



E-Tender Notice

E-Tender Notice for Selection of Training Partner for Training of Trainers in Soft Skills, 21st century skills and Training Delivery techniques (Pedagogy Skills)

E-Tender No: ITE/KSDC/SANKALP/SST-TDT/CR-10/2022-23

Date: 04-02-2023

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

e-Tender Notice for Selection of Training Partner for Training of Trainers in Soft Skills, 21st century skills and Training Delivery Techniques (Pedagogy Skills)

KSDC E Tender No **ITE/KSDC/SANKALP/SST-TDT/CR-10/2022-23** **04th February 2023**

Instructions to Bidders

Karnataka Skill Development Corporation (KSDC) a Government of Karnataka Undertaking, having its registered office at Kaushalya Bhavan, 3rd Floor, Diary Circle, Bannerghatta Road, Bangalore 560029 represented by its Managing Director, invites *e-tenders* from the experienced and reputed Companies for **Training of Trainers in Soft Skills, 21st Century Skills and Training Delivery Techniques (Pedagogy Skills)**.

The Bidder should follow the instructions /guidelines as mentioned in Tender Documents while submitting the Bids.

Bid Data Sheet

| Sl. No. | Particular | Details |
|---------|--|--|
| 1. | Date of issuance of RFP document | 04 th February, 2023 |
| 2. | Last Date & Time for submission of queries | 09 th February 2023, 14:00 Hrs. |
| 3. | Date and Time for Pre-Bid Meeting | 10 th February 2023, 15:00 Hrs. |
| 4. | Last date and time for Proposal Submission | 14 th February 2023, by 17:30 Hrs. |
| 5. | Date and Time for opening of Technical Proposals | 16 th February 2023, by 11:30 Hrs. |
| | Date and Time for Technical Presentation by the Eligible Bidders | 17 th February 2023, by 11:30 Hrs. |
| 6. | Date and Time for opening of Commercial Proposals | Upon completing technical evaluation |

Bidders may send their queries by email to KSDC on or before 09th February,2023, 14:00 Hrs. to email id: **sankalp_portal@kaushalkar.com**

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Disclaimer

All information contained in this Request for Proposal (RFP) provided / clarified are in good interest and faith. This is not an agreement and is not a bid or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this RFP document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied with the RFP Document.

Neither KSDC nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of KSDC or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.

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1. Introduction:

The Ministry of Skill Development and Entrepreneurship (MSDE), Government of India launched the 'Skills Acquisition for Livelihood Promotion' (SANKALP) programme, which is a World Bank loan assisted project and aligned with the overall objectives of the National Skill Development Mission (NSDM). The project focuses on transforming the overall skilling ecosystem of India covering both Central and State level agencies for improved outcomes.

Karnataka Skill Development Corporation (KSDC) is a state level agency of the state of Karnataka for the implementation of Project SANKALP.

SANKALP consists of the following four Result Areas (RAs):

- RA1: Institutional Strengthening at the National and State Levels for Planning, Delivering, and Monitoring.
- RA2: Improved Quality and Market Relevance of Skills Development programs.
- RA3: Improved access to and completion of skills training for female trainees and other underserved sections of the society; and
- RA4: Expanding skills training through private-public partnerships (PPPs)

In view of the above, it has been proposed by KSDC under the RA 2 component of SANKALP programme for Training of Trainers in English Communication and 21st century skills to create a pool of faculties to deliver the training programmes to college students or unemployed youth.

Assignment Background

A huge percentage of graduates are unemployable due to a lack of skills both technical and generic expected by the employers. While a maximum of the applicants gets hired on the grounds of their technical skills and often, get fired due to lack of generic skills. It is the set of Generic, Behavioral, Soft and Employability Skills that creates diversity to the potency of the individual.

Research conducted by National Skill Development Corporation (NSDC) indicates skills gaps in workplace skills as well as soft skills, with English featuring as a core skill to complement core domain skills in many of the focus sectors such as IT and ITES, tourism, hospitality, beauty and wellness, retail, financial services and healthcare. It is widely reported that students leave school/college without the knowledge and proficiency in English that would position them to take advantage of the employment opportunities that exist both in the country and overseas.

