, opportunity identification, entrepreneurial mindset development, business ethics, financial awareness, digital entrepreneurship and other foundational concepts required for progression to the next stage. Separate modules shall be developed for Track A and Track B to address the distinct requirements of each beneficiary category.

2. The Implementation Partner shall conduct aptitude assessments, entrepreneurial mindset evaluations, innovation assessments and approved evaluation mechanisms to identify applicants demonstrating strong entrepreneurial potential.

3. Based on the overall assessment results, applicants shall be shortlisted for the next stage of the programme. The shortlisting process shall be merit-based while ensuring balanced district representation and adequate inclusion of women, rural youth and other priority beneficiary groups identified by the Department.

Stage 4 - Entrepreneurship Development Programme (EDP), Business Development, DPR Preparation and Final Selection

1. Applicants shortlisted through the previous stage shall undergo a comprehensive Entrepreneurship Development Programme designed to strengthen entrepreneurial competencies and prepare beneficiaries for enterprise establishment. The programme shall combine physical sessions, online learning, workshops, mentoring, counselling, assignments and practical exercises to ensure an outcome-oriented learning experience. The Entrepreneurship Development Programme shall cover business opportunity identification, business model development, market assessment, customer discovery, financial literacy, and other modules relevant to the programme. Separate learning pathways shall be developed for Track A and Track B.

2. The Implementation Partner shall provide structured support for business development and preparation of Detailed Project Reports (DPRs). This shall include market research, customer profiling, competition analysis, operational planning, financial projections, pricing strategy, funding requirement estimation, preparation of documentation required by partner financial institutions, etc.

3. Structured counselling sessions, business clinics and sector-specific technical guidance shall be organised throughout this stage to strengthen the quality of DPR and improve enterprise readiness. Applicants shall receive continuous support from domain experts and programme resource persons in refining their DPRs.

4. Final selection shall be undertaken through an expert evaluation process based on transparent and approved criteria. The selection process shall ensure merit-based evaluation while maintaining appropriate district representation and inclusion of priority beneficiary groups across both tracks.

Stage 5 - Finance, Bank Convergence and Funding Facilitation

1. Following the final selection of beneficiaries, the Implementation Partner shall facilitate end-to-end financial linkage through scheduled commercial banks, Regional Rural Banks, cooperative banks, and other financial institutions, etc.

2. A structured finance facilitation framework shall be established to support beneficiaries throughout the financing process and improve the quality of loan applications.

3. Support shall include beneficiary counselling, preparation and verification of loan documentation, completion of application forms, submission of proposals to financial institutions, coordination during appraisal and due diligence, follow-up with lending institutions, monitoring of loan sanction and disbursement status, resolution of documentation deficiencies and facilitation of timely credit linkage. Financial counselling shall also be provided to promote responsible borrowing, prudent financial management and timely loan repayment.

4. Regular coordination meetings shall be organised with financial institutions to review the progress of loan applications, address implementation bottlenecks and improve turnaround time for credit appraisal and disbursement.

5. Support shall also include identification and supporting beneficiaries to benefit from social protection schemes for health protection and unemployment benefits. Knowledge and participation options to commercial insurance shall be made available to beneficiaries where and if applicable.

Stage 6 - Mentorship, Incubation and Ecosystem Linkages

1. The Implementation Partner shall establish and manage a structured mentorship ecosystem to provide continuous guidance and handholding support to beneficiaries during enterprise establishment and growth. A diverse pool of mentors comprising successful entrepreneurs, startup founders, subject matter experts, financial professionals, industry practitioners, academic experts, incubators, accelerators and investors shall be identified, onboarded and trained prior to commencement of mentoring activities.

2. The Implementation Partner shall develop a mentor management framework. Each selected beneficiary shall be assigned a mentor or Success Manager who shall remain the primary point of contact for business guidance throughout the programme. The partner shall also establish partnerships with incubation centres, innovation hubs, research institutions, universities, industry associations and other ecosystem organisations to strengthen enterprise development & incubation support and facilitate access to specialised services.

3. Mentors shall conduct periodic mentoring sessions, review beneficiary progress, recommend corrective measures wherever required and document action points after every interaction.

4. The Implementation Partner shall maintain complete digital records of mentor allocation, mentoring schedules, interaction logs, beneficiary progress, action plans and performance reviews through the integrated digital platform.

Stage 7 - Market Access and Enterprise Development Support

1. The Implementation Partner shall facilitate market access and enterprise development support to enable beneficiaries to establish commercially sustainable enterprises. Market linkage interventions shall be designed to improve customer access, strengthen market readiness and expand business opportunities for enterprises supported under the programme.

2. Support shall include facilitation of buyer-seller meets, product exhibitions, trade fairs, business networking events, corporate partnerships, institutional procurement opportunities and linkages with Government and private sector platforms such as ONDC, Government e-Marketplace (GeM), TRIFED, e-commerce platforms , etc. Wherever appropriate, beneficiaries shall also be supported in establishing linkages with distributors, wholesalers, retailers, Farmer Producer Organisations (FPOs), Self Help Group federations and local business networks.

3. For startup beneficiaries under Track B, market access support may include pilot customer identification, corporate innovation programmes, startup showcases, technology demonstration opportunities, investor connects, incubation programmes, university innovation networks and national or international startup events. Assistance may also be provided for intellectual property awareness, commercialisation strategies, product-market fit and scaling opportunities.

4. The Implementation Partner shall prepare sector-wise market linkage plans identifying sector-specific buyers, value chains, procurement agencies, digital marketplaces, and institutional partnerships relevant to beneficiary enterprises.

Stage 8 – Sustainability support

1. The Implementation Partner shall provide structured sustainability support to beneficiaries to improve enterprise & startup sustainability and long-term business performance. The support framework shall extend beyond financial linkage and focus on strengthening operational, managerial, financial, statutory and other aspects of enterprise & startup enrichment as required.

5. Monitoring, Evaluation and Reporting

1. The Implementation Partner shall establish a comprehensive programme management, monitoring and evaluation framework to track implementation progress across all phases of the programme. The framework shall monitor beneficiary progression throughout the implementation lifecycle, beginning with outreach and mobilisation and continuing through screening, entrepreneurship development, financial linkage, enterprise establishment, market access and sustainability support.

2. A robust Management Information System (MIS) shall be maintained through the integrated digital platform to capture real-time information on registrations, applications, screening outcomes, training completion, business plan preparation, DPR submission, financial linkage, enterprise establishment, mentoring, market access and post-selection support. The system shall generate district-wise, track-wise and phase-wise dashboards to facilitate continuous programme monitoring by the Department.

3. The Implementation Partner shall define measurable Key Performance Indicators (KPIs), baseline values, performance benchmarks and reporting formats in consultation with the Department. The monitoring framework shall capture programme inputs, outputs, outcomes and impact indicators, including participation of priority beneficiary groups, enterprise creation, employment generation, access to finance, business survival, loan repayment performance and enterprise growth.

4. Regular monitoring visits shall be undertaken to assess programme implementation, verify field-level activities, identify implementation bottlenecks and recommend corrective measures. Lessons emerging from programme implementation shall be documented and incorporated into subsequent implementation phases with the approval of the Department.

