

STANDARD PROCUREMENT DOCUMENTS
Standard Request for Proposal
for

Selection of Training Partners for the implementation of Project ‘**AMBER (Accelerated Mission for Better Employment and Retention)**’



Transforming the skill landscape

RFP/IC/2022/021

Department- International Collaborations

Important Dates:

Date of commencement of REOI	09 th June 2022
Pre bid meeting. <i>Virtual via MS Teams.</i> Click here to join the meeting	16 th June 2022, 11:30 am
Receipt of Queries by email to procurement@nsdcindia.org	16 th June 2022, 6:00 pm
Last Date and Time of Receipts of Technical Proposals	30 th June 2022, 06:00 pm
Place of Submission of Proposals	https://nsdc.eproc.in/ProductNSDC/publicDash

INSTRUCTION TO BIDDERS/TRAINING PARTNERS (ITB)

A. General Provisions

1. Definitions

- 1.1. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- 1.2. “Applicable Law” means the laws and any other instruments having the force of law in India.
- 1.3. “Client” means NSDC
- 1.4. “Bidder” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.5. “Contract” means a legally binding written agreement signed between the Client and the Bidder.
- 1.6. “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Client. It excludes the Client’s official public holidays.
- 1.7. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub-Bidder or Joint Venture member(s).
- 1.8. “Government” means the government of India.
- 1.9. “In writing” means communicated in written form (e.g. by mail, e-mail, including, if distributed or received through the electronic-procurement system used by the Client) with proof of receipt.
- 1.10. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- 1.11. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Bidder’s proposal.
- 1.12. “Non-Key Expert(s)” means an individual professional provided by the Bidder or its Sub-Bidder and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- 1.13. “Proposal” means the Technical Proposal of the Bidder.
- 1.14. “RFP” means the Request for Proposals to be prepared by the Client for the selection of Bidders, based on the SPD - RFP.
- 1.15. “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- 1.16. “Services” means the work to be performed by the Bidder pursuant to the Contract.
- 1.17. “Sub-Bidder” means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to the Client during the whole performance of the Contract.
- 1.18. “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.

2. Introduction

- 2.1. *National Skill Development Corporation (NSDC), the client intends to **select Training Partners for implementation of Project ‘AMBER (Accelerated Mission for Better Employment and Retention)’*** (hereinafter called “Bidders”).
- 2.2. The Bidders with whom this RFP is shared, are invited to submit a Technical against this RFP. The Proposal will be the basis for evaluation, selection, negotiation and ultimately signing the Contract with the selected Bidders.
- 2.3. The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals.
- 2.4. The Client will timely provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidders’ Proposal.
- 2.5. The information contained in this document or information provided subsequently to bidder(s) whether verbally or in documentary form by or on behalf of NSDC, is on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. This document is not an agreement and is not an offer or invitation by NSDC to any parties other than the bidder(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as —Bidder or —Bidders respectively). The purpose of this document is to provide the Bidders with information to assist the formulation of their proposals. This document does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this document. NSDC makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this document. The information contained in the document is selective and is subject to updating, expansion, revision, and amendment.
- 2.6. NSDC reserves the right of discretion to change, modify, reject, add to, or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. NSDC in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document. NSDC reserves the right to reject any or all proposals received in response to this document at any stage without assigning any reason whatsoever. The decision of NSDC shall be final, conclusive, and binding on all the parties.

3. Conflict of Interest

- 3.1. The Bidder is required to provide professional, objective, and impartial advice, always holding the Client’s interests’ paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2. The Bidder 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 Bidder or the termination of its Contract and/or sanctions by NSDC.
- 3.3. Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:
 - 3.3.1. Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a

project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

3.3.2. **Conflicting assignments** Conflict among consulting assignments: a Bidder (including its Experts and Sub-Bidders) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.

3.3.3. **Conflicting relationships** Relationship with the Client’s staff: a Bidder (including its Experts and Sub-Bidders) that has a close business or family relationship with a professional staff of NSDC who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NSDC throughout the selection process and the execution of the Contract.

4. **Corrupt and Fraudulent Practices:** The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Annexure 3. In further pursuance of this policy, Bidders shall permit and shall cause their agents, Experts, Sub-Bidders, sub-contractors, services providers, or suppliers to permit NSDC to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by NSDC.

5. **Eligibility Criteria:** Only those Bidders who qualify the eligibility criteria will be evaluated financially:

Eligibility Criteria
5.1. An applicant should be a funded/ non-funded Training Partner of NSDC, or an applicant should have established and functional PMKK or PMKVY centers or an applicant should have implemented any other govt. scheme implemented on Skill India Portal (SIP) or any other govt. portal with min. 1000 numbers
5.2. An applicant should have experience of skilling placement linked training program (under government funds, CSR or privately paid models).
5.3. An entity should be in existence for min. 3 years from date of publishing of this RFP.
5.4. An applicant eligible to work in a region and not be blacklisted by any donor agency/ State government/ central government/ govt. agency/ public sector undertaking/ autonomous bodies/ any other competent authority. An undertaking will be required in this regard (refer Annexure 1)
5.5. An applicant should apply for min. 5 centers and share proof of existence of the centers and their ownership/tenancy (refer Annexure 1).
5.6. An entity or any Training Provider or any Training Center of the TP should not be currently backlisted for any project implemented by NSDC/ MSDE
5.7. An applicant should have no statutory dues at the time of application

Note: -Only those Training Partners whose proposals meet all the eligibility criteria and responsive to RFP, will be shortlisted for further evaluation.

Note: - Submission of all the valid/legal documents in context to above table is mandatory Only those bidders whose proposals meet all the eligibility criteria and responsive to RFP, will be shortlisted for evaluation.

6. Duration of Assignment

The duration of assignment shall be for 02 years from the start of agreement. However, the quality of service provided by the Bidder and the performance of the Bidder shall be reviewed continuously and in case the performance is found unsatisfactory, the Bidder's contract can be terminated at NSDC's discretion. If the performance is found satisfactory then, contract may be extended for further duration mutually agreed between NSDC and selected bidder. In case, there is a requirement for more Bidders for any reason, NSDC may procure services from more Bidders for similar purpose.

B. Preparation of Proposals

7. **General Considerations:** In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. **Cost of Preparation of Proposal:** The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to selection, without thereby incurring any liability to the Bidder.
9. **Language:** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in "English".
10. **Documents Comprising the Proposal:** The Proposal shall comprise the documents and forms listed in Annexure 1.
11. **Only One Proposal:** The Bidder shall submit only one Proposal. If a Bidder, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
12. **Proposal Validity:** Bidder's Proposal must remain valid up to 180 days after the Proposal submission deadline. During this period, the Bidder shall maintain its original Proposal without any change, including their availability. If it is established that any Bidder was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
 - 12.1. **Extension of Validity Period:** The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Proposals' validity will automatically extend by 180 days more.
 - 12.2. Extension of validity of the Proposals shall be done without any change in the original Proposal and with the confirmation of the availability of the staff.
13. **Proposal Securing Declaration:** Training Partner is required to submit a Proposal Securing Declaration as per the format provided in Annexure 4 of the RFP. A Proposal Securing Declaration be executed:
 - 13.1. if a Training Partner withdraws its proposal during the period of proposal validity or any extension thereto provided by the client.
 - 13.2. if the successful Training Partner fails to sign the Contract.
14. **Sub-Contracting:** The Bidder cannot subcontract some or whole of the Services.
15. **Clarification and Amendment of RFP:** The Bidder may request a clarification of any part of the RFP till the date mentioned in the RFP document. Any request for clarification must be sent in writing, by email to the Client's email address: procurement@nsdcindia.org. The Client may respond in writing, by email, or will upload responses (including an explanation of the query but without identifying its source) to all Bidders. Should the Client deem it necessary to amend the RFP because of a clarification, it shall do so following the procedure described below:

- 15.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be shared with the Bidders.
- 15.2. If the amendment is substantial, or there is technical issue in submission of bids, the Client may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.
- 15.3. The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.

