

STANDARD PROCUREMENT DOCUMENTS
Standard Request for Proposal for
Empanelment of
Training Partners under SANKALP



BID NO: RFE/SANKALP/2023/029

Important Dates:

Date of commencement of RFP	16-Nov-2023
Pre bid meeting. <i>Virtual via MS Teams.</i> (Click Here)	22-Nov-2023 at 02:00 pm
Last Date and Time of submission	30-Nov-2023 till 04:00 pm
Place of Submission of Proposals	https://nsdc.eproc.in/

INSTRUCTION TO BIDDERS (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 and the Financial Proposal of the Bidder.
- 1.14. "RFP" means the Request for Proposal 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 Proposal, 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 empanel Training Partners under SANKALP (hereinafter called “Bidders”).**
- 2.2. The Bidders with whom this RFP is shared, are invited to submit a Technical Proposal against this RFP. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.
- 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 Bidder's 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 2. 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:

SN	Eligibility Criteria	Documents/ Copies to be submitted
5.1.	The Bidder shall be a Company, Trust, society, Partnership firm, or Proprietorship and must be a Registered legal entity in India, in existence from last at least 3 years from the date of publishing of the RFP.	<ul style="list-style-type: none"> • Certificate of Incorporation • Registration for GST • PAN
5.2.	Turnover: The bidder should have average annual turnover of at least Rs. 50 Lakh in the last three financial years (2020-2021, 2021-22 and 2022-23).	CA Certificates with UDIN.
5.3.	Empanelment with Government Body/ NSDC: The bidder must be an affiliated/empanelled training partner with any Government Body/ NSDC for at least 1 year in the last three years from the date of publishing the RfP.	Affiliation/ Empanelment certificates
5.4.	Experience: The bidder must have experience of	Copy of valid certification/ work order/ contract

SN	Eligibility Criteria	Documents/ Copies to be submitted
	implementing central or state level NSQF aligned skill development schemes.	
5.5.	The bidder must have at least 4 certified trainers on payroll in any 4 distinct sectors mentioned in Annexure 4	ToT certificate by an authorized body along with trainers' profile
5.6.	The bidder must have a registered office and at least one training centre in the state where they propose to conduct trainings	Relevant Proof: Rent Agreement/ Proof of Ownership/ Electricity bills etc.
5.7.	The bidder must have operated in the state where they propose to conduct trainings	Copy of relevant work order/ contract
5.8.	Blacklisting: Bidder must not be blacklisted currently by any Government Organizations, Public Sector Undertakings or Public Limited Companies and is not under a declaration of ineligibility for corrupt or fraudulent practices as on the date of submission of bids.	Self-Certified letter by the authorized signatory

Note: Relevant certificates/documents in support of the fulfillment of each of the eligibility criteria must be submitted, otherwise bids will not be considered.

6. Duration of Assignment:

The duration of assignment will be till 31st March 2024 and may be extended as per the requirement of the project. The quality of service provided by the Bidder and the performance of the Bidder shall be reviewed periodically 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 the contract may be extended for a further duration based on mutual consent. In case there is a requirement for more Bidders for any reason, NSDC may procure services from more Bidders for similar purposes.

B. Preparation of Proposals

- 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.
- 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.
- 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".
- Documents Comprising the Proposal:** The Proposal shall comprise the documents and forms listed in Annexure 1.
- 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.
- 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 made without any change in the original Proposal and with the confirmation of the availability of the staff.
13. **Proposal Security: Not Applicable**
14. **Sub-Contracting: Not allowed.**
15. **Clarification and Amendment of RFP:** The Bidder may request a clarification of any part of the RFP by dates mentioned in page 1 of this RFP. 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:**
 - The Technical Proposal shall be prepared using the format provided in Annexure 1 of the RFP
 - The Bidder is responsible for meeting all tax liabilities arising out of the Contract.
- C. **Submission, Opening and Evaluation**
17. **Submission of Proposals:**
 - 17.1. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexure 1. The Bidder shall submit Technical Proposals only on <https://nsdc.eproc.in/> on or before last date and time of submission.
 - 17.2. 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.
 - 17.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
18. **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.
 - 18.1. 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.
 - 18.2. 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.

