

Standard Request for Proposals (RFP)

Selection of Central Monitoring Agency- Credit Monitoring & Social Monitoring



National Skill Development Corporation

July 16th, 2019

SELECTION OF CENTRAL MONITORING AGENCY- CREDIT MONITORING & SOCIAL MONITORING

Standard Request for Proposals (RFP)

RFP No.: RFP/Skill Development Financing and Monitoring/2019/007

Selection of Central Monitoring Agency-Credit Monitoring & Social Monitoring

Issued on: July 16th, 2019

PART I

Section 1. Letter of Invitation

RFP No. RFP/Skill Development Financing and Monitoring/2019/007

Delhi,

Date:16th July 2019

Dear Bidder

*National Skill Development Corporation (NSDC), the client, invites proposals to provide the following consulting services (hereinafter called “Services”): “**Selection of Central Monitoring Agency-Credit Monitoring & Social Monitoring**”. More details on the Services are provided in the terms of Reference (Section 7).*

Firms will be selected providing Full Technical Proposal (FTP) format as described in this RFP, in accordance with NSDC Procurement Guidelines. Firms that qualify the eligibility criteria and finally meet the minimum technical qualifying marks will be selected by NSDC.

This RFP is for Skill Development Financing and Monitoring vertical for a period of 24 months. Financial Proposals are required to be submitted along with the technical proposals. NSDC intends to select at least one firm for the assignment and also reserves the right to select more than one firm.

Payment shall be made on quarterly basis with valid invoice only, along with submission of relevant documents.

This procurement will be following Quality and Cost Based Selection (QCBS) method (quality weightage-70%, cost weightage-30%).

NSDC may use reverse e-auction for the process of financial opening and price discovery for this procurement. E-auction details and time slot will be informed to the qualified firm at a later stage.

The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2- Instructions to Consultants and Data Sheet including Annexure – 1 for eligibility criteria

Section 3 – Full Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Proposal Securing Declaration

Section 6 – NSDC Policy – Corrupt and Fraudulent Practices

Section 7 – Terms of Reference

Section 8- Standard Forms of Contract Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

Manish Kumar

Chief Executive Officer & Managing Director National Skill
Development Corporation

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Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions	<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) “Applicable Guidelines” means the policies of NSDC governing the selection and Contract award process as set forth in this RFP.</p> <p>(c) “Applicable Law” means the laws of India.</p> <p>(d) “Client” means NSDC, which shall sign the Contract for the Services with the selected Consultant.</p> <p>(e) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(h) “Day” means a calendar day.</p> <p>(i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant 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.</p>
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	<p>(k) “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 Consultant’s proposal.</p> <p>(l) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides–the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(m) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(p) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(q) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(r) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(s) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(t) “TOR” (this Section 7 of the RFP) means the Terms of Reference that explain the background, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in</p>

	<p>accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p> <p>a. Conflicting activities</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times 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.</p> <p>3.2 The Consultant 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 Consultant or the termination of its Contract and/or sanctions by NSDC.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p> <p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u>: 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</p>

<p>b. Conflicting assignments</p> <p>c. Conflicting relationships</p>	<p>works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p> <p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) 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 Consultant for the same or for another Client.</p> <p>(iii) <u>Relationship with the Client’s staff:</u> a Consultant (including its Experts and Sub-consultants) 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.</p>
<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The client requires compliance with its policy in regards to corrupt and fraudulent practices as set forth in Section 6.</p>
<p>6. Eligibility</p>	<p>6.1 The client permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services.</p> <p>6.2 Furthermore, it is the Consultant’s responsibility to ensure that its experts, joint venture members, sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by NSDC in the Applicable Guidelines.</p>

<p>a. Sanctions</p> <p>b. Restrictions for Government-owned Enterprises</p> <p>c. Restrictions for public employees</p>	<p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p> <p>6.3.1 A firm or an individual sanctioned by NSDC in accordance with the above Clause 5.1 shall be ineligible to be awarded a contract, or to benefit from a NSDC-financed contract, financially or otherwise, during such period of time as NSDC shall determine.</p> <p>6.3.2 Government-owned enterprises or institutions in the country shall be eligible only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client or the Ministry of Skill Development & Entrepreneurship.</p> <p>To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p> <p>6.3.3 Government officials and civil servants are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the country, and they</p> <ul style="list-style-type: none">(i) are on leave of absence without pay, or have resigned or retired;(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring; and(iii) their hiring would not create a conflict of interest.
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B. Preparation of Proposals

<p>7. General Considerations</p> <p>8. Cost of Preparation of Proposal</p>	<p>7.1 In preparing the Proposal, the e m p a n e l l e d Consultant 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.</p> <p>8.1 The Consultant 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 Contract award, without thereby incurring any liability to the Consultant.</p>
<p>9. Language</p>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet.</p>
<p>10. Documents Comprising the Proposal</p>	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, India's laws against fraud and corruption (including bribery).</p>
<p>11. Only One Proposal</p>	<p>11.1 The Consultant (including the individual member of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.</p>
<p>12. Proposal Validity</p>	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p>

<p>d. Proposal Securing Declaration</p>	<p>12.10 A consultant is required to submit a Proposal Securing Declaration as per the format provided in section 5 of the RFP. A Proposal Securing Declaration be executed:</p> <p>(i) if a consultant withdraws its proposal during the period of proposal validity specified by the consultant in its proposal. or any extension thereto provided by the consultant; or</p> <p>(ii) if the successful consultant fails to sign the Contract.</p> <p>12.11 The Proposal-Securing Declaration of a JV must be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Proposal-Securing Declaration shall be in the names of all future members as named in the Tech – 1 Form.</p> <p>12.12 The Client may, if provided for in the Data Sheet, declare the consultant ineligible to be awarded a contract by the Client for a period of time as stated in the Data Sheet.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing by e-mail, to the Client's e-mail address indicated in the Data Sheet. The Client will respond in writing by e-mail and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 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 sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p>

