STANDARD PROCUREMENT DOCUMENTS
Standard Request for Proposal
for
Selection of Agency for Training & Capacity building of Jan Shikshan Sansthan (JSS) Staff



RFP/EI/2022/026

Department- Education Initiatives, ToT & ToA

Important Dates:

Date of commencement of RFP	**19th August' 2022**
Pre bid meeting. *Virtual via MS Teams.* **(Click Here)**	**26th August' 2022, 4:30 pm**
Receipt of Queries by email to procurement@nsdcindia.org	**26th August' 2022, 6:00 pm**
Last Date and Time of Receipts of Technical and Financial Proposal	**09th September' 2022, 5:00 pm**
Place of Submission of Proposals (e-procurement)	**https://nsdc.eproc.in**

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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

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2.1. **National Skill Development Corporation (NSDC),** the client intends to **Select an agency** for Training & Capacity building of 1000 non-teaching staff of Jan Shiksha Sansthan (JSS) and 10 staff of Directorate of Jan Shiksha Sansthan (DJSS) (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.

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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 should be registered entity under the Companies Act/ Societies Act/ Trust having registered office in India • An academic institution or professional body of repute • The Bidder should have valid PAN/GST registration • The bidder should have Affiliation with AICTE/ UGC/ Other similar Govt. bodies	▪ Certificate of Incorporation ▪ GST certificate ▪ PAN ▪ Affiliation certificate/ order
5.2.	The average annual turnover of the bidder from training services should be more than INR 1 Crore in the last 3 financial years i.e., 2019-20, 2020-21 and 2021-22.	CA Certificates with UDIN
5.3.	The Bidder should have a track record of having successfully completed the training/capacity building of at least 500 people of similar nature with external organisations during the last 5 years preceding the date of submission of its proposal. Training/capacity building	Work order/Contract and relevant document should be submitted

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SN	Eligibility Criteria	Documents/ Copies to be submitted
	assignment with external organisations will only be considered.	
5.4.	Experience and Expertise of the trainers in leading similar projects in the past.	Attach a brief CV with domain expertise and having conceptual understanding and deep interest in the area would be preferred
5.5.	▪ 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.	Undertaking on letter head/ self-declaration.
5.6.	Mandatory requirements: All requirements mentioned in Terms of 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	Bidders need to submit proof of compliances on its letter head

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

6. **Duration of Assignment:**
The duration of assignment will be 01 year. However, the Bidder will be required to conduct all the workshops latest by 31st January 2023. However, the quality of service provided by the Bidder and the performance of the Bidder shall be reviewed continuously and in case the performance is found unsatisfactory, the Bidder's contract can be terminated at NSDC's discretion. If the performance is found satisfactory then, contract may be extended for further duration 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 purpose.

B. <u>Preparation of Proposals</u>

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

Reference Document for more business RFP, EOI, Tender in skill development

listed in Annexure 1.

11. **Only One Proposal:** The Bidder shall submit only one Proposal. If a Bidder, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
12. **Proposal Validity:** Bidder's Proposal must remain valid up to 180 days after the Proposal submission deadline. During this period, the Bidder shall maintain its original Proposal without any change, including their availability. If it is established that any Bidder was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
    12.1. **Extension of Validity Period:** The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Proposals' validity will automatically extend by 180 days more.
    12.2. Extension of validity of the Proposals shall be done without any change in the original Proposal and with the confirmation of the availability of the staff.

13. **Proposal Securing Declaration:**
    Declaration as per the format provided in Annexure 2 of the RFP. A Proposal Securing Declaration be executed:

    13.1. if a Training Partner withdraws its proposal during the period of proposal validity or any extension thereto provided by the client.

    13.2. if the successful Training Partner fails to sign the Contract.