16. Technical Proposal Format and Content:

17. The Technical Proposal shall be prepared using the format provided in Annexure 1 of the RFP
18. Only those proposals which qualify on all parameters of Eligibility criteria in point 5 above will be considered for evaluation.

C. Submission, Opening and Evaluation

19. Submission of Proposals:

- 19.1. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexure 1. The Bidder shall submit Technical Proposal only on eProcurement Portal <https://nsdc.eproc.in/> as per process mentioned in Annexure 2
- 19.2. An authorized representative of the Bidder shall sign the original submission letters in the required format for Technical Proposal and shall initial all pages. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 19.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

20. Confidentiality: From the time the Proposals are opened to the time the contract is awarded, the Bidder should not contact the Client on any matter related to its Technical Proposal.

- 20.1. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the selection.
- 20.2. Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.
- 20.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of selection, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
- 20.4. This document is meant for the specific use by the bidders interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. NSDC expects the bidder or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders shall be held responsible for any misuse of information contained in the document if such a circumstance is brought to the notice of NSDC. By downloading the document, the interested party is subject to confidentiality clauses.

21. Opening of Technical Proposals: The Client's evaluation committee shall conduct the opening of the Technical Proposals.

22. Evaluation of Technical Proposals: The Client's evaluation committee shall evaluate the Technical Proposals first based on their responsiveness to the RFP and applying the eligibility criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to meet the eligibility.

Technical Evaluation Criteria			
Round one	Technical Evaluation		
S. No.	Criteria	Score	Documentary Proof
1	For Profit Organizations- Average annual turnover in 5 consecutive financial years	10	Audited Financial Statements accompanied by a Certificate from Statutory Auditors of the entity
<i>1.1</i>	Greater than or equal to 10 Cr.	10	
<i>1.2</i>	Less than 10 Cr. but more than or equal to 5 Cr.	8	
<i>1.3</i>	Less than 5 Cr. but more than or equal to 3 Cr.	5	
<i>1.4</i>	Less than 3 Cr. but more than or equal to 1 Cr.	3	
<i>1.5</i>	Less than 1 Cr.	0	
	OR		
	For Not-For Profit Organizations: Average Gross receipts received in 5 consecutive financial years	10	Audited Financial Statements accompanied by a Certificate from Statutory Auditors of the entity
<i>1.1</i>	Greater than or equal to Rs 3 Cr.	10	
<i>1.2</i>	Less than Rs 3 Cr. but more than or equal to Rs 1 Cr.	8	
<i>1.3</i>	Less than Rs 1 Cr. but more than or equal to Rs 50 Lakhs	5	
<i>1.4</i>	Less than Rs. 50 lakhs	0	
2	Past performance in skilling (placement liked training) in last 5 years	10	Certificate/ email confirmation from respective scheme authorities/ department regarding training numbers completed
<i>2.1</i>	10000 learners trained	10	
<i>2.2</i>	5000-10000 learners trained	5	
<i>2.3</i>	Less than 5000 learners trained	0	
3	Percentage of candidates placed against candidates certified by the TP	10	Certificate(s)/ email confirmation from respective Schemes Authorities / Bodies And / or Affidavit for self- declared numbers as reported on any govt. portal/ Letters from entity in case of CSR/ Letters from employers under emoloyer linked program regarding placement status
<i>3.1</i>	Greater than or equal to 70%	10	
<i>3.2</i>	Less than 70% but more than or equal to 60%	8	
<i>3.3</i>	Less than 60% but more than or equal to 50%	5	
<i>3.4</i>	Less than 50% but more than or equal to 40%	3	
<i>3.5</i>	Less than 40%	0	

Technical Evaluation Criteria			
Round one	Technical Evaluation		
S. No.	Criteria	Score	Documentary Proof
4	Sectoral Experience: Implemented training for minimum 500 numbers in each sector applied from sectors of mass employment (Retail, Hospitality, Healthcare, Telecom, Green Jobs, Logistics, Electronics)	10	Certificate/ email confirmation from respective scheme authorities/ department or Self-declaration along with evidence of training regarding experience in relevant sectors under AMBER
4.1	Experience in 5 or more sectors	10	
4.2	Experience in 3-5 sectors	5	
4.3	Experience in less than 3 sector	0	
5	Placement performance in mass employment sectors (Retail, Hospitality, Healthcare, Telecom, Green Jobs, Logistics, Electronics) applied under AMBER	10	Certificate(s)/ email confirmation from respective Schemes Authorities / Bodies And / or Affidavit for self-declared numbers as reported on any govt. portal/ Letters from entity in case of CSR/ Letters from employers under employer linked program regarding overall placement performance in respective sectors
5.1	Overall placement rate in sectors applied under AMBER is 50% or more	10	
5.2	Overall placement rate in sectors applied under AMBER is 40-50%	7	
5.3	Overall placement rate in sectors applied under AMBER is less than 40%	0	
6	Sectoral Experience: Implemented training for minimum 500 numbers in IT courses/ Coding/ Software Development job roles (excluding ITeS sector job roles such as Data Entry Operator, CRM Domestic Voice etc)	10	Certificate/ email confirmation from respective scheme authorities/ department or Self-declaration along with evidence of training regarding experience in relevant sectors under AMBER
6.1	Experience in more than 4 job roles	10	
6.2	Experience in 2-4 job roles	5	
6.3	Experience in less than 2 job roles	0	
7	Placement performance in IT courses/ Coding/ Software Development job roles (excluding ITeS sector job roles such as Data Entry Operator, CRM Domestic Voice etc)	10	Certificate(s)/ email confirmation from respective Schemes Authorities / Bodies And / or Affidavit for self-declared numbers as reported on any govt. portal/ Letters from entity in case of CSR/ Letters from employers under employer linked program regarding overall placement performance in respective sectors

Technical Evaluation Criteria			
Round one	Technical Evaluation		
S. No.	Criteria	Score	Documentary Proof
7.1	Overall placement rate is 50% or more	10	
7.2	Overall placement rate is 40-50%	7	
7.3	Overall placement rate is less than 40%	0	
8	Experience in use of technology in skill training and monitoring - experience in implementing blended/ online training program - LMS (own/ licensed) for delivering training in online/ blended mode - data management systems/ platforms (own/ licensed) - use of technology in monitoring (attendance monitoring, trainer performance monitoring, student screening & selection etc)	10	Max. 1000 words write up
8.1	Experience in three or more aspects mentioned above	10	
8.2	Experience in any two aspects mentioned above	8	
8.3	Experience in any one mentioned above	5	
8.4	Experience in none	0	
9	Share proposed structure of team at center/ regional/ HO level for implementation of the program Capability of team members assigned to AMBER (qualification & experience in skilling programs)	10	1. Suggestive team structure - centre level team: Centre Manager, Mobilizer, Trainer, Placement coordinator etc - regional level: Operations coordinator, Academic in-charge - HO level: Program Manager 2. CVs and experience proof of team members
10	Detail of intervention (as per Proposal template)	10	Plans and outline of how to execute the project with good quality (1000 words)
Total Score		100	
Round two	Presentation: Only shortlisted entities will be called for presentation	50	
Grand Score		150	

Bidders with their scores and rank will be tabulated. Around 10-12 bidders are expected to be awarded work on the basis of their ranking however actual number will be decided after evaluation. In case qualifying bidder does not agree on terms of contract, next ranked bidder will be approached.

The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Bidder's authorized representative.

23. NSDC reserves the right to award work to one or more Bidders for any specific assignment and the

number will depend on requirement.

