



## **CORRIGENDUM**

### **Clarification on Pre-Bid Queries and Modified RFP Document**

#### **RFP No. SCMS/STD/2024-25/02 (Modified)**

(Conducting Skill Gap Study 2025-30 & Developing Skill Plan for Indian Mining Sector)

RFP for conducting Skill Gap Study 2025-30 & Developing Skill Plan (2025-30) for Indian Mining Sector was published on 05.02.2025. The last date for submission of Pre-bid queries was 12.02.2025. Interested consultants had participated in the pre-bid meeting held on 15.02.2025 and had raised queries and sought clarifications on different provisions of RFP Document.

Now since, the decision has been taken on the pre-bid queries and after deliberations the RFP document has also been modified. Accordingly, the clarification and corrigendum on pre-bid queries is required to be uploaded. The clarifications on the pre-bid queries and the modified RFP Document are appended to this corrigendum as 'Appendix A' and 'Appendix B' respectively for information of all concerned and for submitting the proposals as per modified RFP Document (Appendix B) on or before 24.03.2025 upto 03:00 PM.

Chief Executive Officer  
Skill Council for Mining Sector

**APPENDIX - A**

Sr. No.	RFP Reference Page No. & Heading (Uploaded on 05.02.2025)	Existing RFP Clause	Queries/ Suggestions Received	Reply/ Clarification by SCMS
01.	Page No. 8 - Schedule for Invitation of RFP	Bid Submission Closing Date & Time: 10/03/2025 03:00 PM	Request for extension of the submission deadline to 24.03.2025/ by 2 weeks	Bid Submission Closing Date extended to 24 <sup>th</sup> March 2025, 03:00 PM. All events falling post earlier date also shifted accordingly. Please see Corrigendum to RFP.
02.	Page No. 28 - Evaluation Criteria for Technical Proposal: Part 1 - Bidder Agency Background	Experience of conducting Skill Gap Study Projects - No. of Skill Gap Study projects conducted during last 5 financial years (FYs 2019-24) counted from the date of Contract/ Work Order	Request for extension of the timeframe to FYs 2016-24/ 7 years	Period revised from 1 <sup>st</sup> April 2017 to 31 <sup>st</sup> January 2025.
03.	Page No. 28 - Evaluation Criteria for Technical Proposal: Part 1 - Bidder Agency Background	Relevant Geographical Coverage - No. of Indian states/UTs covered under Skill Gap Study projects conducted during the last 5 financial years (FYs 2019-24) counted from date of Contract/Work Order from the list attached as Annexure-1	May clarify whether the States covered in the Sectoral Skill Gap Study. For e.g. 10 States Covered in the skill gap study in the apparels sector will be considered as an experience or not?	Any sector (including non-mining) skill gap study conducted in the states listed in Annexure-1 shall be counted for the period 1 <sup>st</sup> April 2017 to 31 <sup>st</sup> January 2025, if on-ground survey includes responses of stakeholders from the state.
04.	Page No. 28 - Evaluation Criteria for Technical Proposal: Part 1 - Bidder Agency Background	Relevant Geographical Coverage - No. of Indian states/UTs covered under Skill Gap Study projects conducted during the last 5 financial years (FYs 2019-24) counted from date of Contract/Work Order from the list attached as Annexure-1	Self-Certification/CA Certificate for payment will be valid as a proof of Completion.	CA Certificate for complete payment received & work completed will be valid as a proof of Completion. Self- Certificate shall not be accepted.

05.	Page No. 12 - Qualification to the bid/ submitting proposal	Sub-letting is strictly not allowed in any form/ manner.	Request permission to engage a survey agency specifically for the ground data collection	No Change
06.	Page No. 15 - Creation of a model framework supported by an IT enabled mechanism	Transformation of finalized framework on an IT enabled mechanism with relevant software/program support for self-analysis and population of desired reports for the availability and future requirement of skilled/trained manpower.	Can we utilize Power BI dashboard for capturing data points and self-analysis.	Any robust user friendly universally accepted platform/ program may be developed/ used
07.	Page No. 13	Scope of Work – The study would cover all sub-sectors of mining, excluding Oil & Gas.	We understand that the study shall comprise of identification of skill gaps existing across the mining value chain starting from exploration till beneficiation and thereafter recycling of end - of life scraps or intermediary scraps produced. Kindly clarify.	Yes, it covers complete cycle.
08.	Page No. 19	Sampling - Mining Organizations/ OEMs/ Ancillary Org./ Urban Miners/ Recyclers – 1000 (Sample Size)	Suggested Sample Size: 50-75	Revised Sample size-600
09.	Page No. 20	Sampling - Government Departments – 50 (1 to 2 officials from each)	Suggested Sample Size: 10-15 government departments (1 to 2 officials from each)	No Change
10.	Page No. 20	Sampling - Educational Institutes – 100 institutions	Suggested Sample Size: 10-15 institutions	No Change
11.	Page No. 19	Sampling	Will SCMS facilitate undertaking the primary survey with the Government Departments/ PSUs/ Institutions?	Ministry of Mines and/or SCMS shall release authorization letter in the name of the finalized bidder for conducting the study and shall issue intimation letters about the study. However,

				networking and connecting responsibilities completely lie with the bidder.
12.	Page No. 28 - Evaluation Criteria for Technical Proposal: Part 1 - Bidder Agency Background	Relevant Geographical Coverage	Clause No. (1.3) may be merged with Clause No. (1.1) with a composite marks of 40.	No Change
13.	Page No. 29	Negotiations, Award of Contract – The contract will be awarded to the proposer with the lowest financial bid (L1)	Request for considering “Quality and Cost Based Selection (QCBS)” method for selection of the Consultant	No Change
14.	Page No. 31	IT Enabled Mechanism (Software/ Program) live and ready for use	Hardware/ any 3 <sup>rd</sup> party licensing/ any IPR related costs will be under the scope of SCMS or the selected consultant?	Any such mechanism shall be finally hosted on SCMS website. Till final transfers/linkage/hosting, all such incidental costs shall be borne by the final bidder say 1 <sup>st</sup> Year Costs.
15.	Page No. 31	Payment Milestones	Split Sl. No.4 payment clause into two parts – Draft and Final	No Change
16.	No Reference	General Comment on Anti-Bribery and Anti- Corruption	Anti-Bribery and Anti- Corruption clauses need to be inserted	Incorporated in Corrigendum to RFP
17.	Page No. 31	Payment Clauses	Request for including additional clause on use of GST Registration no. etc.	Incorporated in Corrigendum to RFP
18.	No Reference	General Comment on Limitation of Liability	Request to incorporate additional clause on Limitation of Liability to limit the liability of consultant	No Change
19.	No Reference	Economic and Trade Sanctions	Standard clause on Economic and Trade Sanction may be inserted	Separate declaration may be given to the successful bidder on submission of specific request.
20.	Page 15	Transformation of finalized framework on an IT enabled mechanism with	What are the specific functionalities expected from the IT-enabled	Functionalities expected: Proper data collection

		relevant software/program support for self-analysis and population of desired reports for the availability and future requirement of skilled/trained manpower.	mechanism (software/program/server requirements)?  Could you detail the features like data input methods, analysis capabilities, and report generation options?	form (with pre decided questionnaire), Login based corporate accounts, data downloading options with relevant charts/reports, etc.  Bidder to submit best suited strategy in 'Approach & Methodology' presentation.
21.	Page 18	"Sampling should cover the top 100 mining districts (based on royalty collection from mining activities). The sample size must constitute the representation of the population, all sections, all relevant govt. and private bodies/ industries and stakeholders under the study."	The sampling should include a representation of the top 100 districts based on royalty collection, but not necessarily all 100 districts. Could you please confirm if this interpretation is correct?	Sampling would be done on the basis of top 100 royalty collection districts of the nation. However, for state level study (listed in Annexure-1) shall cover any other relevant districts.
22.	Page No. 21	Project Timeline & Deliverables	Request for an extension of the project timeline to 9 months to incorporate for smooth implementation of the project	No Change
23.	Page No. 22	Cost of Preparation of Proposal & EMD	Requesting for the exact details or format for the submission of EMD and bank details for its return.	Incorporated in Corrigendum to RFP
24.	Page No. 26	Should have experience of conducting at least 3 skill gap study projects in India or abroad in last 5 financial years (FYs 2019-24) with a minimum value of Rs. 25 Lacs each taking into	Request if ongoing assignments and projects during the financial year 2024-25 could also be considered for meeting the eligibility criteria.	Ongoing Assignments shall not be considered. However, completed projects in the FY 2024-

		consideration from the date of Contract/ Work Order	Additionally, can skill demand studies be included under this criterion, given their relevance to skill gap studies?	25 till 31 <sup>st</sup> January 2025 shall be counted.  Skill Demand Studies shall be accepted as Skill Gap Studies
25.	Page No. 27	To be appointed as team leader of the project	Request that past experience in conducting skill gap studies specifically within the mining sector be considered for the role of team leader, alongside or in addition to the criteria of institutional strengthening, capacity building, research, or market study experience.	Incorporated in Corrigendum to RFP
26.	Page No. 28	Experience of Skill Gap Study Projects in Mining Sector	Request that projects conducted in the broader mining sector, not solely limited to skill gap studies be considered for evaluation.	No Change
27.	Page No. 28	Relevant Geographical Coverage	Request the complete relaxation of the scoring for this section	No Change



