



MEDIA & ENTERTAINMENT SKILLS COUNCIL

REQUEST FOR PROPOSAL FOR EMPANELMENT OF ASSESSMENT AGENCIES

1. INTRODUCTION

Media & Entertainment Skill Council (MESCC) requests for proposal from Assessment Agencies (AAs) for empanelment to carry out assessments for the specific courses under the Sector Skill Council. The AAs having capabilities and experience to assess the trainees trained in outcome – oriented training in the job roles in line with QPs/ NOs and having potential to undertake assessment as per the structured procedures.

The underlying responsibility of the Assessment Agency would be to operationalize the process of onsite assessment of the trainees taking overall care of the process of evaluation. The evaluation will be focused on evaluating if the candidate knows how to perform the required tasks as part of his job role.

2. GENERAL REQUIREMENTS

- a. All AAs must possess capabilities to conduct on-line assessment.
- b. Training Providers cannot be ordinarily be appointed as an AA.
- c. No sub-contracting or franchising would be permissible for AAs.

3. PREREQUISITES FOR SELECTION OF AAs

- a. **Legal Existence:** AA should be a legal entity (company or society but not firms, proprietorship or individuals; limited liability partnerships (LLPs) are allowed). (Annexure 3)
- b. **Prior Experience** - The agency should have sufficient prior experience in the assessment filed and should have assessed minimum 10,000 candidates in total and at least 1000 under Media courses for MES empanelment. (Annexure 4 & 5).
- c. **Organization Structure:** (Annexure 6)
 - i. AA should have a **structured mechanism for Governance** including a well-defined process for empanelment of assessors either on its payroll or on long-term contracts.
 - ii. AA should have assessment coordination team on its payroll with required capacity and experience to mentor, supervise, and plan the assessment strategy and to guide the team of assessors.
- d. **Assessors Quality:** (Annexure 6)
 - i. AA should have a roll / panel of assessors for all courses.
 - ii. Details of assessors should also be available on its website with state-wise details (assessors' name, qualifications, experience and photograph along with the details of assessor empanelment with multiple SSCs)
- e. **Financial Performance** (Annexure 7) – The turnover of the agency from assessment activities for the last 3 financial years ending 2018-19 should be attached. The agency should also provide details namely PAN, TAN/TIN, ST/GST, Grants received from Central/State Governments and Bank details.
- f. **Geographic Spread:** (Annexure 8)
 - i. The agency applying for **Pan India or for Specific State** operations must empanel assessors relevant to the concerned job role in all the relevant states.
 - ii. Assigned assessors should be able to reach the assessment venue within **24 hours of travel time** and have **the ability to conduct assessment in regional languages**.
- g. **Assessment Process:** (Annexure 9 & 10)
 - i. AA should have an expertise to carry out **online assessments** with state-of-the- art **technology deployment**
 - ii. The AAs should have the ability to develop the **assessment process and tools** for different training courses with **ability for continuous improvement**.

- iii. AA should have the ability to **maintain assessment process records and details pertaining to candidates registered, tested, passed, centres, assessors, etc.** and shall preserve all the records for at **least 5 years or till the validity of any scheme** (whichever is later) at any point in time and make its online access to MESC.
- h. **Conflict of Interest:** It should declare its **linkages with other stakeholders in skill ecosystem** to ensure independence and to avoid any conflict of interest.
- i. **Prerequisites for Selection of Assessors (to be construed with Code of Conduct)**
 - i. **Qualifications & Experience:**
 - 1) Assessor should possess **relevant academic, occupational qualifications and work experience** as defined in the MES Qualification / QP
 - 2) **Knowledge of assessment process** and tools with ability to **capture the assessment observations** correctly on the prescribed electronic or paper forms.
 - 3) **Understanding of the Occupational Standards** for the relevant QP is a must. Assessor must have the ability to **plan each task and allocate necessary resources.**
 - 4) Understanding of competencies required in the **job role for which assessment is being done with a high level of integrity, reliability and fairness.**
 - 5) Good **observation skills** with ability to **communicate** in writing and orally in the local language in addition to English.
 - 6) **Ability to use technology** viz, computers, tablets, spreadsheets, video communication tools.
 - ii. **Certified Assessor:** Assessor must undergo necessary induction / orientation and certification under the TOA programme through MESC.
 - iii. **Assessors in Multiple Sector:** Assessors undertaking **multiple sector assessments** must meet the job roles and would need to furnish a **self-declaration** duly qualifications for the relevant acknowledged by the AA.

4. EVALUATION PROCESS

RFPs of the AAs will be evaluated in two stages.

a. Application & Desktop Evaluation

- i. Prospective AA will submit the application in prescribed formats along with the payable application fee.
- ii. MESC will carry out Desktop Evaluation of the prospective AA. It may invite them for deliberation and clarity, if necessary.
- iii. MESC reserves the right to select/reject the AA on merit. However, in case of rejection same will be communicated to the applicant in writing.
- iv. Decision of MESC in this regard would be final and grievances will be addressed to the relevant Committee (team constituted by Board / Governing Council of MESC).

b. Field Visit

- i. MESC has outsourced the field visits to Ernest & Young (E&Y). A team from E&Y will visit the prospective AA, meet their key staff and carry out verification of records and processes.
- ii. Team will submit its Assessment Report for consideration to the relevant MESC Committee.
- iii. The valuation of the AAs would be carried out under the Evaluation Framework suggested by NSDC.