24. During the assignment, if requirement arises, more agencies can be included.
25. The decision of NSDC will be final and binding upon all Bidders.

ANNEXURE 1: REQUIREMENT CHECKLIST

This form serves as a checklist for preparation of your proposal. Before submitting your proposal, please ensure compliance with the Proposal Submission instructions.

TECHNICAL PROPOSAL

Have you duly completed all the required forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Training Partner’s Information Form	<input type="checkbox"/>
▪ Form C: Eligibility Criteria	<input type="checkbox"/>
▪ Form D: Technical Proposal	<input type="checkbox"/>

Form A: Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Selector]

Dear Sir/Ma'am:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal.

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 by the Selectors and/or may be sanctioned by the Selectors.
- (b) Our Proposal shall be valid and remain binding upon us for the period of 180 days after the last date of submission.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 5, and we confirm our understanding of our obligation to abide by the NSDC's policy regarding corrupt and fraudulent practices as per Annexure 3.
- (e) We, along with any of our , subcontractors, suppliers, or service providers for any part of the selection, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.
- (f) 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 as per Prevention of Corruption Act, 1988
- (g) Our Proposal is binding upon us and subject to any modifications.

We undertake, if our Proposal is accepted and the Contract is signed or letter of Intent/PO is issued, to initiate the Services related to the assignment no later than the date indicated in the contract/letter.

We understand that the Selector is not bound to accept any Proposal that the Selector receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _

Name and Title of Signatory: _____

Name of Training Partner: _____

Address: _____

Contact information (phone and e-mail): ____

Form B: Training Partner's Information Form

SN	Particulars	Details
1.	Legal Entity Name	
2.	Registered Address	
3.	Year of Registration	
4.	Training Partner's authorized representative information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
5.	Contact person NSDC & GIF may contact for requests for clarification during the proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
6.	Please attach the following documents:	<ul style="list-style-type: none"> ▪ Training Partner's profile (should not exceed 10 pages in total) ▪ Power of Attorney

Form C: Eligibility Criteria

Name of the Training Partner	[Insert Name of Bidder]	RFP Reference No.	[Insert Reference No.]

Technical Evaluation Criteria	Attach relevant proof
<ul style="list-style-type: none"> ➤ Past performance: TP should have undertaken Placement linked training programs since last 5 years and trained at least 5000 learners or more ➤ Placement performance: Overall placement rate in PMKVY/ any other central or state sponsored skill development scheme should be at least 40% or above (self-reported figures on SIP) in the last 5 years ➤ Experience in relevant sector/ job role: TP should have training experience in at least 5 or more sectors/ job roles in the target sectors/ job roles in AMBER with a placement rate of more than 40% in these sectors. For the purpose of RFP, TP can quote the job roles (other than AMBER job roles) undertaken in the same sector. If TP has similar job role experience in selected sectors it will also be considered. For IT sector job roles, experience should be in IT courses/ Coding/ Software Development job roles ➤ Use of technology and Data Management practices: availability of technology for blended/ online learning, use of tech in internal systems & data management practices, monitoring etc. ➤ Capacity to Deliver: Providing evidence of appropriate quality compliance practices and availability of infra in proposed locations. Appropriate qualifications, experience and skills of personnel and team balance to implement the Services. Trained staff and availability of infrastructure ➤ Financial Capability: <ul style="list-style-type: none"> • For profit organizations: Average annual turnover in 5 consecutive financial years should be 10 crores • For not-for-profit organizations: Average Gross receipts received in 5 consecutive financial years should be 3 crores ➤ Robustness of organization: Demonstrated ability to provide adequate management and support to deliver the Services. Personnel nominated to provide the services have strong familiarity and experience with skilling projects and activities and knowledge of best practices 	<p>Refer to pt. no. 22 under section C</p>

Technical Evaluation Criteria	Attach relevant proof
<ul style="list-style-type: none"> • Share proposed structure of team at center/ regional/ HO level for implementation of the program • Capability of team members assigned to AMBER (qualification & experience in skilling programs) <p>➤ Detail of Intervention- To be elaborated as per proposal template</p>	

Form D: Technical Proposal Evaluation

Name of the Training Partner	[Insert Name of Bidder]	RFP Reference No.	[Insert Reference No.]

Given the AMBER features and principles described above, please share your proposal for an intervention that can help meet the goals of the project and deliver on the outcomes define in the RFP

Notes for completion:

- Proposals must be submitted in Microsoft word
- Please limit your proposal to 10 pages
- Proposals must be provided in English
- TPs should refer to “**Deliverables and Responsibilities**” and understand the deliverables of TPs well under the project

i. Details of intervention

- Specify process for onboarding beneficiaries. This can specify details on mobilization, counselling, beneficiary selection process.
- Specify details on Training, Infrastructure, including digital / blended learning, Trainers, etc.
- Specify Placement Strategy for ensuring high placement rate including placement Tie-Ups in Place (By Geography, Sector). Share letters from employers to establish placement demand min. 3 letters required for each sector applied under AMBER
- Specify Retention Strategy for 3 months & 6 months and Follow-Up Strategy
- Specify strategy for document collection as proof of placement and retention
- Specify expected attrition for each batch of trainees
- **Gender focus**
 - Specify how you would target beneficiary profile
 - Specify how you would achieve gender balance
- **Monitoring & Evaluation**
 - How is your organization currently tracking and monitoring programs?
 - What is your process for quality monitoring in training?
 - Proposed Process of Data Collection, analyses and storing data
 - Is there any audit/ governance process around data collection?

ii. Historical performance of TP in past 5 years-

- **Performance across all placements linked training programs in last 5 years**

Sector	Job role	Name of Program/ Project/ Scheme	No of Beneficiaries/ Year				
			- Male - Female - Total				

			<ul style="list-style-type: none"> - Male - Female Total 					
			(%age of students placed from certified students within 90 days of certification) <ul style="list-style-type: none"> - Male - Female Total 					
			Retained in job after 3 months: <ul style="list-style-type: none"> - Male - Female Total 					
Total								

- **Performance in sectors/ job roles applied under AMBER**

Sector	Job role	Name of Program/ Project/ Scheme	No of Beneficiaries/ Year					
			Enrolled: <ul style="list-style-type: none"> - Male - Female Total 					
			Certified: <ul style="list-style-type: none"> - Male - Female Total 					
			Placed: (%age of students placed from certified students within 90 days of certification) <ul style="list-style-type: none"> - Male - Female Total 					
			Retained in job after 3 months: <ul style="list-style-type: none"> - Male - Female Total 					
Total								

Note: Inconsistency in data submitted in the proposal will lead to disqualification of the entity.

iii. **Proposed target:**

- Include number of proposed beneficiaries under AMBER.
- Each TP, if shortlisted, will be expected to run 3-4 job roles per center under AMBER.

- List of job roles:

○ **Mass employment roles**

- Retail- Retail Sales Associate (RSA),
- Telecom-Customer Care Executive (CCE)-Call Centre,
- Hospitality -Food & Beverage Steward,
- Healthcare-Hospital Front Desk Executive (HFDE)

○ **Tech roles** will include

- Junior Full Stack Developer,
- Cloud Software Developer

Further roles will be introduced in Telecom, Green Jobs, Logistics, Electronics and IT Sector, among others.

- **Geography/ location:** Specify geography of intervention (include State and/or District names; refer to list of States and Districts in AMBER) in following table:

(Add rows as per your submission plans)

No.	State	District	Sector	Job role	Proposed Beneficiary Number	Confirm Whether existing centre is there (yes/No)

Note: This is a very important part of the selection process. Choice of districts should be as per existing centers that TP has. Job roles/Sectors (refer to list of job roles

shared in pt. no. iii in Form D) should have good track record of training and placements as specified in this document.