5. The Implementation Partner shall submit fortnightly implementation summaries, monthly progress reports, quarterly progress reports, annual performance reports, phase completion reports and any other reports prescribed by the Department. Periodic review presentations shall also be made before the Department and other committees constituted for programme oversight. The partner shall prepare case studies, success stories, thematic reports, process documentation, learning notes and a comprehensive programme completion report at the end of the assignment.

6. **Inclusion Strategy and Special Focus Groups**

1. The programme shall maintain a strong inclusion lens and shall proactively support the participation of women, rural youth, Particularly Vulnerable Tribal Groups (PVTGs), SC/ST/OBC/NT communities, Divyang persons, etc. The Implementation Partner shall propose focused mobilisation and support strategies for these groups.

2. The partner shall ensure that outreach, screening, mentoring and training processes are accessible, non-discriminatory, and sensitive to the needs of diverse beneficiary groups.

3. The inclusion strategy shall go beyond simply listing target groups and shall incorporate evidence-based design features for each group.

4. For women beneficiaries, the programme shall include business training bundled with soft skills such as negotiation, confidence-building, household bargaining, mobility support, and decision-making support. It shall also ensure that women, and not only male household members, retain control over grants, loans, and business income.

5. For rural and semi-urban youth, the programme may provide flexible scheduling, local venues, travel support, and, where required, childcare support to reduce dropout due to time and mobility barriers.

6. For women and other low-literacy participants, the programme should provide simplified access formats and practical handholding rather than relying solely on formal applications.

7. Grievance redressal, and quality assurance

1. The Implementation Partner shall establish a structured grievance redressal mechanism to enable applicants and beneficiaries to submit programme-related grievances, queries and feedback throughout the implementation period. The grievance mechanism shall support online grievance submission, email communication, WhatsApp-based grievance redressal, district facilitation centres and any other channels approved by the Department.

2. A comprehensive grievance management framework shall be developed covering grievance registration, acknowledgement, categorisation, escalation, resolution timelines, closure procedures and periodic review. Service-level standards shall be established for timely resolution of grievances and monitoring of response quality.

3. The Implementation Partner shall also establish a quality assurance framework covering outreach activities, beneficiary screening, training delivery, mentoring, financial facilitation, enterprise support, digital platform performance, documentation standards, reporting quality, etc. Periodic internal reviews and quality audits shall be conducted to ensure compliance with programme guidelines, Standard Operating Procedures (SOPs) and service-level standards prescribed by the Department.

4. Corrective actions arising from quality reviews, beneficiary feedback and programme monitoring shall be implemented in a time-bound manner and reported to the Department. The grievance redressal mechanism shall define measurable Service Level Agreements (SLAs) for smooth implementation.

7. Key Deliverables

The key deliverables of the assignment shall include, but not be limited to, the following:

1. Inception Report, including Programme Implementation Framework, Governance Framework, SOPs, staffing plan, district rollout strategy, and Monitoring & Evaluation framework.
2. Fully functional integrated Digital Platform, including website, application portal, LMS, mentor management, finance tracking, grievance redressal modules, etc.
3. User manuals and technical documentation
4. IEC Strategy, and beneficiary mobilisation plan.
5. Screening and Selection Framework, including assessment tools and evaluation methodology.
6. EDP curriculum, learning content, assessments, and training materials.
7. DPR templates, business planning formats, financial projection tools, and guidance material.

8. Finance Facilitation Framework, including bank convergence strategy, loan facilitation, and finance tracking reports.
9. Mentor and Ecosystem Management Framework, including mentor database, incubation and institutional partnerships, and mentoring progress reports.
10. Market Access and Sustainability support covering enterprise establishment, compliance, branding, marketing, digital commerce, and business growth support.
11. Management Information System (MIS), real-time dashboards and analytics covering beneficiary progression, district-wise performance, programme implementation and key performance indicators.
12. Baseline studies, beneficiary feedback reports, case studies, success stories, and best practices.

8. Indicative Outcome Targets

The Implementation Partner shall support the Department in creating a robust entrepreneurship pipeline across Maharashtra through mobilisation of aspiring entrepreneurs and startups, transparent beneficiary selection, entrepreneurship development, financial facilitation and enterprise support.

The programme shall support establishment of approximately 25,000 enterprises, comprising around 20,000 entrepreneurship-led enterprises under Track A and 5,000 startup-led ventures under Track B.

Prior to the full-scale rollout, the Department intends to implement a pilot phase covering approximately 5,000 beneficiaries (comprising around 4,000 entrepreneurship-led enterprises under Track A and 1,000 startup-led ventures under Track B) across 12 selected districts.

The Department may enhance outcome targets during programme implementation based on operational experience, policy decisions or budgetary considerations.

9. Indicative Staffing Requirement

The Implementation Partner shall deploy a multidisciplinary team with adequate State-level and field-level capacity to manage outreach, technology, training, mentoring, banking convergence, quality assurance, monitoring, etc. The proposed team shall be proportionate to the scale of implementation and may be refined in consultation with the Department. The Implementation Partner shall provide the indicative resource persons required for the duration of the project. The partner may modify the staffing pattern as per their needs.

Position	**Indicative Role**	**Minimum Qualification / Experience**
Programme Director	Overall leadership, governance, stakeholder coordination and delivery oversight	Postgraduate degree; minimum 10 years of relevant experience in programme management / entrepreneurship / skill ecosystem projects

Project Managers	Day-to-day implementation, milestone tracking, risk management and reporting.	Minimum 7 years of relevant experience
Entrepreneurship and Incubation Experts	Enterprise mentoring, incubator linkage and venture support	Minimum 5 years of experience in entrepreneurship development or incubation
Training and Curriculum Experts	Learning content development, training delivery, assessments and certification support	Minimum 5 years of experience in training design and delivery
Digital Platform and MIS Lead	Portal development, LMS, dashboard management, data architecture and system integration	Minimum 5 years of relevant technology experience
AI / Data Analytics Expert	Screening logic, scoring framework, analytics, automation and programme insight generation	Minimum 5 years of relevant experience in the relevant sector
Finance and Bank Linkage Experts	Credit convergence, funding support, DPR finance review and disbursement coordination	Minimum 5 years of experience in finance / banking / enterprise financing
Monitoring and Evaluation Experts	Indicator framework, surveys, reporting, learning documentation and impact assessment. Some experts with experience in social protection may be involved.	Minimum 5 years of experience in M&E
Outreach and Communications Experts	IEC strategy, mobilisation, state and district outreach, and stakeholder communication	Minimum 5 years of experience in outreach / communications / programme mobilisation
District Coordinators / Facilitators	Ground-level mobilization, beneficiary support, batch management and field coordination for all districts	As required by scope and geography (minimum one per district)
Grievance Redressal Team	Applicant support, grievance resolution and query tracking	Experience in customer support preferred

10. Data Ownership, Confidentiality, and Security

1. All beneficiary data, programme data, dashboards, reports, learning content, application records, selection data and other deliverables generated under this assignment shall remain the property of the Government of Maharashtra / Department. The Implementation Partner shall maintain strict confidentiality and shall not share any such data or materials with third parties without prior written approval.

2. The partner shall implement adequate cyber-security, access control, encryption / secure storage measures, backup protocols and audit trails to protect sensitive beneficiary and programme data.
3. All portals developed under the project shall comply with the provisions of the Digital Personal Data Protection (DPDP) Act.
4. All learning content, assessment tools, communication material, branding assets, training modules, videos, templates, reports, digital workflows, AI models, prompt libraries, software developed under the assignment, etc. shall remain the exclusive intellectual property of the Government of Maharashtra.