	<p>13.2 The Consultant 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 Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non- shortlisted firms in the form of a joint venture or a sub- consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person- month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Technical Proposal Format and Content</p>	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p>

	<p>15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
<p>16. Financial Proposal</p> <p>a. Price Adjustment</p> <p>b. Taxes</p> <p>c. Currency of Proposal</p> <p>d. Currency of Payment</p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.</p> <p>16.2 For assignments with a duration exceeding 24 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p> <p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client’s country is provided in the Data Sheet.</p> <p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.</p> <p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>

C. Submission, Opening and Evaluation

<p>17. Submission, Sealing, and Marking of Proposals</p>	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by post or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and</p>
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shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

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

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [[INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no

	<p>responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal.</p> <p>Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Technical Proposals</p>	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and</p>

	(iv) any other information deemed appropriate or as indicated in the Data Sheet.
20. Proposals Evaluation	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the necessary approvals have been obtained to open the financial proposals.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
21. Evaluation of Technical Proposals	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive proposal will be given a technical score.</p> <p>A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
22. Financial Proposals for QBS	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>
23. Public Opening of Proposals QCBS, FBS, methods)	<p>23.1 After the technical evaluation is completed and the Financial necessary approvals have been obtained to open the financial (for proposals, the Client shall notify those Consultants whose and LCS Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract</p>

	<p>signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.</p>
<p>24. Correction of Errors</p> <p>a. Time-Based Contracts</p>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p> <p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>

b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	25.1 The Client's evaluation of the Consultant's Financial duties Proposal shall exclude taxes and in the Client's country in in the Data Sheet .
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation a. Quality- and Cost-Based Selection (QCBS) b. Fixed-Budget Selection (FBS) c. Least-Cost Selection (LCS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations. 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract. 27.4 In the case of Least cost Selection (LCS), the client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such consultant to negotiate the contract.

D. Negotiations and Award

28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
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<p>a. Availability of Key Experts</p>	<p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.</p> <p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<p>b. Technical negotiations</p>	<p>28.5 The negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<p>c. Financial negotiations</p>	<p>28.6 The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after due approvals from the concerned authorities.</p>

	<p>The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
<p>29. Conclusion of Negotiations</p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained due approvals, the Client will invite the next- ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p>30. Award of Contract</p>	<p>30.1 After completing the negotiations, the Client shall obtain approvals from the procurement committee to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Consultants.</p> <p>30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	<i>Law of India</i>
2.1	Name of the Department: Skill Development Financing and Monitoring, NSDC Method of selection: QCBS as per applicable guidelines: NSDC Procurement Handbook
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: “Selection of Central Monitoring Agency-Credit Monitoring & Social Monitoring ”
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: July 22 rd , 2019 Time: 11:00 Hrs. Address: National Skill Development Corporation 301, 3 rd Floor, West Wing, World mark – 1 Aerocity, New Delhi – 110037 T: +011-47451600-10 F: +91-11-46560417 Email: procurement@nsdcindia.org Website: www.nsdcindia.org Contact person/conference coordinator: Ekta Khurana
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <i>Not Applicable</i>
4.1	<i>Not Applicable</i>

B. Preparation of Proposals	
6.1 Eligibility	Eligibility as per Annexure -1 firms will be required to be eligible to get their technical proposals evaluated.
9.1	<p>This RFP has been issued in the English Language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal and Proposal Security Declaration (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 <p>AND</p> <p>2d Inner Envelope with the Financial Proposal (Not Used):</p> <ol style="list-style-type: none"> (1) FIN-1 – Not Used (2) FIN-2 – Not Used (3) FIN-3 – Not Used (4) FIN-4 – Not Used (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	<p>Statement of Undertaking is required Yes- <i>[included as paragraph (f) in Form TECH-1]</i></p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible Yes</p>

12.1	Proposals must remain valid for 120 days after the proposal submission deadline
12.12	Three Months
13.1	<p>Clarifications may be requested no later than July 25th, 2019</p> <p>The contact information for requesting clarifications is:</p> <p>National Skill Development Corporation 301, 3rd Floor, West Wing, World mark – 1 Aerocity, New Delhi – 110037 T: +011-47451600-10 F: +91-11-46560417 Email: procurement@nsdcindia.org</p> <p>procurement@nsdcindia.org Website: www.nsdcindia.org</p>
14.1.1	Joint Venture or as Sub- consultants is not allowed.
14.1.2 (do not use for Fixed Budget method)	Since this is only technical selection, person month requirement will be based on the specific assignment requirement.
14.1.3 for time-based contracts only	<i>Not Applicable</i>
14.1.4 and 27.2 use for Fixed Budget method	Not Applicable
15.2	The format of the Technical Proposal to be submitted is:

	<p>Full Technical Proposal (FTP)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<i>Not Applicable for Technical Selection Process</i>
16.2	<p>A price adjustment provision applies to remuneration rates: No. financials will be requested from the empanelled firms as and when required.</p>
16.3	<p>“Information on the Consultant’s tax obligations can be found at www.incometaxindia.gov.in, “ https://cbec-gst.gov.in” TDS however will be deducted as applicable.</p>
16.4	Not Applicable for this assignment
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants <i>shall</i> have to submitting their Proposals electronically.</p> <p>https://nsdc.eproc.in/ProductNSDC/publicDash</p>
17.4	<p>The Consultant must submit: Technical Proposal: https://nsdc.eproc.in/ProductNSDC/publicDash</p> <p>for details please see annexure – P</p>