5. Marking Scheme

SNo	Parameter	Maximum Marks	Criteria	Weightage Points		
				More than 10 years	5 to 10 years	Upto 5 years
1.	Overall Experience	15	Number of Years in assessment	More than 10 years 15	5 to 10 years 10	Upto 5 years 07
2.	Experience in sector	10	Number of Years in assessment	More than 5 years 10	3 to 5 years 08	Upto 3 years 06
3.	Candidates Assessed	10	In last 3 years	More than 25,000 10	10,000 to 25,000 07	Upto 10,000 05
4.	Assessment Methodology	10	Will be determined by Evaluation Committee	Subjective score based on rigour and innovation of approach and methodology		
5.	Empanelment with Govt organization (GoI or State Skill Missions)	10	Affiliated with minimum 1 organization	More than 5 organizations 10	3 to 5 organizations 07	1-2 organization(s) 05
6.	Geographic Presence	10	Minimum presence in 3 States/UT	More than 10 states 10	4 to 10 states 07	3 states 05
7.	Affiliated with other SSCs	05	Minimum Empanelment with 3 SSCs	More than 5 SSCs 05	4 or 5 SSCs 03	3 SSCs 02
8.	Mode of Assessment – Tablets/Pen and Paper	20	Assessment modalities and geo tagging	Online Computer based 20	Offline Computer based 12	Pen-Paper mode 05
9.	Monitoring mechanism of assessments	10	Continuous Monitoring of the Assessment	Real time Online Video-Audio Monitoring & Recording 10	Standalone Video- Audio Records 05	Visits by Proctors 03
10.	Number of Subject matter experts on company's payroll	20	Based on evaluation of CVs	More than 5 Experts 20	3 to 5 Experts 12	Upto 2 Experts 08
11.	Number of Assessors on payroll	10	Number of Assessors	More than 25 Assessors 10	10 to 25 Assessors 07	Upto 9 Assessors 05
12.	Number of full time employee	10	Number of full time employees	More than 25 Employees 10	11 to 25 Employees 07	Upto 10 Employees 03
13.	Valid ISO Certification	10	Continuous years in service with ISO certification	More than 5 Years 10	3 to 5 Years 07	Upto 3 Years 05
Grand Total		150				

6. Final Evaluation

Grade	Score	Action Taken for Prospective AA	Action taken for Existing AA
A	70% to 100%	Will be empanelled	Will continue in business for 1 year
B	40% to 69%	May be rejected but could be given an opportunity for further improvement of Score within 3 months to Grade 'A' based on which empanelment could happen	Will be suspended with a 3 month notice to improve further to Grade 'A', else face termination with eligibility to apply in the next RFP process for AA empanelment.
C	Less than 40%	Will be rejected with eligibility to apply in the next RFP process for AA empanelment after 1 year.	Will be terminated from business for 1 year with eligibility to apply in the next RFP process for AA empanelment (post completion of 1 year termination period.)

- Minimum 70% score would be mandatory for empanelment. Those scoring between 40% to 69% could be given an opportunity for further improvement of score within 3 months based on which empanelment or rejection would happen.
- In case more than the required number of AAs meet the qualifying criteria, a waiting list will be prepared and communicated to the affected AAs. Any further empanelment for the scope of this EOI will be done from the waiting list.

7. Empanelment of AAs

- All eligible AAs will be formally intimated by MESC after receiving the prescribed Empanelment Fee.
- The Empanelment will be valid for one year, after which the AA will apply for renewal based on fresh evaluation against Evaluation Matrix.

8. Periodic Audit

- All empanelled AAs will be subjected to **periodic operations audit** at the cost of the AAs. In case **shortcomings are found during the audit**, AA will be intimated to take corrective actions within 3 months, failure to which would lead to temporary or permanent de-empanelment of the AA.
- In the event of **complaints** / reports about **poor performance** / **unfair practices** against an AA, the respective MESC reserves the rights to conduct a **special audit**. Cost of such an audit will be Rs.20,000 per borne and will be borne by the AA.

9. Fee Structure / Financials

The fee structure is as under:

SNo.	Particulars	Cost (in INR)
1.	Application Fee: one time non-refundable to be paid along with the application form	Rs.10,000/-
2.	Empanelment Fee valid for 1 year to be paid after receiving intimation from MESC	Rs.50,000/-
3.	Annual Empanelment Renewal Fee	Rs.25,000/-
4.	Special Audit	Rs.20,000/-

10. Instructions to Applicants

- As part of the application for empanelment, the AAs will submit the RFP along with documents duly filled, stamped and signed by authorised signatory. The application for empanelment for the scope mentioned in this RFP will only be accepted in soft copy as a pdf format as a single file sent to MESC on email id: Mithun.bhaskar@mescindia.org and hard copy of the same to be submitted at MESC office in person or via courier.
- Application Cover Note** with a very brief introduction of the Assessment Agency and list of all annexures and supporting documents in chronological order. Please use a separate sheet in case the space is not adequate.
- The application fee will be submitted through a Demand draft or electronic transfer to MESC bank account as per details:

Bank Detail-MESC	
Vendor Name	Media & Entertainment Skills Council
Beneficiary Name (If different from vendor name)	MESC
Beneficiary Bank Name	UNITED BANK OF INDIA
Beneficiary Bank Branch Address	2, Tansen Marg, New Delhi – 110001
Beneficiary Bank Account No.	0359018039336
Type Of Bank Account	Savings
SWIFT Code	UTBIINBBTNM
PAN NO	AACAM3867E
BSR Code	310359
NEFT /IFSC/RTGS Code	UTBI0TNM709

Note* In case of electronic transfer the proof of transfer of application fee will also be shared in pdf format along with the application to the designated email id.

