

STANDARD PROCUREMENT DOCUMENTS
Standard Request for Proposal
for
Selection of Agency for Setting-Up of BPO/ KPO Services



RFP/BPO/2023/014

Department- BPO

Important Dates:

Date of commencement of RFP	16-Jun-2023
Pre bid meeting. <i>Virtual via MS Teams.</i> (Click Here)	23-Jun-2023 at 11:30 am
Receipt of Queries by email to procurement@nsdcindia.org	23-Jun-2023 at 06:30 pm
Last Date and Time of Receipts of Technical and Financial Proposal	07-July-2023 till 06:00 pm
Place of Submission of Proposals (e-procurement)	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 Proposals to be prepared by the Client for the selection of Bidders, based on the SPD - RFP.
- 1.15. "SPD - RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- 1.16. "Services" means the work to be performed by the Bidder pursuant to the Contract.
- 1.17. "Sub-Bidder" means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to the Client during the whole performance of the Contract.
- 1.18. "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client

and the Bidder, and expected results and deliverables of the assignment.

2. Introduction

- 2.1. National Skill Development Corporation (NSDC), the client intends for Selection of Agency for Setting-Up of BPO/ KPO Services (hereinafter called “Bidders”).**
- 2.2.** The Bidders with whom this RFP is shared, are invited to submit a Technical Proposal and a Financial 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 must be company registered under companies Act, 1956. Registered with the GST authorities. Must have completed 5 years operations/ business as a Firm / Company.	<ul style="list-style-type: none"> ▪ Copy of valid Certificate of Incorporation ▪ Registration for GST ▪ PAN
5.2.	The Bidder shall have an office located in National Capital Region (NCR)	GSTN certificate and Rent Agreements
5.3.	The bidder should have an average annual turnover of Rs. 10 Crore in the last 5 financial years i.e., 2018-19, 2019-20, 2020-21 and 2021-22, 2022-23	CA Certificates with UDIN
5.4.	The bidder should have experience for implementation of similar projects for providing BPO/ KPO services, whom the vendor has set up a Call Centre of at least 100 resources in a single project during any of the past 5 financial years i.e., 2018-19, 2019-20, 2020-21 and 2021-22, 2022-23	<i>Copy of Work Order or LOI or Purchase Order or Contract</i> <i>If required, NSDC may ask for Self-Certified List of GST invoice(s) raised for the project indicating Invoice No., Date and amount.</i>
5.5.	The Bidder providing BPO/Call Centre services, should be operating with an	<i>Certificate from the Bidder's HR head and signed by authorized signatory of</i>

SN	Eligibility Criteria	Documents/ Copies to be submitted
	aggregate of at least 150 employees (Both Full Time & contractual) on company payroll for its Indian Call Centre Voice operations as on date of RFP.	<i>the Company/CA/CS.</i>
5.6.	Bidder should have Call Center business Operations from last 5 years in different states of India.	<i>Work Order or Agreement or Certificate or License</i>
5.7.	Bidder should have experience of providing manpower services and talent acquisition from last 5 years	<i>Work Order or Agreement or/ Certificate</i>
5.8.	Bidder should have Experience in skill development Directly or Indirectly. Organisation With direct skill development experience will have added advantage and	<i>Work Order or Agreement or Certificate</i>
5.9.	Bidder should have Experience of working with placement and recruitment agencies preferably	<i>Work Order or Agreement or Certificate</i>
5.10.	<ul style="list-style-type: none"> ▪ Bidder should have never been involved in any illegal activity or financial frauds. ▪ The bidder and its affiliates should not have been blacklisted by any Government Agency/Public Sector Undertaking/ Autonomous Bodies of Government/ Reputed Corporates for breach of applicable laws or violation of regulatory provisions or breach of agreement. ▪ not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings ▪ their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; ▪ not have a conflict of interest in the procurement in question as specified in the bidding document. ▪ comply with the code of integrity as specified in the bidding document. 	<i>Should submit an undertaking on its letterhead duly signed by the authorized representative.</i>
5.11.	<ul style="list-style-type: none"> ▪ Mandatory requirements: All requirements mentioned in Terms of 	<i>Should submit an undertaking on its letterhead duly signed by the</i>