- 18.3. 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.
- 18.4. 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.
19. **Opening of Technical Proposals:** The Client's evaluation committee shall conduct the opening of the Technical Proposals.
20. **Evaluation of Technical Proposals:** The Client's evaluation committee shall evaluate the Technical Proposals first based on the criteria below.

SN	Parameters	Documents required	Max Score
20.1.	Average Annual Turnover: The average annual turnover of Bidder in the last three financial years (2020-2021, 2021-22 and 2022-23): <ul style="list-style-type: none"> 50 Lakh to 75 Lakh: 5 marks 75 Lakh to 1 Crore: 10 marks More than 1 Crore: 15 marks 	CA Certificate with UDIN	15 Marks
20.2.	Number of learners certified in skill development projects (including RPL) with State/ Central government in the last 3 Financial years (2020-2021, 2021-22 and 2022-23): <ul style="list-style-type: none"> 1000 to 1500 certified learner: 10 marks 1500 to 2500 certified learners: 15 marks More than 2500 certified learners: 20 marks 	Work orders/ service agreement or completion certificate from the client/ relevant certificate AND Undertaking on the Letterhead of the Company along with copy of Certificates issued to candidates	20 marks
20.3.	Experience of Bidder in conducting RPL Training <ul style="list-style-type: none"> Relevant experience: 5 marks No experience: 0 marks 	Work orders/ service agreement or completion certificate from the client/ relevant certificate	5 Marks
20.4.	Number of trainers available at the time of submission of Proposal: <ul style="list-style-type: none"> 4 to 5 trainers: 5 marks 6 to 8 trainers: 7 marks 	Appointment letter along with KYC with working mobiles number, current	10 Marks

	<ul style="list-style-type: none"> More than 8 trainers: 10 marks 	address, and Aadhar/ PAN ID of the trainer and Valid TR ID, ToT certificate, and batch ID against TR ID for last 2 months.	
20.5.	Presence of training centers in the 6 states selected for the Project: Presence in 1-2 States: 5 marks Presence in 3-4 States: 7 marks Presence in 5-6 States: 10 marks	Rent Agreement/ Proof of Ownership/ Electricity bills of both office and training centre in each state.	10 Marks
20.6.	Technical Presentation: Understanding of Scope: 5 Marks Approach and Methodology: 35 Marks	Technical Presentation including the following components: <ul style="list-style-type: none"> Understanding of the project Approach and Methodology including camp setup (block coverage, camp accessibility), trainer utilization, and overall implementation strategy (batch formation, batches per trainer per month, overall implementation timelines etc.). 	40 Marks
Grand Total			100 Marks

Only those bidders who obtain 30 or more marks out of 60 in the first 5 evaluation criteria (20.1 to 20.5) will qualify for technical presentation. **Minimum qualifying marks for empanelment will be 70.**

21. Award and Allocation:

- 21.1. Targets will be allocated based on the marks obtained in the evaluation criteria and the same will be binding and non-negotiable.
- 21.2. Only the Technically qualified bidders.

22. Opening of Proposals and evaluation.

- 22.1. **After** the technical evaluation is completed and approved, the Client shall notify those bidders whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum technical score that their proposal cannot be considered further. The Client shall simultaneously notify in writing those bidders whose technical proposals achieved minimum score.