11. Last date for Submission of proposals

All applications complete in all respects as enumerated in this RFP must be received by Media & Entertainment Skill Council by **30.06.2019 by 17.30 hrs.**

Any queries regarding filing of the application can be addressed to the below person.

Mr. Mithun Bhaskar.

Sr Manager IT Solutions

Email id : Mithun.bhaskar@mescindia.org

ANNEXURE 1 - SELF-DECLARATION BY THE ASSESSMENT AGENCY

(To be filled by the Administrator of the AA in his own hand)

SNo.	Current Business Status	Commitment (delete not applicable)	If yes furnish full details	Remarks
1.	Are you a Training Partner in the Skill Eco system?	YES / NO		
2.	Have you ever been rejected for affiliation/empanelment?	YES / NO		
3.	Do you have any linkage with any other organisation in the assessment domain?	YES / NO		
4.	Do you have website of your own?	YES / NO		
5.	Do you have the capability to develop question bank for on-line assessment?	YES / NO		If yes, please give the details of available subject experts with the agency.
6.	Are you affiliated with DGET & State sponsored schemes?	YES / NO		
7.	Have you ever been subject to legal action in the case (s) of malpractices and unfair conduct?	YES / NO		
8.	Have you ever been banned /suspended for the services offered by you?	YES / NO		

ANNEXURE 2 – ASSESSMENT AGENCY AGREEMENT

This agreement made on the _____ day of the month of _____ in the year 2019 BETWEEN, Media & Entertainment Skill Council (MESC) a society registered under the Societies Registration Act, 1860 with its Registered Office at _____, represented by Chief Executive Officer (CEO), hereinafter referred to as 'MESC', which expression shall unless exclude by or repugnant to the context mean and include its successors in interest and assignees, on the one part and _____ (Name of the Assessment Agency), a company registered under Companies Act, 1956 a firm registered under Agencyship Act 1932 having its registered office at _____ represented by its (director) Sri _____ hereinafter referred to as the 'ASSESSMENT AGENCY (AA)' on the other part;

WHEREAS the Media & Entertainment Skill Council (MESC) having empanelled the Assessment Agency (AA) to carry out assessments for the specific courses under the Sector Skill Council hereinafter called 'SERVICES' from the AA who agrees operationalize the process of onsite assessment of the trainees taking overall care of the process of evaluation as per the terms and conditions finalized between MESC and AA.

1. DEFINITIONS & INTERPRETATIONS

- a. In the Agreement, in addition to the words and expressions above, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings:
 - i. Agreement means the Assessing Agency Agreement together with the Schedules, any Amendments/ Modifications hereto attached provided that such Schedules Amendments/Modifications have been executed in accordance with the procedures outlined in the Agreement.
- b. Approvals means Government of India's or State Government's or any Statutory Body's permission, consent, validation, confirmation, license or other authorization required to be obtained for implementation of the provisions of this Agreement.
- c. Applicable Laws mean various Statutes, Legislations, Rules and Regulations, Notifications etc. as and to the extent the same is applicable to the Parties and substratum of this Agreement.
- d. Person means an individual, company, body of individuals, whether incorporated or not.
- e. Assessment aids means and includes all hardware, software, equipment, or any other means used for assessment of trainees.
- f. Trainee means an individual selected for the training program by the Training Agency(s) of MESC and who fulfills the eligibility criteria laid down in the Agreement.
- g. Assessor means an individual engaged by the Assessing Agency and certified/approved by MESC, for assessing Trainees.
- h. Training program means generally a program of defined duration, organized by the Training Partner and certified/approved/accredited by MESC and in accordance with the terms of this Agreement, for imparting training to the selected Trainees.
- i. Successful assessment of trainee means that the Trainee has passed all the qualifying tests and has been assessed successfully by the assessing agency affiliated by MESC for this purpose.
- j. Certificate means any authentication document issued to the Trainee on successful assessment by MESC.

- k. Curriculum means and includes the syllabus/curriculum outline/curriculum standard/content for the courses offered by the Training Agency/MESC.
- l. This Agreement will be interpreted based on the following principles:
 - i. All interpretations will secure the primary object of this Agreement set out in Clause 2.
 - ii. This Agreement reflects the complete understanding as on date of its execution amongst the Parties for the services to be rendered by MESC & the Assessment Agency.
 - iii. Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is a holiday, then the act, matter or thing shall be carried out or performed on the next following business day.
 - iv. Headings are for convenience only and shall not affect the interpretation of a Clause.
 - v. Words importing singular shall include plural and vice versa, gender shall include all gender.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES TO ENTER INTO AN AGREEMENT HERETO AS UNDER:

2. PURPOSE

The purpose of this Agreement is to establish a partnership between the Parties for assessment of trainees in one or more of the several occupations related to Media & Entertainment Sector.

3. SCOPE & OBLIGATIONS OF THE PARTIES

3.1 MESC shall be responsible for.

- a. Defining the qualification standard of the training program.
- b. Setting the qualification standards for the Assessors
- c. Setting the qualification standards for the Trainee
- d. Training, Assessing & Certifying the Assessors of the Assessing Agency
- e. Providing assessing standards for the trainees as well as assessors
- f. Accrediting and approving the existing assessment methodology of the Assessing Agency provided it meets the accreditation criteria of MESC.
- g. Providing the list of assessment aids and equipment required for assessment as per Clause 8.
- h. Overall guidelines of the assessment and their continual improvement
- i. Certification of Trainees
- j. Maintaining a data base for Trainees who have successfully completed the training and assessment
- k. Assist in Coordination with Training Partners
- l. MESC will validate the results of the assessment undertaken by assessors as per the qualification packs and share the results.
- m. After the completion of result and associated documentation MESC will pay the Assessment Agency the amount for assessment fees as per the agreed terms.