14. **Sub-Contracting**: The Bidder cannot subcontract some or whole of the Services.
15. **Clarification and Amendment of RFP**: The Bidder may request a clarification of any part of the RFP till 7 days prior to last date of submission. 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:**
17. The Technical Proposal shall be prepared using the format provided in Annexure 1 of the RFP
18. The Financial Proposal shall be prepared using the format provided in Form Fin 1 of the RFP. It shall list all costs associated with the assignment.
19. The Technical Proposals and Financial Proposals shall be filled up and shared as separate proposals.
20. The Bidder is responsible for meeting all tax liabilities arising out of the Contract.
21. The Bidder shall express the price for its Services in INR.

C. <u>Submission, Opening and Evaluation</u>

22. **Submission of Proposals:**

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22.1. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexure 1. The Bidder shall submit Technical and Financial Proposals only on https://nsdc.eproc.in on or before last date and time of submission.

22.2. 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.

22.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

23. **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.

23.1. 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.

23.2. 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.

23.3. 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.

23.4. 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.

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

25. **Evaluation of Technical Proposals:** The Client's evaluation committee shall evaluate the Technical Proposals first based on the criteria below.

SN	Particulars	Required Document	Max Marks
25.1.	Write-up on approach, methodology and workplan for the assignment as per scope of work provided. a. Approach b. Methodology c. Work Plan	Detailed write-up in the light of ToR.	50
25.2.	Trainers' profile: Education and relevant experience	Signed copy of CVs of Trainers along with photograph and proof of experience should be submitted.	50

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

26. **Opening of Financial Proposals and evaluation.**

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26.1. **After** the technical evaluation is completed and approved by the Committee, 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 (and shall provide information relating to the Consultant's overall technical score) that their proposal cannot be considered further and their Financial Proposals will remain unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those consultants whose technical proposals achieved minimum score and request for password for opening of financial proposal. In case any consultant forgets or could not provide correct password to open financial proposal, the complete proposal will be rejected. Incomplete proposals will also be rejected.

26.2. The Financial Proposals shall be opened of those Consultants whose proposals have passed the minimum technical score. 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.

26.3. 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.

26.4. 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.

26.5. **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:

Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" 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 (St) and financial (Sf) 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 = St x T% + Sf x 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.

27. **Negotiations and Award**

27.1. Bidder obtaining Highest Combined score will be eligible for award of work.

27.2. The Bidder eligible for award of work will be issued an agreement/Purchase Order and will be requested for their review and signatures.

27.3. In case bidder does not agree on terms of contract/PO, next ranked bidder will be approached.

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

27.5. Abnormally low or high bids can be checked for accuracy and understanding with

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respective bidder/s.

28. NSDC reserves the right to award work to one or more Bidders for any specific assignment and the number will depend on requirement.
29. The decision of NSDC will be final and binding upon all Bidders.

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Annexure -1

(Documents Comprising Technical Proposal)
Form TECH-1
Technical Proposal Submission Form

{Location, Date}
To: *[Name and address of Client]*
Dear Sir:

We, the undersigned, offer to provide the 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): _____

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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 5 (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	

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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	Location	Project Duration	Project Value In INR	Nature of Training/Capacity Building	No of Candidates trained	Email id and contact detail of client's representatives to provide feedback

Add more rows if required.

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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}

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Form Fin-1: Financial Proposal Submission Form

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

Proposed Budget for Training and Capacity Building of JSS Staff

SN	EXPENDITURE HEADS	AMOUNT (INR)	
1	Training Need Assessment		
2	Training delivery cost per candidate		
3	Boarding & Lodging cost per candidate		
4	Content for the training		
	TOTAL		

Assignment	Cost/Candidate	Total
Training & Capacity building of Jan Sikshan Sansthan (JSS) Staff		

Note:

- **No financial will be disclosed with technical proposal, if so, the proposal will be summarily rejected.**
- **The cost/candidate will be all inclusive; GST will be extra.**

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Annexure -2

Section 6. Fraud and Corruption- For World Bank Funded SANKALP Project

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

1.1 The World Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "Obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