SN	Eligibility Criteria	Documents/ Copies to be submitted
	Reference and Scope of Work must be mandatory complied with. If bidder is not able to provide services according to TOR and SOW, they will be disqualified	<i>authorized representative.</i>

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

*** NSDC Training partners, SMART accredited training centers, and any organization involved in providing skill/vocational training are not eligible to participate in the RFP.**

6. Duration of Assignment:

The duration of assignment will be **three (03)** years from the date of signing of contract by both the parties. However, the quality of service provided by the Bidder and the performance of the Bidder shall be reviewed quarterly 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 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

7. **General Considerations:** In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. **Cost of Preparation of Proposal:** The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to selection, without thereby incurring any liability to the Bidder.
9. **Language:** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in "English".
10. **Documents Comprising the Proposal:** The Proposal shall comprise the documents and forms listed in Annexure 1.
11. **Only One Proposal:** The Bidder shall submit only one Proposal. If a Bidder, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
12. **Proposal Validity:** Bidder's Proposal must remain valid up to 180 days after the Proposal submission deadline. During this period, the Bidder shall maintain its original Proposal without any change, including their availability. If it is established that any Bidder was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
 - 12.1. **Extension of Validity Period:** The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Proposals' validity will automatically extend by 180 days more.
 - 12.2. Extension of validity of the Proposals shall be done without any change in the original Proposal and with the confirmation of the availability of the staff.
13. **Proposal Security:** The Bidder shall furnish as part of its proposal security of Rs. 6,00,000 (Six

Lakhs Only) via the following link:

<https://induscollect.indusind.com/pay/index.php>

- Any Proposal not accompanied by a substantially responsive Proposal Security shall be rejected by the Client as non-responsive.
- Proposal Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidders signing the contract and furnishing the Performance Security.
- **The Proposal Security may be forfeited:**
 - if a Bidder withdraws its proposal during the period of proposal validity, or any extension thereto provided by the Bidder; or
 - if the successful Bidder fails to sign the Contract; or
 - fails to provide performance security.
 - Proposal Security is exempted for organizations registered with MSME. The Bidder must submit an MSME certificate.
 - NSDC is not responsible for any kind of deviations by the bidder from the said instructions.

Manual : Payment Process of Proposal Security [\(Click Here\)](#)

14. **Sub-Contracting:** The Bidder may subcontract part of the Services. The details of sub-contractor to be proposed along with the roles of Lead Partner and subcontracting agency/ies.
15. **Clarification and Amendment of RFP:** The Bidder may request a clarification of any part of the RFP by dates mention 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 and Financial 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.
 - The Bidder shall express the price for its Services in INR.

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. Separate time will be provided to technically qualified agencies for submission of financial proposals.
- 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	Max. Score	Document to be provided
20.1	<p>Proof of similar work carried out in the past: Similar projects that have either been completed or are ongoing in the last 4 FYs with at least 150 resources in a single project (i.e., 2018-2022) where similar type of scope has been delivered. The details should cover the nature of work, client details, a brief of the objective, scope and impact of assignments.</p> <p>a. 1 Project with 100 – 500 resources - 5 Marks b. 1 Project with 501 - 1500 resources - 7.5 Marks c. 1 Project with 1501 - 2500 resources - 10 Marks d. 1 Project with >2500 resources - 15 Marks</p>	15 Marks	Copies of Work Order or Agreement or Completion Certificate specifying the scope of work
20.2	<p>Working Capacity Total manpower on the payroll of the bidder:</p> <p>a. >= 150 to <1000 employee's resources – 5 Marks b. >= 1000 to <2500 resources – 7.5 Marks c. >= 2500+ resources – 10 Marks</p>	10 Marks	Copies of Work Order or Agreement or Completion Certificate specifying the scope of work

SN	Parameters	Max. Score	Document to be provided
20.3	Understanding of requirements, Approach and Methodology. Understanding of the scope, Approach Methodology & case study: a. Understanding of the scope - 10 Marks b. Approach & Methodology - 10 Marks c. Case Studies: One Case Study - 5 Marks Two Case Studies - 10 Marks	30 Marks	Technical Proposal comprising detailed understanding and approach in maximum of 3 pages and Presentation for the TEC
20.4	Should have worked on a project which supports "Constitutional Languages – As per 8 th schedule of India". a. 1 -5 - 10 Marks b. 6 -10 - 15 Marks c. 3) >10 - 20 Marks	20 Marks	Copies of Work Order or Agreement or Completion Certificate or Licence specifying the scope of work
20.5	PROPOSED: Bidder should have operated Call center in different states of India a. 2 -5 states - 10 Marks b. 6 -10 states- 15 Marks c. >10 states- 20 Marks	20 Marks	Copies of Work Order or Agreement or Completion Certificate or licence specifying the scope of work and the contract value
20.6	Industry Relevant Certification	05 Marks	Copy of valid certification

Minimum Qualifying marks will be 70. Proposal obtaining 70 or more marks in technical evaluation will be qualified for financial proposal opening.

