



Government of Goa

DIRECTORATE OF SKILL DEVELOPMENT & ENTREPRENEURSHIP

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Ref. No.: DSDE/PROJECT/640/TPA-NAPS/2022-23

Date: 08 /03/2023

Expression of Interest

The Director, Directorate of Skill Development and Entrepreneurship, Panaji-Goa, hereby invites Expression of Interest (EoI) on behalf of the Governor of Goa from eligible bidders for “Empanelment of Third Party Aggregators (TPA) for implementation of NAPS scheme”.

The last date for submission of tender document online is up to 29/03/2023 up to 15:00 hrs.

For more details, please visit website <http://dsde.goa.gov.in> and <http://goa.gov.in>.

-Sd-

Director (Skill Development & Entrepreneurship)
Panaji-Goa

**INVITATION FOR
EXPRESSION OF INTEREST
FOR
EMPANELMENT OF THIRD PARTY AGGREGATORS (TPA) FOR
IMPLEMENTATION OF NAPS SCHEME**

Last date of Submitting the Proposal: 29/03/2023

Time: 03:00 PM

STATE APPRENTICE ADVISOR

C/o Directorate of Skill Development & Entrepreneurship, Shram Shakti Bhavan, 3rd
Floor, Patto Plaza,
Panaji-Goa.403001

Disclaimer

State Apprenticeship Advisor(here in after called “SAA” or “Authority”) is inviting proposals for the scope of work mentioned herein through this Expression of Interest (Eol).The information contained in this Expression of Interest ("Eol") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this Eol and such other terms and conditions subject to which such information is provided.

This Eol is not an agreement and is neither an offer nor invitation by SAA to the prospective applicants or any other person. The purpose of this Eol is to provide interested parties with information that may be useful to them in the submission of their proposals pursuant to this Eol. The assumptions, assessments, statements and information contained in this Eol, may not be complete, accurate, adequate or correct. Each applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Eol and obtain independent advice from appropriate sources.

SAA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Eol. The issue of this Eol does not imply that the authority is bound to select an Applicant or to empanel the Selected Applicant.

SAA accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this Eol. Interested parties are expected to make their own inquiries and research for gathering the insights, knowledge and information that may be required for submitting a proposal.

SAA reserves the right not to proceed with the Eol and bidding process or invite afresh with or without amendments at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the proposal further with any party submitting a proposal in response to this Eol. Information provided at this stage is merely indicative.

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1. **BACKGROUND**

Apprenticeships are a unique form of technical vocational education and training (TVET), combining on-the job training and off-the-job learning, which enables learners from all walks of life to acquire the knowledge, skills and know-how required to carry out a specific occupation.^[1] According to the Government of India's Apprentices Act 1961, "Apprenticeship Training" means a course of training in any industry or establishment undergone in pursuance of a contract of apprenticeship and under prescribed terms and conditions which may be different for different categories.

To facilitate the Industry (specially the MSMEs) to undertake apprenticeship programme as mandated under the Apprentices Act 1961, a provision exists under the section 8(2) of the Apprentices Act, 1961 enabling several employers to join either themselves or through an agency approved by the Apprenticeship Adviser; and provide apprenticeship training to the apprentices under them; according to the guidelines issued from time to time by the Government. Also, within the rubric of the Apprentices Act 1961, the Government of India also launched a scheme "National Apprenticeship Promotion Scheme (NAPS)" on 19th August 2016 to develop a vibrant apprenticeship ecosystem in the country to encourage more establishment participation. Third Party Aggregator (TPA) as an apprenticeship ecosystem stakeholder was introduced in the year 2018 under NAPS and currently it is seen that around 60% apprentice contracts are routed through TPAs.

TPAs are envisioned as the key partners and facilitators of the apprenticeship ecosystem towards bridging the demand of establishments for apprentices and the candidates aspiring to undergo apprenticeship programme. They also play a key role towards mobilizing and counseling aspiring apprentices, meeting prescribed curriculum requirements and course design, processing claims and returns on behalf of establishments, facilitate in conducting assessments and issuing certifications, among other key roles.

In a bid to broaden the reach of NAPS through, the Ministry of Skill Development and Entrepreneurship (MSDE), Government of India has revised the guidelines for a simplified process for TPA empanelment. This will also lead to gaining access to wider network of establishments and opportunities across industries

for the aspiring apprentices under the NAPS.