Refer SWIFT section for more business RFP EOI Terms in still development

[1] For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[2] A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

[3] Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Annexure -3

Format of Proposal Securing Declaration

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

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

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

To: *[complete name of Client]*

We, the undersigned, declare that:

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

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

(a) have withdrawn our Proposal during the period of Proposal validity or

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

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

Name of the Bidders*__

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

Title of the person signing the Proposal_____

Signature of the person named above_____

Date signed___

day of _

Refer Skill Repository for more business RFP, EOI, Tender in skill development

Scope of Work

Capacity Building Workshop for Jan Shikshan Sansthan (JSS) non- teaching staff

1. **Introduction:**
   Skill Acquisition and Knowledge Awareness for Livelihood Promotion ("SANKALP") is a program of the Ministry of Skill Development (MSDE) with loan assistance from the World Bank. SANKALP was launched on 19th January 2018 and has a tenure till March 2023. World Bank Sankalp- has approved proposal for Capacity Building of Staff of Jan Shikshan Sansthan.

   NSDC is the implementation partner for this project.

   We request your organization to give proposal to conduct the trainings in residential mode at regional level in batches.

2. **Background**
   Jan Shikshan Sansthan (JSS) is a scheme of Ministry of Skill Development and Entrepreneurship (MSDE). JSS formerly known as Shramik Vidyapeeth was a unique creation of Government of India is being implemented through NGOs in the country since 1967. The scheme was renamed as Jan Shikshan Sansthan in 2000. JSS scheme was transferred from Ministry of Education (erstwhile Ministry of Human Resource Development) to Ministry of Skill Development & Entrepreneurship in July 2018. At present, 304 JSSs in 27 States and 7 Union Territories are functional. The annual coverage of the beneficiaries is around 4 lakhs, out of which 85% are women.

3. **Functioning of JSS**
   The Ministry provides the financial assistance in the form of Grants in Aid to the JSSs (NGOs) for imparting Skill training for the select job roles. The Directorate of Jan Shikshan Sansthan (Which is a subordinate office of MSDE) monitors the implementation of the scheme by the JSSs. Jan Shikshan Sansthan (JSS) scheme is implemented through NGOs with 100% grants from the Government of India. Jan Shikshan Sansthan are registered under the Societies Registration Act, 1860. The affairs of Jan Shikshan Sansthan are managed by respective Board of Management approved by the Government of India.
   Each JSS have 7-10 staffs on purely contract basis. The training is imparted through resource persons on honorarium basis.
   The mandate of the scheme is to provide vocational skills in non-formal mode to non-literate, neo-literates, persons with rudimentary level of education up to 8th and school dropouts up to 12th standard in the age group of 15-45 years. The priority groups are women, SC, ST, minorities, and other backward sections of the society. JSSs are reaching to the unreached areas to cater the needs of the poorest of the poor. They work at the doorstep of the beneficiaries with a minimum infrastructure and resources.

4. **Training requirement**
   Each JSS comprises of both teaching and non-teaching staff with head of the center being the Director. Each member of the JSS contributes towards the functioning and running of the center along with the trainer. As majority of the JSS are in the backward areas non-teaching staff of the center have very little or no opportunity for availing training to upskill themselves. Pandemic has further necessitated the requirement for training program. In this new world order, employees are wearing multiple hats at work. Organization needs to foster this culture of knowledge sharing and cross functional skill set.

5. **Capacity Building of JSS**

Refer Shri Ram Center for more Business RFP, EOI, Tender in skill Development

Considering above context there is a need to undertake capacity building of the staff associated with Directorate of JSS and JSS (through partner NGO network) on (i) better management of JSS Centres (including branding); (ii) communication skills; (iii) awareness on various financial assistance schemes of Central and State Governments (including bank credit facilities); (iv) market/ industry linkage etc.