- 23. Method of selection: Fixed Budget Selection Method based on Technical Score.**
- 24. Negotiations: NA**
- 25. NSDC reserves the right to award work to one or more Bidders for any specific assignment and the number will depend on requirement.**
- 26. The decision of NSDC will be final and binding upon all Bidders.**

Annexure -1

(Documents Comprising Technical Proposal)

Form TECH-1

Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sir:

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 are hereby submitting 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 Client and/or may be sanctioned by the client.
- (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 ITB 3.
- (d) We confirm our understanding of our obligation to abide by the NSDC's policy regarding corrupt and fraudulent practices as per Annexure 2.
- (e) We, along with any of our sub-Bidders, 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/email of Intent is issued, to initiate the Services related to the assignment no later than the date indicated in the contract/letter.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: ____

Name of Bidder: _____

Address: _____

Contact information (phone and e-mail): _____

I. General Information

SN	Particulars	Details (Enclose supporting documents, wherever required)
1.	Name of the Bidder	
2.	Registered Address	
3.	Concerned person's Name and Designation	
4.	Mobile no	
5.	Email ID	
6.	Expression of Interest for Various States	<i>Name of all states in which TP is willing to undertake trainings under the Project</i>

II. Information as per eligibility criteria, clause 6 (Please use MS excel to provide details of this table below)

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration	
2.	Annual Turnover FY 22-23 FY 21-22 FY 20-21 FY 19-20	

Form Tech 2- Bidder's Experience

Information as per eligibility criteria and technical evaluation criteria to be furnished.

Assignment No:1	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	
Project Duration:	
Project Value In INR:	
Email id and contact detail of client	
Assignment No:2	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	
Project Duration:	
Project Value In INR:	
Email id and contact detail of client	
Assignment No:3	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	
Project Duration:	
Project Value In INR:	
Email id and contact detail of client	
Assignment No:4	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	
Project Duration:	
Project Value In INR:	
Email id and contact detail of client	

Add more rows if required.

Annexure -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/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.

Terms of Reference

1. Background:

Skill Acquisition and Knowledge Awareness for Livelihood Promotion ("SANKALP") is a program of the Ministry of Skill Development with loan assistance from the World Bank. It aims to improve short term skill training qualitatively and quantitatively through strengthening institutions, bringing in better market connectivity and inclusion of marginalized sections of society. SANKALP was launched on 19th January 2018 and has a tenure till March 2024.

The outcomes in the project are measured through the Results Framework, and Disbursement Linked Indicators (DLIs) agreed between MSDE and World Bank.

SANKALP has three key result areas namely.

- a. Institutional Strengthening at Central, State and District level.
- b. Quality Assurance of skill development programs.
- c. Inclusion of marginalized population in skill development programs.

MSDE as part of the 2nd restructuring for SANKALP introduced a Disbursement Linked Indicator (DLI) with an aim to provide availability of pool of skilled manpower to i.e., "Improved service delivery at the Gram Panchayat (GP) level by linking skill-certified individuals to local employment" has been included under SANKALP and \$10 million have been mapped against the achievement of the targets with the DLI. The endline target for the DLI has been set as "at least 2,000 GPs have created a pool of skill certified individuals as per the skill requirement of the Gram Panchayat cumulatively".

2. Objectives

The project aims to establish a comprehensive upskilling program to enhance the capabilities of individuals within local communities. By providing training in various skill sets, this initiative seeks to empower individuals, promote sustainable development, and foster economic growth within rural areas.

- ❖ Equip individuals with essential skills required for employability, entrepreneurship, and self-sustainability.
- ❖ Enhance overall productivity and economic growth by fostering a skilled workforce.
- ❖ Foster the spirit of innovation and creativity among community members, encouraging local solutions to local challenges.
- ❖ Promote social inclusion and gender equality by ensuring equal access to upskilling opportunities for all community members.
- ❖ Develop a self-sustaining model by encouraging collaboration with **local businesses, NGOs, and government agencies.**

3. About the Project

The project targets to provide skill certification to 50,000 candidates, with 5,000 candidates receiving Entrepreneurship Development Program (EDP) training. The candidates would span across at least 2,000 & maximum up to 3,500 Gram Panchayats in six States - Assam, Andhra Pradesh, Madhya Pradesh, Maharashtra, Odisha, and Uttar Pradesh.