Centres should be of at least 3000 sq ft , with training capacity to train 150-200 learners or more at any point of time

iv. Organization credentials

- Team: Bidders should provide evidence of their skills and experience in providing the Services. Give evidence of why you/your company/your team members are most capable to deliver the Services
- What will be the team size and structure at each center proposed for AMBER? Please specify.
- How long the organization has been operating in skilling & employability space?
- Is the organization currently profitable (for for-profits) / has diverse and stable sources of funding (for not-for-profits)? Please specify.
- Does the organization have a strong governance structure? Please specify.
- Do you currently work with NSDC / MSDE – please provide details of current programmes.

v. Experience in use of technology in skill training and monitoring

- experience in implementing blended/ online training program
- LMS (own/ licensed) for delivering training in online/ blended mode
- data management systems/ platforms (own/ licensed)
- use of technology in monitoring (attendance monitoring, trainer performance monitoring, student screening & selection etc)

Presentation – Post submission of the proposal, NSDC shall inform the Training Partners (those who meet the eligibility criteria) to make a presentation on the suggested approach (specific to the package selected). The details of what is to be included in the presentation shall be shared later through email.

Annexure -2

DEFINITIONS:

- a.** C1 India Private Limited: Service provider to provide the e-Tendering Software and facilitate the process of e-tendering on Application Service Provider (ASP) model.
- b.** NSDC e-Procurement Portal: An e-tendering portal of National Skill Development Corporation (“NSDC”) introduced for the process of e-tendering which can be accessed on <https://nsdc.eproc.in>.

Pre-requisites:

- (i) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSDC. Bidders can see the list of licensed CA’s from the link www.cca.gov.in
- (ii) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-7291981138 for DSC related queries or can email at vikas.kumar@c1india.com.
- (iii) To participate in the online bidding, it is mandatory for the Applicants to get themselves registered with the NSDC e-Tendering Portal (<https://nsdc.eproc.in>)
- (iv) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- (v) For helpdesk, please contact Help Desk Nos. +91-124-4302033 / 36 / 37
- (vi) Participant are requested to email their issues to helpdesk at nsdcsupport@c1india.com. This will help serving the participant better
- (vii) The amendments/ clarifications to the tender, if any, will be posted on the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- (viii) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- (ix) It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Skill Development Corporation nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

Annexure 3

It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, bidders/suppliers/contractors/Bidders associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts.

In pursuance to above:

- a. Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-Bidder, sub- vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- b. 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 contractor/Bidder and/or its employees, subcontractors/sub-Bidders, sub-vendors, agents for getting the Contract or during the execution of a Contract;
- c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of 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 NSDC's official(s) in the procurement process or in the contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non- competitive levels.

ANNEXURE 4

Form of Proposal-Securing Declaration

[The Training Partner shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

RFP No.: *[number of RFP process]*

To: *[complete name of Client]*

We, the undersigned, declare that:

We understand that, according to your conditions, proposals must be supported by a Proposal- Securing Declaration.

We accept that we will automatically be suspended from being eligible for participating in any contract with the client for the period of time of twelve *months* starting on *[date of Submission of Proposals]*, if we are in breach of our obligation(s) under the RFP conditions, because we:

- (a) have withdrawn our Proposal during the period of Proposal validity or
- (b) having been notified of the acceptance of our proposal by the client during the period of proposal validity, (i) fail or refuse to sign the Contract, in accordance with the instructions.

We understand this Proposal Securing Declaration shall expire if we are not the successful Training Partner, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our proposal.

Name of the Training Partner* _____

Name of the person duly authorized to sign the Proposal on behalf of the Training Partner**

Title of the person signing the Proposal

Signature of the person named above _____

Date signed _____

day of _____

Terms of Reference

Introduction

Work is one of the primary ways that people connect to their societies, and a lack of it can be a crippling source of economic underperformance, social unrest, and individual despair. The COVID-19 pandemic has emerged as an extraordinary challenge for the world, unmatched in both scale and impact. India's unemployment rate reached as high as 24% in the third week of May 2020.¹ In response, governments are formulating stimulus packages to induce job creation/maintenance, with development funding to follow. However, the biggest challenge in the skill development ecosystem still lies in reaching the masses with quality training while keeping the costs low.

The current placement outcomes have been low in erstwhile skilling schemes and retention outcomes have been elusive, therefore making the entire skilling efforts inconclusive. The lack of quality training delivery leads to unfulfilled industry demand for skilled workers and negatively affects the aspirations of trainees.

Project AMBER is designed to solve the above challenges through a scalable and sustainable model of skill development initiative. AMBER will have a sharp focus on quality training and will be measured at each milestone. It is the Generation methodology which becomes critical to ensure that a different approach using innovative methodology is adopted to bridge the gaps leading to better outcomes and institutional strengthening in India.

About Project AMBER

NSDC and GIF have partnered with Ministry of Skill Development and Entrepreneurship (“MSDE”) under SANKALP, a program of MSDE with loan assistance from the World Bank, to demonstrate improved employment and retention outcomes for 30,000 trainees using GIF's 7 step methodology.

This initiative thrives on the spirit of collective strength drawn from the Government of India (MSDE - Project SANKALP) with NSDC and GIF (not-for-profit u/s 8 of the Companies Act (2013) as the Technical Agency to design an innovative, and comprehensive program model that not only *ensures preparing day-one ready-to-work workforce*, but it also enables *increased participation of Philanthropy organizations and Private sector* in skill development sector in India.

About NSDC

NSDC is a not-for-profit public limited company incorporated on July 31, 2008, under section 25 of the Companies Act, 1956 (corresponding to section 8 of the Companies Act, 2013). NSDC was set up by Ministry of Finance as a Public Private Partnership, and the Government of India through MSDE. MSDE holds 49% of the share capital of NSDC, while the private sector has the balance 51% of the share capital. NSDC is envisaged as a financing and administrative organization to support creation of scalable and profitable vocational training institutions. Its objective is to build an enabling environment through capacity building, augmenting and enhancing capabilities for a dynamic skill ecosystem. Since

¹Weekly Unemployment Rate Data released by Centre for Monitoring Indian Economy (CMIE): [Link](#)

inception, NSDC has trained more than 2.5 crore people through its partnership with 600+ training partners, 11,000+ training centres spread over 600+ districts across the country. NSDC has established 37 Sector Skill Councils and is implementing several of the Government’s flagship skill development schemes such as Pradhan Mantri Kaushal Vikas Yojana (“**PMKVY**”), Pradhan Mantri Kaushal Kendra (“**PMKK**”), National Apprenticeship Promotion Scheme (“**NAPS**”), among others.

i. About GIF

Generation India Foundation (GIF) is a not-for-profit u/s. 8 of the Companies Act (2013), launched in 2015, and has since graduated >13,000 learners.

Program Details and Requirements

Objectives of project AMBER

The project adopts an outcomes-based approach where the stakeholders are rewarded for outcomes and not inputs. The overall objective of the project is to **improve the current job placement outcomes to 70%, and retention rates to 60% for 3 months and 50% for 6 months in 2 years through public private partnerships (i.e., government as well as private sector philanthropic sources).**

The genesis of this program is based upon the need to improve the quality of training delivery, the lack of which leads to unfulfilled industry demand for skilled workers and the aspirations of trainees. The supply-demand challenges have been further exacerbated due to COVID 19 pandemic. Therefore, it requires adopting a different approach using innovative methodology to bridge these gaps leading to better outcomes. As part of the larger agenda, the project will enable mainstreaming the learnings across the entire District Skill Committee (DSC) network for improved ecosystem outcomes and institutional strengthening.