11. Performance Standards

The Implementation Partner shall ensure the following minimum performance standards:

1. timely delivery of all agreed outputs and milestones within the approved implementation schedule;
2. a secure, stable, scalable and user-friendly digital system with minimal downtime;
3. responsive support and grievance handling with defined service-level standards;
4. accurate, verified and auditable data reporting in the prescribed formats;
5. quality-controlled training, mentorship and documentation processes;
6. transparent and equitable selection procedures aligned to approved criteria;
7. regular coordination with banks, institutions, mentors and field stakeholders to avoid bottlenecks.
8. responsiveness to applicant queries and grievance closure timelines;
9. district-wise inclusion and funnel targets, with special attention to women, rural youth and underserved communities.

Failure to meet performance standards may trigger remedial action, corrective directives, withholding of payments, or such other measures as may be specified in the final contract.

12. Duration of Assignment

The duration of the assignment shall be aligned to the final programme design and sanction of the Department and is expected to be structured over a 4-year implementation period. The assignment may include annual review points, performance-based continuation, or phase-wise extension subject to satisfactory delivery and programme requirements.

Phase	Scope	Timeline
Phase I	Pilot Phase covering 5,000 beneficiaries (4000 Entrepreneurs and 1000 startups)	T to T + 18 Months
Phase II	Scale-up Phase I covering 10,000 beneficiaries (8,000 Entrepreneurs and 2000 startups)	T +18 Months to T +30 Months
Phase III	Scale-up Phase II covering 10,000 beneficiaries (8,000 Entrepreneurs and 2000 startups)	T +30 Months to T +42 Months

The Department may review programme performance at the end of each phase and may revise implementation schedules, operational arrangements or beneficiary targets based on programme requirements. The department reserves the right to change the number of beneficiaries in the pilot and/or scale-up phases.

13. Expected Programme Impact

The programme is expected to create a strong and inclusive pipeline of entrepreneurs and innovators across Maharashtra; improve access to finance, mentorship, incubation and market systems; increase participation of women, rural youth and first-generation entrepreneurs strengthen grassroots enterprise creation; and contribute to employment generation, self-employment, startup development and inclusive economic growth. The programme is further expected to support the transition of promising ideas into bankable enterprises and scalable startups, while building a sustainable entrepreneurship ecosystem at district and institutional levels. The programme should also promote localized enterprise ownership, district-level ecosystem development and better long-term survivability of micro-enterprises and startups.

14. Deployment and Reporting

The contractor shall ordinarily operate full-time from the Commissionerate of Skills Development, Employment and Entrepreneurship; however, the contractor may be required to function from any other location as may be determined by the Commissioner, Commissionerate of Skills Development, Employment and Entrepreneurship from time to time, based on programme requirements.

The contractor shall work under the direct supervision of the Commissioner, Commissionerate of Skills Development, Employment and Entrepreneurship and shall report on all matters related to planning, implementation, monitoring, and coordination of the programme as per the directions issued by the competent authority.

15. Payment Milestones

Payments shall be released upon satisfactory completion of the respective milestones and submission of the prescribed deliverables, subject to verification and acceptance by the Department.

A. Section I – One-Time Activities (25% of Contract Value)

Milestone	Deliverable	Payment (% of Total Contract Value)
M1	Approval of Inception Report, Programme Implementation Framework, Project Management Office (PMO) establishment, Standard Operating Procedures (SOPs), District Rollout Strategy and Operational Readiness	**7%**
M2	Development, testing, deployment and Go-Live of the Integrated Digital Platform, including the Application Portal, Learning Management System (LMS), Beneficiary Management System, Mentor Management System, MIS, Dashboards and related digital modules	**13%**
M3	Completion of Media Strategy, IEC material, communication campaigns, outreach planning and State-wide Programme Launch	**5%**
Total – Section I		**25%**

B. Phase I – Pilot Phase (5000 Beneficiaries) – 25% of Contract Value

Milestone	Deliverable	Payment (% of Total Contract Value)
P1	Completion of Outreach, Awareness, Beneficiary Mobilisation and Application Management	**3%**
P2	Completion of Preliminary Screening	**2%**
P3	Completion of Entrepreneurship Orientation, Lite Entrepreneurship Development Programme (Lite EDP) and Shortlisting	**3%**
P4	Completion of Entrepreneurship Development Programme (EDP), Business Development, DPR Preparation and Final Selection	**5%**
P5	Completion of Finance, Bank Convergence and Fund Facilitation	**4%**
P6	Completion of Mentorship, Incubation and Ecosystem Linkages	**2%**
P7	Completion of Market Access and Enterprise Development Support	**2%**
P8	Completion of Sustainability support, submission of the Phase Completion Report and acceptance by the Department	**4%**
Total – Phase I		**25%**

C. Phase II – Scale-up Phase I (10,000 Beneficiaries) – 25% of Contract Value

Milestone	Deliverable	Payment (% of Total Contract Value)
S1	Completion of Outreach, Awareness, Beneficiary Mobilisation and Application Management	**3%**
S2	Completion of Preliminary Screening	**2%**
S3	Completion of Entrepreneurship Orientation, Lite Entrepreneurship Development Programme (Lite EDP) and Shortlisting	**3%**
S4	Completion of Entrepreneurship Development Programme (EDP), Business Development, DPR Preparation and Final Selection	**5%**
S5	Completion of Finance, Bank Convergence and Fund Facilitation	**4%**
S6	Completion of Mentorship, Incubation and Ecosystem Linkages	**2%**
S7	Completion of Market Access and Enterprise Development Support	**2%**
S8	Completion of Sustainability support, submission of the Phase Completion Report and acceptance by the Department	**4%**
Total – Phase II		**25%**

D. Phase III – Scale-up Phase II (10,000 Beneficiaries) – 25% of Contract Value

Milestone	Deliverable	Payment (% of Total Contract Value)
T1	Completion of Outreach, Awareness, Beneficiary Mobilisation and Application Management	**3%**
T2	Completion of Preliminary Screening	**2%**
T3	Completion of Entrepreneurship Orientation, Lite Entrepreneurship Development Programme (Lite EDP) and Shortlisting	**3%**
T4	Completion of Entrepreneurship Development Programme (EDP), Business Development, DPR Preparation and Final Selection	**5%**
T5	Completion of Finance, Bank Convergence and Fund Facilitation	**4%**
T6	Completion of Mentorship, Incubation and Ecosystem Linkages	**2%**
T7	Completion of Market Access and Enterprise Development Support	**2%**
T8	Completion of Sustainability support, submission of the Final Programme Completion Report and acceptance by the Department	**4%**
Total – Phase III		**25%**

Summary of Payment Schedule

Component	Payment (% of Total Contract Value)
Section I – One-Time Activities	**25%**
Phase I – Pilot Phase	**25%**
Phase II – Scale-up Phase I	**25%**
Phase III – Scale-up Phase II	**25%**
Grand Total	**100%**

Section IV: Technical Proposal Submission Forms

TECH - 1 Covering Letter

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

Date:

To,

The Commissioner,
Commissionerate of Skills Development, Employment and Entrepreneurship
Office No. 328, 3rd Floor, Konkan Bhavan (Annex), CBD Belapur, Navi Mumbai, Maharashtra - 400614

Subject: Engagement of Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra.