21st century skills comprise skills, abilities, and learning dispositions that have been identified as being required for success in 21st century workplaces by educators, business leaders, academics, and governmental agencies. This is part of a growing international movement focusing on the skills required for students to master in preparation for success in a rapidly changing, digital society.

The Three 21st Century Skill Categories

Each 21st Century skill is broken into one of three categories:

- Learning skills
- Literacy skills
- Life skills

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Learning skills (the four C's) teaches students about the mental processes required to adapt and improve upon a modern work environment.

The 4 C's of 21st Century Skills are:

- **Critical thinking:** Finding solutions to problems.
- **Creativity:** Thinking outside the box.
- **Collaboration:** Working with others.
- **Communication:** Talking to others.

Literacy skills (IMT) focuses on how students can discern facts, publishing outlets, and the technology behind them. There's a strong focus on determining trustworthy sources and factual information to separate it from the misinformation that floods the Internet.

The three 21st Century literacy skills are:

- **Information literacy:** Understanding facts, figures, statistics, and data.
- **Media literacy:** Understanding the methods and outlets in which information is published.
- **Technology literacy:** Understanding the machines that make the Information Age possible.

Life skills (FLIPS) take a look at intangible elements of a student's everyday life. These intangibles focus on both personal and professional qualities.

The five 21st Century life skills are:

- **Flexibility:** Deviating from plans as needed
- **Leadership:** Motivating a team to accomplish a goal
- **Initiative:** Starting projects, strategies, and plans on one's own
- **Productivity:** Maintaining efficiency in an age of distractions
- **Social skills:** Meeting and networking with others for mutual benefit

Altogether, these categories cover all 12 21st Century skills that contribute to a youth's future career.

Special emphasis on 21st century skills, verbal and written communication skills, especially in English would go a long way in improving the employability of the large and growing mass of disempowered youth.

Training and development of Trainers is an instrument to meet the twin challenges of continuous improvement and demands of change. There is an ever-emerging challenge of capacity building of trainers. Thus, it is necessary to recognize the crucial role of the Trainer from being a provider to enabler, facilitator and change-agent where learner is in the focus.

Recognizing the need for training and development of Trainers existing in the skill eco-system, KSDC has envisioned to come up with a special training program for Trainers in soft skills, 21st century skills and training delivery techniques (pedagogy skills). The trainers certified in these programs will in-turn skill students in Government degree and PUC colleges, Industrial Training Institutes (ITIs) and polytechnics.

The need for innovative mechanisms to improve access for the millions who need training in soft skills, including English has prompted KSDC to also come up with alternative mechanism to skill the students through learning management system on Kaushalkar portal for equity of access to quality provision for marginalized groups.

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2. Objectives

The training program aims to achieve following learning outcomes:

- Building capacity of trainers in English Communication and 21st century skills.
- Prepare to facilitate learning sessions and help reflect and improve practice through appropriate evaluation.
- Facilitate learning sessions using appropriate training methods, learning enabling techniques and use of ICT.
- Through these training programs, a cadre of Certified Trainers shall be developed to cater to the skilling ecosystem.
- Develop and enhance own training, facilitation and learning practices.
- Prepare to facilitate learning sessions and help reflect and improve practice through appropriate evaluation.
- Facilitate learning sessions using appropriate training methods, learning enabling techniques and use of ICT.
- Certified Training delivery skills expands scope of engagement for certified Trainers on respective domain areas.
- Each participant shall be closely observed on daily basis along with formative assessment. At the end of the program, each participant shall be provided with inputs on Areas of Excellence and Areas of improvement.
- To provide opportunities to Trainers for the development skills to facilitate, create and manage a learner-based environment.
- To provide advanced facilitation skills towards the end-to-end training process.

3. Scope of work:

The shortlisted agency is expected to -

- Create Training Manual and content (both offline and online) for Soft Skills, 21st Century Skills and Effective Training Management and Training Delivery Techniques, which would include but not limited to the ADDIE (Analyze, Design, Develop, Implement and Evaluate) process model.
- Mobilization of 400 trainers from institutions across Karnataka in consultation with KSDC.
- Conduct 150 hours of Training (Classroom + Online) for 400 Trainers in soft skills, 21st century skills and training delivery techniques (pedagogy skills) at multiple locations with prior approval of the training details from KSDC.
- Create and distribute learning content and training material on soft skills, 21st century skills and training delivery techniques (pedagogy skills) to all learners.
- Make all the necessary arrangements for the training program in consultation with KSDC.
- Provide Trainer reports and participant feedback.
- Certification of Trainees.