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APPENDIX - B



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**REQUEST FOR PROPOSAL  
FOR HIRING A PROFESSIONAL AGENCY FOR  
CONDUCTING SKILL GAP STUDY (2025-30)  
AND  
DEVELOPING SKILL PLAN (2025-30)  
FOR INDIAN MINING SECTOR**

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By  
**Skill Council for Mining Sector in collaboration with Ministry of Mines**



FEBRUARY 25, 2025

**SKILL COUNCIL FOR MINING SECTOR**

B-311, OKHLA INDUSTRIAL AREA, POCKET-B, PHASE-1, OKHLA, NEW DELHI-110020



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Request for Proposal for hiring professional agency for conducting **Skill Gap Study (2025-30)** and developing **Skill Plan (2025-30)** for the Indian Mining Sector

**RFP. No.: SCMS/STD/2024-25/02 (Modified)**



### **DISCLAIMER**

*The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the SCMS or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.*

*This RFP is not an agreement and is neither an offer nor invitation by the SCMS to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the SCMS in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the SCMS, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.*

*The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The SCMS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The SCMS, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.*

*The SCMS also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The SCMS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.*

*The issue of this RFP does not imply that the SCMS is bound to select a Bidder or to appoint the Selected Bidder or Supplier, as the case may be, for the Project and the SCMS reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.*

*The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the SCMS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the SCMS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.*



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Request for Proposal for hiring professional agency for conducting **Skill Gap Study (2025-30)** and developing **Skill Plan (2025-30)** for the Indian Mining Sector

**RFP. No.: SCMS/STD/2024-25/02 (Modified)**



## 1. Important Note for Bidders:

Bidding agencies are advised to study this RFP document carefully before submitting their proposal. 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.

Proposal must offer services for the total requirement. Proposals offering only part of the requirements will be rejected. The bidder is expected to examine all corresponding instructions, terms, eligibility criteria, evaluation criteria, evaluation process and other specifications in the RFP document. Failure to comply with the requirements will be at the bidder's risk and may affect to rejection/ evaluation of the proposal.

Amendments/ Corrigendum if any shall be communicated by publishing the same on SCMS and/or MoM websites [www.skillcms.in](http://www.skillcms.in); [www.mines.gov.in](http://www.mines.gov.in). Agency would be solely responsible for ensuring that any subsequent corrigendum/ addendum issued by the SCMS is also to be downloaded/ incorporated in the documents while preparing and submitting proposals.

The proposal must be prepared and submitted on or before the last date of submission, along with the requisite fee/EMD. **The fee for RFP document is Nil.** However, the bid submitted must be accompanied by the EMD mentioned in the RFP Document. Incomplete proposals, without EMD or those received after the specified time and date or not fulfilling the specified requirement shall not be considered.

The Bidder should note that if the information/ declaration/ scanned documents furnished in support of the RFP application/ proposal in respect of eligibility criteria, evaluation criteria etc. are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and rejection of proposal, cancellation/ termination of contract/ Agreement.

The proposals should be submitted in hard form and should consist of technical and financial bids. Proposals should be addressed to **“Chief Executive Officer, Skill Council for Mining Sector, FIMI House, B-311, Okhla Industrial Area, Phase-1, New Delhi-110020”**.

Chief Executive Officer  
Skill Council for Mining Sector



## 2. Glossary

Sr. No.	Abbreviation	Full Form
01.	CEO	Chief Executive Officer
02.	DMG	Department of Mines and Geology
03.	EMD	Earnest Money Deposit
04.	FIMI	Federation of Indian Mineral Industries
05.	GOI	Government of India
06.	HEMM	Heavy Earth Moving Machinery
07.	INR	Indian Rupee / legal tender currency of India
08.	IPR	Intellectual Property Right
09.	LLP	Limited Liability Partnership
10.	LMS	Learning Management Systems
11.	MC	Model Curriculum
12.	MOM	Ministry of Mines
13.	MSDE	Ministry of Skill Development & Entrepreneurship
14.	NCVET	National Council for Vocational Education & Training
15.	NOS	National Occupation Standards
16.	NQR	National Qualification Register
17.	NSDC	National Skill Development Corporation
18.	NSQF	National Skill Qualification Framework
19.	OEM	Original Equipment Manufacturer
20.	PEC	Project Evaluation Committee
21.	PPP	Public Private Partnership
22.	PSC	Project Steering Committee
23.	QF	Qualification File
24.	RFP	Request For Proposal
25.	SCMS	Skill Council for Mining Sector
26.	SSC	Sector Skill Council



### 3. Brief background of Ministry of Mines & Skill Council for Mining Sector

#### i. Ministry of Mines, Government of India

Ministry of Mines is responsible for survey, exploration and mining of all minerals, other than natural gas, petroleum, atomic minerals and coal. In the case of atomic minerals and coal, activities of the Ministry are limited to regional exploration. The Ministry is responsible for the administration of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) and rules made there under in respect of all mines and minerals other than coal, natural gas and petroleum.

The Ministry also administers the Offshore Areas Mineral (Development and Regulation) Act, 2002 and rules made there under.

#### ii. Skill Council for Mining Sector

Skill Council for Mining Sector (SCMS), promoted by FIMI, is registered under Section 8 of the Companies Act, 2013, and set up by National Skill Development Corporation (NSDC) under Ministry of Skill Development & Entrepreneurship (MSDE).

SCMS is an apex body to train and meet the requirement of skilled workforce for the mining industries on a sustained and evolving basis with the support of the industry. The core activity of SCMS is to formulate the National Occupational Standard (NOS) for different job roles aligned to National Skill Qualification Framework (NSQF) notified by Government of India, in December, 2013.

Ministry of Skill Development & Entrepreneurship (MSDE) in its notification dated 17<sup>th</sup> March, 2015 has authorized SCMS as a non-statutory certification agency. SCMS conducts training and up-skilling of workers on various job roles in the mining sector, through experts and its accredited training partners. SCMS, is recognized and regulated by NCVET as an 'Awarding Body'.

SCMS has carried out the occupational mapping across the mining sector. Mining sector comprises of four sub-sector, Exploration, Mining operations (Open cast & underground), Engineering & Support Services and Mineral Beneficiation. Highest Occupational engagement is in excavation, loading, hauling and mechanical services.

#### Key Objectives of Skill Council for Mining Sector

- ❖ To develop Qualification Files and National Occupational Standards aligned to needs of the mining industry based on Skill Gap Analysis & industry demands.
- ❖ To work closely with industry, stake holders and Government/statutory bodies
- ❖ To create a pool of certified trainers, assessors, and training providers across India
- ❖ To act as a catalyst to spread awareness about the potential employment opportunities and inclusive growth in the mining sector.



#### 4. Primary Objective of the Work

The Ministry of Mines and Skill Council for Mining Sector, jointly intend to develop a new Skill Plan for 2025-30 for the Mining Sector in India, basis the findings of a comprehensive skill gap study that covers all the leading mining organizations, all the mining clusters, top mining districts (in terms of royalty from mining activities) and covering most of the minerals across the nation, including but not limited to major minerals, critical minerals, strategic minerals, minor minerals & atomic minerals.

The study to also cover the National Critical Mineral Mission which is aimed at reinforcing India's Critical Mineral value chain across all stages – from exploration and mining to beneficiation, processing, and recovery from end-of-life products. This mission is designed to advance India's journey towards self-reliance in the raw materials essential for the nation's economic growth and the transition to a net-zero economy. The mission's goal is to ensure self-sufficiency in fulfilling the industrial demands for critical minerals.

The key objectives that this study aims to achieve are:

- District-wise assessment of available mining specific skills and the required skills
- To understand skill development ecosystem and the relevance of course curriculum in the current and future industrial scenarios
- To identify government schemes on skill development and their awareness and challenges among the various business entities
- To identify the startup potential and self-employment opportunities
- To assess & identify steps that can be taken to bridge current and future skill gap.
- To provide job role wise skill gap in districts selected under sampling
- To identify the requirement of jobs in emerging roles and areas
- To evaluate need & impact of online training & physical training in skill development

The study work shall include creation of a model framework supported by an IT enabled data collection & analyzing mechanism/ software/ program that requests and records the employment data from pre-identified mining organizations/ stakeholders at pre-defined time intervals in terms of the availability of skilled/ trained manpower (NSQF and non-NSQF, gender diversity), future skilled manpower requirements. The required data from the remaining stakeholders to be collected in the form of an on-ground survey/ questionnaire. Based on the total data/ information gathered during this skill gap study, the Skill Gap Report for 2025-30 and Skill Plan for 2025-30 are to be prepared.

Skill Gap Report shall cover the manpower demand, supply and gap projections for the period 2025-30 with added extrapolation to 2047, identifying the best practices in



the mining sector while the Skill Plan shall outline appropriate future strategies & action plans that may be adopted by stakeholders to address –

- i. Existing & future human resource requirements & related challenges in mining sector
- ii. Create potential employment opportunities in mining sector
- iii. Suggest a roadmap for the Indian mining companies and other government bodies/ departments to follow to train and certify the manpower, along with ways for integration with national framework(s).

The availability of skilled/ trained manpower is imperative to cater to the mineral demands of the nation in upcoming times. Mapping exercise must cover core mining as well as ancillaries associated, and factor in the expected changes/ disruptions expected going forward.