Dear Sir/Madam,
I, the undersigned, offer to provide the services for the proposed assignment in respect of your Request for Proposal No.: _______ , Dated: ______ for Engagement of Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra. I hereby submit our Technical Proposal for the said assignment.

Our proposal shall remain valid for a period of 90 (ninety) days from the date of opening of technical proposal, and I confirm that this proposal shall remain binding upon us and may be accepted by Commissionerate of Skills Development, Employment and Entrepreneurship, at any time prior to the expiration of this validity period.

All the information and statements made in this Technical Proposal are true and correct to the best of our knowledge and belief. We understand that any misrepresentation or misinterpretation contained herein may lead to disqualification of our proposal. If negotiations are held during the Proposal validity period, we undertake to negotiate on the basis of the proposal submitted by us. Our proposal shall remain binding upon us, subject to any modifications resulting from such contract negotiations.

We have carefully examined all the information provided in the RFP and hereby offer to undertake the services described therein in accordance with the terms, conditions, and requirements of the selection process. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal, as well as any further pre-contract costs.

We further agree that in case any provision of the RFP, Terms of Reference (ToR), or our Technical or Financial Proposal is found to be deviated from the prescribed requirements, Commissionerate of Skills Development, Employment and Entrepreneurship shall have the right to reject our proposal.
I confirm that I am duly authorized to submit this proposal and to provide any clarifications, information, or documentation on behalf of the organization as may be required.
We understand that Commissionerate of Skills Development, Employment and Entrepreneurship is not bound to accept any proposal received.

Yours faithfully,
Authorized Signatory
Signature: Name: Designation: Place: Date: Seal:

TECH - 2 Bidder's Details

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

<u>TO WHOMSOEVER IT MAY CONCERN</u>

1. Bidder Information

Sr. No.	Information	Details
1.	Name of responding bidder	
2.	Address of responding bidder	
3.	Brief description of the company / LLP / society / trust / Section 8 Company/ institution including details of its main lines of business and proposed role and responsibilities in the Project(s)	
4.	Name, Designation and Address of the contact person	
5.	Telephone number of contact person	
6.	Mobile number of contact person	
7.	Fax number of contact person	
8.	E-mail address of contact person	
9.	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
10.	Company Registration Reference number	
11.	Date of Registration	
12.	Total years of experience	
13.	PAN Number (Not applicable for foreign bidder)	
14.	GST Number (In case of a foreign bidder, the proof for registration with the relevant authorities in the home country)	

Thanking You.
Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

TECH - 3 Net Worth Certificate

NET WORTH CERTIFICATE

(on the Letter head of Registered Chartered Accountant)

This is to certify that the Net worth of M/s. / Mr. / Ms. ……………………… as on............ is INR ………………… only as per the statement of computation of even date annexed hereto. It is further certified that the computation of Net worth, based on my/ our scrutiny of the books of accounts, records and documents, is true and correct to the best of my / our knowledge and as per information provided to my / our satisfaction.

Place: For (Name of Accounting Firm)

Date: Name of Partner Chartered Accountant

ICAI Membership Number/Equivalent

(Rubber Stamp)

COMPUTATION OF NET WORTH

(Annexure forming part of the Net worth Certificate of Dated___)

The net worth has been computed as per the format given below for the Financial Year ending ____________: (to be included for FY 2022-23, FY 2023-24, FY 2024-25)

Particular	**Amount (INR)**
Paid up Capital (A)	
Add: Equity Share Premium (B)	
Add: Reserve & Surplus (excluding revaluation reserves) (C)	
Less : Statutory Reserves (D)	
Less: Revaluation Reserves (E)	
Less: Accumulated losses if any – (F)	
Less: Intangible Assets included in the balance sheet (G)	
Less: Miscellaneous Expenditure to the extent not written off– (H)	
Total Net worth ((A+B+C)-(D+E+F+G+H))	

In case of a foreign bidder, the equivalent value in the local or international currency shall be considered.

TECH - 4 Turnover Declaration Format

(To be printed on the bidder’s company letter head, signed by Authorized Signatory)

To,

The Commissioner,
Commissionerate of Skills Development, Employment and Entrepreneurship
Office No. 328, 3rd Floor, Konkan Bhavan (Annex), CBD Belapur, Navi Mumbai, Maharashtra - 400614

Ref No: ……………………………..

Subject: Submission of proposal in response to the Request for Proposal No.: ____, Dated: ____________ for Engagement of Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra.

Dear Sir/ Madam,

We hereby submit the details of our annual turnover of << Firm’s name >> from consulting services in the last 3 years. We have also submitted audited profit AND loss statement and balance sheet for (FY 2022-23, FY 2023-24, FY 2024-25) and other relevant documents as prescribed in tender documents.

Sr. No.	Financial Year	Details / Formula	Turnover Details (INR)
1	2022-23	A	
2	2023-24	B	
3	2024-25	C	
	Average Annual Turnover (D)	**D = (A +B + C) /3**	

Thanking you,

Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

TECH - 5 Power of Attorney

<<On Non-Judicial Stamp Paper of INR 500/- (In case of foreign bidder, equivalent document)>>
Format for Power of Attorney (PoA) / Letter of Authorization

POWER OF ATTORNEY/LETTER OF AUTHORISATION

[To be executed on non-judicial stamp paper of of ₹500/- *in accordance with relevant Stamp Act. The stamp paper to be in the name of the company/firm who is issuing the power of attorney.]*

We, M/s.________ (**name of the firm or company)** with an address of the registered Office) hereby constitute, appoint and authorize Mr. or Ms.______(**Name** and residential address) who is presently employed with us and holding the position of, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to "Engagement of Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra" (the "Project"), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until the culmination of the process of bidding till the Project Contract is entered into with The Commissionerate of Skills Development, Employment and Entrepreneurship (Client) and thereafter till the expiry of the Project Contract.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds, and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Signature and Name of authorized signatory)

____
(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company) Seal of firm Company/firm

Witness 1:

Witness 2:

Notes:
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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

TECH - 6 Project Experience Format

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

Using the format below, provide information on each reference assignment against pre-qualification criteria for which your firm/entity was legally contracted.

Assignment / Project name:	Approx. Value of Project /Contract (Excluding taxes):
Country: Location within country:	Duration of assignment (months):
Name of Client:	
Contact Person, Title/Designation, Tel. No./Address:	
Start date (month/year): Completion date (month/year):	
Brief Scope of work and Description of Project:	
Description of Actual Services	
Proof Enclosed: (Work order/Contract Agreement + completion certificate / statements from client):	

Note:

(1) Each work experience shall be enclosed with work order /contract agreement and completion certificate /statements from client.
(2) Each citation along with work orders would be evaluated for necessary compliance to meet the pre-qualification criteria.
(3) Change in format of any kind is not admissible

Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

TECH - 7 Comments and Suggestions on the ToR, Scope of work and facilities to be provided by the client

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

A. On the Terms of Reference / Scope of Work

In this section, the bidder may present and justify any proposed modifications to the Terms of Reference (ToR), if considered necessary, with a view to improving performance in execution of the assignment. Such modifications may include deletion of activities considered unnecessary, addition of activities, or changes in the sequencing or phasing of activities or the study process.