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4. Eligibility Criteria

1. The bidder should be a Company incorporated under the Companies Act 1956, or a Partnership Firm registered under the Indian Partnership Act or Society registered under the Public Trust Act. The entity should have been in existence for a period of at least 3 years as on 31st December 2022.
2. The bidder should have at least 3 years' experience in Training of Trainers for any Government Departments / Central PSUs /State PSUs /State Govt. /Statutory Corporations/Private Organizations. (Bidders having active/past engagement in similar corporate projects will be preferred)
3. The bidder should have at least 2 completed/ongoing relevant assignments with central/state government or its department/mission/undertaking/private entities, with contract value of more than INR 40 lakhs in the last 3 years (2019-20, 2020-2021, 2021-22).
4. The bidder should have trained more than or equal to 300 trainers on an average in the last 3 financial years (2019-20, 2020-2021, 2021-22).
5. The bidder should have an average turnover of at least INR 01 crore in the last 3 financial years (2019-20, 2020-2021, 2021-22).
6. The bidder should have qualified and experienced staff relevant to the proposed project.
7. An undertaking to the effect that the bidder has not been blacklisted by any of the department/organizations of the Govt. of India/State Govt./PSUs.
8. Permanent Account Number (PAN) allotted by the Income Tax Authorities must in the name of bidder.
9. The bidder should have a valid GSTN certificate and number.
10. The bidder should have an existing office presence in Bengaluru, Karnataka.

Supporting documents proving the eligibility criteria shall be uploaded while submitting e-tender. Otherwise, the bid will be rejected. No hard copies will be accepted.

The product/services offered should meet all the specifications given in the section "Scope of Work". Non-compliance to any of the specifications will attract rejection of the proposal.

5. Documents to be uploaded:

The Bidder shall upload the following documents in e-tender platform for the prequalification. All documents to be in pdf format only. Any other format, incomplete documents or unrelated documents may warrant in the bid being rejected.

- a) Bidder's constitution proof in the form of certificate of registration in case of a company, Form A and C in case of partnership firm, proof for having registered as Society as per Public Trust Act.
- b) Copy of the PAN card
- c) Copy of GSTN Tax issued by the concerned authorities.
- d) Bidders' Income tax returns for preceding 3 financial years (2019-20, 2020-2021, 2021-22).
- e) Audited financial statements of the bidder, duly certified by the Chartered Account and filed with the Income Tax Authorities for preceding 3 financial years (2019-20, 2020-2021, 2021-22).
- f) Bidder profile including organizational structure and experience in the field and also clearly showing the complete address of its Head/ Branch offices in the state of Karnataka.
- g) Declaration on Bidder's letterhead providing details of key staff, their qualifications and experience.
- h) Declaration on Bidder's letterhead stating that the firm is not blacklisted by any PSU or any Government Body and stating that the firm is has not backed-out of any bid after being a successful bidder in any PSU or any Government Body

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- i) Undertaking to comply with tender terms and conditions (including corrigenda and addendums) as per Annexure –I (to be duly signed and stamped by the bidder), appended to this document.
- j) Proof for having executed work orders of similar nature of similar or above size as a proof of Bidders' experience in past 3 years.
- k) Details of Core Business, relevant Work Experience and Assignments undertaken accompanied by copies of contracts or Completion Certificate by the clients.
- l) Cumulative number of trainers trained in last three financial Years: 2019-20, 2020-2021, 2021-22.
- m) Proof of Experience in creation of course content and manual for Soft Skills, 21st Century Skills and Training Delivery Techniques (Pedagogy Skills)
- n) Sample content and plan of execution.
- o) And any other document required for the proof of eligibility criteria subject to acceptance.

Submission of all documents of all years in mandatory. Failure to upload any of them will result in disqualification at technical bid stage itself.

Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances, however KSDC reserves the right to seek fresh set of documents or originals or seek clarifications on the already/submitted documents.