#### **Major Stakeholders of the study (as per Sampling Plan):**

- ❖ Related Ministries and Government Agencies including regulatory and other subsidiary bodies
- ❖ State & District Administrations
- ❖ Department of Mining & Geology (of targeted States)
- ❖ Academic Institutes, R&D institutes and their students
- ❖ Major Mining organizations for all sub-sectors including Urban Mining, Major & Minor minerals including critical, strategic, deep sea bed and atomic minerals, and geographies covering major mining states (including aspirational, LWE affected clusters/districts and geographically challenging areas)
- ❖ HEMM and other mining related Original Equipment Manufacturers (OEMs)
- ❖ Skill Council for Mining Sector and allied SSCs
- ❖ Project Implementing Agencies/ Training Providers in the Mining Sector
- ❖ Skill Development Trainers & Assessors
- ❖ Any other agency/institute/ body/ organization as per the need of the study





## 5. Schedule for Invitation of RFP

Sr. No.	Particulars	Details
01.	RFP No.	SCMS/STD/2024-25/02
02.	Name of the RFP	Skill Gap Study and Skill Plan (2025-30) for Indian Mining Sector
03.	RFP can be obtained from	Websites: <a href="http://www.mines.gov.in">www.mines.gov.in</a> ; <a href="http://www.skillcms.in">www.skillcms.in</a> Newspapers: The Economic Times
04.	Cost of RFP document	NIL
05.	Name and Address for submission of proposal	Chief Executive Officer, Skill Council for Mining Sector, FIMI House, B – 311, Okhla Industrial Area, Phase-1, New Delhi-110020
06.	Date of release of RFP	05.02.2025
07.	Mode of RFP Submission	Hard copy submission at the above address
08.	Bidding Type	Two bids system - Separate technical and financial bids
09.	Last date for submission of Pre-bid queries	12.02.2025, 5.00 PM to <a href="mailto:scms@skillcms.in">scms@skillcms.in</a> with subject line "Query-RFP for Skill Gap Study (2025-30)"
10.	Pre-bid Meeting	15.02.2025 at SCMS office at 3:00 PM IST (Hybrid Mode)
11.	Last Date for submission/ receipt of RFP	24.03.2025 up to 3:00 PM IST
12.	Technical Bid Opening Date	24.03.2025 at 3:30 PM IST
13.	Presentation by the bidders qualifying eligibility & Part-1 of Technical Evaluation Criteria	08.04.2025
14.	Opening of Financial Bids	11.04.2025 at 11.00 AM IST
15.	Award of contract	15.04.2025
16.	Proposal validity period	180 days from the last date of RFP submission
17.	Name of the Nodal Officer	Mr. Deepak Mishra, Head-Standards & Quality Assurance, Skill Council for Mining Sector, Phone:011-43520828,Extn-116, Email: <a href="mailto:scms@skillcms.in">scms@skillcms.in</a>

**Note:** SCMS reserves the right to suitably amend/ modify/ change any clause of this document and issue a corrigendum to this effect. Interested agencies may keep track of the corrigendum issued that will be published on SCMS and/or MoM websites [www.skillcms.in](http://www.skillcms.in); [www.mines.gov.in](http://www.mines.gov.in)



## 6. Request for Proposal (RFP)

**Project Title:** Request for proposal for hiring professional agency for conducting Skill Gap Study (2025-30) and developing Skill Plan (2025-30) for the Indian Mining Sector

**Date of Release:** 05.02.2025 , **Date of Corrigendum:** 25.02.2025

**Last Date of Submission:** 24.03.2025 Time: 3:00 PM (IST)

Skill Council for Mining Sector (SCMS) intends to finalize an agency, and enter into an MOU for providing the services as outlined in this document under scope of the work. SCMS looks forward for receiving proposals from interested bidders in accordance with Two-Bid System i.e. Technical & Financial proposals.

Please note, If SCMS receives less than three bids, SCMS may extend the bid submission date or decide to open the bid/s or cancel the RFP, as per the decision of the PEC. SCMS reserves the right to reject any or all proposals without assigning any reasons.

Proposal Evaluation Committee (PEC) established at SCMS for this purpose shall evaluate the responses to the RFP and all supporting documents / documentary evidences. Inability to submit requisite supporting documents / documentary evidence shall cause the proposal to be rejected. The decision of the PEC in response to the RFP will be final. No correspondence will be entertained in this context.

### 6.1 General Definitions & Instructions

#### 6.1.1 Definitions

- a) **“SCMS”** means Skill Council for Mining Sector having its registered office at New Delhi - 110020, including its successor and assignees or its representatives;
- b) **“Client”** means the implementing agency [Skill Council for Mining Sector (SCMS)] that signs the Contract for the Services with the selected Agency.
- c) **“Agency”** means a legally established professional firm or consultant or an entity or bidder that may provide the services to the client under the contract.
- d) **“Contract”** means a legally binding written agreement signed between the Client and the Agency.
- e) **“Services”** means the work to be performed by the selected agency pursuant to the contract.
- f) **“Governing Law”** or **“Applicable Laws”** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof





enacted, issued, or promulgated by any authority and applicable to either SCMS or to the Bidders

g) **“RFP”** means the Request for Proposal to be prepared by the client for the selection of agency.

h) **“Notice Inviting Tender” or “Bid document” or “RFP document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents”** means documents issued by SCMS vide RFP Document No. **SCMS/STD/2024-25/02** dated 05.02.2025 and **Corrigendum dated** 25.02.2025 for engagement of professional agencies to conduct the Skill Gap Study (2025-30) and develop Skill Plan (2025-30) and any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:

i. This Bid document;

ii. Any corrigendum/addendum and clarification to the Bid document issued by SCMS subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the contract shall include such corrigendum/ addendum

i) **“Bid”** means the documents submitted by a Bidder pursuant to this Bid document, including the Technical & Financial Bids along with any additional information/ clarifications required/ sought by SCMS and the Price Bid, submitted strictly in the formats provided by SCMS. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by SCMS

j) **“Bidder”** designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract / MOU/ Agreement with SCMS

k) **“Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;

l) **“Pre-bid Meeting”** means a meeting to be held for clarifications on RFP document as per the schedule indicated in the schedule for the RFP hereof;

m) **“Financial Year”** means the 12 months’ period from 1st April to 31st March corresponding to the audited annual accounts

n) **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

o) **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013.

p) **“EMD”** means the amount submitted by a Bidder to SCMS for participating in the Bidding Process

q) **Major Minerals, Critical Minerals & Strategic Minerals, Minor Minerals** shall be as per definitions of MMDR Act

r) **“Ancillary”** means services or organizations that do not have a direct role in sector output, but play a supporting role, perhaps offering related products and services.

s) **“Urban mining”** is the idea of extracting valuable materials from waste (e-waste and discarded appliances), much of which would otherwise go to landfill or incineration. This can include common metals as well as rarer but valuable elements.



### 6.1.2 Conflict of Interest

- i. The selected agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The selected agency and its affiliates shall not engage in any activities that conflict with the interest of the SCMS under the contract.
- ii. The agency is required to provide professional, objective, and impartial advice, always holding the client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- iii. The agency has an obligation to disclose to the client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the agency and/or the termination of its contract and/or blacklisting of the agency or all.

### 6.1.3 Corrupt and Fraudulent Practices

- i. It should be kept in mind that all actions towards award of contract and its implementation on the ground must be fair, consistent, transparent, and based on highest standard of ethics. Similarly, agencies associated in the procurement of works & consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:
- ii. Proposal for award may be rejected, if SCMS determines that the agency, recommended for award, and/or its employees, agents, key personnel have engaged in corrupt or fraudulent practices in competing for the contract in question.
- iii. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by the agency and/or its employees, agents, key personnel for getting the contract or during the execution of a contract.
- iv. Client will reject the proposal and may forfeit the EMD, if it is determined that the agency has engaged in corrupt & fraudulent practices in competing for, or, in executing the contract(s).
- v. An agency may be declared as ineligible, either indefinitely or for a stated period, to be awarded a contract, if SCMS, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the contract.

To above provision, the terms, "Corrupt Practice" and "Fraudulent Practice", mean following: "Corrupt Practice" means offering, giving, receiving, or soliciting anything of value to influence the action of SCMS's official(s) in the procurement process or in the



contract execution; and "Fraudulent Practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract and includes collusive practices among agencies (prior to or after proposal submission) designed to establish bid/ proposal prices at artificial, non-competitive levels and to deprive the client of the benefits of free and open competition.

#### 6.1.4 Qualification to the bid/ submitting proposal

- ❖ Bidders submitting the proposal must be a legal entity duly incorporated under the Indian law and in existence for at least five years in India
- ❖ Must have a Permanent Account Number (PAN) from Income Tax authorities.
- ❖ Following are allowed to participate in the bidding process:
  - i) Company (Private or Public), attach -
    - Certificate of Incorporation
    - Memorandum of Association and Articles of Association
  - ii) Registered Partnership Firm, attach -
    - Registration certificate
    - Deed of Partnership
  - iii) An LLP Firm, attach -
    - Certificate of Incorporation
    - LLP agreement
  - iv) Registered Society (Trust), attach -
    - Registration Certificate
- ❖ Bidding in the form of a Consortium/ Joint Venture (JV) is **NOT** allowed
- ❖ The bidder will be responsible for implementation of end-to-end scope of work given in this RFP. Sub-letting is strictly not allowed in any form/ manner.