Any suggestions or modifications shall be concise, clearly justified, and duly incorporated in the Technical Proposal. Proposed modifications or suggestions shall not be considered in the absence of adequate justification. It is further clarified that any changes in manpower resources shall not be taken into consideration.

B. On Inputs and Facilities to be Provided by the Client

Comments may be provided in this section regarding the inputs and facilities proposed to be made available by the Client in relation to the Scope of Work and implementation of the study.

Authorized Signatory

Signature:

Name:

Designation:

Place:

Date:

Seal:

TECH - 8 Description of Approach, Methodology and Work plan to carry out the assignment

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

The Technical Approach and Methodology constitute key components of the Technical Proposal. In this section, the bidder shall describe its understanding of the scope and objectives of the assignment, the proposed approach to delivering the services, and the methodology for carrying out the activities and achieving the expected outputs, including the level of detailing of such outputs. The bidder shall also identify the issues and challenges being addressed, explain their significance, and outline the technical approach proposed for addressing them.

It is recommended that the above information be presented under the following sub-sections:

A. Understanding of the Assignment and Issues / Challenges

B. Description of Approach and Methodology

C. Work Plan

Authorized Signatory

Signature:

Name:

Designation:

Place:

Date:

Seal:

TECH – 9 Summary of Resources Proposed for the Assignment

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

Sr. No.	Role/ Position	Name of Expert	Qualification (s)	Relevant Experience Summary	Key Responsibilities
1					
2					
3					
4					

I, the undersigned Authorized Signatory, do hereby certify and undertake that all personnel proposed in this bid are duly verified, fully qualified as per the RFP requirements, and shall be deployed for the assignment as committed.

Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

TECH – 10 CV Format

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

Position proposed in the Assignment:	
Name of Expert:	Insert full name-
Date of Birth:	day/month/year-
Country of Citizenship/Residence	Insert Country of Citizenship

Education: List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained-

Employment record relevant to the assignment: Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.

Period	**Employing organization and your title/position. Contact information for references**	**Country**	**Summary of activities performed relevant to the Assignment**
Click or tap here to enter text.			

Membership in Professional Associations and Publications:
Insert Details

Language Skills (indicate only languages in which you can work):
Insert Language Skills

Adequacy for the Assignment:

Detailed Tasks Assigned on Bidder's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Manage the Assigned Tasks**
List all deliverables/tasks in which the Expert will be involved)	

Expert's contact information: (e-mail Insert Email address phone Insert Phone Number

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Name of Expert:
Expert's Signature:

Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

TECH - 11A Self-Declaration No. 1 on Non-Blacklisting

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

Date:
RFP Reference No:

To,
The Commissioner,
Commissionerate of Skills Development, Employment and Entrepreneurship
Office No. 328, 3rd Floor, Konkan Bhavan (Annex), CBD
Belapur, Navi Mumbai, Maharashtra - 400614

To whomsoever it may concern

This is to (hereby confirms that M/S ----------------------------(name of the firm) have not been sanctioned under the World Bank system of debarment and cross-debarment.

Should this declaration found to be false then Borrower has the right to declare the proposal /bid as non-responsive.

With Regards

Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

TECH – 11B Self-Declaration No. 2 on Non-Blacklisting

Declaration of not being banned or blacklisted by State/ Central Government/ Public Sector Undertaking/ Statutory Boards/ Local Bodies of any State/ Asian Development Bank /other multilateral development bank.

<To be printed on the Bidder letter head>

<Location, Date>

To,

The Commissioner,
Commissionerate of Skills Development, Employment and Entrepreneurship
Office No. 328, 3rd Floor, Konkan Bhavan (Annex), CBD Belapur, Navi Mumbai,
Maharashtra - 400614

Dear Sir,

Sub: Declaration of not being banned or blacklisted by State/ Central Government/ Public Sector Undertakings/ Statutory Boards/ Local Bodies of any State/Asian Development Bank/other multilateral development bank.

Ref: Tender for Engagement of Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra.

I, authorized representative of ____________, hereby solemnly confirm that we and any of our OEMs are not under a declaration of in-eligibility for corrupt, fraudulent or any other unethical business practices and not debarred or blacklisted by State/ Central Government/ Public Sector Undertakings/ Statutory Boards/ Local Bodies of any State/ Asian Development Bank/other multilateral development bank, for any reason in the last 3 years from the date of the response to this Tender.

Our firm, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, sub-consultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.[6]

Our firm, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, sub-consultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

[6] These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

If under ongoing investigation and/or sanction proceedings by the Asian Development Bank or any multilateral development bank, please state details:

(i) Name of the multilateral development bank: __________

(ii) Reason for the ongoing investigation / allegations: __________

Our firm, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, sub-consultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers)

(i) Name of Institution: __________________

(ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [start and end date]: ____________

(iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: ________________________

Our firm, associates, parent company, affiliates or subsidiaries, including any Subcontractors consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

(i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: __________________

(ii) Court, area of jurisdiction and/or the enforcement agency: __________________

(iii) Resolution [i.e. dismissed; settled; or convicted/duration of penalty]: __________________

Other relevant details [please specify]: _______________

In the event of any deviation from the factual information/ declaration, ….(Client) reserves the right to reject the proposal or reserves the right to terminate the Contract without any compensation.

Yours faithfully,

Signature of the Authorized Signatory:

Name and Designation of the Authorized Signatory:

Company Seal:

Place:

Date:

Business Address:

TECH - 12 Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

Date:

Invitation of Bids/Proposals No.

To,

The Commissioner,
Commissionerate of Skills Development, Employment and Entrepreneurship
Office No. 328, 3rd Floor, Konkan Bhavan (Annex), CBD Belapur, Navi Mumbai,
Maharashtra - 400614.

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines[2] in connection with the procurement and execution of the contract (in case of award), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement. Further, we are not ineligible under the laws or official regulations of [Insert name of Employer as per bidding document] or pursuant to a decision of the United Nations Security Council.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include the following:

a. rejection of our Proposal/Bid for award of contract;
b. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and
c. sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; [3] (ii) to be a nominated[4] sub-contractor, subconsultant, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

We understand that we may be declared ineligible as set out above upon:

a. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;
b. cross-debarment as agreed with other international financial institutions (including multilateral development banks);
c. the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or
d. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.

For avoidance of doubt, the foregoing effects of ineligibility do not extend to a sanctioned firm's or individual's execution of its ongoing Bank-financed contracts (or its ongoing sub-agreements under such contracts) that are not the subject of a material modification, as determined by the Bank.

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect[5] all accounts, records, and other documents relating to the procurement process and/or contract execution (in the case of award), and to have them audited by auditors appointed bythe Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract.

Name of the Bidder/Proposer/Consultant:

Name of the person duly authorized to sign the Bid/Proposal on behalf of the Bidder / Proposer / Consultant:

Title of the person signing the Letter:

TECH - 13 Undertaking by the Bidder

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

To,

The Commissioner,
Commissionerate of Skills Development, Employment and Entrepreneurship
Office No. 328, 3rd Floor, Konkan Bhavan (Annex), CBD
Belapur, Navi Mumbai, Maharashtra - 400614.