Directorate of Skill Development & Entrepreneurship, Government of Goa, implements National Apprenticeship Promotion Scheme (NAPS) and National Apprenticeship Training Scheme (NATS) in Goa under the Apprentices Act, 1961, as amended in 1973 and thereafter, as prescribed in the Apprentices Act and the Apprenticeship Rules.

In order to facilitate the Public Sectors Undertaking, Corporations, Government Departments establishments to undertake apprenticeship training program as mandated under the Apprentices Act, 1961, and amended thereafter, a provision has been made under section 8(2) of the Apprentices Act, 1961. Since the apprenticeship training programs involves multiple stakeholders, the role of facilitators or TPAs becomes important for mobilizing the aspirants (of apprenticeship training) and in mapping the preferences with the requirement to the establishments, and assisting the establishments in implementation of Apprentices Act and its compliance. In the same line, DSDE wants to support the Public Sectors Undertaking, Corporations, Government Departments establishments by providing them facility of Third-Party Aggregator (TPA).

2. Schedule for invitation of Eol

Sr. No.	Information	Details
1.	Eol Reference Number	DSDE/Project/Eol/2022-23/003
2.	Last date & Time for submission of Eol	29/03/2023 at 3.00pm
3.	Pre-bid meeting	24/03/2023 at 11.00am
4.	Date and Time for Opening of Eol	31/03/2023 at 3.00pm
5.	Address for submission of Eol	<p>1. For online submission: Email : procurement-sdct.goa@nic.in</p> <p>2. For submission of hard copies:</p> <p>To, State Apprenticeship Advisor, C/o Directorate of Skill Development & Entrepreneurship, 3rd Floor, Shram Shakti Bhavan, Patto Plaza, Panaji-Goa- 403001</p>

3. ELIGIBILITY OF TPA

Institutions / Organizations fulfilling all the following criteria can apply for empanelment as TPAs:

- a. Organizations / Institutions Registered as a company / Partnership or Proprietary Firm / Trust /Society / NGO / Industry Association or Chamber / Educational and Technical institutions including universities, schools, ITIs, polytechnic colleges and HR /staffing and recruitment companies and start-ups
- b. 2 years of mandatory experience in industrial training / skilling / education /placement/non-profit activities/ industry promotion and facilitation.
- c. 1 year of mandatory experience in mobilization of men, women and youth for education, skilling interventions, facilitating wage / self-employment or involved with non-profit activities pertaining to social/community development.
- d. Such Organization or any of its related concerns applying for empanelment should not have been blacklisted by any Organization and must self-declare the same in Organization's letter head with seal and signature. Thus, blacklisting by other Agencies other than MSDE will not be automatic debar. Committee can take a call on severity of the cause of action.
- e. The Organization/ Institution must have a registered office with an expert team & sufficient infrastructure in place at its Headquarters/ Branch offices, if any.

4. SELECTION PROCESS FOR TPAs

The selection process for TPAs will be as under:

- a. The applicant needs to submit their application on email-procurement-sdct.goa@nic.in and also a hard copy of the same to be submitted to “State Apprenticeship Advisor C/o Directorate of Skill Development & Entrepreneurship Project Section, Shram Shakti Bhavan, 3rd Floor, Patto Plaza Panaji, Goa” before the due date and time along with supporting documents as below :-
 - i. Brief organization profile
 - ii. Registration documents such as Incorporation Certificate, PAN, TAN, GST, etc. (whichever applicable) along with proof of work experience (if applicable)
 - iii. Proof of Address of Head Office and branch offices (s) if any
 - iv. The TPA will have to submit the Annual Action Plan on the portal at the time of registration that will be reviewed every six months.
 - v. Letters of support from at least 20 establishments wanting to engage apprentices stating that it is willing to appoint the applicant institution /organization as a TPA.
 - vi. Self-declaration duly filled in stating that it has not been blacklisted by any other organization. In case of blacklisting by any other organization, the blacklisting notice mentioning the cause of action/grounds of blacklisting, additional comments, documents, etc. to be attached along with the self-declaration.
 - vii. Self-declaration duly filled in stating that it will not engage existing workers of the informal / formal enterprises under apprenticeships. Involvement in such practices, if found, will lead to de-empanelment and blacklisting of the TPA by MSDE.
 - viii. TPAs de-empanelled for not generating requisite number of contracts within as specified time will not be allowed to re-apply for empanelment for a period of one year, post which the Committee may stipulate targets appropriately to reflect the TPA's

commitment in terms of contract generation and mobilizing industry support.