Each page of the tender document must be signed along with seal of bidder indicating the name and designation of the authorized signatory of the organization.

The agency will have to produce the original documents at time of technical scrutiny/ or at any subsequent stage (including after award of work) by KSDC and will have to attest any or pages of tender document or any document uploaded by it. If not done already.

6. Corrigendum

At any time prior to the last date of receipt of bids KSDC may for any reason, whether at its own initiative or in response to a clarification, requested by prospective bidders, modify the tender document through a corrigendum which will be uploaded.

In order to provide, prospective bidders reasonable time, in which to take the corrigendum into account to prepare its bids, KSDC may at its discretion, may extend the receipt of last date of bids.

7. Non-Disclosure Agreement

Successful Bidder will have to sign Non-Disclosure Agreement with KSDC. NDA will be a part of the Agreement document.

8. Obligations of Bidders

a. General Standard of Performance

Bidders shall perform the Works/ Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

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b. Law Governing Services

Bidders shall perform the Works/ Services in accordance with the applicable Laws and shall take all required steps to ensure that any of its staff, as well as the personnel and agents of Bidders and any of its staff indirectly, comply with the Applicable Laws.

c. Confidentiality

Bidders shall treat all matters in connection with KSDC as strictly confidential and undertakes not to disclose, in any way, information, documents, and technical data, given to bidder by KSDC or obtained by Bidders, without the prior written consent of KSDC. Any violation of the same would attract penal provisions as per law.

d. Liability of Bidders

The Bidders and each of its Members (Bidder's personnel, any of its developers, any of its developers personnel) shall be jointly and severally liable to KSDC for the performance of the Works/ Services under the Work order and further for any loss suffered by KSDC as a result of a default of Bidders or its members in such performance.

e. Reporting obligations

Bidders shall submit to KSDC the reports and documents as required by KSDC.

f. Documents prepared by Bidders to be the Property of KSDC

All plans, drawings, specifications, designs, reports and other documents prepared by Bidders in performing the Works/ Services shall become and remain the property of KSDC, and Bidders shall deliver all such documents to KSDC. Bidders may retain a copy of such documents but shall not use them for purposes unrelated to this Work Order without the prior written approval of KSDC.

g. Equipment and Materials furnished by KSDC

Equipment and materials made available to Bidders by KSDC shall be the property of KSDC.

h. Manner of quoting financial bids:

Financial bids, in terms of Rupees including all taxes and delivery charges should be quoted.

9. Bid Opening Process:

The Bid opening comprises of 2 parts: Technical and Commercial. The proposals will be evaluated on QCBS (Quality and Cost based) basis.

9.1. Technical Evaluation

- a. Online technical bids will be opened by a tender opening committee, constituted by KSDC for the purpose on the date and time mentioned in this document (read with corrigenda if any). In presence of the bidder/ or duly authorized representative (if present). No separate intimation will be given in this regard.

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- b. Bids will be evaluated with regards to eligibility criteria as per tender document.
- c. The bidder or authorized representative will have to produce original documents at time of scrutiny.
- d. KSDC reserves the right to reject the bid at technical stage, in case the original documents are not produced for physical verification.
- e. KSDC has the option to ask records for clarification, if required by the tender scrutiny committee
- f. The bidder will have to make a presentation - In case the bidder fails to demonstrate, the bid will be rejected.
- g. Documents of each bidder will be scrutinized for compliance. The bids that meet compliance will be considered for technical evaluation.

9.2. Commercial Bid

EVALUATION OF TECHNICAL AND COMMERCIAL DOCUMENTS:

The proposals will be evaluated on **QCBS (Quality and Cost based) basis**. The Proposals will be ranked according to their combined technical (S_t) and commercial (S_f) scores using the weights (T = the weight given to the Technical Proposal = 70%; P = the weight given to the Financial Proposal = 30%; $T + P = 100\%$) using the formula: $S = (S_t \times T) + (S_f \times P)$

Technical Score of each of the qualified bidder shall be calculated based on the total technical marks of each bidder. The highest evaluated Technical Bid (T_m) will be given the maximum technical score (T_{th}) of 100 (one hundred) points. The technical scores (T_t) of the other qualified bidder will be computed as per the formula: $T_t = 100 \times T/T_m$ in which T_t is the technical score of the bidder, T_m is the highest technical marks and T is the technical marks of bidder under consideration