<p>17.7 and 17.9</p>	<p>The Proposals must be submitted no later than: Date: August 5th, 2019</p> <p>Time: 1400 Hrs.</p> <hr/> <p>The Proposal submission address is: https://nsdc.eproc.in/ProductNSDC/publicDash</p> <p>for details please see annexure – P</p>
<p>19.1</p>	<p>The opening shall take place at “same as the Proposal submission address”</p> <p>Date: August 7th, 2019 Time: 15:00 Hrs.</p>
<p>19.2</p>	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: N o n e</p>

21.1 TECHNICAL EVALUATION CRITERIA.

This Section complements the Instructions to Proposers. It contains the criteria that the client shall use to evaluate a bid and determine whether a Firm qualifies in accordance with the technical criteria being laid down.

The Firm which meets the Qualification criteria mentioned above will be evaluated based on Submission of Proposal for Technical Evaluation & Presentation.

Parameter	Maximum Marks (100)	Documents to be submitted
1. Credentials of the Bidder, including Bidder's Existing Clientele 1.1 Average revenue over past 3 years (5 Marks) <ul style="list-style-type: none">• More than Rs 100 Crores (5 marks)• More than Rs 50 crores – up to Rs 100 Crores (4 marks)• Rs 25-upto Rs 50 crores (3 marks) 1.2 Employee base(5 marks) <ul style="list-style-type: none">• More than 500 (5 marks)• 250-500 (3 marks)	10	Incorporation certificate CA Certificate with UDIN CA Certificate with UDIN
2 Proposed Approach and Methodology <ul style="list-style-type: none">• Step-wise process to be followed• Levels of Quality checks and internal quality control. Approval levels with in CMA team before submitting any information/documents• Level of accountability of work done by Central Monitoring Agency team member• Approach to ensure adherence to timelines	40	Technical Proposal in hard copy and presentation

<p>3 Experience in Project Management Unit Projects</p> <p>3.1 Experience of working as “Central Monitoring Agency” for Financial Institutions/ Multilateral Institutions/ Bilateral Institutions/Sovereign wealth funds/ Government Department (completed) in related areas in last 3 years</p> <ul style="list-style-type: none"> • 3 Contracts or more (10 marks) • 2 Contracts or more (6 marks) • 1 Contracts or more (4 marks) <p>3.2 Cumulative value of Central Monitoring Agency services/ Projects/ Assignments executed/ongoing in related areas over last 3 years (10 marks)</p> <ul style="list-style-type: none"> • More than Rs 9 crores (10 marks) • More than Rs 6-9 crores (8 marks) • Rs 3-6 crores (6 marks) 	20	Copies of Work order, contracts or Agreement or Letter from Client or copy of invoices from client or completion certificate clearly mentioning the scope of work must be submitted.
<p>4 Structure and Experience of the Proposed Team</p> <p><u>Note:</u></p> <p>4.1 The scoring on this parameter will be given based on the relevance of the work experience and education qualification of the proposed managers and team members in related areas.</p> <p>4.2 No change in the proposed team structure shall be allowed without prior information and consent of NSDC.</p>	30	Self-certified CV’s of Key Staff to be deployed on the project {CVs to contain Name, Designation, Academic Qualifications (Degree/Year/Institution), Years of Experience, Work Experience in the organization (in detail) including experience of Project Management team involved in Skill Development and Proposed Position in the Team}.

Minimum Technical Score (St) Required to Pass is: 70

In case of a resource change, the replacement must be done by the CMA at least 15-20 days prior and NSDC shall not be liable to pay during the Knowledge transfer period resulting due to change of resource.

25.1 For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will

	be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is INR
27.1 (QCBS only)	<i>Applicable</i>
	D. Negotiations and Award
28.1	Expected date and address for contract negotiations: Date: August 2019 Address: National Skill Development Corporation 301, 3 rd Floor, West Wing, World mark -1 Aerocity, New Delhi – 110037 T: +011-47451600-10 F: +91-11-46560417
30.2	Expected date for the commencement of the Services: Date: September 2019

Annexure -P

INSTRUCTIONS TO APPLICANTS

DEFINITIONS:

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

Pre-requisites:

- (i) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With **Both DSC Components, i.e. Signing & Encryption**) from any of the licensed Certifying Firm under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSDC.. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-7291981138 for DSC related queries or can email at vikas.kumar@c1india.com
- (ii) 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>)
- (iii) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- (iv) For helpdesk please contact Help Desk Nos. +91-124-4302033 / 36 / 37
- (v) Participant are requested to email their issues to helpdesk at nsdcsupport@c1india.com
This will help serving the participant better
- (vi) The amendments/ clarifications to the tender, if any, will be posted on the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- (vii) 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.
- (viii) It is highly recommended that the bidders should not to 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.

Eligibility Criteria – Annexure - 1

The Proposer should submit following documentary evidence on its eligibility/qualification criteria.