Capacity building needs to be done for 1000 non-teaching staffs of JSS along with the center director and 10 staff of Directorate of Jan Shikshan Sansthan (DJSS). Mentioned areas of training above is tentative in nature and one may need to take in detail need analysis prior to workshop commencement.

6. **Proposal requested**

The project aims to strengthen the capacity of JSS ecosystem by undertaking capacity building sessions/ workshops on the staff associated with JSS. Proposal is being sought from organization to design and implement capacity building workshop for the 1000 non-teaching staff of JSS and 10 staff of DJSS.

DJSS will parallel identify the JSS staff that needs to be trained on the aforementioned areas.

The candidates will be provided a certificate from agency upon completion of their training program.

It is expected that workshop should be done in residential format and at regional level hubs.

Proposal for the workshop must include the following:

- Preferred batch size- 30
- Minimum duration of workshop
- The content shall be made in Hindi and English language (customization to other languages may also be done based on the requirement, if any). How would the content for workshop be designed?
- How would the thematic areas for capacity building be identified
- What shall be the format for workshop delivery?
- Who are the trainers conducting workshop, their profile?
- Prior experience at capacity building workshops.
- Location at which organization is present and capability to organize trainings at multiple hub locations
- How would the hub locations for training in residential mode be managed?
- Creating monthly milestone for the activity spanning coverage of the entire workshop within 6 months
- How would the workshops be documented?
- Tentative costing for the workshop design, implementation, and submission of end report.

The bidder shall be responsible to,

a) Create the plan, take approval of the authority and execute end-to-end capacity building training of 10 DJSS and 1000 JSS non-teaching Staff (Residential mode and at region level hubs)
b) Conduct Training Need Analysis (TNA) and Baseline Study
c) To prepare training schedule and ensure that capacity building sessions are completed as per schedule
d) Furnish a Quarterly Progress Report (QPR) of the project to for reporting implementation status comprising of both physical and financial progress. The report should furnish Project

Refer Skill Reporter for more business RFP, EOI, Tender in skill development

Status Report based on the agreed milestones defined in the MoU.

7. Measurable Outcome: Better management of JSS centres
8. Payment: monthly invoice within 30 days of receipt of undisputed invoice.

Refer Skill Reporter for more business RFP, EOI, Tender in skill development

ANNEXURE 3

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@c1ndia.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 eTendering 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 eTendering 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.

Refer Skill Reporter for more business RFP EOI Tender in skill development

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 _____, ("**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 _____ ("**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 _____ () 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 Provider shall immediately replace such Key Employees, with equally competent resources, and ensure that a complete knowledge transfer, and all other processes required to maintain business continuity.

9.5. In the event that any Key Employee fails to meet the reasonable expectations of NSDC, NSDC may request a replacement, and the Service Provider shall promptly replace, with a suitable and equivalent replacement.

10. **Compliance with Laws**

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

11. **Intellectual Property Rights**

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

11.2. The Service Provider also acknowledges and assigns to NSDC in perpetuity and exclusively, Intellectual Property Rights in any deliverables created under this Agreement, in the course of provision of the Services. This includes reports, tables, presentations, handbook developed specifically for NSDC in furtherance of providing Services under this Agreement.

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

12. **Indemnification**

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

i. A breach of the terms of this Agreement; or

ii. A violation of any Applicable Law.

13. **Limitation of Liability**

13.1. Neither Party shall be liable for any consequential, incidental, special, indirect, exemplary or punitive damages, or damages for any loss of profits, revenue or business, regardless of the nature of the claim, even if the other Party has been notified of the possibility of such damages.

13.2. The Service Provider or any of its employees or vendors shall not be liable to NSDC or any other person or entity for an amount of damages under this Agreement in excess of the

amount of Consideration paid or payable for the applicable Services.

13.3. The above limitations of liability and exclusions from liability set forth in this Clause 13 shall not apply (i) in cases of gross negligence or willful misconduct; or (ii) to any liability arising out of fraudulent conduct.