The Common Service Centers (CSC) would support in the on-ground mobilization of candidates. Successfully certified candidates (60 hours of skills training) would be provided with a toolkit valued at Rs. 2,000 each. Candidates certified under the EDP program (100 hours skills & entrepreneurship training) would be provided with a toolkit valued at Rs. 5,000 each. Out of the

5000 candidates trained on entrepreneurship development, candidates setting up their enterprises will be provided with a seed funding grant of Rs. 25,000.

4. Major activities

- 45,000 beneficiaries are proposed to undergo Skill training of 60 hrs.
- 5000 beneficiaries are proposed to undergo Skill training of 100 hrs., including EDP training of 40 hrs.

5. Target Population & number of beneficiaries

The target beneficiary group shall include:

- Citizens in the age group of 18-45 years interested in skills training.
- Existing workforce planning to upskill or reskill themselves.
- Aspiring entrepreneurs and solopreneurs/ Self Employment
- Self Help Groups (SHG)/ Farmer Producer Organization (FPO) member

6. Measurable Outcomes

- Skilling/ up-skilling for existing workers: 45,000 nos.
- Enterprise set-up: 5,000 nos.
- Gram panchayat covered: 2000 (min.)

7. Target States:

Region	State
Central	Madhya Pradesh
East	Odisha
North	Uttar Pradesh
North-East	Assam
South	Andhra Pradesh
West	Maharashtra

List of districts and blocks is attached as Annexure-3

List of proposed sectors is attached as Annexure-4

8. Project Duration

The engagement of TP initially will be TILL 31st March 2024 and may be extended based on the requirement of the project.

9. Proposed Payment Milestones for TP

Activities/ Milestones	% of Total Cost*
Certification of Candidates	80% on certification
Toolkit Distribution	20% on submission of proofs of certificate and toolkits distributed to the successful candidates and any other relevant document.

*Total Cost = Total Cost of training of one batch

Note: No payment will be made above the sanctioned budget for the allocated targets.

10. Scope of Work*

The selected Training Partner is responsible to:

- Coordination with VLEs, CSC Gram panchayat, district and state level authorities to ensure

- smooth implementation of the project.
2. Counsel and enroll candidates mobilized by VLEs and CSC.
 3. Undertake training as per the targets allocated by NSDC at District/ block/gram panchayat/ cluster level.
 4. Identify & set up Training Centers / training camps as per project requirement and maintain them at their own cost.
 5. Arrange TOT-certified trainers from among the sectors specified in Annexure 4 as per project requirement.
 6. Deliver theory, practical, and tutorial for the courses as per National Skill Qualification Framework (NSQF) aligned Qualification Packs (QPs)
 7. Maintain center readiness and quality of training delivery as per NSDC/ SSC guidelines and achieve outcomes required from the training.
 8. Coordinate with SSCs to ensure timely assessments.
 9. Collect all required documents from the mobilized candidates as per the programme guidelines.
 10. Maintain records of candidates, attendance, class progress, assessment, certification, and training outcomes on SID and offline wherever required.
 11. Maintain branding and promotion at the Training Center/ Camp as per the Project Branding guidelines.