S.No	Parameter	Documents to be attached
1.	<p>The bidder must be a Registered legal entity in India with valid GST registration and PAN number. The firm must be a Company, Partnership firm or Proprietorship; in existence from last at least 5 years</p> <p>AND</p> <p>Bidder should have been in existence and operational continuously anywhere in India for the last 5 (five) years.</p>	<p>Certificate of incorporation or any other registration certificate; GST registration certificate; copy of PAN card, Copy of ITR for 5 years</p>
3.	<p>The bidder should not currently be or have been Debarred and / or Blacklisted and / or Suspended by any Central / State Government Department/any multilateral agency nor should have any litigation enquiry pending with regards to the works executed by it.</p>	<p>Undertaking submitted on letter head of the entity. The bidder shall furnish an undertaking duly attested by notary on a nonjudicial stamp paper of value Rs. 100/- (Rupees One Hundred Only)</p>
4.	<p>Bidder should have an average annual total turnover of at least Rs. 25 Crore over the last three financial years; FY 2015-2016, 2016-2017, 2017-2018.</p>	<p>CA Certificate with UDIN</p>
5.	<p>The bidder shall have minimum manpower strength of 250 persons on the rolls of the bidder.</p>	<p>CA Certificate with UDIN</p>
6.	<p>The bidder must have experience of working as “Project Management Unit” for Projects/Government Department/Scheme etc.</p> <ul style="list-style-type: none"> • Bidder should have executed (over the past 3 years) or have ongoing work contracts of cumulative value of at least Rs 10 Crores in relevant areas as described above and • Bidder should have at least 5 ongoing/executed contracts or work orders in the 3 previous year in related areas as described above and • Bidder should have at least 2 successfully executed contracts or work orders in the previous year in related areas as described above and • Bidder should have experience of having successfully executed work orders or contracts with at least 2 distinct clients in the previous year in areas as described above 	<p>Copies of Work order, contracts or Agreement or Letter from Client or copy of invoices raised to clients or completion certificate clearly mentioning the scope of work must be submitted.</p>

Technical Proposal – Standard Forms

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
	“√” “ If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	“√” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√		TECH-5	Work Schedule and Planning for Deliverables	
√		TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP:*

“We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

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.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1. We also enclose a Proposal Securing Declaration as per ITC clause 12.10 and will comply by the same.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by NSDC’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, 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/ministries 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) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

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 Consultant (company’s name or JV’s name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed/ongoing in the last *Three* years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR)/ Amount paid to your firm	Role on the Assignment
{e.g., Apr2015– Mar2018}	{e.g., “CMA, diligence, Investment, report etc r rationalization of;}	{e.g., Ministry of, country}	{e.g., 100 million... }	{e.g., Lead partner in a JV A&B&C}
{e.g., Apr2015- Mar2018}	{e.g., CMA, diligence, Investment, report etc}	{e.g., department of....., country}	{e.g., 100 million}	{e.g., sole Consultant}

FORM TECH-3(FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4(FOR FULL TECHNICAL PROPOSAL)

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing each of the tasks in TOR to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR in here.}

- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5 (FTP)
WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) deliverables													
	3) inception report													
	4) Working reports													
	5) Closure of term sheet													
	6) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:}													



- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**FORM TECH-6 (FTP)
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name	Expert's input (in person/month) per Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-...				Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team]	[Home]	[2 month] [0.5 m]	[1.0] [2.5]	[1.0] [0]								
K-2														
K-3														
n														
											Subtotal			
NON-KEY EXPERTS														
N-1			[Home]											
N-2														
n														
											Subtotal			
											Total			

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

- 3 “Home” means work in the office in the expert’s state of residence. “Field” work means work carried out in the Client’s state or country outside the expert’s state or country of residence.

 Full time input
 Part time
input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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 information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2010-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, Director]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert’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 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.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Signature
 Date Representative of the Consultant
 (the same who signs the Proposal)

Section 4. Financial Proposal - Standard Forms –

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost In Indian National Rupees (INR)
Cost of the Financial Proposal	
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form Fin-1}	
Indirect Local Tax Estimates- to be discussed and finalized at the negotiations if the Contract is awarded	
(i) {insert type of the tax e.g., GST}	
<u>Total Estimate for Indirect Local Tax:</u>	
*Charges per employee if work done out of vendor premises	

***Note: Current PMU resources work out of NSDC premises and NSDC is contemplating to have partial work done out of its premises and rest from selected vendor premises.**

***Note: NSDC reserves the right to have partial work done out of its premises and partial outsourced to vendor premises or completely outsourced to vendor premises. In case vendor is not interested in partial or complete outsourcing, NSDC reserves the right to reject the proposal.**

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

In case of a resource change, the replacement must be done by the CMA at least 15-20 days prior and NSDC shall not be liable to pay during the Knowledge transfer period resulting due to change of resource.

Section 4 – Financial Proposal – Standard Forms

FORM FIN-3 BREAKDOWN OF REMUNERATION:

Contractor			Contract		
Name	Address	City	Contract No.	Contract Description	Contract Value

FORM FIN-4BREAKDOWN OF REIMBURSABLE EXPENSES:

Reimbursable Expenses will be as per NSDC policy and will be paid as per actuals based on the invoices produced for payments.

N°	Type of Reimbursable Expenses	Unit	Unit	Quantity	In INR
	{e.g., Per diem allowances**}	{Day}			
	{e.g., International flights}	{Ticket}			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{ e.g., reproduction of reports}				
	{e.g., Office rent}				
	{e.g., Survey expense}				
	{Training of the Client's personnel – if required in TOR}				
Total Costs					

Note:

1. All Travel will as per NSDC travel norms with the most economical modes.
2. Payment to the CMA to be released quarterly on the basis of their bill submission to NSDC, basis the performance evaluation done by NSDC.
3. Travel needs to be pre-approved by NSDC competent authority and approval email needs to be submitted along with reimbursement voucher. Any travel, without pre-approval will be rejected.