21. Opening of Financial Proposals and evaluation.

- 21.1.** After the technical evaluation is completed and approved, the Client shall notify those Consultants 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 consultants whose technical proposals achieved minimum score and request for financial proposal.
- 21.2.** The Financial Proposals will then be inspected to confirm that they are as per the terms of RFP. These Financial Proposals shall be then opened, and the total prices recorded.
- 21.3.** NSDC may use e-Auction process for financial opening for this Procurement. Only technically qualified agencies will get one-time half an hour online training by our empaneled e Auction vendor C1 India Pvt. Ltd. All qualified agencies will have to submit their financial quotes as pre-bid in E-Auction system and same will be verified by NSDC with submitted financial quote of agencies. E-Auction time slot will be informed to qualified agencies at later stage.
- 21.4.** Please note that in both E-Auction and without E-Auction process QCBS Method (70% weightage to Technical Score and 30% weightage to financial proposal) shall be used.
- 21.5. Method of selection: Quality- and Cost-Based Selection (QCBS)**
 The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated

as following:

$S_f = 100 \times F_m / F$, in which “ S_f ” is the financial score, “ F_m ” is the lowest price, and “ F ” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 70%, and

P = 30%

Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:

$S = S_t \times T\% + S_f \times P\%$.

The Consultant achieving the highest combined technical and financial score will be invited for negotiations on the contract.

In case two or more consultants achieve same score, NSDC reserves the right to negotiate/ select one or more consultant based on technical and financial proposals.

22. Negotiations and Award

- 22.1.** Bidder obtaining Highest Combined score will be eligible for award of work.
 - 22.2.** The Bidder eligible for award of work will be issued an agreement/Purchase Order and will be requested for their review and signatures.
 - 22.3.** In case bidder does not agree on terms of contract/PO, next ranked bidder will be approached.
 - 22.4.** The discussions are concluded with a review of the Contract, which then shall be initialed by the Client and the Bidder’s authorized representative.
 - 22.5.** Abnormally low or high bids can be checked for accuracy and understanding with respective bidder/s.
23. NSDC reserves the right to award work to one or more Bidders for any specific assignment and the number will depend on requirement.
24. The decision of NSDC will be final and binding upon all Bidders.

(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 valuation 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	

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 20-21 FY 19-20 FY 18-19 FY 17-18	

Form Tech 2- Bidder's Experience

III. Information as per eligibility criteria (clause 5) and technical evaluation criteria (Clause 26)
(Please use MS excel to provide details of this table below)

Year	SN	Name of Client	Name of Project	FTE and TL Engaged	Project Duration	Project Value In INR	Brief of Services Provided (Including Languages and states covered)	Email id and contact detail of client's representatives to provide feedback
	1.							
	2.							
	3.							

Add more rows if required.

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, PROJECT LEADER}
Name of Professional:	{Insert full name}
Date of Birth:	{day/month/year}

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references		Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]			

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Consultant will be involved}	

Consultant's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Name of Consultant

Signature

Date {day/month/year}

Financial Bid Formats

Form A: for BPO

The Bidder is required to submit their financial proposal in the table mentioned below but not with the technical proposals

SN	Division	Required positions	Per seat cost (INR)	Duration (months)	Total Cost (in INR)	Taxes
(a)	(b)	(c)	(d)	(e)	(f)= [(c) x (d) x (e)]	
1	FTE	30		36		
2	Team Leader	04		36		
	Total					

Note: only the cost for BPO will be considered for financial evaluation.

The number of FTE and TL can be increased or decreased as per project requirements.