**The scope is indicative but not exhaustive.*

Annexure-3

Target Aspirational and Non-Aspirational Blocks

SN	State	Aspirational District	Aspirational Blocks	No. of GPs	Non-Aspirational block	No. of GPs
1	Andhra Pradesh	Y.S.R.	Chintakomma Dinne	12	Pendlimarri	19
2	Andhra Pradesh	Y.S.R.	Jammalamadugu	14	Kondapuram	24
3	Assam	Baksa (B)	Tamulpur	12		
4	Assam	Barpeta	Mandia	27	Barpeta	12
5	Assam	Darrang	Pub-Mangaldai	11	Sipajhar	25
6	Assam	Dhubri (B)	Birshing-Jarua	16	Gauripur	15
7	Assam	Goalpara	Lakhipur	11	Jaleswar	14
8	Assam	Hailakandi	South Hailakandi	9	Lala	18
9	Assam	Udalguri (B)	Bhergaon	26		
10	Madhya Pradesh	Barwani (T)	Pati	45	Sendhawa	114
11	Madhya Pradesh	Chhatarpur	Buxwaha	39	Rajnagar	87
12	Madhya Pradesh	Damoh	Tendukheda	62	Damoh	89
13	Madhya Pradesh	Guna	Bamori	80	Chanchoda	106
14	Madhya Pradesh	East Nimar	Chhaigaon Makhan	59	Khalwa	86
15	Madhya Pradesh	Rajgarh	Zirapur	87	Narsinghgarh	132
16	Madhya Pradesh	Singrauli	Devsar	85	Chitrangi	126
17	Madhya Pradesh	Vidisha	Basoda	101	Sironj	93
18	Maharashtra	Nandurbar (T)	Akkalkuwa	79	Nandurbar	138
19	Maharashtra	Osmanabad	Paranda	72	Tuljapur	108
20	Maharashtra	Washim	Malegaon	83	karanja	91
21	Odisha	Balangir (LWE)	Gudvella	13	Patnagarh	30
22	Odisha	Dhenkanal	Kankada Had	21	Hindol	35
23	Odisha	Gajapati (T)	Gumma	20	Gosani	22
24	Odisha	Kalahandi (LWE)	Madanpur Rampur	19	Golamunda	28
25	Odisha	Kandhamal(T/LWE)	Phiringia	24	Daringbadi	25
26	Odisha	Koraput (T/LWE)	Lamtaput	15	Boigumma	31
27	Odisha	Malkangiri (T/LWE)	Chitrakonda	17	Kalimela	23
28	Odisha	Nuapada (LWE)	Boden	15	Nuapada	31
29	Uttar Pradesh	Bahraich (B)	Huzoorpur	78	Chitaura	90
30	Uttar Pradesh	Balrampur (LWE)	Shriduttganj	70	Balrampur	116
31	Uttar Pradesh	Chandauli	Chahniya	91	Sakaldiha	104
32	Uttar Pradesh	Chitrakoot	Ramnagar	38	Karwi	92
33	Uttar Pradesh	Fatehpur	Hathgaon	75	Bhithaura	81
34	Uttar Pradesh	Sonbhadra	Chatra	60	Ghorawal	108
				1486		2113

Annexure-4: Mapping of sectors

SN	State	Aspirational District	Sec-1	Sec-2	Sec-3	Sec-4	ODOP Sec-5
1	Andhra Pradesh	Y.S.R.	Beauty & Wellness	IT-ITeS	Construction	Electronics and Hardware	Mining
2	Assam	Baksa	Electronics	Apparel	Beauty and Wellness	Construction	Agriculture
3	Assam	Barpeta	Agriculture & Allied Services	Textiles & Handloom	Construction	Food Processing	Handicrafts
4	Assam	Darrang	Agriculture & Allied Services	Apparel	Beauty & Wellness	Healthcare	Tourism & Hospitality
5	Assam	Dhubri	Apparel	Food Processing	Healthcare	Textiles & Handloom	Agriculture
6	Assam	Goalpara	Construction	Agriculture & Allied Services	Healthcare	IT-ITeS	
7	Assam	Hailakandi	Agriculture & Allied Services	Food Processing	Logistics	Handicrafts & Carpet	Logistics
8	Assam	Udalguri	Apparel	Beauty and Wellness	BFSI	Construction	Agriculture
9	Madhya Pradesh	Barwani	Apparel Made Ups and Home Furnishing	Automotive	Banking Financial Services and Insurance	Beauty and Wellness	Agriculture
10	Madhya Pradesh	Chhatarpur	Construction	Agriculture & Allied Services	Beauty & Wellness	Handicrafts & Carpet	Furniture
11	Madhya Pradesh	Damoh	Agriculture & Allied Services	Food Processing	Retail	BFSI	Construction
12	Madhya Pradesh	Guna	Automotive	Beauty and Wellness	BFSI	Capital Goods	Agriculture
13	Madhya Pradesh	East Nimar	Agriculture	Banking Financial Services and Insurance	Beauty and Wellness	Construction	Electronics and Hardware