The following are the target details under the provisions of this RFP

	Mass Employment Job roles	Tech job roles	Total
Target no. of beneficiaries	15500	6000	21,500

Key features

- **Target sectors:** The sectors in demand post COVID is identified based on relevant market analytics through extensive secondary literature review and consultations with sector/subject-matter experts. Current market trends show that sectors such as Healthcare, Retail, Customer Services, IT/ITES, and Tourism & Hospitality will be in demand.
- **Blended training model:** The curricula will be re-designed so that it can be delivered in a blended format wherein online and in-person training are combined, a majority component being in-person but the part online version supporting through any unplanned hiatuses owing to future Pandemics/unforeseen circumstances. The assessment and certification will be done by SSCs. The

course content will also be made available in regional languages, starting with Hindi & English first.

- **Additional value chain interventions:** To achieve the desired outcomes, an innovative methodology has been designed that consists of including additional trainers, better student screening, regular monitoring of training, strengthened placement linkages, use of technology, providing learner support through mentoring and counselling etc.
- **Training milestones:** In line with the aim of strengthening the skilling value chain by increasing efficiency, the proposed project aims to achieve the following outcomes. Key project milestones are certified %, placement rate & retention rates for 3 months and 6 months. Milestone-wise explanation is given below:
 - **Certification (basis trained):** The project will target *certification rate of 86%*.
 - **Placement (basis certified):** Through this project, it will be ensured that all placement data as reported by the TPs is verified through third party verification. The project will aim to understand the issues associated with the verification process and resolve them by developing a simple yet effective verification mechanism. *Thus, the project aims to achieve a verified placement rate of 70%.*
 - **Retention Rate 3M (basis placed):** Similar to placement verification, a simple and effective verification process will be developed for retention verification. *The verified retention rate for 3 months retention is targeted to be 60%, basis placed candidates*
 - **Retention Rate 6M (basis placed):** Under the project, the verified retention rate for *6 months is targeted to be 50%, basis placed candidates target.* Similar to 3M retention, an effective mechanism will be put in place for verifying 6M retention outcomes.

i. **Key Design Principles**

- **Preparing learners into resilient job roles in a post COVID economy** through a thorough *Industry Demand Assessment*. Planned Job roles will be within following **tracks of operations**:
 - **Mass employment roles**, these will constitute –
 - Retail- Retail Sales Associate (RSA),
 - Telecom-Customer Care Executive (CCE)-Call Centre,
 - Hospitality -Food & Beverage Steward,
 - Healthcare-Hospital Front Desk Executive (HFDE)
 - More job roles may be added in-
 - **Tech roles** will include
 - Junior Full Stack Developer,
 - Cloud Software Developer

Planned New roles in following sectors-

- Telecom
- Green Jobs
- Logistics
- Electronics
- IT and ITeS

- **Bringing operational excellence** through **distinct value-chain interventions** such as additional trainers, better student screening, regular monitoring of training, providing learner support through mentoring and counselling etc. These initiatives will be managed through a **detailed set of Standard Operating Procedures (SOP)** and capacity building of Training Partners will also be undertaken in this regard.
- Establishment of a **strong governance framework and Project Management Unit (PMU)**. The governance framework established for this project is as follows:
 - MSDE & SANKALP for overall supervision and guidance
 - Steering Committee consisting of leadership team of MSDE, NSDC and GIF
 - PMU led by GIF with representatives from NSDC.
 - State Skill Development Mission (SSDM) representatives
 - District Skill Committee (DSC) members

The PMU established under this project will be led by GIF and will be supported with two verticals: Monitoring Evaluation and Learning Unit and Delivery Support and Capacity Building unit.

- Use of Technology (such as Gen-Tools & NSDC’s Skill India Portal (SIP)) for data driven governance and reporting.
- Strong quality assurance through continuous monitoring and outcome verification
- Strong placement linkages through robust employer engagement and capacity building of training partners
- Mainstreaming the learnings across the network of training provides and the larger ecosystem especially District Skill Committees for improved quality and outcomes.

I. Funding and TP payout

This uniquely designed program has equal funding from Private Philanthropy and MSDE through their program SANKALP.

Milestone	Payout %	Description	Mass Employment roles (in Rs.)*	Tech roles (in Rs.)*
Enrolment	25%	On enrollment of student in the batch based on total number of students enrolled	3,026	6,198

Certification	30%	<p>On Training completion and Certification of the Trainees.</p> <p>There will be adjusted payments for the candidates who drop out post disbursement of the first tranche. The amount disbursed to the TP against a dropped, dismissed, or failed candidate, in the first tranche, shall be adjusted in this tranche.</p>	3,632	7,438
Placement	25%	<p>Upon successful verification of placement</p> <p>Payments to be released as below:</p> <ol style="list-style-type: none"> 1. No Payout when less than 50% of certified candidates are placed in a batch* 2. Proportional payout for number of candidates placed when 50% to 69.9% of the certified are placed 3. Full payout (for all certified candidates) when more than/equal to 70% certified candidates in a batch are placed <p>Note:</p> <p>* In case the placement rate in a batch is <50% (of certified) but TP manages to retain learners for 3M (with minimum 3RM being 50% of placed), then the TP receives the placement payout for the 3M learners as well. The placement payout is paid retrospectively.</p>	3,026	6,198
Retention 3M	15%	<p>Upon verification of retention</p> <p>Payments to be released as below:</p> <ol style="list-style-type: none"> 1. No Payout if less than 50% of placed are retained for 3 months in a batch** 2. Payout for those candidates (individuals) retained (3M) if % is between 50-59.9% of those placed 3. Full payout (for all candidates placed) when 3M retention is >60% out of placed candidates 4. Full payout (for all candidates certified) when 3M retention is >70% out of all certified candidates <p>Note:</p>	1,815	3,719

		<p>**In case R3M retention rate (of placed) is <50% R6M retention rate (of placed) is >0% (i.e. at least 1 person is R6M) then the TP receives R6M payout amount for the R6M learners and also gets R3M amount for the R6M learners. The R3M milestone is paid retrospectively.</p> <p>Further, in case Placement rate in a batch is <50% and R3M retention rate is also <50% but R6M retention rate is >0% (i.e. at least 1 person is R6M), the TP receives Placement payout amount, R3M payout amount and R6M payout amount for R6M no. of learners</p>		
Retention 6M	5%	<p>Upon verification of retention report</p> <ol style="list-style-type: none"> 1. Proportional Payout for those candidates retained for 6M (out of placed) up till <50% i.e. TP is paid even if it manages to retain 1 candidate for 6M (out of the placed #) 2. Full payout (for all candidates placed) when 6M retention is >50% out of placed candidates 3. Full payout (for all candidates certified) when 6M retention is >50% out of all certified candidates 	605	1,240
Total	100%		12,105	24,794

* Pay-out for a sample job role of ~300 hrs duration only. For other job roles, pay-out will be in the same range, though some variations may be there depending upon the duration of training/no of classroom hours

Important points to note:

- Placement attainment signifies when a candidate receives a placement opportunity and successfully joins the job.
- The 3rd tranche of pay-out is linked to successful placement attainment of certified candidates and 4th/ 5th tranches are linked to retention of placed candidates for 3/ 6 months.
- The TCs are eligible for placement related payment only if 50% or more certified candidates achieve placement attainment and join job within 90 days of certification.
- TC will be eligible to receive placement & retention related pay-out post successful verification of placement & retention by Outcome Verification Unit appointed by the PMU

II. PMU Support/ Roles & responsibility of the PMU

PMU is critical for smooth implementation of the project and for meeting the target objectives. PMU will act as the nodal agency for coordinating all stakeholders, implementing project activities, and adhering to timelines. The team will be the central body that manages the day-to-day operations, provides guidance to TPs, and undertakes problem solving on all matters related to the operations across the project period of 2 years.