This is to certify that, the specifications of scope and Services which I have mentioned in the bid, and which I shall supply if I am awarded with the work, are in conformity with the specifications and requirements mentioned in Request for Proposal No.: ____, Dated:_____for Engagement of Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra.

I/We am/are participating in this bid as a single legal entity. The bidder is an *Individual / Proprietorship Firm / Partnership Firm / Company registered under the Companies Act+.

I/We have not formed any Joint Venture (JV) or Consortium for the purpose of this bid.

I/We understand that bids submitted on a consortium or JV basis are liable for summary rejection if not explicitly permitted.

If awarded the contract, I/We shall take full and single-point responsibility for the execution of the complete project/supply as specified in the tender document.

I/We have not submitted any other bid for this tender, either individually or in any other capacity (such as a partner in another firm or a director in another bidding company).

I/We understand that submitting multiple bids will lead to the rejection of all bids associated with me/us.

I also certify that the price I have quoted is inclusive of all the cost factors involved in the execution of the project, to meet the desired Standards set out in the RFP Document.

Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

TECH - 14 Self-Declaration: Manpower Strength

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

Date:

To,

The Commissioner,
Commissionerate of Skills Development, Employment and Entrepreneurship
Office No. 328, 3rd Floor, Konkan Bhavan (Annex), CBD
Belapur, Navi Mumbai, Maharashtra - 400614

Subject: Self-Declaration regarding Manpower Strength for Consulting Services.

Dear Sir/Madam,

In response to the Pre-Qualification Criteria (PQC) for the subject bid, I, *Name of Authorized Signatory+, in my capacity as *Designation+ of *Name of the Bidding Entity+, do hereby solemnly declare and confirm the following:

1. **Staff Strength:** As of *Insert Date/Current Month+, our organization has at *(mention number)*_ **full-time professional staff** currently on our payroll, specifically engaged in providing **consulting services**.
2. **Definition of Professional Staff:** The aforementioned staff members possess the requisite professional qualifications (Degrees/Certifications) and technical expertise relevant to the consulting domain as required by the bid documents.
3. **Full-Time Employment:** All __*(mention number)*_ professionals are engaged on a full-time basis and are not part-time bidders or freelancers for the purpose of this qualification.
4. **Verification:** We maintain all necessary records, including Provident Fund (PF) statements, and employment contracts, which can be produced for verification upon request by the Commissionerate of Skills Development, Employment and Entrepreneurship authorities.
5. **Compliance:** I understand that any false or misleading information provided in this declaration will lead to the rejection of our bid, forfeiture of the Earnest Money Deposit (EMD), and further legal action.

Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

TECH - 15: Integrity Pact

(To be executed on a Non-Judicial Stamp Paper of ₹500/- duly notarized) (In case of foreign bidder, equivalent document)

[To be executed on non-judicial stamp paper of of ₹500/- *in accordance with relevant Stamp Act. The stamp paper to be in the name of the company/firm who is issuing the Integrity Pact]*

Between **Mention RFP inviting Authority+* hereinafter referred Client and M/s____________________, a company/ firm/ individual (status of the company) and having its registered office at represented by Shri__________, hereinafter referred to as "The Bidder"

Preamble

The Client intends to award, under laid down organization procedures, contract for Engagement of Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra. The Client values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

In order to achieve these goals, the Client and the above-named Bidder enter into this agreement called 'Integrity Pact' which will form an integral part of the bid.
It is hereby agreed by and between the parties as under:

Section I – Commitments of Client

1. The Client commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) The Client undertakes that no official of the Client connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

b) The Client will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidder and could obtain an advantage in relation to the tender process or the contract execution.

c) The Client will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Consultancy Firms participating in the Bidding process.

2. If the Client obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the matter will be informed to its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section II – Commitments of the Bidder

1. The Bidder commits himself to take all measures necessary to prevent corruption. He

commits himself to observe the following principles during his participation in the tender process and during the contract execution:

a) The Bidder will not, directly or through any other person or firm, offer, promise or give to the Client, or to any of the Client's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
b) The Bidder shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non – submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.
c) The Bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by the Client part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
d) Bidders will not pass any information provided by the Client as part of business relationship to others and not to commit any offence under PC/IPC Act.
e) The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any involved directly or indirectly in the Bidding.
f) The Bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
g) The Bidder will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of the Client.

(2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contract

(1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, the Client may disqualify the Bidder from the ender process or terminate the contract, if already signed, for such reason.

(2) If the Bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, the Client may after following due procedures also exclude the Bidder from future contract ward processes. The imposition and duration of the exclusion will be determined by severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.

(3) If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Client may revoke the exclusion prematurely. However, decision of the Client in this regard shall be final and binding on the Bidder.

Section IV – Liability for violation of Integrity Pact

(1) If the Client has disqualified the Bidder from the tender process prior to the award under Section III, the Client may forfeit the applicable Bid Security/ Earnest Money Deposit Under the Bid.

(2) If the Client has terminated the contract under Section III, the Client may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

(1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 year with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process of the contract, if already awarded, can be terminated for such reason.

Section VI – Equal treatment to all Bidder

(1) The Client will enter into agreements with identical conditions as this one with all Bidders.

(2) The Client will disqualify from the tender process any Bidder who does not sign this Pact or violate its provisions.

Section VII – Punitive Action against violating Bidders

If the Client obtains knowledge of conduct of a Bidder or an employee or a representative or an associate of a Bidder which constitutes corruption, or if the Client has substantive suspicion in this regard, the Client will inform the Chief Vigilance Officer (CVO). Nothing mentioned here in above may deem to restrict the right of the Client, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders to initiate necessary action under the Competitions Laws for the time being in force.

Section VIII – Independent External Monitor/Monitors

(1) The Client has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India.

(2) The IEM is to review independently and objectively, whether and to what extend the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to the Client, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to the Client, giving joint findings.

(3) The IEMs are not subject to instructions by the representatives of the parties and

perform their functions neutrally and independently.

(4) The Bidder(s) accepts that the IEM has the right to access without restriction to all documentation related to this contract including that provided by the Bidder. The Bidder will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.

(5) The Client will provide to the IEM information as sought by him which could have an impact on the contractual relations between the Client and the Bidder related to this contract.

(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Client and request the Client to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Client and the Bidder, as deemed fit, to present its case before making its recommendations to the Client.

(7) The IEM will submit a written report to the Client within 8 to 10 weeks from the date of reference or intimation to him by the Client and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the IEM has reported to the Client a substantiated suspicion of and offence under relevant Anti-Corruption Laws of India, and the Client has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

(9) The word 'IEM' would include both singular and plural.

(10) A Bidder signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

Section IX – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X – Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of the Client.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) Nothing in this agreement shall affect the rights of the parties available under the condition which are part of the Bidding Document.

(4) View expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in the bidding document IEM shall be applicable for packages wherein IEM are identified in the bidding document.

(5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

On behalf of Bidder

Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

Witness 1:
Signature:
Name:
Designation:

Witness 2:
Signature:
Name:
Designation:

Note: The authority of the client competent to sign the contract agreement shall sign this Annexure before uploading the proposal. The Bidder shall download this pre-signed document, affix their signatures along with those of the witnesses, and upload the signed document. Failure to submit the Integrity Pact, duly signed and witnessed, along with the proposal, may result in rejection of the proposal.