SN	State	Aspirational District	Sec-1	Sec-2	Sec-3	Sec-4	ODOP Sec-5
14	Madhya Pradesh	Rajgarh	Electronics and Hardware	Food Processing	Apparel Made Ups and Home Furnishing	Logistics	Agriculture
15	Madhya Pradesh	Singrauli	Infrastructure Equipment	Others	Apparel	Life Sciences	Agriculture
16	Madhya Pradesh	Vidisha	Construction	Food Processing	Agriculture & Allied Services	Capital Goods	Engineering
17	MAHARASHTRA	Nandurbar	Agriculture & Allied Services	Others	Healthcare	Automotive	Textiles
18	MAHARASHTRA	Osmanabad	Management & Entrepreneurship	Healthcare	Logistics	Construction	Agriculture
19	MAHARASHTRA	Washim	Agriculture & Allied Services	Others	Healthcare	IT-ITeS	Food Processing
20	ODISHA	Balangir	Apparel	BFSI	Electronics and Hardware	Healthcare	IT-ITeS
21	ODISHA	Dhenkanal	Agriculture & Allied Services	Capital Goods	Automotive	BFSI	handicrafts
22	ODISHA	Gajapati	Apparel	Food Processing	Construction	Agriculture & Allied Services	Healthcare
23	ODISHA	Kalahandi	Apparel	Healthcare	Retail	Power	handicrafts
24	ODISHA	Kandhamal	Apparel	Tourism & Hospitality	Healthcare	Electronics and Hardware	Agriculture
25	ODISHA	Koraput	Agriculture & Allied Services	Automotive	Green Jobs	Tourism & Hospitality	Handicrafts & Carpet
26	ODISHA	Malkangiri	Healthcare	IT-ITeS	Tourism & Hospitality	Media & Entertainment	Agriculture
27	ODISHA	Nuapada	Retail	Healthcare	Management & Entrepreneurship	Capital Goods	Agriculture
28	UTTAR PRADESH	Bahraich	Agriculture	BFSI	Electronics	handicrafts	Food Processing
29	UTTAR PRADESH	Balrampur	Construction	Electronics and Hardware	Healthcare	IT-ITeS	Food Processing

SN	State	Aspirational District	DSDP					ODOP
			Sec-1	Sec-2	Sec-3	Sec-4	Sec-5	
30	UTTAR PRADESH	Chandauli	Apparel	Beauty and Wellness	Construction	Electronics		Agriculture
31	UTTAR PRADESH	Chitrakoot	Plumbing	Beauty & Wellness	Domestic Workers	Furniture & Fittings		handicrafts
32	UTTAR PRADESH	Fatehpur	Agriculture	Construction	Electronics	Apparel		Iron & Steel
33	UTTAR PRADESH	Sonbhadra	Mining	Agriculture	Automotive	BFSI		Construction

* Sectoral mapping is based on DSDP, ODOP & data from DSC/MGNF.

DRAFT AGREEMENT

BETWEEN

NATIONAL SKILL DEVELOPMENT CORPORATION

AND

[<Write name of selected Service Provider>]

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 5th and 6th Floor, Kaushal Bhawan, Adjacent to Hotel Leela Palace, New Moti Bagh, New Delhi- 110023 (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 permitted 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 a request for proposal dated 13th September 2021, ("**RFP**") to be read along with corrigendum issued with the RFP, if any, has called for proposals/bids to provide services as enumerated in Schedule I ("**Services**") to this Agreement.
- (C) The Services Provider submitted a bid response dated DD-MM-YYYY ("**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

1. Definition and Interpretation

- 1.1. 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 whether in relation to the Services or otherwise, 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.