Section 5. Form of Proposal-Securing Declaration

[The Consultant 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 *three months* starting on *[date of Opening 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 specified in the Form Tech - 1; 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 ITC.

We understand this Proposal Securing Declaration shall expire if we are not the successful consultant, 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 Consultant* _____

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

Title of the person signing the Proposal_____

Signature of

the person named above_____

Date signed_____ day of

_____, _____

*: In the case of the proposal submitted by joint venture specify the name of the Joint Venture as Consultant

** : Person signing the Proposal shall have the power of attorney given by the consultant's firm attached to the Proposal

[Note: In case of a Joint Venture, the Proposal-Securing Declaration must be in the name of all members to the Joint Venture that submits the Proposal.]

Section 6. NSDC Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

1.1 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 levels.

Section 7. Terms of Reference

Selection of Central Monitoring Agency (CMA)- Credit Monitoring & Social Monitoring

INTRODUCTION

National Skill Development Corporation (NSDC) was incorporated on 31st July 2008 as a Company limited by shares not for profit under section 25 (Corresponding to Sec 8 of Companies Act 2013) of the Companies Act 1956. Government of India (GOI) has established a public charitable trust viz National Skill Development Fund (NSDF) to attract contributions from various Government sources, and other donors/ contributors to enhance, stimulate and develop skills by various sector specific programs. The Company manages the funds transferred by the Trust to achieve its objectives of Skill Development and Vocational Training as set out in the Agreement. NSDC is the implementation agency for key Government of India schemes like Pradhan Mantri Kaushal Vikas Yojna (PMKVY) and Pradhan Mantri Kaushal Kendra (PMKK).

Objective

NSDC is engaging the Service Provider as an independent **Central Monitoring Agency also referred to as 'CMA'** to facilitate overall monitoring i.e. social and financial monitoring of the ongoing projects.

Specifically, NSDC has identified the following as key outcome areas for projects financed by it:

1. **Relevance:** Extent to which the courses offered, training methodology, standards & quality, tools and approach remain relevant to the targeted stakeholders viz. trainees and industry
2. **Portfolio Management:** Hand-hold and guide the projects/investments to meet their objectives as per their implementation plan and meet their overall objectives of NSDC.
3. **Efficiency:** Appropriateness of resources invested as compared to outputs
4. **Impact:** Extent to which the project is successful in creating sustainable employment, livelihood, enhancing industry competitiveness, etc
5. **Scalability and Sustainability:** Whether the positive results are scalable and sustainable

The activity of monitoring needs to support the above organizational objectives of NSDC, specifically by fulfilling the following objectives:

- Tracking performance of projects/ programs through regular and close consultations with Partners and independent research / diligence.
- Identifying and resolving problems at an early stage, create early warning systems, further create a detailed Risk Assessment Framework for the NSDC investment Portfolio, implement and maintain the same.
- Review and enhance monitoring and evaluation frameworks for the projects under the scope of monitoring.
- Achievement of balance between quality / accuracy of monitoring (through mechanisms such as statistically significant sampling of data) and cost effectiveness.
- Ensuring sustainability and quality with scale.
- Providing analytical reports which are good enough for risk mitigation and also predictive in nature.
- Proper contracts management and timely alerts.
- Ensure compliance to NSDC Quality parameters.

- Providing insights into best practices followed by Banks/ Financial Institutions/ Developmental Financial Institutions to be adopted by NSDC
- Provide analytical reports and recommendation for NSDC management to take informed decisions
- Keep abreast with best practices in industry/ financial markets and share insights relevant to NSDC with senior management

Scope of Work:

The overall scope of work has been broadly summarized below, this is followed by a section detailing the scope of work:

1. **Understanding the model** - Have in-depth understanding of the operational and financial model of all Training Partners also called 'TPs' which shall include NSDC funded and non-funded partners, Innovation Partners, SSCs and Other Project Partners under the purview of CMA, including their agreement with NSDC along with any subsequent amendments, e.g. sector addition, proposal restructuring, conversion from funded to non-funded, post sanction requests, etc.
2. **Process Manuals, Guidelines, Strategy Notes**- Revise and enhance process manuals for Monitoring of NSDC TPs. Revise standard operating procedures (SoPs) for various stages and aspects of the NSDC monitoring process as and when required and ensure implementation of the same for TPs. This would also encompass preparation of strategy notes, guidelines related to NSDC's TP portfolio.
3. **Portfolio/ Account Management** - Develop a deep understanding of the business and financial needs of the TPs, provide timely guidance and hand-holding support in reaching their financial and social goals as per the project approved. Conduct meetings/ site visits for this as and when warranted. This would include post sanction/ account closure/ conversion requests, etc.
4. **Risk Management** - Study the Risks in the NSDC system and develop and maintain a detailed Risk Assessment Framework for the NSDC Training Partners with respect to their performance to ensure that NSDC meets its overall mandate through the TPs.
5. **Training Partner Rating Framework** - Periodically modify/ improve and publish an annual rating of Training Partners in the NSDC ecosystem
6. **Credit Rating Framework** - Revise/ Improve the credit rating framework in alignment with best practices being followed by Banks/ Financial Institutions and should serve as a benchmark for portfolio bucketing. Keep the ratings regularly updated.
7. **Rectification, Recovery and Restructuring** - Strengthen and implement early warning mechanisms to track and recommend on defaults in performance on both social parameters and financial parameters and develop mechanisms to reduce defaults in future, incorporate suitable penalties and support with subsequent legal action in case of defaults.
8. **Data update and analysis** - In-depth analysis of data for future projection, management feedback and corrective action including timely escalation of risks and issues. Provide technical support or oversight over data entry into the LMS system and for financial analysis/ monitoring purposes
9. **Research and Publications** - Undertake joint research studies and bring out publications and papers on areas of mutual interest such as efficiency and efficacy analysis for training delivery, learning outcomes achieved, economic analysis of trainings delivered, impact assessments, sector trends, tracer studies etc.
10. **Management Dashboards**- Design and develop an internally hosted dynamic dashboard for Social and Financial performance of NSDC TPs and NSDC Projects and subsequent data-analysis. The dashboard to be digitized/ automated and highly interactive with infographics basis supply side variables and robust drilldown reports