- ix. Financials for last two years(not mandatory)
- b. MSDE will receive this signed terms and condition / code of conduct from the applicant.
- c. All signed code of conducts will be placed on Apprenticeship Portal.
- d. Applications received through email/ post/ couriers will be scrutinized by SAA.
- e. Shortlisted applications (complete in all respect) will be placed before the TPA Empanelment Committee set up under the Chairmanship of the Assistant Apprenticeship Adviser(AAA) or the officer nominated by SAA in the DSDE.
- f. The Applicants may be asked to present their proposal before the committee.
- g. The committee reserves the right to accept / reject any / all the applications and the decision of the Committee shall be final and binding.
- h. TPA Applications will be approved by the concerned official dealing with the subject.

5. Performance Evaluation of the TPAs:

The Performance of the TPAs will be evaluated on the following parameters:

a. Outreach activities:

No. of Establishment Focused Workshops or Webinars on apprenticeship awareness, NAPS, apprenticeship portal related process flows and procedures, etc.

OR

No. of Career Melas /Job Fair for candidates/Career Counseling organized

OR

Events with Industry bodies organized / MoUs signed

b. Expansion and Contract Generation:

- i. No. of contracts generated
- ii. New Establishments* (active establishment**) registered on Portal
- iii. No. of MSME/ MSME Clusters on boarded on the Portal

*Establishment already registered on the portal however not yet generated any contract will also be considered as New Establishment

** Active Establishments are those establishments which have generated minimum One Contract.

After empanelment, the targets for the TPAs will be as given below:

Sl.No.	Duration	No.of Contracts to be created
Provisional Empanelment		
1	1st Year-First6Months	100
Regular Empanelment		
2	1st Year-Next 6 Months	150
3	2nd year	500
4	3rd year & onwards	1500 per year

The targets outlined above are the bare minimum threshold for the TPAs to retain their empanelment. The targets above and beyond the stipulated threshold shall be considered during the performance evaluation and shall influence the overall ranking of the TPA.

C. Contract Completion/ Termination

TPA has to ensure that within any financial year the average contract completion rate has to be above 80%. Correspondingly, the average contract termination rate translates to under 20% for the same.

d. Placement Support

- i. TPA has to offer placement assistance to at least 40% of the apprentices upon completion of the apprenticeship training.
- ii. The performance evaluation will be held on a six-monthly basis in the first year and annually second year onwards. However, the Committee reserves the right to conduct special performance evaluation of any TPA, if needed. Participation and cooperation in such a review shall be binding on the empanelled organizations.
Based on above criteria, the TPAs will be evaluated and ranked accordingly.

6. TERMS AND CONDITIONS OF EMPANELMENT AS A TPA

- a. Organizations will be given provisional empanelment of 6 (Six) months. During this period the empaneled TPA has to generate a minimum of 100 contracts. In case of an Industry Association as a TPA, the industry association has to ensure at least 20% of all its industry members are enrolled as establishments on the apprenticeship portal within first six months of their provisional empanelment.
- b. Provisional empanelment will cease upon achieving the minimum contract criteria and such eligible TPAs will be awarded empanelment for next three years.
- c. TPAs which could not achieve the minimum mandate under provisional empanelment will not be eligible for future empanelment process.
- d. Empanelment renewal after three years will be based on the performance of the TPA as mentioned in point 5.
- e. The empanelled organizations are expected to maintain a high level of professional ethics and not act in any manner, which is detrimental to the interest of the Apprenticeship program / DSDE / State Governments or its allied departments/Central Government Departments/organizations like the DGT/ NSDC/SSDMs/MSDE.
- f. SAA will have right to remove any empanelled TPA who is unable to achieve the target or involved in any unethical activity. Such TPAs will be barred from applying again as a TPA.
- g. SAA can ask the TPAs to submit their plan for apprenticeship and present before the committee.
- h. SAA also reserves the right to modify the terms & conditions for empanelment of institutions / organizations from time to time and such modified terms shall be binding on the empanelled organizations.

7. RESPONSIBILITIES OF EMPLOYERS (in cases where it engages TPAs)

The following core activities under the Apprentices act will continue to be the responsibility of the employer even in cases where it engages the services of the TPA:

- a. Enter in to the contract of apprenticeship with apprentices.
- b. Ensure uploading of apprenticeship contract on portal.
- c. Ensure uploading of the syllabus with duration on portal.
- d. Arrange/provide of basic training of resher apprentice.
- e. Provide on-the-job training / practical training at the workplace to apprentice engaged.
- f. Payment of prescribed stipend to apprentices
- g. Payment of compensation in case personal injury is caused to an apprentice by an accident during training.
- h. Organizing assessment & certification at the end of the apprenticeship program
- i. Not to share the User ID and Password to the TPA / any other agency.
- j. Tie-up with a TPA fully understanding the above.