1.2. 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.

2. Appointment of Service Provider

2.1. Subject to the terms of this Agreement, NSDC appoints the Service Provider to provide the

Services as enumerated in Schedule -I.

- 2.2. 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.
- 2.3. 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

3. Consideration and Payment Terms

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.
- 3.4. All payments shall be made in INR.
- 3.5. 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.
- 3.6. 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.

4. Term

Notwithstanding the date hereof, this Agreement shall commence on the [] ("Effective Date") and shall be valid for a period of three (3) years and shall come to an end on []. The term can be extended or reduced depending upon performance of the service provider and requirement of NSDC.

5. Termination

- 5.1. 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.

- 5.2. NSDC may terminate this Agreement, without assigning any reason by giving written notice of 30 (thirty) days.
- 5.3. 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.
- 5.4. Either Party's right to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under Applicable Law.
- 6. Consequences of Termination**
 - 6.1. Upon termination of this Agreement, any rights or authority granted by NSDC to the Service Provider under this Agreement shall terminate with immediate effect.
 - 6.2. 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.
 - 6.3. 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.
 - 6.4. 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.
- 7. Representation and Warranties**
 - 7.1. 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.
 - 7.2. 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 Bid Response are 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.
- 8. Performance Guarantee:**

Within 7 days from date of confirmation, 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.

9. Personnel

- 9.1. 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").
- 9.2. The Service Provider shall immediately terminate and replace a Key Employee who has: (a) breached any terms and conditions of this Agreement; or (b) has committed a data breach or (c) is in anyway not in compliance with Applicable Law.
- 9.3. NSDC shall have the right to interview any of the Key Employees engaged by the Service Provider to ensure they are duly qualified to provision the Services.
- 9.4. In the event that any of the Key Employees resign or cease to provide their services due to reasons beyond the control of the Service Provider, the Service Provider 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.
- 9.5. 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.

10. 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.

11. Intellectual Property Rights

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.

12. Indemnification

The Service Provider shall indemnify and hold NSDC 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.

13. Limitation of Liability

- 13.1. 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.
- 13.2. The Service Provider or any of its 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.
- 13.3. 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 willful misconduct; or (ii) to any liability arising out of fraudulent conduct.

14. Use of Confidential Information

- 14.1. The Service Provider may be given access to Confidential Information from NSDC in order to perform its obligations under this agreement.

14.2. 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 its 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;

14.3. The obligations of confidentiality contained in this Agreement are intended to survive the termination of this Agreement.

15. Force Majeure

15.1. 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.

15.2. 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.

16. Governing Law, Dispute Resolution and Jurisdiction

16.1. Governing Law and Dispute Resolution: **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.

16.2. **Jurisdiction:** The Parties hereby agree that subject to the provisions of clause 16, 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.

17. Miscellaneous

17.1. **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.

17.2. **Assignment:** This Agreement and the rights and obligations herein may not be assigned by the Service Provider without the written consent of NSDC.

17.3. **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.

- 17.4. **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 of 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 Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.
- 17.5. **No Partnership:** Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership or a joint venture or employer-employee 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.
- 17.6. **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:

[]

- 17.7. **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.
- 17.8. **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.
- 17.9. **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

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

<p>For National Skill Development Corporation</p> <p>Sign: _____</p> <p>Name:</p> <p>Title:</p>	<p>For <Name of Service Provider>[]</p> <p>Sign: _____</p> <p>Name:</p> <p>Title:</p>
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SCHEDULE I SERVICES

SCHEDULE -II Payment Terms

Schedule -III

Fraudulent or Corrupt Practices

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

18.1. 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 level

Schedule IV Key Employees with Names