#### 6.1.5 Resolution of Disputes

- a. If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract or regarding a question, including the questions as to whether the termination of the contract agreement by one party hereto has been legitimate, both parties hereto shall endeavor to settle such dispute amicably.
- b. Any dispute which is not resolved amicably within 30 days from the date of last written communication from either Party shall be referred to the mutually agreed independent sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"). The place of Arbitration shall be at Delhi only.
- c. Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding



arising out of or relative to the contract shall lie only in the Principal Court of Competent Civil Jurisdiction at Delhi only and no other court shall have the jurisdiction and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

The CONTRACT shall be governed by the laws of the Union of India.

#### **6.1.6 Force Majeure**

a. The selected agency shall not be liable for forfeiture of its EMD, Penalty, or Termination for default if and to the extent its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

b. "Force Majeure" shall mean any event or circumstance or combination of events or circumstances beyond the control of selected agency that is not foreseeable, is unavoidable, and its origin is not due to the negligence or lack of care on the part of the selected agency. Such events may include, but not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemic, or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party Invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

c. If a Force Majeure situation arises, the selected agency shall promptly notify the SCMS in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by SCMS, the selected agency shall continue to perform its obligations under the contract as far as reasonably practical.

d. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 30 days, either party at its option may terminate the contract without any financial repercussion on either side.

e. In case a Force Majeure situation occurs with SCMS, then SCMS may take the case with the selected agency on a similar basis.

#### **6.2 Scope of Work**

The study would cover all sub-sectors of mining, excluding Oil & Gas. For the purpose of the study, it should include the followings:

- ❖ Prospecting & Exploration (Including Comparative Rankings- Global, National, States and targeted districts)
- ❖ Reserve Estimation (Including Comparative Rankings- Global, National, States and targeted districts)
- ❖ Mineral Extraction (Fuel, Metallic/Non-metallic, Critical/Strategic, Atomic, Minor & Deep Sea Minerals)



- ❖ Associated Services (Environment, Health & Safety, Engineering and Allied services)
- ❖ Processing & Beneficiation (Primary ore processing) and Coal washeries
- ❖ Ancillary activities supporting mining (transportation, storage, etc.)
- ❖ Urban Mining
- ❖ Inputs from major stakeholders like Ministry of Mines, Ministry of Coal, Ministry of Steel, Ministry of Labour and Employment, major Govt. departments like IBM, GSI, DGMS, DMGs, Department of Atomic Energy (DAE), major industries and industry associations in coal, metal, cement, minor minerals, major educational and research institutes like CSIR-CIMFR, IIT-ISM Dhanbad, IIT-Kharagpur, NIRM, etc.
- ❖ Alignments/Reference with various National Missions/Policies related to mining and missions/policies that may affect employment in mining (like National Green Hydrogen Mission, India Semi-Conductor Mission, AI Mission, Solar Mission, etc).

The scope of work for the study shall include, but not necessarily be limited to, the following:

**a. Socio-economic Profile:** Detailed analysis of demographic and socio economic factors such as population, population growth trends, population density, urbanization, overall literacy, female literacy, healthcare indices, school education, higher/vocational education, dropout rates, domestic product, per capita income, labour force participation, worker participation rate, migration.

**b. Sectoral Focus:** The study should focus on analysing manpower skilling requirements both for manufacturing and service sectors from the perspective of district level high growth areas such as industrialization and technology, along with localized sectors that have potential at the district level. Government policies of related sectors may also be studied, especially related to mining, energy, steel, labour, etc. to understand thrust and growth targets for the sector.

**c. Opinion of Stakeholders:** Detailed interaction should be conducted with various stakeholders, such as Central Ministries/ Government Departments, State Ministries/ Government Departments, Industry Bodies, Industry Associations, Industry Partners, Academia, Training Providers, mining affected people, students, youth, and any other relevant stakeholder providing training, to understand their perspectives on aspirations, opportunities, training and employment.

**d. Manpower Supply-Demand Gap:** Manpower supply-demand gap would be the difference between the projected workforce participation and industrial manpower requirements, estimated till 2030.





**e. Skill Set Mapping:** Besides identifying the skills available in industry, demand for the existing job roles, the study would identify the traditional and emerging job roles which are not identified at Skill Council for Mining Sector (SCMS) job roles list. The recommendation will focus on understanding the manpower gaps in districts across the sub-sectors and ways to bridge the gap.

**f. Migration Issues:** Migration, internal and outside the geography, is one of the characteristics of new age Labour mobile economy. Within this context, it is important to identify and understand various migration patterns. The knowledge of this would be important to design suitable skill development opportunities and post-employment support to the migratory workers.

**g. Candidate aspiration mapping:** To understand the aspiration of the candidates belonging to rural in terms of expected remuneration, Job location, post-employment facilities and other suitable payments and perks; the agency/s should conduct aspiration mapping for the prospective candidates who may be enrolled under the SCMS projects.

The scope of work should cover the other following project components also:

#### **6.2.1 Creation of a model framework supported by an IT enabled mechanism**

- Identification of data points and information areas required for study, including analyzing best suited frequency for capturing the information.
- Transformation of finalized framework on an IT enabled mechanism with relevant software/program support for self-analysis and population of desired reports for the availability and future requirement of skilled/trained manpower.
- Data Standardization- Ensure survey data is captured and stored in standard files (for example- SPSS / STATA) for structured analysis.
- Any other IT based requirement that is incidental to this study.

#### **6.2.2 Current Industry Overview and Labour Market Trends**

- Key guiding framework, broad level sectoral definitions and industry standards outlining coverage of the study
- Geographic & economic overview, competitiveness and mining industry trends
- Regulatory Environment – Key Institutions, Acts and Policy level initiatives
- Labour market patterns - Employment, Geographical distribution, migration, Demographic & Workforce characteristics (gender, education, occupation etc.). Status of employment in mining & non-ferrous metal sector.
- Key skill development initiatives – Central/ state govt., Public/ private sector organizations and their effectiveness
- Skill Mismatches and wages- Wage premiums and deficits



- g. Regulatory training infrastructure/framework and their effectiveness
- h. Impacts of AI, automation, mechanization and digitalization on jobs.
- i. Projects and investments anticipated upto 2030 and their effect on the Labour market/ skilling requirement.

### **6.2.3 Situational Analysis for critical success factors in bridging the skill gap**

- a. Educational infrastructure (related to mining) – capacity, quality, geographical distribution and challenges
- b. Evaluate the employability of educational institutes pass outs and their alignment with industry needs.
- c. Assessment and Certification (NSQF and non-NSQF) – capacity, key organizations, occupation and challenges
- d. Overseas employment opportunities– geography, occupations, certifications, competency standards, key employers, including challenges in Skills Migration from India to other prospective nations
- e. Standard operating procedure for ensuring relevance of qualification files
- f. Future Occupations anticipated in Mining Sector with rapid changes in technology
- g. Existing mechanism to encourage training providers for mining specific occupations
- h. Assessment of new age skills required for critical and strategic minerals, training budget requirement and infrastructure needs.
- i. Assessment of current policies and regulatory framework for the skilling and training in the sector
- j. Skill Requirements for recycling.

### **6.2.4 Study the potential of employment and skilling needs of ancillary sectors that can be directly attributed to mines/ related activities”**

- a. Enlisting of all ancillary sector/s in mining, organizations and job roles/occupations in the ancillary sector/s.
- b. Factors (directly or indirectly) influencing the human resource demand and supply aspects in the ancillary sectors.
- c. Outline the key geographical clusters where employment generation in ancillary sector is primarily through mining operations
- d. Assess potential of employment in ancillary sectors that arise due to mines/ related activities
- e. Identify the skilling needs in ancillary sectors influenced through mines/ related activities

### **6.2.5 Study key Major & Minor Minerals including Critical/Strategic Minerals, Atomic Minerals, Deep Sea Minerals and Urban Mining scenario in India**



- a. Policy & regulations – National and State
- b. Industry overview – Major clusters and districts, Production, Key organizations etc.
- c. Current skilling scenarios & requirements - Geography, Occupations, Skilling Initiatives, Skill level requirements, training and certification provisions, alignment with NSQF.
- d. Employment profile – Size, Demographic & Workforce characteristics, Occupations
- e. Current status, framework and future impact of National Critical Minerals Mission in context with -
  - Strategies to incentivize domestic exploration and production of Critical Minerals
  - Acquisition of Critical Mineral assets abroad
  - Research and development needs
  - Skilling requirements
  - Production-linked incentives for Critical Minerals recycling/ Urban Mining

#### **6.2.6 Ascertain Human Resource and skill requirement forecast over a period of 2025-30**

- a. Forecast to be developed keeping two scenarios – Conservative (e.g. considering current trends and as-is state) and Expansionary Views (e.g. any policy/ regulatory shift, enabling positive/adverse implications on the mining sector)
- b. Human resource demand forecast with actionable insights– sub-sector wise, organised and unorganized, education and experience levels (i.e. NSQF levels), geography, primary (directly linked to mining) and ancillary sectors, key occupation/ Job roles
- c. Human resource supply forecast - education and experience levels (i.e. NSQF levels), primary and ancillary sectors
- d. Hiring requirement forecast for Indian Mining sector – primary and ancillary sectors, key organization specific (if available)
- e. Identify mismatches between current workforce skills and employer requirements.
- f. Skilled workforce requirements for critical & strategic minerals
- g. Identify future skills needed due to digitalization, automation and global competition.

#### **6.2.7 Developing 'Skill Plan (2025-30)', with Strategic roadmap, action plans, and recommendations**

- a. Identify and prioritize the top challenges/ problem areas emerged from findings of each of the project components like Structural Barriers (Infrastructure, Policy Limitations, etc.), Financial Barriers (Cost of Training, etc.), Institutional Challenges (Lack of Training Institutions), Employment Barrier (Low Participation rates, high attrition rates, lack of attractiveness).