11. **Fund disbursement** - Providing inputs on and detailed analysis of social and financial performance of the Training Partners to facilitate NSDC to take decision on fund disbursement of subsequent tranches as well as renewal of partnership certificates. For first disbursement process, compliance with pre-disbursement conditions (credit related), preparation of checklist and note for first disbursement, assisting the TPs in compliance process so that disbursement TAT can be reduced and ensuring that disbursement targets are met
12. **Management Audit** - Coordinate with third party audit Service Provider on behalf of NSDC for e.g. in sourcing, appointing, scope finalization, collecting reports, collating and review, and following up with Partners for closure of action points. Key relevant findings to be presented to NSDC's senior management in a timely manner.
13. **Financial Analysis** – Develop analysis of financials inclusive of Utilization certificates, bank statements and financial statements of all Training Partners and SSCs on a quarterly basis, review the same and prepare a variance statement vis-à-vis their commitments in the proposal and send feedback or clarification emails to training partners for variance as noted. Follow up for closure on the queries and highlight to NSDC's senior management if there are any critical deviations/ early warning signals emanating out of this analysis
14. **Regular follow up and Escalation** – Regular follow up for submission of documents in compliance with agreed terms to be ensured. Non- compliance of terms and conditions of funded/ non- funded agreement with NSDC to be escalated to NSDC management in a timely manner
15. **Projections and necessary updates:** Prepare Board/ senior management presentation updates for necessary approvals and also for highlighting trends, deviations, risks, and recommending corrective measures for improvement in performance of Partners. Provide necessary updates/ inputs for reports/ analysis/ reverts to be shared with auditors/ senior management/ Board/ Ministry of Skill Development and Entrepreneurship (MSDE)
16. **Collateral Tracking** – Monitoring and regular tracking of collateral/ security obtained by NSDC. Maintaining and sharing monthly/ fortnightly tracker of post-dated cheques/ bank guarantee and other time critical documents to ensure the collateral held is renewed and valid at all times. Provide support with respect to empanelment of valuers, regular valuation and validation of collateral in line with the valuation policy of NSDC
17. **Portfolio bucketing** – Monthly dashboard on funded portfolio trends (basis early warning signal analysis) should be provided for the entire portfolio. Process of watchlist/ early alert list should be conceptualized and implemented
18. **Asset Liability Mismatch Management** – Develop a framework and reporting format for asset liability mismatch basis timeline for expected disbursements and projected repayments so that fund availability can be better managed
19. **Process Improvement** – Share insights and inputs for improvement in processes and systems related to portfolio acquisition and monitoring basis regular interaction with Training Partners and involvement in disbursement and monitoring process.

Detailing of scope of work is mentioned here under:

1. A Detailed review of the current NSDC Processes for monitoring of NSDC Training Partners
 - Review and update processes established for Social and Financial Monitoring of NSDC TPs
 - Develop new processes, as required, to be adopted by all NSDC stakeholders:
 - Develop and update Frequently Asked Questions related to the various projects under monitoring
2. Portfolio Management of NSDC TPs

The CMA should have the knowledge and expertise to perform following tasks: Work closely

with the senior management of TPs to ensure that TPs are clear on the financial and social outcomes of their organization.

- Develop effective systems to ensure that TPs meet their financial and social progress
- Resolve operational issues and provide inputs to the senior management/ Executive Committee/Or any such assigned committee to take strategic decisions regarding NSDC TPs and/ or portfolio
- Provide weekly/monthly Dashboards to NSDC highlighting performance of partners and major operational areas of concern
- Provide summary dashboard to give a snapshot of the fortnightly/monthly/quarterly performance of the NSDC TPs to be shared with MSDE, NSDC Board and other stakeholders as identified etc.
- Analysis of the overall performance of NSDC TPs and highlighting any major trends noticed during the process
- Highlight issues that require intervention at the strategic level, recommendation with respect to possible way forward and ensure timely intervention to address the issues
- Process of watchlist/ early alert list should be conceptualized and implemented
- Asset Liability Mismatch management framework to be developed and implemented

3. Training Partner Rating Framework: Revise, update and modify as required, the existing TP rating framework

- Identify and redefine as may be needed, the lead indicators to assess a training business.
- The Framework shall analyze the performance of partners, based on the lead indicators identified and ensure implementation of the same for all NSDC TPs.