TECH - 16: Declaration Regarding Conflicting Activities

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

Date:
RFP Reference No:

To,
The Commissioner,
Commissionerate of Skills Development, Employment and Entrepreneurship
Office No. 328, 3rd Floor, Konkan Bhavan (Annex), CBD
Belapur, Navi Mumbai, Maharashtra - 400614

Subject: Declaration regarding Conflicting Activities for the Engagement of Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra.

Dear Sir/Madam,
In accordance with the requirements of the RFP, we hereby provide our declaration regarding conflicting activities:

1. We hereby declare that our firm, including our associates and group firms, have not indulged in any such activities which can be termed as conflicting activities as defined in the RFP.
2. We confirm that neither our firm nor our proposed Key Experts have any business or family relationship with any official of the Client who is directly or indirectly involved in any part of:
    - (i) the preparation of the Terms of Reference for the assignment,
    - (ii) the selection process for this contract, or
    - (iii) the supervision of the resulting contract.
3. We acknowledge that in case of any misrepresentation of information or discovery of a conflict of interest at a later stage, our proposal/contract shall be liable to be rejected or terminated by the Client, and such decision shall be binding on us.

Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

Section V: Annexures
Annexure I: Bid Submission Checklist

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

Sr. No.	Description	Submitted (Yes/No)	Page No.
Technical Proposal			
1	Filled in Bid Submission Check List (Annexure I)		
2	Covering Letter (TECH - 1)		
3	Tender Fee of INR 25,000/-		
4	EMD of INR 5,00,000/-		
5	Copy of Certificate of Incorporation/Registration or any other valid document		
6	Copy of PAN (Not applicable for foreign bidder)		
7	Copy of GST Registration Certificate with Annexure A and B (in case of an Indian Company), (In case of a foreign bidder, the proof for registration with the relevant authorities in the home country)		
8	Chartered Accountant certified audited turnover certificate for the last 3 FYs (2022-23, 2023-24, 2024-25)		
9	Copies of Balance Sheet, Profit and Loss Statement for the last 3 FYs (2022-23, 2023-24, 2024-25)		
10	Copies of IT Returns for the last 3 FYs (2022-23, 2023-24, 2024-25)		
11	Bidder's Details (TECH - 2)		
12	Net worth Certificate duly certified by CA with the relevant annexures and supporting documents (In case of a foreign bidder, the equivalent Turnover value in the local or international currency shall be considered) (TECH - 3)		
13	Turnover Declaration Format (TECH - 4) along with all the supportive documents such as copies of Balance Sheet, Profit & Loss Statement and ITRs for the concerned period as mentioned above		
14	Power of Attorney (TECH - 5) in favour of the person signing the bid on behalf of the bidder		
15	List of completed assignments of similar nature (Past Experience Details) (TECH - 6) along with copies of work orders, Agreements, Completion Certificates for the respective assignments		
16	Comments and Suggestions on Terms of Reference (TECH - 7)		
17	Description of Approach, Methodology & Work Plan (TECH - 8)		
18	Summary of resources proposed for the assignment (TECH - 9)		
19	CV of Key Professionals (TECH - 10)		

Sr. No.	Description	Submitted (Yes/No)	Page No.
20	Self-Declaration No.1 on Non-Blacklisting (TECH - 11A)		
21	Self-Declaration No.2 on Non-Blacklisting (TECH - 11B)		
22	Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework (TECH - 12)		
23	Undertaking by the Bidder (TECH - 13)		
24	Self-Declaration: Manpower Strength (TECH - 14)		
25	Integrity Pact (TECH - 15)		
26	Declaration Regarding Conflicting Activities (TECH - 16)		
27	Non-Disclosure Agreement (Annexure II)		
28	Details of Past Debarment & Restoration of Eligibility (Annexure VI), if applicable		

Note: This checklist is to be included in the proposal submitted.

Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

Annexure II: Non-Disclosure Agreement

(To be executed on a Non-Judicial Stamp Paper of ₹500/- duly notarized) (In case of foreign bidder, equivalent document)

[To be executed on non-judicial stamp paper of of ₹500/- *in accordance with relevant Stamp Act. The stamp paper to be in the name of the company/firm who is issuing the Non-Disclosure Agreement]*

This Non-Disclosure Agreement made and entered into at *[Mention place]* this [Day] Day of [Month] 2026 BY AND BETWEEN [Company Name] Limited, a company incorporated under the Companies Act, 1956 having its registered office at [Registered Office Address] of the ONE PART are hereinafter as "the Party".

AND

[RFP inviting authority] having office at *[address of RFP inviting authority]* (hereinafter referred as Client which express shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART are hereinafter as "the Party"

WHEREAS:

1. Client floated a Request for Proposal for Inviting an Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra, the scope of which is specified therein and whereas ______________________ (Name of Bidder) has through an RFP process, bid for the work.
2. An Agency for the Execution of the CM Mahafund Programme in Maharashtra is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.
3. An Agency for Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to client.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.
5. Receiving Party means who receives the confidential information.
6. Disclosing Party means who discloses the confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and Client or its representatives to have specific access to Client‟s property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

(i) "Confidential Information" means all information disclosed/furnished by client to mention] or any such information which comes into the knowledge of the agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the agency to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or

module thereof, explicitly designated as "Confidential";
“Confidential Information” also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of Client including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential
(iii) “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
iv) An agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.
Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement.
(b) was rightfully in the possession of the agency without any obligation of confidentiality prior to receiving it from Client, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.
(c) was rightfully obtained by the agency from a source other than Client without any obligation of confidentiality,
(d) was developed by for the agency independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.
(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of Client. Upon termination of this Agreement, Confidential information shall be returned to Client or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of Client in respect of the Confidential Information.

In the event the agency is legally compelled to disclose any Confidential Information, the agency shall give sufficient notice of 45 days to [state/UT to mention] to prevent or minimize to the extent possible, such disclosure. The agency shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of Client. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the agency will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure
The Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra agrees to notify Client immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.
Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:
a) Information regarding „Client‟ and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
b) any aspect of Client‟s business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
c) Business processes and procedures; or
d) Current and future business plans; or
e) Personnel information; or
f) Financial information; or
g) Capital adequacy computation workings

3. Publications

The Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Client.

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Client, whichever is earlier. The Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra hereby agrees and undertakes to Client that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed Client promptly return or destroy, under information to Client, all information received by it from Client for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra further agrees and undertake to Client certify in writing to Client that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra agrees and undertake to treat Confidential Information as confidential for a period of [three (3)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by Client to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Client.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

7.1. The Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra will result in irreparable damage to Client for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. Client shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to Client shall include Client‟s costs and expenses of enforcement (including the attorney's fees).

Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.2. Receiving Party shall return all originals, copies, reproductions and summaries of confidential Information or Confidential Materials at Disclosing Party‟s request, or at Disclosing Party‟s option, certify destruction of the same.

7.3. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges b. Change of personnel assigned to the job c. financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives. d. Termination of contract

7.4. Disclosing Party may visit Receiving Party‟s premises, with reasonable prior notice and during normal business hours, to review Receiving Party‟s compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party‟s right to independently develop or acquire product without use of the other party‟s Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party‟s copyrights or patents.

9.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.5. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at [mention place] and in accordance with the provisions of as mentioned in the contract.