Form B: for CRM

Sn	Particulars	INR
1	One time cost (Customization and deployment of the application)	
2	Subscription cost including user support (for contract Period) Per user license cost for 30 FTE • Total cost= per user cost X no of agents X contract duration (Month)	
3	Total	
4	GST	
5	Grand Total	

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.

DEFINITIONS:

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

Pre-requisites:

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

Scope of work

The bidder will be working on NSDC ongoing and upcoming projects and will be responsible to perform various Call Center (In-bound & Out-bound both) activities which includes (but not limited to):

- A. Business Services
- B. Call Centre Infrastructure & Technology
- C. Resources on-boarding and training
- D. Quality Assurance
- E. Monitoring and Reporting

A. Business Services

The call center resource persons, who will be trained on Schemes/Products and procedures of NSDC, shall understand the user requirements and resolve the query as per the information provided. The proposed services to be provided through the call center can be categorized into two broad areas:

- i. **Informational Services:** Provide published or processed information on specific products/Schemes or procedures to the callers. Usually, the nature of informational services remains static over a period, and it is common for all the customers, e.g., scheme information, admission process, program duration, qualification criteria, sectors/ trades available etc.
- ii. **Transactional Services:** Exchange of information through mail or any other media. The transactional services can be static (Declaration form, enrollment form etc.) or dynamic (Service request status, enrollment status etc.) through SMS. Information to be provided to customers over phone based on data provided by customer like personal information based on user ID.
- iii. **Grievance handling:** Register grievances (received through telephone) and classify them based on the nature of grievance, cause of grievance, location, etc.; Generate a unique ticket number for each grievance (received through telephone) and this unique number made known to the complainant on call. Escalate the grievance to the concerned officer in NSDC as per the mutually agreed escalation matrix & provide update to the complainant who has raised the grievance via outbound call.

B. Call Centre Infrastructure & Technology

- i. Bidder shall be responsible for providing premises duly equipped with requisite infrastructure like power, lighting, network connectivity, security systems, etc.
- ii. Provision must be made for dedicated seating for resource persons and NSDC officials with proper lighting, air conditioning etc. to ensure sufficient comfort levels to the resources as well as the NSDC officials, if any. Other basic facilities like water, toilets, canteen etc. should also be provided.
- iii. Adequate training facilities should also be provided to resources on NSDC Business processes and guidelines including availability of proper rooms with whiteboards, projectors, and other appliances.
- iv. The Call Centre should have the scalability to accommodate/create the additional number of seats, if so, required by NSDC.
- v. Bidder shall arrange for IVRS (Interactive Voice Response System), Dialer and related hardware, software, and network components for running the call center operations.
- vi. Computer Telephone Integration (CTI):
 - Should be able to integrate with call center solution

- It may be interfaced with the Core system of NSDC so send/receive data which needs to be populated (as in when developed).
 - Ability to generate service requests and register grievances
 - On transferring the call to another tele caller/ resource person the screen too should be transferred to that tele caller's screen
 - The CTI must be capable of activating the fast-dialing feature
 - Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc.
- vii. **Call Centre application: CRM (Customer Relationship Management) applicant to provide costing of CRM separately in format.**
- Call Center interface**
- The software would maintain a complete call history of all calls received at the call center.
 - A unique id/ticket number shall be generated for all service requests, complaints and tracked till closure.
 - SMS should be sent to the user mobile number displaying the unique id/ticket number.
 - The resource persons would be capturing all the relevant caller information in this for recording customer communication and should be integrated with required NSDC applications etc.
 - The bidder shall provide NSDC with all the data of this application at the time of end of contract period or as and when required by NSDC.
 - The application must integrate with the CTI (Computer Telephone Integration) and should be able to pull IVR usage details of the customer including all options selected by the customer and all details entered by customer from the time the customer reaches a tele caller.
 - NSDC must have master access to the CRM.
- NSDC Team**
- NSDC team to have manager access where real time data can be tracked.
 - Team should be able to check all data being entered by agents.
 - Team should be able to check login and log out time of agents.
 - Team should be able to see the data at one given time and should also be able to filter it campaign wise to view selected data at a time.
 - Team should be able to view & listen the recording of both incoming and outgoing calls.
 - Team to access to outgoing campaign reports in all languages, including the number of calls made, deposition information, and survey data.
 - Auto dialling capabilities
 - Activation of True Caller app (Gold)
 - Team should be able to download the call log reports.
- viii. Other Infrastructure, but not limited to, to be provided by bidder are:
- Call barging and recording software.
 - resource computers, phone sets and headsets.