14. **Use of Confidential Information**

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

14.2. **The Service Provider shall:**

a) use the Confidential Information of NSDC only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of NSDC) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by NSDC;

b) use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Service Provider exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Service Provider in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Service Provider has assumed in this Agreement with respect to the Confidential Information;

c) not, without the prior written consent of NSDC, disclose or otherwise make available NSDC's Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein;

d) not copy or reproduce in any manner whatsoever the Confidential Information of NSDC or any part thereof without the prior written consent of NSDC, except where required for its own internal use in accordance with this Agreement; and

e) promptly upon the request of NSDC, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of NSDC, destroy and confirm in writing the destruction of the Confidential Information;

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

15. **Force Majeure**

15.1. Neither Party shall be liable for any failure or delay in performance of any obligation, under this Agreement to the extent such failure or delay is due to a Force Majeure event. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay.

15.2. If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure event as a result of which that Party is prevented from performing its obligation for more than thirty (30) days due to such Force Majeure Event ("Aggrieved Party"), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure event so long as the Force Majeure event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified.

16. **Governing Law, Dispute Resolution and Jurisdiction**

16.1. Governing Law and Dispute Resolution: **This Agreement shall be governed by the laws of India.**

a) In the event of any dispute, controversy or claim arising in any way out of or in connection with this Agreement (a "**Dispute**"), the Parties shall attempt in the first instance to resolve such Dispute through amicable discussion. If the Dispute is not resolved through such amicable discussion within 30 (thirty) days of a notice of Dispute being given or such longer period as the Parties agree to in writing, then any Party may refer the dispute for final resolution by arbitration.

b) Any Dispute shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The arbitration proceedings shall be held at New Delhi, India.

c) The Parties to an arbitration shall keep the arbitration confidential and shall not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information submitted during arbitration, any documents submitted in connection with it, any oral submissions or testimony, transcripts or any award unless disclosure is required by law or is necessary for permissible court proceedings such as proceedings to recognise or enforce an award.

16.2. **Jurisdiction:** The Parties hereby agree that subject to the provisions of clause 16, courts in New Delhi shall have the exclusive jurisdiction to determine any disputes arising out of, or in relation to, the terms and conditions of this Agreement.

17. **Miscellaneous**

17.1. **Entire Agreement**: This Agreement, the Annexures and recitals hereto (which are hereby expressly incorporated herein by reference) constitutes the entire understanding between the Parties and supersedes all other discussions and understanding between the Parties.

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

17.3. **Amendments and Waivers**: This Agreement may be amended only with the written consent of both Parties. Any amendment or waiver effected in accordance with this Clause shall be binding upon both Parties.

17.4. **Delays or Omissions**: No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach of default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.

17.5. **No Partnership**: Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership or a joint venture or employer-employee between the Parties. Neither Party shall have any authority to bind the other Party in any manner whatsoever. This Agreement shall be construed to have been entered on a principal-to-principal basis.

17.6. **Notices**: Except as may be otherwise provided herein, all notices, requests, waivers and

other communications ("Notices") shall be deemed to be delivered as provided herein: (a) if delivered to the addressee ("Receiving Party") by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery). The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

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

To Service Provider:
[]

17.7. **Severability**: The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces**.**

17.8. **Survival**: The provisions of Clauses and such other provisions of this Agreement, which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement**.**

17.9. **Counterparts:** This Agreement may be executed in two (2) counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall 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:_____ Name: Title:	Sign:_____ Name: Title:

SCHEDULE I
SERVICES

SCHEDULE -II
Payment Terms

Schedule -III-
Fraudulent or Corrupt Practices

3. Purpose

3.1 The World Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

4. Requirements

2.3 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.4 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "Obstructive practice" is:

(c) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(d) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[4] (ii) to be a nominated[5] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[6] all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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4 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

5 A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

6 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Schedule IV
Key Employees with Names