The commercial proposals will be opened only for the bidders with score of 60 (sixty) marks and above on the parameter defined above. The lowest evaluated Commercial Bid (F_m) will be given the maximum commercial score (S_{fm}) of 100 (one hundred) points. The commercial scores (S_f) of the other Commercial Proposals will be computed as per the formula: $S_f = 100 \times F_m/F$, in which S_f is the commercial score, F_m is the lowest commercial quote and F is the commercial quote under consideration.

Financial bids of only those bidders whose bids meet the eligibility criteria and are found technically qualified will be opened by the tender scrutiny committee on the date and time as per the tender document in the presence of bidder/ the authorized representative (if present) for further financial evaluation. Only one authorised representative of each of the bidder will be permitted to be present at the time of opening of financial bids.

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| S. No. | Criteria | Basis of Evaluation | Maximum Marks |
|--------------|---|---|---------------|
| 1 | Cumulative number of trainers trained in last three financial Years: 2019-20, 2020-2021, 2021-22. | >= 1000 trainers – 15 Marks >= 500 trainers and < 1000 – 10 Marks >= 300 trainers and < 500 trainers – 05 Marks Else 0 | 15 |
| 2 | Cumulative revenue of the Organization in Financial Years: FY 2019-20, 2020-2021, 2021-22. | >= 5.0 crores – 10 Marks >=3.0 crores and <5.0 crores – 5 Marks <3.0 crores – 0 Marks | 10 |
| 3 | Number of similar projects completed/ongoing in Training of Trainers. | > 6 projects – 25 Marks 4-6 projects – 20 Marks 2-3 projects – 15 Marks Else 0 | 25 |
| 4 | Experience in creation of course content and manual for Soft Skills, 21 st Century Skills and Training Delivery Techniques (Pedagogy Skills) | | 20 |
| 5 | Qualification and Relevant experience of key staff | | 10 |
| 6 | Presentation of the sample content and plan of execution | | 20 |
| Total | | | 100 |

The proposals of the bidder (B1) with the highest score combined technical and financial score will be issued with Letter of Offer. In case B1 is not accepting the offer, the next successful bidder B2 will be communicated. If B2 provides the same cost as B1, then the B2 will be provided with the offer.

The bidders who have successfully uploaded their bids to e-procurement portal will be invited on for presentation. The exact schedule for the presentation will be intimated through email later.

10. Fairness and Good Faith

a. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Work Order and to adopt all reasonable measures to ensure the realization of the objectives of this Work Order.

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b. Operation of the Work Order

The Parties recognize that it is impractical in this Work Order to provide for every contingency which may arise during the life of the Work Order, and the Parties hereby agree that it is their intention that this Work Order shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Work Order either Party believes that this Work Order is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause above hereof.

c. Arbitration

Any dispute, difference or claim arising out of or in connection with, or relating to the work order (including clauses and annexure(s)) or the interpretation, breach, termination or invalidity thereof, shall be referred and settled under Arbitration where the ACS/ PS/ Secretary, SDEL, Government of Karnataka will be Arbitrator.

11. Patent rights and royalties

Bidders agrees it will at its sole cost and expense, defend, indemnify, and hold KSDC harmless from and against all losses, damages, expenses (including attorney's fees) and claims, to the extent such Claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or other rights or confidential information of any third party by Bidders or its employees, sub-contractors, consultants, representatives, and agents.

12. Indemnification

Both parties agree to defend, indemnify and hold harmless the other party from injuries, damages and loss, including costs and attorney's fees, arising from the negligent acts and omissions of its employees, officers and agents under this Agreement provided that the liability of each party shall stand proportionately reduced to the extent the event giving rise to the said liability was a result of wilful misconduct, omission or contribution of the other party and further provided that each party notifies the other party immediately of such claim being brought in and the other party is given full and unfettered authority to defend, negotiate, compromise or otherwise settle the said claim at its own cost. Both parties shall also not make any statements or admissions with respect to the claim without obtaining the prior written permission of the other party.