8. Do's and Don'ts for TPAs

I) Do's :

- a. Age of candidate should be less than 35years.If it is more than35, prior approval from MSDE is required.
- b. To match the demand of establishments for apprentices with the candidates desiring to undergo apprenticeship program.
- c. To mobilize and counsel candidates to undergo apprenticeship training.
- d. To assist the establishment in designing courses under the apprenticeship program only based on job roles available at the establishment.
- e. To upload contracts of apprenticeship on the apprenticeship portal on behalf of the establishment for registration by Apprenticeship Adviser.
- f. To upload the syllabus with duration of courses on behalf of the establishment approved by competent authority
- g. To furnish all the returns under the Apprentices act on the portal on behalf of the establishment.
- h. To submit reimbursement claims on behalf of establishment towards stipend paid to apprentices.
- i. Maximum effort in reaching out to MSMEs and on boarding them to portal
- j. To assist the establishment for the matter related to conduct assessment/examination and issue certificates to successful apprentices.
- k. Completion of contract is the responsibility of TPA.
- l. To impart training to apprentices and not to use them as an option to low price man power.

- m. TPA should ensure the issue of certificate to the apprentice on time and this process should be fast and hassle free.
- n. TPA should also keep record of terminated contracts
- o. TPA to ensure that placement assistance and support is provided to the apprentices upon completion of the apprenticeship.
- p. TPAs should provide handholding and support to the establishments regarding the online processes and procedures pertaining to the apprenticeship portal.

II) Don'ts

- a. TPA will not charge any money from apprentices. However, it may charge from the establishment for the services rendered.
- b. TPA must not involve in any fraudulent/unethical activities.
- c. TPA must not involve in any financial malpractices / promote corruption of any sort in apprenticeship program not to give any false information to any stakeholder in Apprenticeship Program (Establishment / MSDE / DGT / NSDC /SSDM/Candidate etc.)
- d. To not use candidate data available on Apprenticeship Portal(www.apprenticeshipindia.gov.in) for the purpose other than engaging them under Apprenticeship Program.
- e. TPA should not indulge in assisting the establishments in designing courses for which there is no job role available in the establishment.
- f. TPA must not generate contract on the portal without the consent of both parties, that is, Establishment and Candidate.
- g. TPA should not engage existing workers of the informal/formal enterprises under apprenticeships. Involvement in such practices, if found, will lead to de-empanelment and blacklisting of the TPA.
- h. Ensure Establishment DO NOT pay stipend in cash.

Annexure 1: Forwarding Letter

(Strictly on applicant's letter head)

Date:

To,
The State Apprenticeship Advisor
C/o Directorate of Skill Development &
Entrepreneurship
3rd Floor, Shram Shakti Bhavan,
Patto, Panaji, Goa- 403001

Dear Sir,

Sub: Eol published by SAA for empanelment as TPA for NAPS Scheme.

Please find enclosed Proposal in respect of the empanelment as TPA for NAPS in response to the Expression of Interest (Eol) Document issued by SAA.

We hereby confirm that:

1. The proposal is being submitted by (name of the agency who is the applicant, in accordance with the conditions stipulated in the EOI).
2. We have examined in detail and have understood the terms and conditions stipulated in the Eol Document issued by SAA and in any subsequent communication sent by SAA. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the Eol or in any of the subsequent communications from SAA.
3. The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the Eol, and is correct to the best of our knowledge and understanding.
4. We would be solely responsible for any errors or omissions in our Proposal. We acknowledge that SAA will be relying on the information provided in the Proposal and the documents accompanying such Proposal for empanelment of the applicant for the aforesaid programme, and we certify that all information provided in the application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such proposal are true copies of their respective originals.
5. We acknowledge the right of SAA to reject our proposal without assigning any reason or otherwise and hereby waive, to the fullest extent by applicable law, our right to challenge the same on any account whatsoever.

6. We satisfy the legal requirements and meet all the eligibility criteria as laid down in the EoI.
7. This Proposal is unconditional and we hereby undertake to abide by the terms and conditions of the EoI.
8. We have not directly or indirectly or through a agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. We have enclosed the processing fee payment receipt and EMD payment receipt with the proposal. The details are as under:-

	Amount in INR	Payment Receipt No.	Date of Payment
Processing Charges (Non-Refundable)	Rs. 5000/-		
EMD	Rs.25,000/-		

In witness thereof, we submit our proposal for the EoI published by SAA.