3.2 Assessing Agency shall be responsible for/to:

- a. Providing suitable assessment aids to conduct the assessment in accordance with the requirements stipulated by MESC.
- b. Identification & shortlisting of Assessors as per the qualifications stipulated by MESC

- c. Providing adequate administrative support to the assessor working in the field.
- d. Supervision of the Assessment
- e. Ensuring safe custody of the data/information provided by MESC.
- f. Provide support in pre-screening tasks and work with the MESC to update agency details on to the SDMS.
- g. Co-ordinate and Liaise with training partners to get information about commencement of training batches, provide decision to accept assessment of training program related tasks namely
 - i. Certified assessors to carry out assessments.
 - ii. Specified date and time.
 - iii. Undertaken as per the pre-defined format and in accordance with each of the performance criteria outlined in respective qualification packs.
 - iv. Exercise happens within the stipulated timeline and that on-site visits are conducted by the agency to cross-check for quality and transparency of assessment exercises (physically and electronically) to the assessment agency within two working days of the completion of the assessment.
 - v. Collated filed as per government guidelines.

4. SCOPE OF ASSESSMENT

- 4.1 The Assessing Agency shall do assessment of the modules as per Schedule 1 of this Agreement.
- 4.2 The Assessing Agency shall conform of the curriculum/ syllabus & course content as determined by MESC/ obtained from MESC.
- 4.3 The Assessing Agency shall use the Assessment Format/criteria / training content, trainee/trainer manuals and any other material provided by MESC, exclusively for the purpose of assessment of training program(s) covered under this Agreement. Any material provided by MESC shall not be reproduced, copied, transferred, sold or assigned to any other person/party by the Assessing Agency, directly or indirectly, without the written consent of MESC.

5. ENGAGING/HIRING ASSESSORS

- 5.1 It shall be the responsibility of the Assessing Agency to engage/hire suitable and qualified number of Assessors for doing assessment as per Schedule 2 of this Agreement.
- 5.2 The Assessors engaged/hired by the Assessing Agency shall be certified and approved by MESC before being authorized to conduct the assessment. As per the policy they will have to qualify for QP's of a level higher than they will assess.
- 5.3 Assessors may be required to obtain re-certification based on modification/ up-gradation of the training module and as decided by MESC.
- 5.4 The Assessing Agency shall not deploy/engage any assessor for MESC assessments who has not been certified and approved by MESC.

6. COMMERCIAL TERMS

The payments shall be made at the discretion of MESC according to the specific project assigned to the AA subject to the compliance with the responsibilities as detailed at Schedule 3 of the agreement.

7. TIMELINES & PENALTIES

The AAs are expected to meet the timelines for the following training and assessment-related aspects. The penalties for non-compliance of the same is defined.

SNo.	Particulars	Non-compliance observed	Penalty
1.	Timely Assessments – The AAs should ensure that assessors are available at the scheduled location in the scheduled time as per their commitment to the SSC for the assessment.	Unavailability of assessor as per commitment by AAs.	A penalty of 50 % of the Assessment fee would be deducted from the Assessment fee payment. In addition to this the AA would be barred from undertaking any assessment for 3 months.
2.	Timely upload of Trainees Result – it is the responsibility of the AAs to upload the trainees assessment results on SDMS within 07 (Seven days) from the date of assessment.	i. In case there is a delay in uploading the results, i.e. the results are not uploaded within 07 days from the date of assessment or ii. At any point of time, if more than 10% of the results are not uploaded on SDMS on time	In case of case i. A penalty of 1.25% of the Assessment fee per day per trainee would be deducted from the Assessment fee payment. ii. In addition to the above penalty, suitable action against the agency including suspension/blacklisting as the case may be.
3.	Authenticity of trainees who appear for the assessment – it is the responsibility of the AAs to ensure that only authentic and eligible trainees are assessed.	Fake enrolment, low attendance and low awareness of the scheme among trainees.	If found during MESC audit or monitoring will lead to a penalty of 100% of the total assessment fee payment and further suitable action against the agency including suspension/blacklisting as the case may be.
4.	Centre Validation during Assessments – It is the responsibility of the AAs to ensure that the center is being validated.	TC does not exist on the mentioned address in SDMS.	If found during continuous monitoring and/or surprise visit will lead to a penalty of 75% of the total assessment fee payment and further suitable action against the agency including suspension/blacklisting as the case may be.
5.	Indulgence in Unethical practices – AAs shall not indulge in any unethical practices or offer/demand bribe to influence the outcome of assessment or any other matter.	Complaint of TC or AA offering or seeking any undue favour.	If complaint with valid proofs are received about the TC or the AA, will lead to suspension & blacklisting of the AA/TC/Assessor as the case may be.

8. BOOKS OF ACCOUNTS

The Assessing Agency shall keep separate and proper books of account as per Indian Accounting Standard and as per prescribed by MESC from time to time, to reflect completely and accurately, the particulars of all transactions related to this Agreement.

9. REPORT & DOCUMENTATION

8.1 The Assessing Agency shall maintain

- a. Documentation of assessment and trainee or training agency feedback.
- b. Attendance of Trainees, Assessors in all assessments
- c. Documents & reports as desired by MESC for transactions related to this Agreement.

8.2 The Assessing Agency shall provide assessment reports in a time period as prescribed by MESC.

8.3 The Training Partner shall provide such other reports, though not limited to monitoring & evaluation, financial information etc. required by MESC for audit purpose.