4. Data update and analysis

- Analysis of supply and demand in the skill ecosystem and development of infographics.
- Detailed evaluation reports for management basis actual data upload on SDMS and correlating it with the demand side variable from secondary data sources.
- Provide inputs (basis analytics) on standardization and design of curriculum for next generation and upcoming job roles.
- provide technical support or oversight over data entry into the LMS system and for financial analysis/ monitoring purposes

5. Develop Risk Assessment Framework

Study the Risks in the NSDC system and develop a detailed Risk Assessment Framework for the NSDC Training Partners with respect to their performance and NSDC meeting its overall mandate through the TPs:

- Assess the Social and Financial Performance of NSDC Training Partners
- Develop a Risk Assessment Framework and identify lead indicators for identification of proposals/projects which are at high risk of failure/propose methods for timely intervention.
- Publish on a monthly basis the performance of Training Partners as per the Risk Assessment Framework developed

- Develop Risk Mitigation mechanism for NSDC proposals/projects and activate the plan
- CMA should have the capability to develop and maintain the Risk Assessment Framework for TPs under NSDC

6. Detailed Financial Analysis

- Review the current system of monitoring of utilization of funds under NSDC project
- Financial Analysis including analyzing the current format used for Utilization Certificate and develop a comprehensive system for capturing the utilization of funds by NSDC TPs
- At the end of each quarter, post first disbursement of funds by NSDC, the training partners are required to submit an Audited Utilization Certificate in the template designed and shared by NSDC by the 15th of the first month post quarter end. The Utilization Certificate (UC) submitted by the training partner forms the basis of financial evaluation and analysis undertaken by the NSDC Monitoring. Hence it is of critical importance to ensure the correctness and completeness of the information provided in the Utilization Certificate.
 - a) The monitoring team assesses the UC received for completeness and whether it is as per the template specified.
 - b) Revenue, Operational Expenditure, Capital Expenditure and other financial parameters are being monitored and evaluated considering cumulative targets and compared quarterly with actual revenue and expenses in the Utilization Certificate submitted by the Training Partner.
 - c) Any discrepancies are communicated to the training partner and subsequently followed up for closure
 - d) Critical deviations and early warning signals emanating out of this analysis to be shared with NSDC's senior management
- Analysis of bank statements, insurance copies and other similar relevant documents to identify diversion of funds, if any
- Analysis of annual financial statements and preparation of CMA format for financial analysis. Any discrepancies to be communicated to the partner and highlighted to NSDC's senior management

7. Tracking of Interest and Principal repayment by Training Partners

- NSDC has entered into partnership agreements with several partners, through which NSDC would fund training partners. Training Partners repay the interest and principal on the loan as per the terms of loan agreement. Based on the guideline set by NSDC at the time of Agreement, most of the training partners are required to repay their interest and principal on a quarterly basis. CMA shall track the repayment of interest and principal by TPs and actuate necessary action for defaulters/ overdue partners in line with the extant policy of NSDC
- Issuance of overdue/ default notices to Training Partners
Reporting to CIBIL/ CRILC/ any other information utility as applicable to NSDC

8. Annual Management Audits

- Management Audit is undertaken through external auditors for Training Partners completing more than one year of operation

- The CMA shall have to review the current format for conducting the management Audit, have clear indicators developed which shall plug into the Risk Assessment Mechanism, TP Ranking Framework and help to reduce risks associated with the return on funds Also, one of the primary purpose of the audits are to ensure that funds disbursed by NSDC are used for the purpose intended in line with the approved proposals
CMA shall manage the audit process of the partners including finalization of scope of work, support in the empanelment process and report generation post query resolution with the Training Partner and auditor.

9. Monitoring and regular tracking of collateral/ security obtained by NSDC

- Review, update and maintain a collateral monitoring and tracking framework for all types of collateral obtained by NSDC
- Maintaining and sharing monthly/ fortnightly tracker of post-dated cheques/ bank guarantee and other time critical documents to ensure the collateral held is renewed and valid at all times
- Provide support with respect to empanelment of valuers, regular valuation and validation of collateral in line with the valuation policy of NSDC
Ensure that the assets provided to NSDC are always adequately insured

10. Providing inputs on performance of the partners to facilitate NSDC to make decision on fund disbursement and stakeholder management

The CMA team shall evaluate and recommend to NSDC on the disbursement decision making by preparing a disbursement note on the partner performance.

- a) During fund disbursements, partners are evaluated thoroughly on all the parameters both financial and training related. The evaluation is done basis the approved disbursement matrix amongst other relevant parameters
- b) CMA shall assess the current disbursement matrix and develop a revised matrix based upon the identified risks
- c) Committed vs actual status on all parameters identified under the revised matrix to be submitted as per their proposal
- d) The Monitoring team needs to ensure that all the pre-disbursement conditions mentioned in the agreement and any previous undertakings by the partner/SSC are duly considered while giving observations on their respective performance.
- e) The Monitoring team reviews the documents received from the partners and verifies that all the required documents have been received and are complete in all aspects.
- f) In case there are any discrepancies found in the documentation, the Monitoring team needs to highlight the same to NSDC and educate them on the requisite documentation.
- g) In case there are any major issues or discrepancies observed in the performance of the partner/SSC, the team will need to have meetings and discussions with the partner/SSC representatives to gain an insight into the challenges
- h) For first disbursement process, monitoring team to ensure compliance with pre disbursement conditions (credit related), preparation of checklist and note for first disbursement, assisting the TPs in compliance process so that disbursement TAT can be reduced
- i) ensuring and facilitating that disbursement targets are met
- j) Provide inputs for disbursement budgeting and to streamline the disbursement process
Address post sanction requirements of Training Partners (including but not limited to change in collateral, change in terms, change in targets, conversion to non- funded, etc.)

