



**GUIDELINES FOR SUBMISSION OF PROPOSAL FOR  
EMPANELMENT OF PRIVATE PLACEMENT AND  
RECRUITMENT AGENCY FOR EMPLOYMENT UNDER  
CMKKY SCHEME**

**KARNATAKA SKILL DEVELOPMENT CORPORATION (KSDC)  
SKILL DEVELOPMENT, ENTREPRENEURSHIP AND LIVELIHOOD DEPARTMENT (SDEL)  
GOVERNMENT OF KARNATAKA**

## **GUIDELINES FOR SUBMISSION OF PROPOSAL**

### **1. INTRODUCTION**

Karnataka Skill Development Corporation (KSDC) was formerly known as Karnataka Vocational Training and Skill Development Corporation (KVTSDC). KVTSDC was created Vide Government Order, No. LD 142 ETI 2007 Dated 2/4/2008 to accomplish the desired objectives of State skill policy, under the companies Act'1956, with a target of imparting skills and employment to 10 lakh persons in the succeeding five years from inception. It was created with objectives like-

- i. To design develop and implement various skill-training programs based on the emerging trades and in multi skills, considering the demand of industries.
- ii. Implement Modular Employable skilled (MES) short-term training programs as per DGE&T norms.
- iii. Implement various employment generating training programs sponsored by Government, Public sector, Enterprises, Corporations, Boards, Local Bodies and Associates etc.
- iv. To establish study circles to acquire knowledge for the jobs appearing competition examinations through employment exchange
- v. To train, assist, facilitate, regulate and provide employment of skilled Karnataka personnel for overseas employment and as global placement service through web portal and co-ordinate with protector of emigration office in Karnataka State for clearance of Emigration and other clearances.
- vi. Adoption and implementation of the recommendation of the State Skill Mission/Committee.

#### **1.1 Major Schemes of KSDC**

- i. Chief Minister's Kaushalya Karnataka Yojane (CMKKY)

Chief Minister's Kaushalya Karnataka Yojane (CMKKY) envisages to skill 5 lakh youth annually of which 2.50 lakh youth shall be targeted under schemes implemented directly by SDEL and 2.50 lakh youth shall be targeted under schemes implemented by other Government departments and government bodies.

- ii. Pradhan Mantri Kaushal Vikas Yojana (PMKVY)

Pradhan Mantri Kaushal Vikas Yojana (PMKVY) is the flagship scheme of the Ministry of Skill Development & Entrepreneurship (MSDE). The objective of this placement-oriented scheme is to enable a large number of Indian youths to take up industry-relevant skill training that will help them in securing a better livelihood.

#### **1.2 Background**

Placement of skilled manpower is a key objective of the skilling schemes across the ecosystem. It helps in improving the economic condition of the unemployed youths, especially socially disadvantaged groups. Youth employment thus brings a range of

benefits such as poverty alleviation, reduction in crime rates and life expectancy rate etc., thereby benefitting social as well as economic development.

Though the country has taken several steps to tide over the challenge of bridging the gap between the demand and supply of skilled workforce, however, unemployment and skill mismatch remains a critical challenge that the country is experiencing. KSDC has been making efforts to facilitate the youths in getting desirable employment, in line with the current vision of Department of Skill Development, Entrepreneurship and Livelihoods (SDEL) to make India the skill capital of the world. Considering the aforesaid challenge of bridging the gap between the demand and supply of skilled workforce,

KSDC has been working as an enabler to find and utilize various channels which could catalyze the process of providing employment opportunities to the skilled manpower skilled under various projects being implemented by KSDC. In view of the aforementioned, KSDC aims to empanel employment agencies which play a role of a catalyst to provide employment to the skilled manpower trained through the various skilling schemes.