10. AUDIT & COMPLIANCE

The Assessment Agency shall ensure the availability of all the relevant information, documents etc. to MESC's auditors, authorized personnel, government agencies etc. as sought from time to time. False or misleading entries, unrecorded funds or assets, payments without proper authorization or supporting documentation are strictly prohibited and are in violation of MESC policies and procedures. Adequate care shall be taken as to ensure that no wilful omissions from the books of accounts are made and no advanced income recognition is made and no hidden bank accounts and funds are created. Every Assessment Agency shall be liable to reveal the true and correct position of the business activity or transaction.

11. COMPETING BUSINESS

13.1 During the effectiveness of this Agreement and till expiry of twelve months thereafter, the Assessing Agency shall not directly or indirectly, carry on or be engaged/ interested in any business competing with business of MESC.

13.2 During the effectiveness of this Agreement and till expiry of twelve months thereafter, the Assessing Agency shall not directly or indirectly, solicit industry agency's/customers of MESC for the purpose of offering services similar to or competing with MESC.

12. DISCLAIMER

The Assessing Agency will seek and obtain prior written approval from MESC for using its name and promotional material during performance of work under this Agreement. Any violation of this clause shall be treated as an event of breach and shall result in termination of this Agreement.

13. INDEMNIFICATION

MESC shall be under no legal obligation to indemnify or hold harmless, any third party, for any damage such third party might suffer, which may be related to the services provided by the Assessing Agency under this Agreement. Assessing Agency hereby declares and irrevocably undertakes that it shall defend, hold harmless and indemnify MESC against all loss, damage or claims or other lawsuits or proceedings that may arise out of breach of any of its obligations under this Agreement, including those arising out of any accident that occur during or in relation to the services and assume full responsibility for the payment of indemnification, penalties, attorney's fees, legal costs and other charges.

14. MODIFICATION

- 13.1 This Agreement may be modified, through a written document signed by duly authorized representatives of both Parties.
- 13.2 In the event the Assessing Agency is required to close its activities for any reason beyond its control, the Assessing Agency shall provide at least 90 days prior written notice in that regard to MESC and obtain its prior approval before closure of its activities.
- 13.3 The Assessing Agency shall continue its activities during the above notice period in such a manner, which shall not prejudicially affect the interest of MESC, and to also ensure that the assessment of undergoing batch completes its tenure till MESC's final assessment / completion.

15. DISPUTE RESOLUTION

- 14.1 This agreement shall be governed according to the Indian laws and each Party shall submit, only and exclusively, to the jurisdiction of the Courts at Delhi, India.
- 14.2 Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties and in the event of non-resolution, the matter shall be referred to arbitration.
- 14.3 Arbitration proceedings shall be held in Delhi in accordance with the Arbitration and Conciliation Act, 1996 and procedures established for the purposes of regulating and determining matters relating to or arising to or arising from arbitration. Both the Parties shall mutually appoint one arbitrator failing which; the dispute shall be decided by an arbitration panel consisting of 3 arbitrators. Each Party shall appoint one arbitrator and both the arbitrators so appointed shall appoint a third arbitrator, who shall preside over the arbitration proceedings. Any decision, determination or award of the Arbitrator/s shall be binding on the Parties. Unless otherwise decided by the arbitrator/s, the cost of arbitration shall be shared by the Parties in equal proportion.

16. COMPLIANCE WITH LAWS

- 18.1 The Assessment Agency at all times and as its expense shall strictly comply with all applicable Laws, Rules, Regulations and Government orders, relating to its performance under this Agreement.
- 18.2 The Assessment Agency shall pay all fees and chargers required under any Law, Rule or Regulation and maintain in full force and effect all licenses, authorizations and registrations from all Government departments and agencies to the extent necessary to perform its obligation under this Agreement.

17. FORCE MAJEURE

The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence. Neither Party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, from Force Majeure Events such as acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lighting, strike, etc. In such a case the affected Party shall notify the other

party of the occurrence of such Force Majeure Event and should as a consequence, the performance under his Agreement be prevented for a period longer than 30 days, then the other Party shall have the right to terminate this Agreement.

18. SEVERABILITY

If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement, through a written document signed by duly authorized representatives of both Parties, and the other provisions hereof shall remain in full force and effect.

19. TERMINATION

MESC may terminate this Agreement upon 30 calendar days' notice in writing on occurrence of any of the events below:

- 18.1 If the Assessment Agency does not remedy any failure in the performance of its obligation under the Agreement within 30 days of being notified of such a failure or within such further period as approved by MESC
 - a. If the Assessment Agency fails to pay any dues as per the Financial Considerations as per Schedule 3
 - b. If the Assessment Agency becomes insolvent or bankrupt.
 - c. If, as a result of Force Majeure event, the Training agency is unable to perform its obligation under this Agreement.
 - d. If the Assessment Agency uses MESC's name and promotional material without prior written consent, in contravention of Clause 12.
- 18.2 The termination of this Agreement shall not prejudice or affect in anyway, the rights and benefits accrued or liabilities and duties imposed on the Parties of this Agreement.
- 18.3 Upon termination, the Assessment Agency shall:
 - a. Cease to conduct MESC certified/ accredited Assessments
 - b. Hand over all material, including assessment aids related to the program or otherwise provided by MESC
 - c. Hand over all registers, documents and supporting papers related to this Agreement.
- 18.4 Irrespective of the cause of termination of this Agreement, MESC shall have absolute right to replace the Assessment Agency with any other suitable agency and the Assessment Agency shall have no rights to claims whatsoever in this regard.