11. Asset Liability Mismatch Management

- Develop a framework and reporting format for asset liability mismatch basis timeline for expected disbursements and projected repayments so that fund availability can be better managed
- Provide reports to senior management/ Board/ any other stakeholder from time to time on the analysis and outcome of this activity

12. Rectification, Recovery and Restructuring

- Develop early warning mechanisms to track and recommend on defaults in performance on both social parameters and financial parameters and develop mechanisms to reduce defaults in future
 - incorporate suitable penalties and support with subsequent legal action in case of defaults/overdues
 - Issuance of Default notices
 - Reporting to senior management/ Board/ any other stakeholder with respect to Debt Service Default (DSD) accounts on a periodic basis
 - Provide support in maintaining a healthy portfolio with reduction in overdue/ DSD accounts
- Rectification, recovery and restructuring in line with approved loan recovery policy

13. IT strategy and management of the Skill India portal: IT Strategy up-dation and Implementation, IT Project and Program Planning, Strategic Planning and Change Management as and when required

- Plan for functional enhancements to the Skill India Portal and its implementation in consultation with NSDC Monitoring team
 - Provide guidance and advise on functional design requirement modifications for NSDC TP workflows.
 - Facilitate training of stakeholders on Skill India portal and drive usage of the same
 - Provide recommendations and ensure support for integration of other portals of TPs with Skill India portal as well as internal applications.
- Automation/digitization of process and continuous monitoring.

14. Legal Support

- Monitoring of adherence to the terms and conditions of the respective agreements with TPs and SSC.
 - Highlight issues that require intervention at the strategic level, and ensure timely intervention to address them.
 - Ensure preparation and issuance of timely reminders, default notices for any non-adherence to terms of the agreements.
- Provide necessary and relevant support to facilitate for legal requirements of CMA.

15. Other key activities

- Support NSDC in analysis of financial trends and projection in the financial model of each partner/SSC and comparison of the same with respect to the actual performance

Assist the Monitoring & MIS team in coordinating with partners for information collection and analysis on any ad-hoc reporting requirements.

- Drafting response to relevant letters/RTIs/Parliament Questions, etc.
 - Preparing relevant presentations or providing relevant data, as the case may be, for NSDC Board/PAC/PEC/ CEO/Chairman meetings related to the scope of this document
- Ensure prompt and accurate response to the queries from the CEO / Chairman / PMO / Parliament / Board / PAC/ PEC / EC related to the scope of this document as per the monitoring process

The below mentioned points also constitute a part of the annexure detailed above:

1. The penalty clauses have to be clear – penalty for underperformance and penalty for delay in performance. (This needs to be proposed by vendor and will be part of overall scoring matrix, mentioned above).
2. In case of a resource change, the replacement must be done by the CMA at least 15-20 days prior and NSDC shall not be liable to pay during the Knowledge transfer period resulting due to change of resource.
3. The CMA needs to have a replacement of a resource in case, resource is taking leave for more than 4 consecutive days. If replacement is not provided, NSDC shall not pay and also deduct penalty for each day of absence i.e. if resource is on leave for 5 days with no replacement, NSDC shall deduct for 10 days equivalent pay.
4. NSDC intends to have the firm in place by August 2019, if the firm is other than existing firm then there can be overlap of 4 weeks between two firms for knowledge transfer. NSDC shall not pay during the knowledge transfer period. The payment shall start, once the firm takes over the work. At no point, NSDC wants to pay to 2 firms for same work.

**AGREEMENT
BETWEEN
NATIONAL SKILL DEVELOPMENT CORPORATION
AND**

[]

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

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

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

WHEREAS

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

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

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 in relation to the Services or any part thereof and which exist, or may exist, in any jurisdiction anywhere in the World.
- (f) “**Order**” shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Authority.

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 []

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 Bis Response is true and

accurate

- (c) The Service Provider has read and understood NSDC Procurement Policy and specifically the policy on Fraud and Corrupt Practices (extracted portion in Schedule - III) and shall abide by the same.

8. Performance Guarantee

Within [] ([]) days from date of signing of the Framework Agreement award, the Firm shall furnish to the Purchaser the performance security 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 []

9. Personnel [OPTIONAL]

- 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 b. has committed a data breach 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 Consultant 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 Consultant, the Consultant shall immediately replace such Key Employees, with equally competent resources, and ensure that a complete knowledge transfer, and all other processes required to maintain business continuity.**
- 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 the other Party harmless from third party claims arising from or related to:

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

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

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 their employees or vendors shall not be liable to NSDC or any other person or entity for an amount of damages under this Agreement in excess of the amount of Consideration paid or payable for the applicable Services

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 her own internal use in accordance with this Agreement; and
- (e) promptly upon the request of NSDC, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of NSDC, destroy and confirm in writing the destruction of the Confidential Information;

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 and Dispute Resolution

16.1. This Agreement shall be governed by the laws of India.

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

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

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 either Party without the written consent of the other Party.
- 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 or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.
- 17.5. **No Partnership:** Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership or a joint venture between the Parties. Neither Party shall have any authority to bind the other Party in any manner whatsoever. This Agreement shall be construed to have been entered on a principal-to-principal basis.
- 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.

NSDC By _____ Name: Title:	 By _____ Name: Title:
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SCHEDULE I

SERVICE DESCRIPTION

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

SCHEDULE -II

Sr. No	Activity	Timeline	Amount Payable

[Other relevant terms, including permissible deductions]

1.

Schedule -III- Fraudulent or Corrupt Practices

Section 6. NSDC Policy – Corrupt and Fraudulent Practices

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

- a. Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- b. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;
- c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and "Fraudulent Practice", mean following:

"corrupt practice" means offering, giving, receiving, or soliciting anything of value to influence the action of NSDC's official(s) in the procurement process or in the contract execution; and

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