- b. Conduct key stakeholder consultation and expert interviews for preparing the roadmap to address the key challenges/ problem areas
- c. Develop stakeholder category-wise 6-year action plan outlining approach to implement roadmap (like GoI/central ministries, state, districts, mining organizations, NSDC/NCVET/SSC/SSDMs, Academia, etc.)
- d. Suggest key policy and regulatory changes, amendments, collaborations, etc. required or which could be favorable.
- e. Strategy for developing future ready workforce in alignment with major National Missions/Policies.
- f. Suggest suitable interventions / recommendations to address the skill gaps.
- g. Sub-Sector-wise skill gaps - demand vs. supply (qualitative and quantitative).
- h. List out in-demand job roles sub-sector wise including NSQF levels.
- i. Changes required for training as per the industry expectations with respect to infrastructure and training methodology.
- j. Need for developing or upgrading available educational/ training infrastructure and other training inputs such as tools & equipment, curriculum, teaching/ training methodology etc. keeping in mind the futuristic skills requirements both for existing skilling courses and recommended courses.
- k. Recommendation regarding skill development & support for migratory workers/ Skill Export.
- l. Roadmap/Framework for setting up CoEs for critical minerals sector
- m. Any other aspects that are incidental to this study

### 6.3 Sampling

Agency would be required to do sampling indicating youth, employer, industry associations, training services providers, government departments, Labour, and skill development department, educational (both Technical and Higher) department, institutions such as ITI's, Polytechnics, Engineering Colleges, Universities in both Government and Private categories in the form of qualitative, quantitative, focus group discussions and detailed interview forms.

Sampling should cover the top 100 mining districts (based on royalty collection from mining activities). The sample size must constitute the representation of the population, all sections, all relevant govt. and private bodies/ industries and stakeholders under the study.

Quantitative survey should be core of the study and assess the magnitude on study indicators. This should be conducted using the structured questionnaire, which also covers challenges in the mining sector. The expected outcomes of the study should include suggestions on various training and skilling challenges in the mining sector. Some of them are mentioned as below –



- a)** As Industry 4.0 technologies are slowly making their way in the Indian mining sector, little impetus is laid on equipping the workforce with skills as per expected technological advancements
- b)** Education and vocational institutions lack soft-skills modules
- c)** Facilities for practical sessions in most of the Engineering Colleges, Polytechnics and Industrial Training Institutes lack relevance to current and future industry needs
- d)** Apart from few PSUs and a few large employers, the industry lack specialized institutions/ programs for continuous professional development
- e)** Non-standardized and unavailability of proper training programs for job roles in minor minerals (unorganized sector) and ancillary activities
- f)** Majority of the existing workforce, especially in unorganized sector and ancillary activities have not undergone any form of formal training and certification in their field of operation; it is either hereditary learning or training under the supervision of the seniors. Such workers are unable to get certified for their On-the-Job experience, and this hinders their career progression
- g)** Limited courses offered by ITIs for the mining industry
- h)** Currently, there aren't any mining relevant trades that are being taught as part of vocational education in schools
- i)** Transnational standards required for better employability of manpower overseas
- j)** Lack of NSQF (and NCrF) aligned training and certification under the VTC ecosystem in the mining industry, as standard.
- k)** Lack of dedicated/centralized/zonal Center of Excellences in the mining sector in India.

The sample size\* for quantitative survey should be able to provide district, state level estimates along with all India estimates.

To get a fair and proportionate participation of all the above-mentioned stakeholders, a broad categorization, and an indicative sample size (number/ unit) has been defined against each of them. The Quantitative Survey's sample size should comply with the pre-defined numbers given below under the 4 categories, namely –

Broad Categories	Sample Size (Nos.)	Definitions
Mining Organizations/ OEMs/ Ancillary Org./Urban Miners/ Recyclers	600	It should comprise of micro, small, medium, and large category of industries. This should also comprise of service-based industries, industry associations, etc.
Mining Personnel and workmen	250	Including various levels of executive and non-executive workforce
Youth	200	The youth participation shall include youth (preferably in the



		age group of 15 to 35 years) from rural, urban, and semi urban areas, both literate and illiterate, in all forms of gender, and from both schools & colleges.
Government Departments	50 1 to 2 officials from each	Government departments would include participation of officials from across levels from the district offices and shall comprise of officials from Ministry of Mines, Ministry of Coal, Ministry of Skill Development and Entrepreneurship, Ministry of Labour and Employment, DGMS, DAE, DGMS, IBM, NSDC, NCVET, DGT, AICTE, UGC, SSCs, etc.
Educational Institutes	100 Institutions	The educational institutions should comprise of ITI's, Polytechnics, Skill Training Institutes, Skill Universities, Vocational Training Institutes, Engineering Colleges and Research Institutes, Secondary & Senior Secondary schools and Universities in both Government and Private categories spread across rural, urban, and semi urban areas across the mining states.

\*The actual sample size, coverage, selection process and sampling technologies are to be decided in consultation with the Ministry of Mines & SCMS.

#### 6.4 Project Timeline & Deliverables

Time schedule for important deliverables to be submitted to SCMS, are given below:

Sr.	Timeline	Deliverables
1	T+1 months	<ul style="list-style-type: none"> <li>Kick-off stakeholder workshops to finalize boundaries of study</li> <li>Creation of a model framework supported by an IT enabled mechanism</li> </ul>
2	T+4 months	<ul style="list-style-type: none"> <li>Current Industry Overview and Labour Market Trends</li> <li>Situational Analysis for critical success factors in bridging the skill gap</li> <li>Study the potential of employment and skilling needs of ancillary sectors that can be directly attributed to mines/ related activities"</li> <li>Study key Major &amp; Minor Minerals including Critical/Strategic Minerals, Atomic Minerals, Deep Sea Minerals and Urban Mining scenario in India</li> </ul>
3	T+5 months	<ul style="list-style-type: none"> <li>Ascertain Human Resource and skill requirement forecast over a period of 2025-30</li> <li>Developing 'Skill Plan (2025-30)', with Strategic roadmap, action plans, and recommendations</li> </ul>
4	T+6 months	<ul style="list-style-type: none"> <li>Approval from Project Steering Committee (PSC)</li> <li>Final Report Submission with related deliverables</li> </ul>
*T: Project Start Date.		

#### 6.5 Preparation of Proposals



### 6.5.1 General Considerations

In preparing the proposal, the agency is expected to examine the RFP in detail. Any sort of deficiencies in providing the information requested in the RFP may result in rejection of the proposal.

### 6.5.2 Cost of Preparation of Proposal & EMD

- i. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SCMS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and SCMS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- ii. The SCMS is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the agency.
- iii. RFP document fee is not applicable. However, the bidder agency shall submit an **EMD of Rs. 5,00,000/- (Rs. Five Lakhs)** in the form of a Demand Draft in favor of **“Skill Council for Mining Sector”** payable at **New Delhi** along with the RFP document.
- iv. The EMD of the technically disqualified bidders shall be returned after declaration of the technically qualified Bidder/s. The EMD of other unsuccessful bidders shall be refunded after signing of the contract with the Successful Bidder. The return of the EMD shall be in the form of bank transfer/ same Demand Draft by post or by hand to the authorized person without any interest payable.
- v. The EMD for the agency to whom the contract would be awarded shall be retained with SCMS till completion of the work and shall be returned without interest along with last payment under the contract payment terms, unless forfeited as a genuine pre-estimated compensation and damages payable to SCMS for, inter alia, the time, cost and effort of SCMS without prejudice to any other right or remedy that may be available to SCMS hereunder, or otherwise, under the following conditions:
  - a. if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
  - b. if the Preferred Bidder fails to acknowledge and return to SCMS a signed copy of the contract/ Agreement within the timeframe allowed by SCMS



- c. If the Bidder has otherwise committed any breach of the terms of this Bid document;
- d. in case Preferred Bidder, does not comply with the requirements of the Price Bid
- e. in case the Technical Bid contains any information on the Price Bid of the Bidder
- f. When the selected agency fails to commence the services or fails to provide deliverables after partially executing the contract / services.
- g. In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.

### 6.5.3 Language

The Proposal, as well as all correspondence and documents relating to the proposal exchanged between the Agency & Client, shall be written in ENGLISH Language only.

### 6.5.4 Documents comprising the Proposal

In order to facilitate evaluation by the SCMS PEC and to ensure each proposal receives full consideration, proposals should be accompanied by documents listed below:

1. **EMD** – Demand Draft (along with bank account details on letter head for return) as mentioned in RFP / Bank transaction details (To be put in the main envelope) for transfers to below SCMS account: A/C Holder Name: Skill Council for Mining Sector, Bank A/C No: 65182865951, IFSC Code No: SBIN0014461
2. **Technical Proposal** with Table of Contents, Executive Summary, about bidder, management, team, geographical presence (Spread and Reach - details of office / operations across States / regions) etc. and
  - a. Agency Profile as per format
  - b. Attach relevant experience of the bidder in project execution as per format
  - c. **A descriptive note on Approach, Methodology, and Work Plan** for performing the assignment as per your understanding of Deliverables - This section should demonstrate the Bidder's responsiveness to meet or exceed the specifications, given by SCMS. Bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, the Bidder should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following sections -
    - **Understanding of Scope, Objectives and Completeness of response** - Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the RFP here.
    - **Description of Approach:**
      - ❖ Execution Plan.