### **1.3 Purpose of this Document:**

- a) To scale up the placement performance of various skill development schemes implemented by KSDC, KSDC intends to identify and empanel suitable Agencies as placement partners such as employment agencies/employers who can facilitate/provide placements of skilled manpower trained through KSDC's implemented skilling programmes and perform their role as prescribed below, effectively. Through this Document, KSDC invites Proposals for the Identification and empanelment of placement partners. The placement partners are expected to play one of the most critical roles in providing placement to skilled manpower.
- b) KSDC hereby invites Proposals from reputed organizations of proven record of accomplishment to be the Placement Partner to provide placement opportunities to Jobseekers registered on skill connect portal and candidates trained under CMKKY Schemes.
- c) The duration of the agreement will be One year initially. Based on the performance of the agency and need of KSDC, the agreement can be extended further for another 1 year, up to maximum of total two years from the date of commencement of services on mutual agreement.
- d) KSDC intends to empanel at least 2-4 agencies for each division (Agencies who are technically qualified as per technical evaluation criteria will be automatically qualified for Provisional Empanelment. KSDC will enter into agreement with the provisionally empaneled agencies. KSDC reserve the right for further inclusion or exclusion subject to performance and business need on future date.
- e) A complete set of Guidelines documents for setting up framework agreement in English may be downloaded by interested Proposers from the official website of KSDC at <https://www.kaushalkar.com> free of cost. Proposer would be solely responsible for

ensuring that any subsequent addenda issued thereafter and available in website is also downloaded / incorporated in the document while preparing and submitting Proposals.

f) All Proposals must be accompanied by a proposal security as specified in the documents for setting up framework agreement. Late Proposals will be rejected. Technical Proposals will be opened in the presence of the Proposers' representatives who choose to attend at the address below. In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of Proposals and opening will be the following working day at the appointed time.

g) Proposals must be physically submitted to the address below :

To,

The Managing Director,

Karnataka Skill Development Corporation (KSDC)

Third Floor, Kaushalya Bhawan, Near Dairy Circle, Bannerghatta Road, Bangalore – 560029

## 2. KEY EVENTS AND DATES

S.No	Information	Details
1.	Download	Kaushalkar Portal: <a href="https://www.kaushalkar.com">https://www.kaushalkar.com</a>
2.	Any Queries	At : 3 <sup>rd</sup> Floor, Kaushalya Bhawan, Dairy Circle, Bangalore – 560029

## 3. OTHER IMPORTANT INFORMATION RELATED TO PROPOSAL SUBMISSION

S.No.	Item	Description
1.	Empanelment Fees (Non – refundable)	Rs. 10,000 (Ten Thousand)
2.	Assignment Duration:	The duration of the consultancy assignment shall be One year

### 3.1 Request for Proposal – Process

#### a) Proposal document Fees

The qualified Agency are requested to pay online Empanelment fees of Rs. 10,000/- through using this link <https://www.kaushalkar.com/article/annexure-c-steps-for-challan-generation/>. Empanelment fee is non-refundable.

#### b) Contact Details

For any clarifications & communication with reference to the documents, the Agency are expected to communicate at the contact information provided below:

To,

The Executive Director – 2, KSDC

Email ID: [eo\\_i\\_rfp@kaushalkar.com](mailto:eo_i_rfp@kaushalkar.com)

#### 4. QUALIFICATION CRITERIA FOR SUBMISSION OF PROPOSAL

Sl. No	Criteria	Supporting Documents
PQ-1	The agency must be a Company, Partnership firm or LLP; must be a Registered legal entity in India.	Certificate of incorporation or any other registration certificate. GST Certificate, PAN Card.
PQ-2	The Agency should have average annual turnover of at least Rs.50 Lakhs in the last three Financial years.	CA Certificate with CA's Registration Number/ Seal clearly mentioning the Turnover with Audited Financial Statements of the last three financial years
PQ-3	The agency must have carried out Placement assignments	Work Orders/ Contract /Agreements letter of completion from clients along with the number of candidates placed as the documentary proof
PQ-4	Minimum 500 candidates placed in the employer partnerships.	Declaration Letter with stamp and signed by authorised signatory of the Agency. The employer partnerships should be supported by contracts/MoUs/ and satisfactory declaration letters from the employer partnerships stating the cumulative number of candidates facilitated and successfully placed by the Agency. The name, contact number and designation of authorised signatory should be clearly visible
PQ-5	The Agency should never be blacklisted, suspended or terminated by any agency of the central government, public sector undertaking or by any department of State Government in India.	Self-Attested Letter by each Company / Firm / Agency
PQ- 6	The Agency should have office in Bangalore/ anywhere in Karnataka	Address proof on the Office
PQ-7	Job melas / Placement Drives	Experience in conducting Jobmelas and placement drives. , (if any, Not Mandatory )
PQ-8	International Placements	Experience (if any, Not Mandatory )