The key roles and responsibilities of the PMU will be:

- On ground support to the Project
- Day to day operational guidance
- Capacity building of all stakeholders
- Support in placement through employer tie-up and demand aggregation
- Monitoring on key parameters
- Seamless coordination among all stakeholders
- Data compliance and result tracking
- Report generation for decision making
- Performance Evaluation of TPs
 - The PMU will evaluate all TPs and Training Centres to ensure they're prepared to undertake this partnership before initiating any batches
 - Quarterly performance review of the TP by the PMU
 - Improvement feedback to be shared, reduction of target or extending the contract for the next year based on the feedback
 - If TP performance declines, the PMU will pause their cohorts until the TP provides an improvement plan that the PMU must approve before additional cohorts go ahead.
 - If the TP or Training Centre has been consistently underperforming, even after additional coaching and support is provided (by Delivery Support and Capacity building unit), the PMU can recommend to the steering Committee further specific actions like removal of Training Centre or in extreme cases, removal of the TP concerned from the Project.
- Monitoring work of mentoring agency
- Monitoring the role of Outcomes verification unit and the Evaluation and Learning unit
- Developing job roles for the project

PLANNED STATES and DISTRICTS UNDER PROJECT AMBER

State	Region	District
Andhra Pradesh	South	Amaravati
Andhra Pradesh	South	Visakhapatnam
Assam	East	Guwahati

Bihar	East	Patna
Chandigarh	North	Chandigarh
Chhattisgarh	Central	Raipur
Gujarat	West	Surat
Gujarat	West	Vadodara
Himachal Pradesh	North	Shimla
Jharkhand	East	Ranchi
Karnataka	South	Bengaluru Rural
Karnataka	South	Bengaluru Urban
Karnataka	South	Mysuru
Kerala	South	Cochin
Kerala	South	Kollam
Kerala	South	Thiruvananthapuram
Maharashtra	West	Pune
Maharashtra	West	Mumbai
Maharashtra	West	Nasik
Madhya Pradesh	West	Indore
Madhya Pradesh	West	Bhopal
Meghalaya	East	Shillong
NCT of Delhi	North	New Delhi
Odisha	East	Bhubaneshwar
Odisha	East	Sundargarh (Rourkela)
Punjab	North	Amritsar
Rajasthan	North	Jaipur
Rajasthan	North	Udaipur
Tamil Nadu	South	Madurai
Tamil Nadu	South	Chennai
Tamil Nadu	South	Coimbatore
Telangana	South	Hyderabad
Uttar Pradesh	North	Noida
Uttar Pradesh	North	Lucknow
West Bengal	East	Darjeeling
West Bengal	East	Kolkata

Notes:

- A maximum of 60 centres will get allocations under AMBER
- Each TP can apply for 5-10 number of locations
- For all selected TPs, allocation shall be given for between 3-7 locations, if selected
- Allocation shall be given for a minimum of 2 job roles per center and a maximum of 5 job roles.
- In large metros with high job possibilities, the project may opt to allocate to more than one TP to open centres in various districts provided both TPs have qualified and received a high score based on the RFP's requirements.

- If a TP has an excellent track record of placement/retention in a state capital/metropolitan city other than those listed above, the TP may apply for any one of them. Performance evidence must be included in the submission.
- If a TP has good experience and a high level of commitment to placement, they can apply for a job role that they haven't done before but are confident to implement
- Maximum 40 candidates can be enrolled in a batch
- One batch per job role will be allowed at a time.
- Allocations will be between 75 learners to 120 learners per annum per job in a centre, depending upon Course duration.

DELIVERABLES AND RESPONSIBILITIES

	Selected Bidder
Role in the project	Responsible for Project implementation at allocated centres. To ensure its work at the allocated Centre and Job Role level is as per the SOP and ensure effective implementation to contribute to higher outcomes
Training monitoring and compliances	TP will depute a senior person (dedicated Project Manager) as the SPOC who will coordinate with all its allocated Centers to ensure implementation as required in the Project. Centre team with support of TP-HO will ensure complete readiness. Important to note that TP and centre team will fully abide by GIF instructions on all training related matters.
Quality Assurance	TP shall follow the SOP as well as training guidelines as advised. Apart from a senior SPOC, they will appoint 1 Senior instructional coach (Sr. IC) for every 8 batches. All people involved in AMBER project, including HO level, to undergo onboarding process of Generation Methodology Basis the capacity building, TPs to ensure all aspects from mobilizing, screening, training, and placements are conducted as per GIF Methodology.
Job roles and curriculum development	TP will ensure right selection of trainers, their training of trainers (TTT) with SSC and GIF. Delivery of the training should be strictly as per the curriculum provided
SOP	Adhere to the SOP and guidelines
TP onboarding and capacity building	Ensure active participation and training completion of all eligible staff. Important to note that all staff members involved in the Project are required to complete all mandatory trainings.

<p>Train-the-trainer (TTT) for Trainers</p>	<p>For service sector job roles, trainer ratio is 1.5. TPs will provide 1 domain trainer per job role and the assistant trainer could be shared between any of two job roles roles at the same centre.</p> <p>For Tech role, the trainer ratio is 1.3. TPs will provide 1 domain trainer per job role and one assistant trainer could be shared in 3 batches as well. Since the program is online, the asst trainer could be shared in batches of different centers as well</p> <p>For new job roles added in the project at any stage – PMU will inform on the trainer ratio will be shared by the PMU as and when those job roles are initiated.</p> <p>Trainer profile to be screened & approved by GIF. TP will assign a Sr. IC for every 8 batches to ensure smooth training TPs will ensure their trainers undergo TTTs TPs will ensure SSC certification of trainers</p>
<p>Centers set up and Lab requirements</p>	<p>Provide infrastructure (classrooms, work sheds, equipment, etc.), lab set-up and branding as per the requirement of SSC for respective job role for the duration of the training program.</p> <p>Ensure proper branding of the program in classroom and at centres.</p> <p>Ensure that center undergoes Accreditation & Affiliation process on Skill India Portal (SIP)</p> <p>Important to note that all centers & labs should be Accredited & Affiliated in order to participate in Project AMBER. The TP shall further ensure requisite technology/device/connectivity support for Blended/Online Program</p>
<p>SIP and systems</p>	<p>Adherence to the processes as per advice on SIP and other Generation data systems and requirements</p> <p>Timely data entry into the relevant portal</p>
<p>Mobilization</p>	<p>Conduct on-ground mobilization of Trainees with relevant eligibility criteria as defined in the SOP</p> <p>All specific components like week zero, EGA, counselling, parent consent etc. will be adhered to</p> <p>At every centre, 50% female Trainees to be enrolled</p>
<p>Instalments for training (pay out to TP)</p>	<p>TP to raise invoices as per Milestones as per prescribed process & systems</p>
<p>Student attendance</p>	<p>To ensure daily attendance is marked on prescribed systems and suggested formats</p>
<p>Online Learning</p>	<p>Follow advice on online/blended programs as required and ensure trainers, learners are ready for the same. TP to further ensure that requisite technology/device/connectivity support for Blended/Online Program</p>

Non-Compliances and Poor performance of TP	Ensure full adherence to prescribed norms of the Project
Placements	Regular touch with employers for demand mapping Provide logistical support and manpower for the Placements Support learners in case of migration-based Placement TP to ensure required documentation (offer letters, salary slips and bank statement etc. is provided to GIF as per the SOP and uploaded on prescribed portals
Document verification	Support with Placement and Retention documents as and when required
SSC relationship and assessments	TP will ensure alignment with SSC to get the assessment done for all Trainees of a batch within 2 weeks of batch end date
Mentoring	Facilitate the mentorship sessions at the center (9 sessions over the period of 4 months from the batch start)
Post Placements	Tracking to be done for 1 year by Training Partner and info shared with Generation (status of job and learner well-being) Post placement, 3 & 6-months documents to be provided by TP to Generation
MEL and Impact	Provide data & support in primary data collection to help estimate the improvement in Milestones through the program.