Bidders shall, at its expense, indemnify and hold KSDC harmless from and against any Claim with respect to withholding taxes, worker's compensation, employee's benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by Bidders.

13. Assignment:

The Work Order is not assignable on either side.

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14. General Provisions

14.1. Definitions

Unless the context otherwise requires, the following terms whenever used will have the following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- b) “KSDC/ Corporation / Organization” shall mean the Karnataka Vocational Training and Skill Development Corporation, Bangalore. (A Government Undertaking) and shall include their legal representatives, successors and assigns.
- c) “Bidders”, “System Integrator (Bidders)”, “Supplier” shall mean Bidders whose proposal will be accepted by KSDC for the award of the Works/ services and shall include such successful Bidders’ legal representatives, successors and permitted assigns.
- d) “Work Order” means the agreement entered into between KSDC and Bidders signed by the parties, to which this Annexure of Work Order are attached, together with all attachments and appendices thereto and all documents incorporated by reference therein.
- e) “Government” mean the Government of India/ State Government.
- f) “INR” means Indian Rupees
- g) “Services” or “Work” means the work to be performed by Bidders pursuant to this Work Order for the purpose of the Project, as described in THIS DOCUMENT/ documents.

- 14.2.** In case the Bidders fails to perform or abandons the job at any stage during the currency of the Work Order including extended period of the Work Order if any as per Scope of Work and terms and conditions, KSDC reserves the right to cancel the work order or execute it through other sources at the cost and risk of Bidders.

14.3. Taxes and Duties

Unless and otherwise specified in the THIS DOCUMENT, Bidders shall pay such taxes, duties, fees and other impositions as may be levied under the Indian Laws, the amount of which is deemed to have been included in the Work Order price. Bidders shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against KSDC or Bidders in pursuance of the Work Order. In addition, Bidders shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against Bidders for his personal income & property.

14.4. Commencement, Completion, Modification and Termination of Work Order

14.4.1. Zero Date and Effective Date of Work Order

Zero Date of Work Order

Zero Date of the assignment shall be the date of Kick-off meeting.

Effective Date of Work Order

The Effective Date of Work Order shall be reckoned as the date of signing of the Work Order between KSDC and Bidders.

The work order will be valid for a period of one year from Effective Date of issue of Work Order

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14.4.2. Termination of Work Order

14.4.2.1. KSDC reserves the right to terminate/ short-close the Work Order, without assigning any reason whatsoever, at any stage during the currency of the Work Order including extended period if any, by giving 30 days' notice in writing.

14.4.2.2. KSDC shall have the right to terminate this WORK ORDER in whole or part at any time:

- a) If Bidders fails to provide services or its obligations in accordance with the provisions of this Work Order.
- b) If the Bidders suspends the performance of all or part of the services, or
- c) If the Bidders abandons the services, or
- d) If the Bidders becomes bankrupt or goes into receivership or liquidation or makes an assignment for the benefit of his creditors, or
- e) For its convenience

14.4.2.3. In the event of termination of Work Order, the amount due to the Bidders as per provisions after recovery of dues (from Bidder's pending invoices/Security Deposit/ Any other amount lying with KSDC), shall be released to them.

14.4.3. Force Majeure

Force Majeure shall mean and be limited to the following:

- War/hostilities
- Riot or Civil commotion
- Earthquake, flood, tempest, lightening or other natural physical disaster.
- Restrictions imposed by the Government or other statutory bodies, which prevents or delays the execution of the Work Order by Bidders.

In the event of delay lasting over one month, if arising out of causes of Force Majeure, the parties shall meet and mutually decide about the future course of action.

For delays arising out of Force Majeure, Bidders shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and KSDC shall not be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Bidders shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their proposal and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Bidders or KSDC shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Bidders without being subject to price reduction for delayed completion, as stated elsewhere.

14.4.4. Suspension

KSDC may suspend in whole or in part – the performance of services of Bidder's any time upon giving not less than fifteen (15) days' notice.

Upon notice of suspension, Bidders shall suspend immediately the services and reduce

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expenditure to a minimum to be agreed upon by both the parties.

Upon suspension of the performance of services, Bidders shall be entitled to reimbursement of the costs against submission of documentary evidence, which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to Work Order price.