\* As per the Proceeding of GOK Providing Preferential market access to start-ups in Karnataka in Procurements of technology related to Goods and Services. Start-ups are given relaxation in all the above pre-qualification criteria as mentioned in the Government Order.:

i) GO. No. KSEDC/ITS/MC/EOI-POQ/2016-17 Dated: 06.09.2016

ii) Go. No ITD 27 PRM 2015 BENGALURU Dated: 16.09.2017

\*Other Terms and Condition will remain unchanged as per the Document.

## **5. SCOPE OF WORK**

### **I. Summary of process of empanelment**

The following two alternative arrangements/approaches can be made after successful empanelment as Placement Partners

#### **Approach 1:**

Allocation of the list of candidates registered on the skill connect portal to Placement Partners by the KSDC

A review of performance of Placement Agencies will be conducted periodically. The key features of this approach are as below:

#### **Approach 2:**

Allocation of work to Placement Partners by KSDC from pool of unplaced candidates trained under CMKKY.

KSDC allocates the work of placing unplaced candidates belonging to the pool of unplaced candidates with more than 90 days of courses completion and disburses basis per candidate successful placement. A review of performance of Placement Agencies will be conducted periodically.

### **II. Broad Roles and Responsibilities of Placement agency/Firm/ Organization:**

The selected Placement agency/firm/ Organization will facilitate the outcomes of the scope of services mentioned below using the best of its global knowledge base for benchmarking, domain expertise to place the Trainees trained across sectors. The broad Scope of Services include the following, but not limited to:

#### **a) Pre-Placement Activities:**

- i.** Preparation and approval of time bound “placement plan” along with the details of geographical and sectorial coverage for placing the Trainees and in consultation and agreement with the Managing Director, KSDC
- ii.** Trade wise finalizing the number of Trainees to be placed across sectors and geography within defined timelines
- iii.** Finalizing the reporting format as per the requirement of KSDC
- iv.** Liasoning with prospective employers for the placement of skilled manpower

- v. Map the Skilled Trainees with the Employment Opportunities
- vi. Coordinating with KSDC for the placement of the Trainees trained by them as per demand of employers
- vii. Assisting Trainees through the recruitment process (train students on job hunting skills including social and professional networking skills and help the students improve CV writing and interviewing skills)

**b) Placement Activities**

- i. Organizing Placement Melas/Job fairs, campus interviews and other modes of placement drives at various locations, ensuring participation of employers and Trainees Identifying suitable Trainees with the help of TPs and connecting the suitable Trainees with the employers (provide job matching service i.e. identify relevant job roles for specific group of trainees and connect them with the employer)
- ii. Ensuring successful placement of Trainees
- iii. The firm should focus on Female pass-out trainees and provide them equal employment opportunities in their specialization area
- iv. Coordinating with employers, TPs and Trainees for facilitating smooth joining process of the selected Trainees

**c) Post-Placement Activities**

- i. Coordinating with employers to provide the mandatory documents of selected Trainees such as appointment letter/letter from the employer/offer letter with acceptance of Trainee etc. The documents must be aligned to the list of documents considered as valid proof of employment as per KSDC guidelines which shall be communicated to the agency from time to time.
- ii. Coordinating with employers to periodically provide pay slips and other necessary documents to KSDC as proof of employment
- iii. Conducting 1<sup>st</sup> Level placement verification, as agreed with KSDC
- iv. Resuming channel for communication with Trainees who quit their jobs and provide alternate employment if the Trainee wishes to work further
- v. Supporting career counselling and retention management for Trainees by constant dialogue with Trainees and employer

**d) Reporting and Handholding**

- i. Periodic reporting of Trainees placed as per the reporting format designed during the planning stage
- ii. The selected firm/agency/organization will work in close coordination with the Placement Cell/Industrial linkage cell, KSDC and provide handholding support, trainings and knowledge to the TPs to successfully conduct placement activities in a longer run
- iii. Coordination with various stakeholders in the KSDC/ Principal of ITIs