Schedule -III- Fraudulent or Corrupt Practices

1. Section 6. NSDC Policy – Corrupt and Fraudulent Practices

1.2 It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, bidders/suppliers/contractors/consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:

- a. Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- b. 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 contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;
- c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of 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 NSDC's official(s) in the procurement process or in the contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non-competitive levels.

**AGREEMENT
BETWEEN
NATIONAL SKILL DEVELOPMENT CORPORATION
AND
[]**

This Agreement (“**Agreement**”) is made on [], between:

1. **National Skill Development Corporation**, a company incorporated under the Companies Act, 1956, and having its registered office at 301, West Wing, World Mark – I, Aerocity, New Delhi - 110037 (hereinafter referred to as “**NSDC**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);and
2. [], a [] incorporated under the [], and having its registered office at [] (hereinafter referred to as “**Service Provider**” whose expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and successors-in-interest and assigns).

NSDC and Service Provider shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS

- (A) NSDC is a non-profit company incorporated under the Companies Act, 1956 (“**Act**”) and has the license under section 25 of the said Act (corresponding to section 8 of the Companies Act 2013) and established as a public private partnership with the object of developing unskilled and semi-skilled labour force into productive and skilled labour and to establish, manage, run and support institutes and polytechnics for achieving this objective (“**Business**”).
- (B) NSDC has through an request for proposal dated [], (“**RFP**”) to be read along with corrigendum issued with the RFP, is any, has called for proposals/bids to provide Services (defined in Schedule I to this Agreement)
- (C) The Services Provider submitted a bid response dated [] (“**Bid Response**”) pursuant to the RFP where the Services Provider has represented to NSDC that it is an experienced, and fully qualified and capable of providing the Services.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

2. Definition and Interpretation

- 2.1. In this Agreement, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires.
 - (a) “**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.
 - (b) “**Authority**” shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body

or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country.

- (c) **“Confidential Information”** includes the contents of this Agreement and all content created pursuant to this Agreement. It also includes, with respect to NSDC and the Service Provider any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, technical data, developments, intellectual property, ideas, know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, either Party pursuant to this Agreement, but excluding information which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the receiving Party of any of the provisions of this Agreement and includes any tangible or intangible non-public information that is marked or otherwise designated as ‘confidential’, ‘proprietary’, ‘restricted’, or with a similar designation by the disclosing Party at the time of its disclosure to the receiving Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure.
- (d) **“Force Majeure”** means an act of God, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder, of the Party concerned during the continuance and to the extent of such prevention, interruption or hindrance.
- (e) **“Intellectual Property”** or **“Intellectual Property Rights”** shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case in relation to the Services or any part thereof and which exist, or may exist, in any jurisdiction anywhere in the World.
- (f) **“Order”** shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Authority.

2.2. Interpretation

- (a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (b) Terms may be defined in clause 1 above, or elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.
- (c) Reference to this Agreement shall be deemed to include any amendments or modifications

to this Agreement, as the case may be.

- (d) References to the singular will include the plural
- (e) References to the word “include” shall be construed without limitation.

3. **Appointment of Service Provider**

- 3.1. Subject to the terms of this Agreement, NSDC appoints the Service Provider to provide the Services as enumerated in Schedule -I.
- 3.2. All services, functions or responsibilities which are reasonably necessary and required for the performance or provision of the Services shall be deemed to be included within the scope of work of the Service Provider.
- 3.3. Except as specifically excluded, all tools, and materials required by the Service Provider to perform its obligations under this Agreement shall be used by the Service Provider, at no extra cost to NSDC

4. **Consideration and Payment Terms**

- 4.1. In consideration of the Service Provider providing the Services (as specified in Schedule I) to NSDC, NSDC agrees to pay sufficient and valid consideration (“**Consideration**”) in accordance with the Payment Terms outlined in Schedule II.
- 4.2. The amounts shall be due upon receipt of an invoice by NSDC, and all undisputed invoices and charges shall be paid by NSDC within 30 (thirty) days of receiving such invoice from the Service Provider.
- 4.3. The Service Provider recognizes that payments are linked to, and dependent on the successful completion of Services, within timelines mentioned in this Agreement, and submission of all relevant deliverables sought under this Agreement.
- 4.4. All payments shall be made in INR.
- 4.5. All charges are exclusive of all applicable taxes that may be levied, imposed, charged or incurred. NSDC shall pay the consideration due under this Agreement (including taxes) after deducting any tax deductible at source, at the applicable rate. NSDC shall furnish a tax certificate evidencing payment of the tax deductible at source to the appropriate government entity or Authority on a timely basis.
- 4.6. All payments are inclusive of all out of pocket expenses. Except as provided under the Agreement, the Service Provider shall not be entitled to claim any out of the pocket expenses incurred pursuant to its performance of obligations under the Agreement.

5. **Term**

Notwithstanding the date hereof, this Agreement shall commence on the [] (“**Effective Date**”) and shall be valid for a period of [] years and shall come to an end on []

6. **Termination**

- 6.1. Either Party may terminate this Agreement by giving written notice of 15 (fifteen) days to the other in the event that:
 - (a) the other Party has committed a material breach of any of its obligations hereunder which cannot be remedied;
 - (b) the other Party has committed a material or repeated breach of any of its obligations

- hereunder and has failed to remedy such breach (if the same is capable of remedy) within thirty (30) days of being required by written notice so to do;
- (c) the other Party goes into liquidation or bankruptcy (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that other Party's assets or if that other Party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that other Party or any similar occurrence under any jurisdiction affects that other Party; or
 - (d) the other Party ceases or threatens to cease to carry on business or is removed from the relevant register of companies, where applicable.
- 6.2. NSDC may terminate this Agreement, without assigning any reason by giving written notice of 30 (thirty) days
- 6.3. NSDC may terminate this Agreement immediately if NSDC determines that the Service Provider and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in Corrupt or Fraudulent practices in executing this Agreement. The terms "corrupt" and "fraudulent" are defined in Schedule III to this Agreement
- 6.4. Either Party's right to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under Applicable Law.

7. Consequences of Termination

- 7.1. Upon termination of this Agreement, any rights or authority granted by NSDC to the Service Provider under this Agreement shall terminate with immediate effect.
- 7.2. Within 7 (seven) business days after termination, upon the request of NSDC, Service Provider will return or destroy, at the option of NSDC, all Confidential Information of NSDC and all materials relating to work in progress of the Services.
- 7.3. Except where the Agreement is terminated pursuant to clause 5.3 (*Termination for Corrupt and Fraudulent Actions*), all charges or amounts payable for the completion of milestones already achieved, or services already availed, whether invoiced or not, subject to the Service Provider providing suitable invoices, outstanding upon the date of termination, shall be settled within 30 (thirty) days of such termination;
- 7.4. The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced in any manner.

8. Representation and Warranties

- 8.1. Each Party represents and warrants to the other Party that:
- (a) It has full power and authority to execute, deliver and perform this Agreement.
 - (b) It has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and
 - (c) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- 8.2. The Service Provider represents and warrants that
- (a) It possesses the necessary experience, expertise and ability to undertake and fulfil its

obligations under all phases involved in the performance of its obligations under the Agreement

- (b) All representations made by the Service Provider in the Bis Response is true and accurate
- (c) The Service Provider has read and understood NSDC Procurement Policy and specifically the policy on Fraud and Corrupt Practices (extracted portion in Schedule -III) and shall abide by the same.

9. Performance Guarantee

Within 21 days from date of signing of the Framework Agreement award, the Firm shall furnish to the Purchaser the performance security (5% of contract value) of Rupees [] only (INR []). The performance security shall be denominated in Indian Rupees and shall be in the form of an unconditional bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Purchaser, in the format provided by the Purchaser. The performance security will be returned to the Firm not later than end of contract.