20. NOTICES

All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent in person or by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

NOW THIS AGREEMENT WITNESSETH as follows:

1. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - 1.1 The application document with all Annexures.
 - 1.2 The Letter of Acceptance, Letters from & to the AA if any, leading to and prior to acceptance letter.
 - 1.3 Minutes of pre-application meeting, if any.
 - 1.4 The details submitted in the application and such other documents.

1.5 Code of Conduct

In consideration of the payments to be made by the MESC to the AA, the AA hereby covenants and agrees with MESC to complete the assessments in conformity with and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

This Agreement is executed on the official stationery of MESC, in two counterparts, both of which together shall constitute one instrument and each of which shall be an original to be retained by either party.

In witness whereof the parties hereto have here unto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said AA, _____ to MESC
_____ in the presence of:

Signature of Assessment Agency (with seal)

Signature of Authorized representative of MESC / Accepting Authority.

Witness (Signature, Name & Address):

1).

CODE OF CONDUCT FOR ASSESSMENT AGENCY

INTRODUCTION

Media and Entertainment Skill Council (hereinafter referred as “MESC”) is responsible for the creation of a sustainable environment for the production of quality and skilled workforce in the Media and Entertainment Sector of the country. To achieve this mandate, the fair and equal treatment of business partners is essential along with the strict compliance with applicable legal and regulatory requirements.

MESC believes in conducting its affairs in a fair, transparent and ethical manner by adopting the highest standards of professionalism, honesty and integrity.

The Code of Conduct (hereinafter referred as “Code”) provides a framework for the application of best practices and business principles for skill development by the Assessment Agency. The Assessment Agency should demonstrate their commitment to achieving the highest possible standards of performance. The Code comprises the Conduct and Action for Assessment Agency and extension of representations, warranties and confirmations laid down in the Service Level Agreement.

PURPOSE

The purpose of the Code is to develop an outline for best business practices and strategies for the prevention of bribery, grafting and corruption, illegal and unlawful acts, unethical practices, and infringement of human rights.

The underlying objectives of the Code is to assist in achieving:

- Sustainability, good corporate governance, continuous process improvement for efficient performance of the Council;
- Elimination of bribery, corrupt and anti-competitive practices;
- Strict compliance with legal and regulatory requirements;
- Positive feedback vis-à-vis business relationships with partners.

APPLICABILITY

The Code shall be observed by all the Assessment Agency of MESC and is binding on all the Assessment Agency. In order to foster the respect of MESC, assessee and the community, the Assessment Agency must uphold the highest standards of behaviour and ensure that they act in accordance with the Code at all times.

GENERAL STANDARDS OF CONDUCT

The Assessment Agency is expected to conduct their business dealings in an honest, fair, transparent, diligent and courteous manner to enhance the brand image of MESC. The Assessment Agency is required to be aware of all the applicable policies and procedures and ensure their strict compliance. The policies and procedures shall be binding upon all the Assessment Agency unless modification in such policies and procedures be brought through appropriate channels and thereafter, the modified policies shall be binding upon the Assessment Agency.

EQUAL EMPLOYMENT OPPORTUNITY

Unless governed or dictated by any other law in India, the Assessment Agency shall engage or retain the assessors only on the basis of merit and performance. No assessor shall be discriminated on the basis of

gender, age, race, caste, ethnicity, colour, political or religious opinion, sexual orientation, marital status, disability status etc. unrelated to the role.

SOLICITING, OFFERING OR ACCEPTING ADVANTAGE BY ASSESSMENT AGENCY

“Advantage” means:

- a) Any offer of gift, loan, fee, reward, commission consisting of money or of any valuable security or of other property or interest in property of any description to Skill Sector Council or acceptance from training partners/ candidates;
- b) Any offer of office, employment or contract to Skill Sector Council or acceptance from training partners/ candidates;
- c) Any offer of payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part to Skill Sector Council or acceptance from training partners/ candidates;
- d) Any offer of other service or favour (other than entertainment) including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted to Skill Sector Council or acceptance from training partners/ candidates;
- e) Any exercise or forbearance from the exercise of any right or any power of duty due to any offer to Skill Sector Council or acceptance from training partners/ candidates;
- f) Any offer, undertaking or promise, whether conditional or unconditional, of any advantage within the meaning of any preceding paragraphs (a), (b), (c), (d) and (e).

The Assessment Agency/ Assessors are prohibited from soliciting or offering any advantage to Skill Sector Council or any employee, staff, representative, servant or any other person associated with MESC's business. The Assessment Agency/ Assessors are further prohibited from accepting any advantage from training partners/ candidates etc.

PENALTY IN THE EVENT OF SOLICITING, OFFERING OR ACCEPTING ADVANTAGE BY THE ASSESSMENT AGENCY

The Assessment Agency/ Assessors have an obligation to act honestly and diligently. No advantage shall be offered to or accepted by the Assessment Agency under any event or circumstances. Any act of solicitation or offer of any advantage by or to the Assessment Agency/ Assessors shall be immediately intimated to MESC and no later than one month of such solicitation or offer. Upon receipt of such information, MESC shall conduct an investigation into the allegations by an authorized person. Where an allegation is made out, the concerned Assessment Agency/ Assessor shall be blacklisted permanently from any retention/ employment in future by MESC.

GRIEVANCE REDRESSAL MECHANISM FOR THE ASSESSMENT AGENCY

In the event of any grievance by the Assessment Agency/ Assessors with the employee, staff, representative, servant etc. of MESC, the Assessment Agency/ Assessors may escalate the same to COO/ CEO of MESC. In the event of non-redressal or inadequate redressal of grievances by COO/ CEO of MESC within one month, the grievance may be further escalated to the Governing Council Members/ Chairman of MESC. In the event of non-redressal or inadequate redressal of grievances by the Governing Council Members/ Chairman of MESC within one month, the grievance may be further escalated to the National Skill Development Corporation which shall be the final authority for grievance redressal.