- iv. Submission of report to KSDC consisting of insights from data analysis, project performance as against defined timelines, etc.
- v. Periodically updating KSDC on key performance metrics such as average retention of trainees recruited through them, dropout factors, employer feedback etc.
- vi. Adhering to all guidelines/ rules or regulations released by KSDC with reference to Placement agency/firm / Organization

The broad roles and responsibilities of KSDC include the following but not limited to:

## **6. MONITORING AND EVALUATION**

- i. Monitoring the operations and results of placements through the support of Placement agency/firm/ organization, in accordance with the guidelines and defined rules and regulations
- ii. Formulating and releasing the Operating guidelines to be adhered to by the Placement agency/Firm / Organization which is empaneled. The Guidelines shall be framed under the guidance of SDEL
- iii. Provide necessary guidance and supervision to the empaneled Placement agency/Firm/Organization for any procedures/guidelines/rules/regulations with respect to the skilling schemes implemented by KSDC
- iv. Conducting investigation of the empaneled Placement agency/Firm/Organization from time to time through surprise visits to employers' locations, call verification to placed Trainees etc
- v. Provide periodic reports to KSDC about the performance, progress and monitoring aspects of Placement agency/Firm/Organization
- vi. Performing other roles and responsibilities that may be enforced to carry out the implementation and monitoring of Placements, as desired by KSDC

### **A. Broad Scope of work of KSDC**

The broad roles and responsibilities of KSDC include the following but not limited to:

- i. Examining whether the placement partners are meeting the eligibility and evaluation criteria and giving subsequent approvals to empanel the placement partners
- ii. Monitoring the operations and results of placements through the support of Placement Partners, in accordance with the guidelines and defined rules and regulations
- iii. Formulating and releasing the Operating guidelines to be adhered to by the Placement Partners which are empaneled.
- iv. Provide necessary guidance and supervision to the empaneled placement partners for any procedures/guidelines/rules/regulations with respect to the skilling schemes implemented by KSDC
- v. Conducting investigation of the empaneled placement partners from time to time through surprise visits to employers' locations, call verification to placed candidates etc.
- vi. Review the performance, progress and monitoring aspects of Placement Partners periodically
- vii. Performing other roles and responsibilities that may be enforced to carry out the implementation and monitoring of Placements



Note: In order to know more about the skill development schemes implemented by KSDC, please refer to respective guidelines available on the public domain such as:

- CMKKY Scheme guidelines and Standard Operating Procedures w.r.t. implementation of the scheme
- Agencies are also advised to keep themselves abreast of any other guidelines OR operating manual OR any other communication to be released by KSDC from time to time.
- All such documents shall be available on KSDC's official website

## **7. Funding Mechanism**

KSDC shall pay a fixed fee 30% of the training cost under common norms which is prescribed for placement of the candidate for specific job roles per candidate for the successful placement of a candidate and the empaneled agency is contractually obliged to match the recruitment needs.

The 2/3<sup>rd</sup> of 30% of the training cost payment will be remitted post 3 months of tracking report per candidate submitted. The remaining 1/3<sup>rd</sup> will be remitted after tracking for another 3 months. The Tracking report and placement data needs to be verified by the verifications committee constituted by KSDC before submission of invoices.

No private placement agency shall charge or receive any form of fees, remuneration, profit or compensation from Job Seeker, other than as prescribed under this proposal.

Note: All management and operational expenses for placement partners are expenses of any activity related to the placement / facilitation of placement of candidates registered on skill connect portal or skilled under the skill development schemes implemented by KSDC, incurred by the Placement Partners, as per the scope of work defined in the Document. Responsibility for these expenses and their amounts shall be borne by the Placement Partner.