❖ Proposed Framework and Strategy.

➤ **Methodology to be adopted:** Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- ❖ Detail research design including sample design and estimation procedure.
- ❖ Field Process and Protocol control
- ❖ Suggestive tools for data collection including IT enabled mechanism details
- ❖ Analysis of field data and preparation of reports
- ❖ Any other requirement to achieve the scope of work of the study

➤ **Staffing and Study Management Plan:** The Bidder should propose and justify the structure and composition of the proposed team and should enlist the main activities under the assignment in respect of the Key Staff members responsible for it. Attach profiles of each member.

Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

d. Bidder's proposed timelines for the execution of the project.

### 3. Financial Proposal

#### Document Checklist -

Sr. No.	Qualification Requirement	Complied	Documents
01.	Proof of Payment of EMD - Demand Draft Bank details for EMD return on letter head		
02.	Technical Proposal -		
i	Tech-I: Technical Proposal Submission Form		
ii	Tech-IIA: Agency Profile format & other details like Table of Contents, Executive Summary, about bidder, management, team, geographical presence recognition & awards etc.		
iii	Tech-IIB Relevant experience format & supporting documents of meeting Eligibility, Technical & Financial criteria		
iv	Tech-III Format on Project Understanding, Approach & Methodology and Work Plan with a descriptive note on same		
v	Bidder's proposed timelines document		



vi	Incorporation related documents		
vii	Tax related documents (PAN, GSTIN)		
viii	Correctness of Information provided (GEN-I)		
ix	Declaration of Not being Blacklisted (GEN-II)		
x	Power of Attorney (GEN-III)		
xi	Signed copy of check list with seal		
03.	Financial Proposal (FIN-I)		

### 6.5.5 Only One Proposal

The agency shall submit only one proposal in its own name. Any proposal submitted as part of a consortium or joint venture shall be disqualified and rejected. This also precludes Agency's staff from participating as Key Personnel in more than one proposal.

### 6.5.6 Proposal Validity

The schedule of RFP indicates the period during which the Agency's Proposal must remain valid after the Proposal submission deadline. During this period, the agency shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates, and the total price.

Any bid with a shorter validity period/no mention of validity shall be rejected by SCMS. Under exceptional circumstances, SCMS may in writing request the bidders to extend the bid validity period of their bids. In case the bidder refuses the request of SCMS to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

## 6.6 Submission, Opening and Evaluation

### 6.6.1. Submission of Proposal

- The agency shall submit a signed and complete proposal comprising of the documents and forms as mentioned in the RFP.
- An authorized representative of the agency shall sign the original submission documents in the required format. Attach Power of Attorney (as per the format given in forms) in favor of the Authorized Signatory of the Bidder.
- Any overwriting shall be valid only if they are signed or initialed by the same authorized person signing the proposal.
- Proposals must be received at the address specified, on or before the last date and time as mentioned in the schedule for RFP.
- Any proposal received by the SCMS after the above deadline shall be rejected and returned unopened to the bidder.



- f. The bids submitted by fax / e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- g. SCMS shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained.
- h. All the communications to SCMS including the proposal and the bid documents shall be signed on each page by the authorized representative of the bidder and authority letter should be attached with the bid.
- i. The technical proposal and the financial bid should be submitted in two separate envelopes. The first inner envelope shall contain the technical information in 2 hard copies duly marked "Original" and "Copy" and one soft copy in pdf form in the pen drive
- j. All pages of the proposal must be sequentially numbered and shall be initialed by the Authorized Representative of the bidder.
- k. The technical part of the Proposal should not contain any pricing information whatsoever on the services offered.
- l. Pricing information shall be separated and only contained in the Financial Bid.
- m. Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.
- n. All prices shall be quoted in Indian Rupees (INR).
- o. Proposals shall remain valid for One Hundred and Eighty (180) days after the date of proposal submission. A Bidder will not be allowed to modify its proposal post submission of the bid.
- p. The Bidder shall seal the Proposal in one outer and two inner envelopes as detailed along with EMD. The outer envelope shall be addressed to:

Chief Executive Officer,  
Skill Council for Mining Sector,  
FIMI House, B – 311, Okhla Industrial Area, Phase – 1,  
New Delhi – 110020

Marked Clearly:

**Proposal for - "Skill Gap Study (2025-30) and Skill Plan (2025-30) for the Indian Mining Sector"**

- q. Both inner envelopes shall indicate the name and address of the Bidder
- r. The outer envelope shall indicate the name and address of the bidder to enable the proposal to be returned unopened in case it is declared "late".
- s. The Bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the SCMS prior to the deadline prescribed for submission of Proposals.

**6.6.2. Confidentiality**





a. From the time the proposals are opened to the time the contract is awarded, the agency should not contact the client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of proposals and award recommendations shall not be disclosed to the agencies who submitted the proposals or to any other party not officially concerned with the process, until the publication of the contract award information.

b. Any attempt by shortlisted agencies or anyone on behalf of the agency to influence improperly the client in the evaluation of the proposals or contract award decisions may result in the rejection of its proposal.

c. Notwithstanding the above provisions, from the time of the proposals' opening to the time of contract award publication, if an agency wishes to contact the client on any matter related to the selection process, it should do so only in writing at [scms@skillcms.in](mailto:scms@skillcms.in)

d. Agency shall not disclose or share any data/information gathering during the course of the study and all data/information generated of the above said study will be the exclusive property of the Ministry of Mines.

### **6.6.3. Opening of Technical Proposal**

Opening of Proposals: All the proposals received till the due date and time shall be opened by the Skill Council for Mining Sector (SCMS) as indicated in the Schedule for Invitation of RFP.

### **6.6.4. Evaluation of Technical Proposal**

#### **Eligibility criteria for participation (All mandatory)**

The PEC shall first validate the eligibility of the bidders' basis the below mentioned Eligibility Criteria applicable to all bidders –

1. Should have experience of conducting at least 3 skill gap study projects in India or abroad in last 5 financial years (FYs 2019-24) with a minimum value of Rs. 25 Lacs each taking into consideration from the date of Contract/ Work Order. The value of the contracts or work orders or agreements to be considered shall be exclusive of all taxes and duties. Enclose Self-attested copies of -

- i. Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and
- ii. Completion certificate from their clients/employers/ contractor regarding successful completion of the services. In case value of the contract is not mentioned in the contract



or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employers OR In case, the bidder fails to avail the completion certificate from their client/ employer, the proof of completion duly certified by its Statutory Auditor shall be submitted.

2. Should have an average annual turnover more than Rs. 100 Crores for the last 3 financial years (FYs 2021-24) with positive net worth in all 3 years.

Enclose Copies of audited financial statements & Solvency certificate issued by any Nationalised / Scheduled Commercial Bank.

3. Should have at least one profile each on roll (as on date of advertisement) with following qualification and experience –

3.1. To be appointed as team leader of the project

- a. Minimum Post Graduate in Management
- b. Minimum 10 years of experience in Institutional strengthening and capacity building / research / market study preferably in mining & metal sector and other leadership roles

3.2. To be part of the team: A Mining Expert with minimum 5 years of experience

Attach CVs of the proposed profiles along with proof of employment with bidder.

Any non-eligible bidder shall be rejected and shall not be evaluated for further processes. Any questions regarding the RFP must be sent by e-mail to SCMS at [scms@skillcms.in](mailto:scms@skillcms.in). Post validating eligibility criteria the PEC shall evaluate the complete Technical Proposal of eligible bidders considering -

a. The agency is not permitted to alter or modify its proposal in any way after the proposal submission deadline. While evaluating the proposals, the client will conduct the evaluation solely based on the submitted Technical and Financial Proposals.

b. The PEC shall evaluate the Technical Proposals based on their responsiveness to the terms, applying the evaluation criteria, sub-criteria, and point system specified in the Evaluation Criteria. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP.

c. SCMS will determine whether the technical details along with documents furnished for services are quoted as per requirement/ schedule/ annexures given in this RFP. To assist in the examination, evaluation and comparison of Proposals, SCMS may at its discretion, ask the Bidder for clarification / seek information on the Proposal.



d. The evaluation will involve scoring each component of the proposal as per Evaluation Criteria so that each proposal will be assigned an overall score. A two-stage evaluation criteria will be adopted for evaluating the technical proposal submitted. The agencies scoring 40 marks or more in Part-1 of the Evaluation Criteria will be asked to make a detailed presentation for Part-2 evaluation that is on 'Approach & Methodology' followed by a question-answer session. The agencies scoring 60 marks or more in total for Part-1 & Part-2, of the obtainable score of 100 marks, shall only be eligible for Financial bid opening.

e. The method of Technical Evaluation will on the basis of its meeting the Evaluation Parameters mentioned in "Evaluation Criteria for Technical Proposal" as below:

Sl.	Evaluation Criteria for Technical Proposal: 100 marks	Marks
1	<b>Part 1 – Bidder Agency Background</b>	<b>70</b>
1.1	<b>Experience of conducting Skill Gap Study Projects</b> No. of Skill Gap Study projects conducted between 1 <sup>st</sup> April 2017 and 31 <sup>st</sup> January 2025 counted from the date of Contract/ Work Order <i>Measure: For 3 projects – 20 Marks.</i> <i>For every additional project 2 mark with a maximum of total 30 marks</i> Evidences/Documents – Copy of Contracts/ Work Orders & Completion Proofs (CA certificate accepted)	30
1.2	<b>Experience of Skill Gap Study Projects in Mining Sector</b> No. of Skill Gap Study projects conducted in the Indian Mining Sector between 1 <sup>st</sup> April 2017 and 31 <sup>st</sup> January 2025 counted from the date of Contract/ Work Order <i>Measure: For one project – 10 Marks.</i> <i>For every additional project 2 marks with a maximum of total 20 marks</i> Evidences/Documents – Copy of Contracts/ Work Orders & Completion Proofs (CA certificate accepted)	20
1.3	<b>Relevant Geographical Coverage</b> No. of Indian states/UTs covered under Skill Gap Study projects conducted between 1 <sup>st</sup> April 2017 and 31 <sup>st</sup> January 2025 counted from date of Contract/Work Order from the list attached as <b>Annexure-1</b> <i>Measure: For one state/UT – 5 Marks.</i> <i>For every additional state/UT 1 mark with a maximum of total 10 marks</i> Evidences/Documents – Copy of Contracts/ Work Orders & Completion Proofs (CA certificate accepted)	10
1.4	<b>Financial Strength</b> Average turnover: Last 3 financial years (FYs 2021-24) <i>Measure: &gt;1000 crores-10 Marks, &gt;500 crores-8 Marks, &gt;100 crores-5 marks</i> Evidences/Docs. – Audited financial statements & Solvency certificate	10
2	<b>Part 2 - Approach and Methodology</b>	<b>30</b>



2.1	<p><b>Approach and Methodology</b></p> <p>i. Project Understanding, Approach, Methodology, Sampling plan, Mineral and Geographical coverage - <b>5 Marks</b></p> <p>ii. Model of IT enabled mechanism (platform, features, etc.) - <b>5 Marks</b></p> <p>iii. On ground execution plan, questionnaires, support required, communications strategies, Innovation for assignment - <b>4 Marks</b></p> <p>iv. Secondary data research and related deliverables - <b>3 Marks</b></p> <p>v. Data collection &amp; analysis, inferential techniques &amp; reports – <b>3 Marks</b></p>	20	
2.2	<p><b>Team Composition</b></p> <p>Proposed team, their experience, involvement stage/period, engagement type (Fulltime or shared resource, Regular or contractual)</p>	10	
Total			<b>100</b>

#### 6.6.5. Financial Bid:

Financial bid shall be opened on the date and time as specified in schedule of RFP for the bidders who qualify the technical evaluation by scoring 60 or more marks. A fixed one-point price/cost to be quoted for the complete scope of work as mentioned in this document.

Overall Price quoted should be inclusive of fees towards complete scope of work, all taxes, duties, levies, license fees, service tax including out of pocket expenses such as lodging, boarding, travel expenses incurred for the execution of the contract. However, the bidder should clearly indicate the tax components in the financial bid as per prescribed form.

In case of upward revision to duties and taxes the Bidder will be responsible to incur the additional cost.

#### 6.7 Negotiations, Award of Contract

The contract will be awarded to the Proposer with lowest financial bid (L1). However, if two or more bidders quote the same lowest price, SCMS will seek revised quotes from such bidders and place order to the new L-1 bidder. If the same situation persists, the order shall be placed to the bidder with higher technical score.

In case SCMS feels that the L1 quoted price is considerably high, SCMS shall enter into further negotiations with the L1 bidder. Moreover, if no conclusive agreement is reached with L1, SCMS may choose to negotiate with next higher bidders. This condition shall be binding and applicable to all the bidders.



Before expiry of the period of proposal validity, SCMS will notify the successful agency with a request to sign the contract. Within 7 working days of receipt of the communication, the successful agency shall sign the contract and return it to the CEO, SCMS. The EMD of the successful bidder will be returned after completion of the work, without any interest payable.

## **6.8 Termination Clauses**

### **6.8.1. Termination by SCMS**

SCMS may terminate the contract, by giving not less than 15 days' written notice to the agency after the occurrence of any of the following events:

- a. The agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within fifteen 15 days of receipt of such notice of suspension or within such further period as SCMS may have subsequently granted in writing; or
- b. The agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; or
- c. If the selected agency fails to perform the tasks as per the satisfaction of SCMS. In such cases, the decision of Project Steering Committee (PSC) of SCMS shall be final and binding on the agency; or
- d. The agency fails to comply with any final decision reached because of arbitration proceedings; or
- e. The agency submits to SCMS a statement which has a material effect on the rights, obligations, or interests of SCMS and which the agency knows to be false; or
- f. Any document, information, data, or statement submitted by the agency in its proposal, based on which it was considered eligible or successful, is found to be false, incorrect, or misleading; or
- g. As the result of Force Majeure, the agency is unable to perform a material portion of the services for a period of not less than fifteen 15 days.
- h. Any damage caused to the reputation of SCMS due to any mismanagement in handling or execution of the activity by the agency.

### **6.8.2. Termination by Agency**

The agency may terminate the contract, by giving not less than 1 month's written notice to the SCMS after the occurrence of any of the following events:

- a. SCMS is in material breach of its obligations pursuant to the contract and has not



remedied the same within 60 (sixty) days (or such longer period as the agency may have subsequently agreed in writing) following the receipt and acceptance by SCMS of the agency's notice specifying such breach; or

**b.** As the result of Force Majeure, the agency is unable to perform a material portion of the services; or

**c.** SCMS fails to comply with any final decision reached because of arbitration.

If the Agency terminates the contract in whole or in part, the amount of EMD will be fully forfeited (except under Force Majeure).

### 6.9 Payment Clauses

**6.9.1.** The contract signed with the successful bidder will be a fixed price contract.

**6.9.2.** In consideration of the contractor satisfactorily completing all of its obligations under this contract, the contractor shall be paid a firm price based on deliverables.

**6.9.3.** Payments shall be made within 15 days by SCMS after submission of the invoice or claim by Agency subject to successful verifications and validations.

**6.9.4.** SCMS PSC shall validate corresponding milestones agreed and achieved.

**6.9.5.** Payments shall be made in Indian Rupees (INR) to the Indian bank account of the agency.

**6.9.6.** Amount payable to the Agency as stated in the Contract shall remain non-negotiable and fixed during the tenure of the Contract.

**6.9.7.** It is proposed to enter into a deliverables based payment with the Bidding Agency selected to conduct this exercise, details of which are as under:

Sl. No.	Activity	Payment Terms
1	Submission of inception report (including detailed Survey strategy, approach, methodology, tools, and initial site observations), duly accepted by PSC. (2 set of hard copies & 1 editable soft copy)	10%
2	1.1.Submission of Sampling Plan of the targeted stakeholders from whom the primary data needs to be obtained. 1.2.IT Enabled Mechanism (Software/program) live and ready for use. 1.3.Approval of questionnaire/s and above points by PSC.	25%
3	Interim Report and draft Skill Plan as per the scope of study mentioned in the RFP (2 set of hard copies & 1 editable soft copy)	25%
4	Presentation of the final report and Skill Plan & acceptance by PSC with submission of soft copy & 100 colored hard bound copies of the final report and Skill Plan with data	40%





## 6.10. Reviews and Penalties

**6.10.1.** Review meeting with PSC will be held within 2 weeks of start of the project and fortnightly thereafter or as and when required by PSC.

**6.10.2.** The agency performance to Service Levels (contract) will be assessed as per agreed Service Level Agreement (SLA). Default will occur if agency fails to meet the target service levels, as will be measured on a monthly basis, for a particular Service Level.

**6.10.3.** If the agency uses the brand/name of SCMS for any other purpose without its permission, agency will be liable to pay appropriate penalties imposed by SCMS.

**6.10.4.** If any due deliverables are not submitted/ completed as per the work schedule, the agency shall be liable to pay penalties as imposed by the client. The submission of partial/ unsatisfactory deliverables shall not be considered for payment.

**6.10.5.** If the deliverables are not acceptable to SCMS, and defects are not rectified to the satisfaction of SCMS, the agency shall be liable for appropriate penalties imposed.

**6.10.6.** In any of the above case, total penalty amount shall not exceed the amount paid by the client to the agency under this contract. Such penalties shall be defined and agreed through the SLA/ contract.

**6.10.7.** All delays attributable to Agency, failure to adhere to the deliverable timelines will attract a financial penalty of 5% per month on the contract value, read with termination clauses of the contract.

**6.10.8.** Agency shall inform the SCMS well in advance on possible external delays which may cause delay/s in the project and the timelines for the deliverables. SCMS may revise the timelines under genuine circumstances.

## 6.11. Rights of SCMS

**6.11.1** Amendment of RFP document - At any time prior to the last date for receipt of bids, SCMS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by an amendment. The amendment shall be published on SCMS website. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, SCMS may, at its discretion, extend the last date for the receipt of bids. The bidders shall be allowed to resubmit their bids, if required, after such amendments.

**6.11.2** If SCMS deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP then supplemental information may be issued. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.



**6.11.3** SCMS may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum on its website, in such a case, all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

**6.11.4** SCMS may terminate the RFP process at any time and without assigning any reason. SCMS makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by SCMS. The bidder's participation in this process may result in SCMS shortlisting the bidder and awarding the contract.

**6.11.5** SCMS reserves the right to accept or reject any proposal, and to annul the shortlisting process and reject all responses at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders on the grounds for SCMS's action/s.