C. Resource on-boarding and training

- i. Bidder shall select & deploy the skilled and qualified manpower as defined in the RFE required for running the Call Centre. Minimum qualification should be graduation with 2-3 years of relevant experience and fluency in English is must.

- ii. Bidder shall, in its response, propose the Call Centre model including no. of seats required for NSDC Call Centre operations based on envisaged call volumes and SLA requirements from Call Centre as specified in this RFE.
- iii. NSDC may depute its officials, at Call Centre location, to ensure quality of service and control over day-to-day functioning of the Call Centre. The decision of NSDC will prevail in every case of dispute.

Manpower estimation

- iv. Manpower profiles could be audited by NSDC on an ad hoc basis.
- v. Bidder shall submit an undertaking with the invoice declaring the compliance to minimum manpower profile.
- vi. Bidder shall take prior approval from NSDC before increasing or decreasing the no. of resources deployed for NSDC as mentioned in their proposal. NSDC reserves the right to increase or decrease the manpower as per the workload.

Resource Training

- vii. Considering the nature of the services, training is an important aspect of NSDC Call Centre. The Bidder should decide for imparting proper training in soft skills; call handling, exposure to related application so as to prepare the resources to answer different types of queries, and on other aspects of Call Centre services.
- viii. The bidder should ensure that all the resources are put on actual duty only after providing them proper training on at least the following areas:

SN	Training Area	Responsibility
1	Soft Skills	Bidder
2	Application(s)	Bidder
3	Call Handling Procedures	Bidder
4	NSDC business process related/ scripts	Bidder (with support from NSDC team)

Note: For such training sessions, arrangement of logistics, travel, etc. for shall be the responsibility of the bidder.

- ix. NSDC shall assist bidder in preparing training material (which can be further customized) for business related trainings.
- x. NSDC, at its discretion, may provide refresher training to the Team Leaders as a part of train the trainer methodology. The bidder needs to ensure that their Team Leaders provide further in house refresher training to resources.

D. Quality Assurance

- i. Bidder must adhere to the quality standard and benchmark set by NSDC to provide better user experience, NSDC may audit the quality of services provided by the bidder at any point of time without any notification to the bidder and any discrepancies found during audit could lead towards penal actions.
- ii. Every call received/done from the call center would be recorded in the call center application against the respective resource person and Call id.
- iii. To ensure User Service Quality, NSDC, at its discretion, may conduct Regular audits, Random audits, and call barging
- iv. Other than Quarterly audits, NSDC may do a random sample survey of calls on Call Quality as well as can be involved into calls without prior notification frequently. For this purpose, administration level permissions to access relevant sub-systems/servers (including IVR, ACD,

security measures including data & software backups, firewalls, antivirus software updates, etc. related to NSDC Call Centre Setup)

- a. To monitor and generate reports including those required for cross-verification of SLAs and related payments will be provided by the bidder.
- b. The call data from the tapes/voice logger should be archived on to hard disk every 15 days. The data on the hard disk should be stored in using such naming conventions that support easy retrieval. These records shall be retained on hard disk for another 2-3 years. NSDC might require the records to be kept for longer period.
- v. If it is observed by NSDC that a resource person has misbehaved with a caller on telephone, or if complaint is received against any of the Tele caller/Team leader or if his/her performance is found to be lacking in the opinion of NSDC, NSDC may instruct the bidder to remove such person from Call Centre.
- vi. A facility should be available for NSDC monitoring team, external & internal auditors to periodically inspect the functioning of Call Centre. To assure quality service and standards being followed by bidder, NSDC will conduct scheduled audits in every quarter by external or internal auditors/ PMU/ NSDC team.
- vii. Additionally, it should be possible to remotely monitor performance on all SLAs/KPIs and also of all the applications provided by the system i.e. real time ACD statistics, calls in queue, number of resources logged in, number of resources abandoned answered calls, query of the call logs of a particular customer etc. by designated Call Centre Coordinator or Call Centre in-charge