10. Personnel [OPTIONAL]

- 10.1. The Service Provider shall deploy personnel for providing the Service only after they have been screened, to ensure that they meet the minimum quality standards. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each Consultants key employees shall be described in Schedule IV. (“Key Employees”)
- 10.2. The Service Provider shall immediately terminate and replace a Key Employee who has a. breached any terms and conditions of this Agreement b. has committed a data breach c. is in anyway not in compliance with Applicable Law
- 10.3. NSDC shall have the right to interview any of the Key Employees engaged by the Consultant to ensure they are duly qualified to provision the Services.
- 10.4. In the event that any of the Key Employees resign, or cease to provide their services due to reasons beyond the control of the Consultant, the Consultant shall immediately replace such Key Employees, with equally competent resources, and ensure that a complete knowledge transfer, and all other processes required to maintain business continuity.
- 10.5. In the event that any Key Employee fails to meet the reasonable expectations of NSDC, NSDC may request a replacement and the Service Provider shall promptly replace, with a suitable and equivalent replacement.

11. Compliance with Laws

Each Party shall at all times and at its own expense (a) strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of this Agreement; (b) pay all fees and other charges required by such Applicable Laws; and (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any Authority to the extent necessary to perform its obligations hereunder.

12. Intellectual Property Rights

- 12.1. The Service Provider acknowledges that any Intellectual Property Rights already owned by NSDC shall remain the sole property of NSDC. However, so as to enable the Service Provider to provide the Services and to comply with its obligations under this Agreement, NSDC acknowledges that the Intellectual Property Rights or part thereof owned by NSDC will need to be made available to Service Provider and such property is made available only to enable the Service Provider to provide Services under this Agreement.
- 12.2. The Service Provider also acknowledges and assigns to NSDC in perpetuity and exclusively, Intellectual Property Rights in any deliverables created under this Agreement, in

the course of provision of the Services. This includes reports, tables, presentations, handbook developed specifically for NSDC in furtherance of providing Services under this Agreement.

- 12.3. NSDC acknowledges that the Intellectual Property Rights owned by Service Provider, independently as separate from providing Services under this agreement, including tools for provision of Services of this Agreement, including discussion notes, learning tools, format and similar materials developed by the Service Provider in the course of its business, shall belong to the Service Provider only.

13. Indemnification

The Service Provider shall indemnify and hold the other Party harmless from third party claims arising from or related to:

- i. A breach of the terms of this Agreement; or
- ii. A violation of any Applicable Law.

The foregoing is, however, conditional upon NSDC notifying the Service Provider in writing and in detail without undue delay

14. Limitation of Liability

- 14.1. Neither Party shall be liable for any consequential, incidental, special, indirect, exemplary or punitive damages, or damages for any loss of profits, revenue or business, regardless of the nature of the claim, even if the other Party has been notified of the possibility of such damages.
- 14.2. The Service Provider or any of their employees or vendors shall not be liable to NSDC or any other person or entity for an amount of damages under this Agreement in excess of the amount of Consideration paid or payable for the applicable Services
- 14.3. The above limitations of liability and exclusions from liability set forth in this Clause 13 shall not apply (i) in cases of gross negligence or wilful misconduct; or (ii) to any liability arising out of fraudulent conduct

15. Use of Confidential Information

- 15.1. The Service Provider may be given access to Confidential Information from NSDC in order to perform its obligations under this agreement.
- 15.2. The Service Provider shall:
- (a) use the Confidential Information of NSDC only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of NSDC) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by NSDC;
 - (b) use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Service Provider exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Service Provider in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Service Provider has assumed in this Agreement with respect to the Confidential Information;
 - (c) not, without the prior written consent of NSDC, disclose or otherwise make available

NSDC's Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein;

- (d) not copy or reproduce in any manner whatsoever the Confidential Information of NSDC or any part thereof without the prior written consent of NSDC, except where required for her own internal use in accordance with this Agreement; and
 - (e) promptly upon the request of NSDC, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of NSDC, destroy and confirm in writing the destruction of the Confidential Information;
- 15.3. The obligations of confidentiality contained in this Agreement are intended to survive the termination of this Agreement.

16. Force Majeure

- 16.1. Neither Party shall be liable for any failure or delay in performance of any obligation, under this Agreement to the extent such failure or delay is due to a Force Majeure event. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay.
- 16.2. If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure event as a result of which that Party is prevented from performing its obligation for more than thirty (30) days due to such Force Majeure Event ("Aggrieved Party"), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure event so long as the Force Majeure event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified.

17. Governing Law and Dispute Resolution

- 17.1. This Agreement shall be governed by the laws of India.
- (a) In the event of any dispute, controversy or claim arising in any way out of or in connection with this Agreement (a "**Dispute**"), the Parties shall attempt in the first instance to resolve such Dispute through amicable discussion. If the Dispute is not resolved through such amicable discussion within 30 (thirty) days of a notice of Dispute being given or such longer period as the Parties agree to in writing, then any Party may refer the dispute for final resolution by arbitration.
 - (b) Any Dispute shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The arbitration proceedings shall be held at New Delhi, India.
 - (c) The Parties to an arbitration shall keep the arbitration confidential and shall not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information submitted during arbitration, any documents submitted in connection with it, any oral submissions or testimony, transcripts or any award unless disclosure is required by law or is necessary for permissible court proceedings such as proceedings to recognise or enforce an award.

- 14.1 **Jurisdiction:** The Parties hereby agree that courts in New Delhi shall have the exclusive jurisdiction to determine any disputes arising out of, or in relation to, the terms and conditions of this Agreement.

18. Miscellaneous

- 18.1. **Entire Agreement:** This Agreement, the Annexures and recitals hereto (which are hereby expressly incorporated herein by reference) constitutes the entire understanding between the Parties and supersedes all other discussions and understanding between the Parties.
- 18.2. **Assignment:** This Agreement and the rights and obligations herein may not be assigned by either Party without the written consent of the other Party.
- 18.3. **Amendments and Waivers:** This Agreement may be amended only with the written consent of both Parties. Any amendment or waiver effected in accordance with this Clause shall be binding upon both Parties.
- 18.4. **Delays or Omissions:** No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.
- 18.5. **No Partnership:** Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership or a joint venture between the Parties. Neither Party shall have any authority to bind the other Party in any manner whatsoever. This Agreement shall be construed to have been entered on a principal-to-principal basis.
- 18.6. **Notices:** Except as may be otherwise provided herein, all notices, requests, waivers and other communications (“Notices”) shall be deemed to be delivered as provided herein: (a) if delivered to the addressee (“Receiving Party”) by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery). The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

To NSDC:

Address: 301, West Wing, World Mark – I, Aerocity, New Delhi - 110037
Phone: 01147451600

To Service Provider:

□

- 18.7. **Severability:** The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.
- 18.8. **Survival:** The provisions of Clauses and such other provisions of this Agreement, which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

18.9. Counterparts: This Agreement may be executed in two (2) counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

<p>NSDC</p> <p>By</p> <hr/> <p>Name:</p> <p>Title:</p>	<p>□</p> <p>By</p> <hr/> <p>Name:</p> <p>Title:</p>
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SCHEDULE I

SERVICE DESCRIPTION

[SCOPE OF WORK TO BE INSERTED HERE ALONG WITH ANY SPECIFIC DELIVERABLES]

SCHEDULE -II

Sr. No	Activity	Timeline	Amount Payable

[Other relevant terms, including permissible deductions]

- 1.

Schedule -III- Fraudulent or Corrupt Practices

19. Section 6. NSDC Policy – Corrupt and Fraudulent Practices

1.3 It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, bidders/suppliers/contractors/consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:

- a. Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub- vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;

- b. 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 contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;

- c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of 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 NSDC's official(s) in the procurement process or in the contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non- competitive levels.