## 7. Other General Clauses

### 7.1. Anti-Bribery and Anti-Corruption

Each Party represents, warrants and undertakes that: (a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private. (b) Each Party shall, adhere to applicable anti-bribery and corruption laws. (c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b). (d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy

### 7.2. GST

The GST registration number (“GSTIN”) provided by the Client will be used by consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client’s address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by consultant under this Agreement. Consultant shall not be liable for loss of credit arising on account of incomplete, erroneous or wrong details captured by the Client in the details and documents uploaded to the GSTN. Additionally, the Client shall be responsible and liable for providing its correct GSTIN and consultant will not be responsible for verification of the Client’s GSTIN. Where the Client fails to furnish its GSTIN, consultant will treat the Client as being unregistered for GSTIN.

Where consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by consultant to the Client. If the Client fails to do so, and this results in additional liability for consultant, Client shall be liable to be



reimburse consultant for any liability incurred by consultant (being the tax, interest and any penalties thereon)."

"The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant."

### 8. Standard Forms

The agencies are required to submit the information in the forms specified below.

Checklist of Required Forms:

Sr. No.	Type	Name	Name & Description
01.	General	GEN-I	Declaration about Genuineness of Documents
		GEN-II	Self-Certificate of Not being Blacklisted
		GEN-III	Power of Attorney
02.	Technical Proposal	TECH-I	Technical Proposal Submission Form
		TECH-II	Agency's Experience Page Limit: Max. 30 pages
		TECH-III	Project Understanding, Approach, Methodology, Monthly key tasks/Timeline, Communication strategy, Innovation for implementing the Assignment - Work Schedule and Planning for Deliverables
03.	Financial Proposal	FIN-I	Financial Bid



खान मंत्रालय  
MINISTRY OF  
MINES

Request for Proposal for hiring professional agency for conducting **Skill Gap Study (2025-30)** and developing **Skill Plan (2025-30)** for the Indian Mining Sector

**RFP. No.: SCMS/STD/2024-25/02 (Modified)**



**SKILL COUNCIL for  
MINING SECTOR**  
Honing India's Mining Skill

### Form GEN-I: Declaration about Genuineness of Documents

(On letterhead of the agency with seal and sign by the authorized signatory)

I/We..... hereby declare that the information furnished in the bid in response to the SCMS RFP No. SCMS/STD/2024-25/02 is true and correct. I/we verify the genuineness and correctness of all documents, including experience certificates attached with the bid submitted as a hard copy.

Further I also declare that I have submitted the RFP document duly signed, without any additions/ deletions/ modifications, as a token of having read, understood and accepted the terms and conditions therein.

I am also aware that I shall be held responsible in case any document attached is found false/ forged/ fabricated/ tempered/ manipulated at any stage and SCMS is fully competent to take any action against me/my firm as deemed fit in accordance with the terms and conditions of the contract and law of the land.

-----  
Signature of Bidder's Authorized signatory

Name of the Authorized Signatory:

Name of the Bidder:

Date:

Place:



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### Form GEN-II: Self-Certificate of Not Being Blacklisted

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

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

Sub: RFP No. SCMS/STD/2024-25/02

In response to the RFP Document above stated, I/We hereby declare and solemnly swear that our Company/ firm \_\_\_\_\_ is not banned/blacklisted as on date by any Indian Court of Law, Tribunal, any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted. AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the proposal, if any, to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)



**Form GEN-III: Format for Power of Attorney**

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Known all men by these presents, we..... (name of the Principal and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name) ..... and presently residing at ....., who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the Bid document no. SCMS/STD/2024-25/02 dated 05.02.2025 published by Skill Council for Mining Sector for hiring professional agency for conducting "Skill Gap Study (2025-30) and developing Skill Plan (2025-30) for the Indian Mining Sector", including but not limited to signing and submission of all applications, bids and other documents and writings, AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE ,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2025.

For Witnesses

1. Name:.....  
Designation:.....  
Organization:.....

Signature

2. Name:.....  
Designation:.....  
Organization:.....

Signature



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### Form TECH-I: Technical Proposal Submission Form

(Duly stamped & signed by Authorized Representative on the letterhead of the Agency)

To,  
The Chief Executive Officer,  
Skill Council for Mining Sector,  
FIMI House, B-311, Okhla Industrial Area, Phase-1,  
New Delhi-110020

Sir,

We, the undersigned, offer to do/conduct Skill gap study in mining sector of India for Skill Council for Mining Sector in accordance with your Request for Proposal dated 05.02.2025. We are hereby submitting our proposal, which includes Technical Proposal and Financial Quote sealed in two separate envelopes. We hereby declare that:

- a) All the information and statements made in this proposal are true and we accept that any misinterpretation or misrepresentation contained in this proposal may lead to our disqualification.
- b) Our proposal shall be valid and remain binding upon us for the period specified in the schedule of RFP.
- c) We have no conflict of interest as stated in the RFP.
- d) We meet the eligibility requirements as stated in RFP.
- e) In competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.
- f) Except as stated in the RFP, we undertake to negotiate a contract based on the proposed Key Personnel.
- g) Our proposal is binding upon us and subject to any modifications resulting from the contract negotiations.

We undertake, if our proposal is accepted and the contract is signed, to initiate the services related to the assignment no later than the date advised by SCMS. We understand that SCMS is not bound to accept any proposal received by SCMS.

Thanking You,

Yours sincerely,

Signature:

For and on behalf of:

(Company Seal) (Authorized Representative and Signatory)





### Form TECH-II: Agency's Experience

(Duly stamped & signed by Authorized Representative on the letterhead of the Agency)

Give a brief description of the agency and an outline of the recent experience of the agency that is most relevant to the assignment under this RFP. For each assignment, the outline should indicate the duration of the assignment, the contract amount (total and, if it was done in the form of a joint venture or a sub- consultancy, the amount paid to the agency), and the agency's role/involvement.

#### TECH-II A: Agency's Organization

i. Provide details as below –

Sr.	Description	Full Details
01.	Name of the bidder	
02.	Address & contact details	
03.	Name & Contact details of the authorized person signing & submitting the bid	
04.	Registration / Incorporation Details Registration No:      Date & Year. :	
05.	PAN & GSTIN Details	
06.	Annual Turnover in last 3 financial years	
07.	Experience in Similar Assignment	
08.	Any Award or Accreditation received	
09.	Any Other Relevant Details	

ii. Provide a brief description of the background and organization of your company and Include organizational chart, a list of Board of Directors/Partners, etc.

#### TECH-II B: Agency's Relevant Experience

(i) Format for furnishing agency's experience - work order details for projects. Agency needs to furnish completion certificates or CA certified fee receipt certificates for supporting all the completed projects as per technical criteria.

Sr. No.	Name & Work Location	Client Details (Name Address & Contact No.)	Attach Work Order copy & mention Order Amount w/o tax	Start Date	End Date	Work Order Completion Certificate (Attached-Y/N)	Brief Details of Project Scope



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**SKILL COUNCIL for  
MINING SECTOR**  
Honing India's Mining Skill

(ii) CA certified Average Annual Turnover certificates of last 3 Financial Years (FYs 2021-24).

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal) (Authorized Representative and Signatory)

Supporting Documents: Copy of work order and fee receipt CA certificate (in case of ongoing projects) or completion certificate of above-mentioned projects.



**Form TECH-III: Project Understanding, Approach & Methodology:** Monthly key tasks/ Timeline, Communication strategy, Innovation for implementing the Assignment, Work Schedule, and Planning for Deliverables

(Duly stamped & signed by Authorized Representative on the letterhead of the Agency)

(Please refer to 'Scope of Work' to prepare)

1. Project Understanding, Approach, Methodology, Monthly key tasks/Timeline Communication strategy, Innovation for implementing the Assignment.

2. Work Schedule and Planning for Deliverables

Sr. No.	Deliverables	Month					
		1	2	3	4	5	6
D1							
D2							
D3							
.....							
.....							
.....							

(i) List the deliverables with the breakdown for activities required to produce them and other benchmarks. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

(ii) Duration of activities shall be indicated in the form of a bar chart.

(iii) Include a legend, if necessary, to help read the chart.

(iv) Agency is required to do sampling indicating youth, employer, industry association, training services providers, government departments, Labour and skill development department, educational institutions in the form of qualitative, quantitative, focused group discussions and detailed interview forms, covering all required categories of stakeholders. Agency should provide details of sampling in technical proposal.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal) (Authorized Representative and Signatory)



खान मंत्रालय  
MINISTRY OF  
MINES

Request for Proposal for hiring professional agency for conducting **Skill Gap Study (2025-30)** and developing **Skill Plan (2025-30)** for the Indian Mining Sector

**RFP. No.: SCMS/STD/2024-25/02 (Modified)**



**SKILL COUNCIL for  
MINING SECTOR**  
Honing India's Mining Skill

### Form FIN-I: Financial Proposal

The Financial Proposal should include all applicable taxes and duties (Central, State and Local governments), overhead & operational cost etc.

Sr. No.	Description of Service	Amount in INR
01.	Details of assignment	
02.	Taxes (details)	
03.	Total	

(Note: No scanned copy etc. of the Financial proposal is to be submitted/uploaded anywhere else during RFP process completion. Non-adherence shall lead to rejection of the proposal submitted by the Agency)



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### Annexure – 1

India's Mining Sector is largely concentrated to 13 key states

1. Jharkhand,
2. Rajasthan,
3. Odisha,
4. Chhattisgarh,
5. Gujarat,
6. Madhya Pradesh,
7. Andhra Pradesh,
8. Telangana,
9. Maharashtra,
10. West Bengal,
11. Tamilnadu,
12. Karnataka
13. Goa.