USAGE OF MESC'S ASSETS

The Assessment Agency is accountable for the protection and maintenance of MESC's assets. Adequate care should be taken to ensure that the assets are not misused, misappropriated, sold, donated, mortgaged and no charge is created on the assets of MESC without appropriate authorization. The Assessment Agency or its employee, staff, representative, servant or any other person associated with the Assessment Agency shall not use MESC's assets for any personal use and shall not allow any other person to use MESC assets. Every Assessment Agency shall be responsible for proper utilization of funds over which it exercises control and shall ensure that the funds are not diverted or used for any other purpose than official allocated business purpose. Assessing Agency shall, upon expiry or termination of this Agreement, cease to use scope/syllabus/curriculum outline/curriculum standard/content, of which the exclusive rights vest with MESC.

CONFIDENTIAL INFORMATION

The Assessment Agency shall have no license, right or title, either express or implied, to use any of the Confidential Information other than official purpose. No Confidential Information shall be used for personal gain or for the gain of third party. In no event shall the Confidential Information (including but not limited to data, password, assignment of work etc.) shall be disclosed to the third party for any purpose other than the official purpose without prior approval from the authorized person.

ENVIRONMENT, HEALTH AND SAFETY

The Assessment Agency shall be committed to regulate all business activities for management of safety and health risks at workplaces and to provide measures so as to ensure safe and healthy working conditions for every employee in the organization as well as its impact upon the environment. The Assessment Agency recognizes that safety and health of an employee has a positive impact on productivity and economic and social development.

WORK ENVIRONMENT

MESC respects the rights and dignity of every employee and aims to establish clear values so that all employees understand and are committed to the objectives of MESC. MESC is committed to create an environment of empowerment and continuous learning to recognize individual and team contributions, and to reward competence and performance.

The Assessment Agency are expected to treat everyone with respect and dignity and shall work in an open, honest and fair manner. The Assessment Agency shall ensure that a positive environment is created for all employees free from any kind of harassment or discrimination.

CONFLICT OF INTEREST

"Conflict of Interest" shall mean a situation that has the potential to undermine the impartiality or to act with total objectivity with regard to MESC's interests. It shall include but not limited to:

- No Assessment Agency shall be involved in any arrangement or circumstances, including family or other personal relationships, which might discourage it from acting in the best interest of MESC.
- No Assessment Agency shall act as a broker or on behalf of a third party in transactions involving or potentially involving MESC.
- No Assessment Agency/ Assessor or its family members shall have any financial interest with any training partner. In the case of any such interest, MESC shall be intimated through written communication with full disclosure of such interest.
- No Assessment Agency/ Assessor shall act as a final decision-making body for any business contract or arrangement with any organization wherein its close friends or relatives are employed.

In such case, MESC shall be intimated by the concerned Assessment Agency/ Assessor with full disclosure of such relationship and MESC shall act as a final decision-making body in such cases.

- No Assessment Agency/ Assessor shall exploit any corporate property, information or official position for personal gain.

BREACH OF THE CODE

Breach of the Code by any Assessment Agency/ Assessor are to be reported to the authorized official of the National Skill Development Corporation by MESC. The authorized official will take the appropriate action as required.

MESC - RFP AA AFFILIATION

ANNEXURE 3 – ORGANISATION PROFILE

1. Name of the Assessment Agency :
2. Postal Address :
3. Contact Name, Phone No., Email id :
4. Legal Constitution of Applicant (Please tick the appropriate box)
[Please provide copy of the registration certificate from the appropriate Registering Authority]

- ☐ Registered Public Limited
- ☐ Private Limited Company
- ☐ Registered Society
- ☐ Trust/ Association
- ☐ Trade Body
- ☐ Registered Educational Institution/University
- ☐ Partnership Firm

5. Name of Registering Authority :
6. Registration Number :
7. Date of Registration :
8. Place of Registration :
9. Whether NSDC Partner (If yes, please attach supporting document)
☐ Yes
☐ No

10. Is the Institute recognized with any professional Body/ Agency/ Council?
If yes, please mention the following and attach supporting documents

1	Name of the Agency / Council	
2	Recognition Number / Code	
3	Year of Recognition	
4	Year valid up to	

11. Any other information such as honours and awards; recognition / commendation by other apex bodies and associations to be mentioned below.

S No	Brief Description of Recognition with Year/Month

ANNEXURE 4 – PRIOR ASSESSMENT EXPERIENCE

The agency should have assessed minimum 10,000 candidates in total for empanelment. Information to be furnished in modules pertaining to vocational skills courses/ modules notified by NCVT/SCVT/Sector Skills Council or recognized by any state or central government.

S No.	Sector	Number of Years	Number of Trainees Assessed		
			2016-17	2017-18	2018-19

[Please provide details of first assessment conducted to ascertain the number of years of experience in specific sectors.]

ANNEXURE 5 – DETAILS OF ASSESSMENTS UNDER MES

The agency should have carried out at least 1000 assessments under Media courses for MES empanelment. Information to be furnished in modules pertaining to vocational skills courses/ modules notified by NCVT/SCVT/Sector Skills Council or recognized by any state or central government.