9.6. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.7. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.8. All obligations created by this Agreement shall survive change or termination of the parties‟ business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both Party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party‟s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party‟s obligations hereunder with respect to Confidential Information of other party.

11. Governing Law

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai, Maharashtra shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General

12.1. Client discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.
On behalf of Bidder

Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

Witness 1:
Signature:
Name:
Designation:

Witness 2:
Signature:
Name:
Designation:

Annexure III: Contract Agreement Form

(To be executed on a Non-Judicial Stamp Paper of ₹500/- duly notarized) (In case of foreign bidder, equivalent document)

[To be executed on non-judicial stamp paper of of ₹500/- *in accordance with relevant Stamp Act. The stamp paper to be in the name of the company/firm who is issuing the Contract Agreement Form]*

This CONTRACT AGREEMENT (hereinafter called the "Contract") is made and entered into on this the [Insert Day] day of [Insert Month], 20**[Insert Year]**, at [Insert City], India.
BETWEEN
RFP Inviting authority **……………………………** having its office at ….*Office address*…… (hereinafter referred to as the "client" or "client", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the First Part.
AND
[Name of Bidder], a company incorporated under the Companies Act, 1956/2013, having its registered office at *[Address of Bidder]* (hereinafter referred to as the "Bidder", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Second Part.
(client and the Bidder are hereinafter referred to individually as "Party" and collectively as the "Parties").
WHEREAS:
(a) The client has issued a Request for Proposals (RFP) for the provision of certain consulting services as defined in this Contract (hereinafter called the "Services");
(b) The Bidder, having represented to the client that it has the required professional skills, expertise and technical resources, has submitted a Bidder‟s Proposal and has been selected to provide the Services on the terms and conditions set forth in this Contract;
(c) The Bidder has agreed to provide the Services under the terms and conditions set forth herein.
NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, the Parties hereto agree as follows:

1. Integral Documents
The following documents attached hereto shall be deemed to form and be read as an integral part of this Contract:
(a) All Conditions of Contract;
(b) Terms of Reference (Scope of Work, Deliverables, and Timelines)
(c) Other documents, as required (e.g. Performance Bank Guarantee)

2. Mutual Rights and Obligations
The mutual rights and obligations of the client and the Bidder shall be as set forth in the Contract. In particular:
(a) The Bidder shall perform the Services in accordance with the provisions of the Contract; and
(b) The client shall make payments to the Bidder in accordance with the Contract.
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names and delivered as of the day and year first above written.

<table>
<tr><td>For and on behalf of the client
RFP inviting Authority
(Signature)
(Name):
(Designation):</td><td>For and on behalf of the Bidder [Name of Bidder]
(Signature)
(Name):
(Designation):</td></tr>
<tr><td colspan="2">In the Presence of Witnesses:</td></tr>
<tr><td colspan="2">1.</td></tr>
<tr><td colspan="2">2.</td></tr>
</table>

(This template is indicative only and will be finalized at the time of signing)

Annexure IV: Bank Guarantee Format for Performance Security

(To be executed on a Non-Judicial Stamp Paper of ₹500/- duly notarized) (In case of foreign bidder, equivalent document)

Ref Bank Guarantee No…………… Date…………………………….

To,

The Commissioner,
Commissionerate of Skills Development, Employment and Entrepreneurship
Office No. 328, 3rd Floor, Konkan Bhavan (Annex), CBD
Belapur, Navi Mumbai, Maharashtra - 400614

Whereas M/s…………………………………………………with its Registered/ Head Office at……………………….. (name and address of the Bidder, hereinafter called "the Bidder", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of contract no ……….. date…………….. to delivery …………….. (description of Services) (hereinafter called "the contract").

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said contract that the Bidder shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we …………………… with our Head Office at… ……………………………………………….(name and address of the Bank, hereinafter referred to as the „Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Bidder such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of …………………………………………………..(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

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

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Bidder"s.

We further agree that no change or addition to or other modification of the terms of the

contract to be performed thereunder or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.
This guarantee shall be valid until the …………day of …….20……
Our…………………………………branch at………………*(Name & Address of the … ....*(branch) is liable to pay the guaranteed amount depending on the filing of
a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our
……………..* branch a written claim or demand and received by us at our .... * branch on or before Dt.................... otherwise, the bank shall be discharged of all liabilities under
this guarantee after that.

(Signature of the authorized officer of the Bank)

………………………………………..

………………………………………. Name and designation of the officer
………………………………………

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

Annexure V: Format for Submission of Pre-Bid Queries

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

<table>
<tr><th colspan="6">Request for Clarification</th></tr>
<tr><td colspan="3">Name and Address of the Organization submitting request</td><td colspan="3"></td></tr>
<tr><td colspan="3">Name and Position of Person submitting request</td><td colspan="3"></td></tr>
<tr><td colspan="3" rowspan="3">Contact Details of the Organization /Authorized Representative</td><td>Mobile:</td><td colspan="2"></td></tr>
<tr><td>Tel:</td><td colspan="2"></td></tr>
<tr><td>e-Mail:</td><td colspan="2"></td></tr>
<tr><td>Sr. No.</td><td>Document Page No.</td><td>Document Clause No.</td><td>Clause Title</td><td>Queries/ Clarification Sought</td><td>Comments/ Justification by Bidder/ Suggested modifications</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td></tr>
</table>

Signature:
Name:
Designation:
Place:
Date:
Seal:

Annexure -VI: Details of Past Debarment & Restoration of Eligibility

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

Date:
RFP Reference No:

To,
The Commissioner,
Commissionerate of Skills Development, Employment and Entrepreneurship
Office No. 328, 3rd Floor, Konkan Bhavan (Annex), CBD
Belapur, Navi Mumbai, Maharashtra - 400614

Subject: Disclosure of past debarment details and current eligibility status for the Engagement of Implementation Agency for the Execution of the CM Mahafund Programme in Maharashtra.

Dear Sir/Madam,

In accordance with the requirements of the RFP and in the interest of full transparency, we, *Name of your Firm+, hereby provide the following details regarding a past debarment and our subsequent restoration of eligibility:

Sr. No.	Item Description	Details
1	Issuing Authority	*Name of the Department/Organization that issued the order+
2	Reason for Order	*Briefly state the reason, e.g., Administrative Delay / Project Termination+
3	Period of Debarmen t	From: *Start Date+ To: *End Date+
4	Current Status	Eligibility Restored / Debarment Period Expired
5	Restoration Proof	*Reference to Order No. / Completion of Period+

Declaration of Current Eligibility:

1. We have read and understood the Guidelines on Debarment of Firms from Bidding as per the Ministry of Finance Office Memorandum No. F.1/20/2018-PPD, dated 02.11.2021.
2. We hereby declare that as of the date of submission of this proposal, the period of debarment mentioned above has successfully expired.
3. We confirm that there are no active debarment or blacklisting orders against our firm by any Central/State Government, PSU, or Multilateral Agency as of the bid submission deadline.
4. Our firm is fully eligible to participate in this tender as per the criteria defined in the RFP.

We understand that any misrepresentation of facts regarding our current status may lead to the rejection of our bid or termination of the contract.

Authorized Signatory
Signature:
Name:
Designation:
Place:
Date:
Seal:

END OF DOCUMENT