By fifteen days prior notice, KSDC may request Bidders to resume the performance of the services, without any additional cost to KSDC.

14.4.5. Jurisdiction:

The Courts situated within the city of Bangalore alone shall have jurisdiction to decide all disputes and claims that may arise between the parties.

15. Payment Terms

The Payments will be made in four installments. A pre-receipted bill in triplicate along with certificate of satisfactory delivery will have to be submitted by the agency.

Terms of Payment

| Instalment | Proportion of Project Cost | Payment Release Condition |
|------------|----------------------------|---|
| 1 | 20% | On submission of the course curriculum and content to KSDC and subsequent approval for the same |
| 2 | 20% | On commencement of the training |
| 3 | 40% | On completion of 50% of training |
| 4 | 20% | On completion of full training and submission of relevant reports to KSDC |

Payments shall be subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further, all payment shall be made, subject to deduction of tax, deduction at source as per Income tax act/rules and /or any other government orders.

Payments will be made after submission of bills and necessary certifications by the competent authority

No interest is payable by KSDC for late payment (if any) and for whatsoever reasons.

16. Performance Bank Guarantee

Performance bank guarantee will be 5% of the work order

Successful bidder has to provide PBG in the form of demand draft or an irrevocable bank guarantee of any nationalized bank valid one year. PBG has to be issued in favour of Managing Director, KSDC, payable at Bangalore. 12 months along with the acceptance of work order.

In the event of any negligence or unsatisfactory execution on the part of the Bidder, KSDC will have the right to forfeit the PBG and to recover penalty as it deems appropriate from the amount payable against the Bidder's bill(s). If deemed necessary, the Bidder may also be blacklisted for 3 years

Performance Security deposit will be returned of the successful completion of the one year.

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17. Penalty

A penalty will be imposed in case of any deviation from the provisions of contract by the competent authority may be either major or minor. KSDC will impose penalty as above and have an option to cancel the order and award the work to any other agency, without any compensation to the agency at risk and cost of such defaulting agency.

| Category | Penalty |
|----------|--|
| Minor | 1. Fine up to Rs.50,000/- per occasion 2. Delay in work submission 3. Reduction of target 4. Censure |
| Major | 1. Fines higher than Rs 50,000 but not exceeding 5% of the project cost. 2. Closure of the project 3. Fraudulent practices such as submission of fake data |

Decision of MD KSDC will be the final and binding in the case of the Penalty.

18. Other Terms and Conditions

1. No consortium will be allowed in the tender.
2. KSDC shall provide letter of offer to Successful bidder, which shall accept the within 2 working days by the bidder. Otherwise, the EMD will be forfeited.
3. Upon KSDC receiving the letter of acceptance from the successful bidder, KSDC shall issue a work order.
4. In pursuance to the work order, Successful bidder shall enter into contract agreement on non-judicial stamp paper of as per Indian Stamp Act for due performance of contract within time limits as intimated by KSDC (or extensions granted). The bidder shall provide the required services within the period as specified in the work order.
5. The scope of agreement shall be liable for alternation by way of deletions or additions at the discretion of KSDC.
6. The bidder shall ensure that the services provided are in accordance with the conditions of agreement.
7. In the event of the agreement being extended, bidder shall continue to provide the specified services on the same terms and conditions of the agreement.
8. The bidder shall replace any of the services if they are found unacceptable to KSDC.
9. KSDC reserves the right to increase/ decrease the scope of services, depending upon the actual requirement.
10. The successful bidder / its personnel shall not divulge any details of office, operational process, technical knowhow, security arrangements, administrative, organizational matters etc.
11. Successful bidder shall not assign/pledge/transfer/sub-contract any/all/part of the deliverables without prior written consent of KSDC.
12. Should be able to commence the functioning within one week from the date of acceptance of the work order with all required staff onboarded within 3 weeks of acceptance of work order.
13. The tender must remain valid for at least 90 days after the submission date. During this period, the bidder is expected to keep available the professional staff proposed for the assignment. KSDC will make its best efforts to decide on the tender within this period. If KSDC wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.