E. Monitoring and Reporting

- i. Suitable reporting software should be available to generate standard report formats to measure/verify various SLAs, for monitoring the performance of resources, IVRS, ACD, etc. Bidder must provide a portal for report viewing by NSDC or its designated vendor(s).
- ii. Reports should also be available in common format like Excel, PDF, Word, etc. & should be configurable to be mailed to a defined mailing list.
- iii. The successful bidder shall also assist NSDC in responding to queries and investigations initiated by the statutory bodies or law enforcement agencies as well as in fulfilling regulatory reporting requirements.
- iv. The Bidder and NSDC will mutually agree on the format of the reports to be submitted by the Bidder to NSDC. If NSDC requests the Bidder to provide customized reports, the Bidder will provide customized reports at no cost to NSDC. The following reports, but not limited to, must be provided by the Bidder:
 - Reports based on time/ location wise/ office wise
 - Reports based on quality of work done by resources working on the project, which includes:
 - a. Customer Satisfaction (CSAT)
 - b. Dissatisfaction (DSAT)
 - c. NPS (Net Promoters Score)
 - d. Turn around Time (TAT) against queries and tickets
 - Type of grievances/queries/demand/analysis location wise
 - Repeat request or complaints analysis
 - Call waiting time
 - Disposal rate through IVRS and resource personnel
 - Lost calls/ unanswered calls
 - System/position log on off or breakdowns

- Call time (Average Talk Time/Hold Time/Handle Time)
 - Hourly call details
 - Complaints pending for more than defined time
 - Calls Handled
 - Abandoned Call Rate
 - Delay Before Abandon (Average/ Longest)
 - Time for After Call Work (Wrap Up)
 - Staffing related Report
 - Call origination report (from portal or toll-free number)
 - Other monthly MIS, SLA reports, number of resources logged in resource wise, language wise, etc.
 - Any other report as requested by NSDC
- The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals.
 - NSDC 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.
 - 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.
 - 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.
 - Instead of just following traditional call center (BPO-Business Process Outsourcing) activities for handling ongoing processes, NSDC prefers KPO (Knowledge Process Outsourcing) services in this RFE for handling data, knowledge and other processes on behalf of the organization to maintain high level of specialized expertise and knowledge-based service.

Certifications

ISO 27001 Certification:

The Service Provider are required to submit the ISO 27001 implementation cum certification plan as part of their technical proposal. This plan should be comprehensive enough and will include the milestones, description, timelines etc.

The Service Provider have to ensure to establish Plan-Do-Check-Act (PDCA) model for the ISMS, the Service Provider would be responsible for establishing, operating, monitoring, reviewing, maintaining and improving the Information Security Management System at call centre. For the purpose call centre vendor shall implement ISO 27001 standard and get certification from the certification body within 6 months of implementation of call centre.

All the Cost towards certification and its maintenance over three years will be borne by the Service Provider for the entire duration of the contract.

ISO 20000 Certification:

The Service Provider are required to submit the ISO 20000 implementation cum certification plan as part of their technical proposal. This plan should be comprehensive enough and will include the milestones, description, timelines etc. the Service Provider shall implement ISO20000 standard and get certification from the certification body within 6 months of implementation of call centre.

All the Cost towards certification & maintenance of the certificates will be borne by the the Service Provider for the entire project period.

Security Infrastructure of Call Centre

Security of data/information is the most important component for Skill India Mission. Seeing the criticality of data/information in order to maintain CIA (Confidentiality, Integrity & Availability) and to avoid data leakage, the complete software application developed must be audited by a cert-in certified agency. This should be a pre-requisite to make the software application live.

**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 301, West Wing, World Mark – I, Aerocity, New Delhi - 110037 (hereinafter referred to as "NSDC" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns); and
 - 2) [], a [] incorporated under the [], and having its registered office at [] (hereinafter referred to as "**Service Provider**" whose expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and successors-in-interest and 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 21 days from date of signing of the Framework Agreement award, the Firm shall furnish to the Purchaser the performance security (5% of contract value) of Rupees [] only (INR []). The performance security shall be denominated in Indian Rupees and shall be in the form of an unconditional bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Purchaser, in the format provided by the Purchaser. The performance security will be returned to the Firm not later than end of contract.

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 Providers 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 wilful 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 together constitute one and only the Agreement.

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

For National Skill Development Corporation	For <Name of Service Provider>[]
Sign: _____	Sign: _____
Name:	Name:
Title:	Title:

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