S.No	Project	FY	Sector	Location of Project (State)	Project Details	Details of Supporting document – Provided with Page number

ANNEXURE 6 – ORGANISATIONAL GOVERNANCE

1. Please attach Organisation chart

2. Profile of Owners/Promoters of the Institute/AB

S No.	Name of Owners/Promoters	Educational Qualification	Total Experience in Years	Experience in Assessments	Contact e-mail id	Mobile Number

3. Profile of Management and Operational Team

S No.	Name and Designation of Management/Operational Team	Educational Qualifications	Total Experience in Years	Experience in Assessment	Contact E-mail id	Mobile Number

4. Details of Affiliation Coordinator of the Institute/AB

Name			
Designation			
Address			
Contact	E Mail ID:		
	Phone No: Land Line: Mobile:		

5. Assessors Profile -

A. On permanent rolls of the Body

SNo.	Sector	Trades/Job Roles	Number of Assessors	Average Experience in Years

B. On temporary basis with the Body

SNo.	Sector	Trades/Job Roles	Number of Assessors	Average Experience in Years

6. Does the Agency have the following policy documents?

		Yes	No	Remarks
1	Mission Statement			
2	Operations Manual to include the Background and Organisation Structure			
3	Assessment Policy and Assessors Profile			
4	HR Policy and Recruitment Guidelines			
5	Internal Evaluation & Audit Process			

ANNEXURE 7: FINANCIAL PERFORMANCE

This information will be treated as highly confidential and will not be shared by MESC with anyone.

1. Statutory Compliances of the Agency: (Please attach photocopies)

PAN	
TAN /TIN	
ST/GST	

2. Turnover of the Agency from Assessment activities: (Please attach Audited Balance Sheet for the following financial years and certificate form the Chartered Accountant/Audit Firm regarding Annual turnover from assessment program in India of the applicant)

Financial Year	Turnover from Assessment activities (in lakhs) (in INR)
2018-19	
2017-18	
2016-17	

3. Details of grants received from Central /State Governments and/or any other source

Financial Year	Source	Amount	Remarks
2018-19			
2017-18			
2016-17			

4. Details of Bank Account of the Institute

Name of Bank	
Branch/ Location	
IFSC Code	
Account Number	

ANNEXURE 8: ASSESSMENT INFRASTRUCTURE

1. List of State for empanelment

SNo.	State Name	Number of Assessors based in this state and are engaged by the Applicant	Number of Centres/offices/Operation in the state

2. Offices and Branches

S No	Type- Corporate/Regional etc.	Location	Remarks (no. of personnel posted)

Please attach outline map of India showing states and location of branches.

3. Assessment Centre(s)

A. Owned by the Assessment Agency

S No	Name of Assessment Centre	Location	Sector & Trades/Job Roles

B. Used in Partnership with Others

S No	Name of Assessment Centre	Location	Sector & Trades/Job Roles

4. Job Roles for Assessment (Indicate preference basis availability of Assessors)

	Job Role	QP Code	Level	Yes / No

ANNEXURE 9 - AVAILABILITY OF TECHNOLOGICAL PLATFORM FOR CONDUCT OF ON-LINE ASSESSMENT

Requirement on Technical Platform

1. Online platform for carrying out assessments –Theory, Practical & Viva
2. Applications – Assessor app & candidate app to be released on Google Play store
3. Robust platforms - Customization as per the requirements of MESC.
4. Agencies to empanel SUBJECT MATTER EXPERTS (SME) for practical evaluation.
5. Platform dashboard for MESC - Monitoring and report generation purpose.
6. Screen recording - For system based practical
7. Practical Assessment – Output file uploading and storage on server
8. Video Recording – Practical & Theory
9. Question Papers.
 - a) Pre-loaded question papers in encrypted form
 - b) Different levels of question papers – Easy/Medium/Hard
 - c) PC wise content development and marking to define as per rubrics laid down by SSC.
9. Assessor App Requirements.
 - a) 22 points checklist to be covered as per PMKVY Guidelines-Annexure M
 - b) Geo Tagging with time stamp at center location with photograph of Assessor and ID.
10. Candidate App requirements
 - a) Candidate photo & Aadhaar capturing at the beginning of Theory & Practical exam.
 - b) Frequent image capturing at a fixed interval during the exam.
 - c) Services like screen shot capturing, opening any other app to be disabled during the exam.
 - d) Language switching option.
 - e) Time stamping log for each candidate for theory exam.
11. Any further basic requirements will be intimated at the time of platform demo.

ANNEXURE 10- ASSESSMENT METHODOLOGY

1. Assessment System Development

Aspect	Yes / No	Remarks
Process of adoption and/or development of assessment system on the basis of QP and NOS developed by the SSC		
Review process to gauge the effectiveness of the assessment system developed		
Process of Subject Matter Expert engagement in assessment design and development		
Review process for approval of assessment system and process from the SSC		

2. Methodology for Assessor Development.

Aspect	Yes/No	Remarks
Does the Institute take Aptitude Test before enrolling assessors?		
Does the Institute conduct Orientation Program for experienced assessors before deputing?		
Does the Institute conduct Training of Assessors Program for fresh assessors before deputing?		
Documented process and plan for imparting soft skills training related to assessments.		
Documented process of providing guidance to assessors		

DECLARATION

I hereby declare that the above information is true to the best of my knowledge and belief. I do understand that any incorrect information will result in suspension/cancellation of my organization's accreditation with Media & Entertainment Skill Council.

I hereby confirm having read the Request for Proposal (RFP) embodying the General Instructions and fully understood the scope of service, empanelment process and other terms and conditions and agree to the same in letter and spirit.

I on behalf of the Assessment Agency hereby confirm that we will abide by the terms and condition, financial and guidelines and other policy directives issued by MESC & NSDC from time to time.

Place:

Date :

Signature of Applicant*

Name and Designation

Note: * Authorized to sign on behalf of the Assessment Agency.