### **7.1 Defining successful placement of a candidate:**

- i. Candidates are placed under the category of wage employment.
- ii. Candidates are placed within the time period as agreed upon between KSDC and Placement Partner.
- iii. The remuneration paid to the placed candidate in wage employment should be equal to or above the state wise minimum wages as defined in the annual report of Ministry of labour & Employment.
- iv. Placed candidate is in continuous employment for a minimum period of 6 months from date of first employment with the same employer, or another employer.
- v. Relevant placement documents considered as valid proof of wage employment (mandated in the Placement guidelines) are periodically furnished.
- vi. The candidate successfully clears placement verification

## **8. CONDITIONS UNDER WHICH DOCUMENT IS ISSUED**

- i. This Document is not an offer and is issued with no commitment. KSDC reserves the right to withdraw and change or vary any part thereof at any stage. KSDC also reserves the right to disqualify any Agency should it be so necessary at any stage.
- ii. Timing and sequence of events resulting from this Document shall ultimately be determined by KSDC.
- iii. No oral conversations or agreements with any official, agent, or employee of KSDC shall affect or modify any terms of this Placement Document and any alleged oral Agreement or arrangement made by a Agency with any KSDC agency, official or employee shall be superseded by the definitive Agreement that results from this Placement Document process. Oral communications by KSDC to Agencies shall not be considered binding on it, nor shall any written materials have provided by any person other than KSDC.
- iv. Neither the Agency nor any of the Agencies representatives shall have any claims whatsoever against KSDC or any of their respective officials, agents, or employees arising out of or relating to this Placement Document or these procedures (other than those arising under a definitive service Level Agreement with the Agency in accordance with the terms thereof).
- v. Until the Contract is awarded and during the validity of the Contract, Agencies shall not, directly or indirectly, solicit any employee of KSDC to leave KSDC or any other officials involved in this Placement Document process in order to accept employment with the Agency, or any person acting in collusion with the Agency, without prior written approval of KSDC.

### **8.1 NON- CONFORMING PROPOSAL**

#### **Proposal may be construed as a non-conforming Proposal and ineligible for Consideration:**

- a. If it does not comply with the requirements of this Placement Document.
- b. If the Proposal does not follow the format requested in this Placement Document or does not appear to address the particular requirements of KSDC.

### **9. Disqualification**

The Proposal is liable to be disqualified in the following cases or in case the Agency fails to meet the requirements as indicated in this Placement Document:

- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.
- ii. Proposal is received in incomplete form.
- iii. Proposal is received after due date
- iv. Proposal is not accompanied by all the requisite documents.

- v. Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any
- vi. Agency tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the proposal submission process.
- vii. In case any one Agency submits multiple Proposals or if common interests are found in two or more Agencies, the Agencies are likely to be disqualified, unless additional Proposals/Agencies are withdrawn upon notice immediately.
- viii. Agency fails to deposit the Performance Bank Guarantee or fails to enter into a Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the department.
- ix. Any Offer received by KSDC after the deadline for submission of Proposal shall be declared late and will be rejected.
- x. While evaluating the Proposals, if it comes to the KSDC's knowledge expressly or implied, that some Agencies may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Proposal then the Agencies so involved are liable to be disqualified for this Contract as well as for a further period of Five years from participation in any of the EOI floated by the KSDC.
- xi. If the Technical Proposal contains any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the Offer.

### **Acknowledgement of understanding**

By submitting a Proposal, each Agency shall be deemed to acknowledge that he has carefully read all sections of this Placement Document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

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

KSDC reserves the right to accept or reject any Proposal, and to annul the Empanelment process and reject all Proposals at any time prior to award of Contract, without thereby incurring any liability to the affected Agency or Agencies or any obligation to inform the affected Agency or Agencies of the grounds for KSDC's action.

### **Notification of Award**

Prior to the expiration of the validity period, KSDC will notify the Successful Agency that its Proposal has been accepted by issuance of a Letter of Intent in writing.

### **Conditions Precedent of the Agency:**

The Agency shall be required to fulfill the Conditions Precedent within 15 Business Days from issue of the Letter of Intent to the Agency.

The Conditions Precedent are as follows:

- Submission of Performance Bank Guarantee.

- To provide registered copies of the contract agreement.

### **Extension of time for fulfillment of Conditions Precedent**

The parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the term of the Service Agreement (SA).

### **Non-fulfillment of the Agencies Conditions Precedent**

In the event that any of the conditions precedent of the Agency have not been fulfilled within 15 Business Days from the date of issue of Letter of Intent and the same have not been waived fully or partially by KSDC or its nominated agencies, the SA shall cease to exist;

### **General Conditions of Contract**

#### **a) Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of the India.

#### **b) Settlement of Disputes**

Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 6.2 shall become applicable.