For and on behalf of:

Signature:

Name:

Designation:

(Company Seal)

(Authorized signatory)

Annexure 2: Format for Power of Attorney

(Required only if the Signatory to the Bid is not directly authorized by the Company Board, or Partners. Otherwise the Board Resolution/Partners Resolution would suffice)

Date:

To,
The State Apprenticeship Advisor
C/o Directorate of Skill Development & Entrepreneurship
3rdFloor, Shram Shakti Bhavan,
Patto Plaza, PanajiGoa- 403001

Dear Sir,

Sub: Eol published by SAA for empanelment as TPA under NAPS.

<Proposer's name>hereby authorizes **<Designated Representative's name>**to act as a representative of **<Proposer's name>**for the following activities vide its Board Resolution (and Power of Attorney if applicable) attached herewith.

To attend all meetings conducted by SAA and shall discuss, negotiate, finalize and sign any Proposal or agreement and contract with SAA related to Eol.

Yours faithfully,

<Signature and Name of appropriate authority of the Proposer>

<Signature and name of the Designated Representative of the Proposer for acceptance of this Power of Attorney>

For

<Name of Proposer>

Encl: Board resolution for Authorized signatory

Annexure 3: Format for Bank Guarantee for Performance Security

Date:

To,
The State Apprenticeship Advisor
C/o Directorate of Skill Development & Entrepreneurship
3rd Floor, Shram Shakti Bhavan,
Patto Plaza, PanajiGoa- 403001

Sub: Submission of Bank guarantee

This Deed of Guarantee made this day of 2023between Bank of : (Hereinafter called the "Bank") on the one part, and (Hereinafter called the Authority") of the other part.

Whereas authority has done employment as TPA under NAPS (Hereinafter called the Contract) to.....(Name of Training Provider) (Hereinafter called the Service Provider).

AND WHEREAS the Service Provider is bound by the said Contract to submit to the Authority a Performance Security for a total amount of Rs 50,000/- (Fifty Thousand only).

NOW, WE THE UNDERSIGNED(Name of Bank) do hereby unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs50,000/-(Rupees only) without any demur, merely on a demand in writing from the Authority stating that the amount claimed is due and payable by the Service Provider. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority (SAA) any money so demanded notwithstanding any dispute raised by the Service Provider in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.

- I. We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
- II. This Guarantee is valid for a period of 365 days from the date of signing. (The initial period for which this Guarantee will be valid must be for at least days/months longer than the anticipated expiry date of the Warranty period or Annual Maintenance Contract (as the case may be) as stated in the 'General Conditions of Contract'. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.
- III. At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the Service Provider or if the Service Provider fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority and at the cost of the Service Provider.
- IV. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Service Provider.
- V. The neglect or forbearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority for the payment hereof shall in no way relieve the Bank of their liability under this deed.
- VI. We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the Authority in writing. This Guarantee shall be valid up to and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Service Provider of its obligations under the Contract and/or as demanded by the Authority.
- VII. The expressions "the Authority", "the Bank" and "the Service Provider" hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the

..... day of 2023 being herewith duly authorized.

For and on behalf of the Bank

Signature of authorized Bank

official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered

For and on behalf of the Bank

by the above named

In the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

Annexure 4: Format for Self-Declaration

Format for Self - Declaration certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of INR 500)

Anti-Blacklisting Declaration

I M/s(Name of the Proposer), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Goa (GoM) / any other entity of GoI or blacklisted by any state government or central government / department / Local Government / Municipal Body/ Public Agency in India or from abroad either individually or as member of a Consortium as on the.....(Proposal submission Date).

We further confirm that we are aware that our Application for the captioned Project would be liable (or rejection in case any material misrepresentation is made or discovered with regard to the requirements of this EOI at any stage of the Bidding Process or thereafter during the agreement period. Dated this.....Day of.....2023

Name of the Proposer

Signature of the Authorized person

Name of the Authorized Person

Annexure 5: Profile of proposed team.

Photo	Name			
	Designation			
	Proposed Role			
	Date of Birth			
	Education:			
Employment Record	From	To	Company	Position Held
Brief Profile				
Detail of Work experience	Nature of work handled: From date to date:			
Languages	Language	Read	Write	Speak
Date: I, certify that to the best of my knowledge and belief, above details are true. I any wilful misstatement described herein may lead to disqualification or rejection Application Name and sign along with seal				