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14. The signing authority of the tender document shall mention below his/her signature whether he/she is a proprietor/partner/signing under the power of attorney/authorized by the company to sign.
15. Only those firms which in their individual capacity satisfy the eligibility criteria need to quote for this tender and the bids submitted by the bidders who do not fulfil the eligibility criteria will be summarily rejected.
16. The bidder should have required infrastructure and manpower.
17. Incomplete Tenders are liable to be rejected.
18. When deemed necessary, KSDC may seek clarification on any aspect from the tenderers. However, that would not entitle any Tenderer to change or cause any change in the rates. All expenses for preparation of documents and meetings if any, will be borne by the Tenderer.
19. The Bidder should engage experienced Professional personnel.
20. KSDC shall not provide any transport, food or any accessory for proper discharge of duties by the Bidder's workers.
21. KSDC will award the contract to the Tenderer whose Tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Tenderer is determined to be competent to execute the job satisfactorily. Board shall however not bind itself to accept the lowest or any tender, wholly or in part.
22. KSDC, reserves the right to accept or reject any Tender, and to annul the Tender process and to reject all bids at any time prior to award of the contract, without thereby incurring any liability to the affected Tenderer or Tenderers on the grounds of Board's action. The decision of KSDC in this regard would be final and binding.
23. KSDC and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute, arising between them under or in connection with the contract. However, any unresolved disputes would be subject to the Arbitrator as mentioned in 11.3 above.
24. The financial proposals of only those parties would be opened whose credentials (Technical Bids) are found up to the satisfaction of the designated committee of KSDC, whose decision would be final and binding.
25. Corrupt or Fraudulent Practices: Bidders should observe the highest standard of ethics during the procurement and execution of such contracts. KSDC, India will reject a proposal if it is found that the Bidder recommended for award has engaged in corrupt or fraudulent practice(s) while competing for the contract in question.
26. Income Tax as applicable shall be deducted at source.
 - a) KSDC is not bound to accept any of the proposals submitted.
 - b) At any time before the last date of submission of tender, KSDC may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the tender document. Any amendment shall be informed to the bidders by publishing in website and shall be binding on them. KSDC may at its discretion extend the deadline for the submission of tender.
 - c) The applicant is required to visit the www.kaushalkar.com website for any changes or amendments in the tender before submitting their tenders.

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19. Important Instructions

This is an e-procurement event of KSDC, Bangalore. The e-procurement service provider is e-procurement portal, Government of Karnataka. The contact details are **+91-80-46010000, +91-80-22631200 Email: support@ihelpdsk.com**. You are requested to read the terms & conditions of this tender before submitting your online tender.

Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

Mode of Tender: e-Procurement System (Online Part1- Techno-Commercial Bid and Part-II- Price Bid through **<https://eproc.karnataka.gov.in/>**)

20. Earnest Money Deposit - EMD

Bidders should pay an EMD of Indian Rupees Two Lakhs and Ten Thousand (INR 2,10,000/-) online through the designated e-procurement portal through either of the following mode:

Net banking, Debit card, credit card, NEFT, RTGS. (as per e-procurement portal)

The bid without EMD will not be accepted.

EMD of the unsuccessful bidders will be refunded (without any interest) within 45 days from the date of opening of tender.

EMD will be forfeited if the vendor withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender.

Tender fees:

Bidders should pay tender fees as per e-procurement portal.

**Managing Director,
KSDC**

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Annexure 1

Tender for Selection of Training Partner for Training of Trainers in Soft Skills, 21st century skills and Training delivery Techniques (Pedagogy Skills)

- 1 Name and full address of the Firm :
- 2 Telephone/ Mobile No. :
- Email ID :
- Fax no :
- 3 Year of establishment in Business :
- 4 PAN No :
- 5 GSTN Number :
- 6 Turnover past 3 years in Indian Rupees :
- 7 Details of similar kinds of services
Rendered at other places :
- 8 EMD Details :

DECLARATION

I / we do hereby declare that the particulars furnished above are correct and I / we are ready to furnish any other details as may be required by Karnataka Skill Development Corporation. I / we also declare that I / we shall abide by the terms and conditions of the tender. I/ We further undertake to conduct Training of Trainers programme if awarded the contract.

PLACE:
DATE:

**Signature of authorized
signatory with seal of the firm**