#### **- Arbitration:**

- In the case of dispute arising, upon or in relation to, or in connection with the contract between KSDC and the Successful contestant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the KSDC and the successful Contestant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by KSDC. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

- The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by KSDC and the successful Contestant. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

**c) Payment Schedule**

- Payment shall be released within 30 days of the receipt of the invoice. Invoicing will have to be done at the end of each month.
- Any payment under the Agreement shall be made only after signing of formal Agreement.
- Agencies shall provide necessary details of its/their bank accounts and IFS codes pertaining to such bank accounts to the department

No interest shall be payable by the department on any delayed payment /disputed payment.

**d) Taxes and Duties**

The successful Contestant shall be entirely responsible for all taxes and other such levies imposed.

**e) Confidential Information**

KSDC and the successful Contestant shall keep confidential and shall not without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

KSDC shall not use such documents, data, and other information received from the successful Contestant for any purposes unrelated to the Contract. Similarly, the successful Contestant shall not use such documents, data, and other information received from KSDC for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

**f) Force Majeure**

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

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful Contestant that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful Contestant. Such events may

include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**g) Termination**

KSDC may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this GCC Clause

- i. If the successful Contestant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as KSDC may have subsequently approved in writing.
- ii. If the successful Contestant becomes (insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- iii. If the successful Contestant, in the judgment of KSDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv. If the successful Contestant submits to the KSDC a false statement which has a material effect on the rights, obligations or interests of KSDC.
- v. If the successful Contestant places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to KSDC.
- vi. If the successful Contestant fails to provide the quality services as envisaged under this Contract, KSDC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. KSDC may decide to give one chance to the successful Contestant to improve the quality of the services.
- vii. If the successful Contestant fails to comply with any final decision reached as a result of arbitration proceedings.
- viii. If, as the result of Force Majeure, the successful Contestant is unable to perform a material portion of the Services for a period of not less than 60 days
- ix. In any event, KSDC is entitled to terminate if and only if the breach is not remedied within a stipulated time period.

**h) All other laws to be applicable**

The agency shall comply with all applicable laws of land and KSDC shall not be held liable for any change/modification in these laws which adversely affect this Placement Document. No claim or compensation on this account will be entertained.

**i) Professional Ethics and Confidentiality**

The selected Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to the interest of Government of Karnataka or the Government of India. The Agency will maintain strict confidentiality on matters disclosed till proper instruction is issued for publication.

**j) Review of Performance**

The performance of the Agency shall be regularly reviewed at least on quarterly basis on the parameters of initiative, competence and response time. If the Agency fails to meet the requirements of department, the engagement will be terminated.

**k) Waivers**

It is fully understood and agreed that none of the terms and conditions of the Agreement shall be deemed to be waived by either party unless such waiver will be executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

**l) Indemnity**

The successful Contestant shall keep the department indemnified against all claims/actions/ litigation, etc. of whatsoever nature in respect of the services/ work under the Agreement and arising out of, either directly and indirectly under the Agreement.

**m) Performance**

The successful Contestant shall undertake to provide / perform all services under the contract with all-reasonable skill, diligence and care to the satisfaction of the department and accept full responsibility for satisfactory completion and performance of the services that fall reasonably within the ambit of the Agreement. Any defect, deficiencies noticed in the successful Contestant's service will be promptly remedied upon the receipt of verbal / written notice from department to improve their performance, failing which department may terminate the agreement by giving the successful Contestant 1 month's written notice. However, department will give the chance of explanation to the successful Contestant.

**n) Discipline**

Successful Contestant shall maintain strict discipline and good conduct among its employees. If the department receives complaint/s or have reason/s to believe that the conduct of any of the successful Contestant's employees is detrimental to department's interest, department shall have the right to ask for the removal of such employee, while on or off the job. The successful Contestant shall unconditionally comply with any such request and remove such personnel at its own expense. The Agency will be allowed a maximum of 15 working days to replace such employee with a competent & qualified employee.

