

STANDARD PROCUREMENT DOCUMENTS

Standard Request for Proposals

Empanelment of Consultants for Research and Analytics



RFP No. RFP/Market Analytics /2020/001

10th January 2020

Market Analytics, Impact and Innovation

Important Dates:

Date of commencement of RFP	10th January 2020
Last Date and Time of Receipts of Technical Proposal	31st January 2020, Time: 15:00 hrs
Receipt of Queries by email to procurement@nsdcindia.org	16th January 2020, 18:00 hrs
Pre-Bid meeting	20th January 2020, Time 11:30 hrs
Date & Time of Opening of Technical Proposals	31st January 2020, Time: 16:00 hrs
Place of Submission and Opening of Proposals	https://nsdc.eproc.in/

INSTRUCTION TO CONSULTANTS (ITC)

A. General Provisions

1. Definitions

- (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.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in India.
- (c) “Client” means NSDC
- (d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the Client and the Consultant.
- (f) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Client. It excludes the Client’s official public holidays.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) “Government” means the government of India.
- (l) “in writing” means communicated in written form (e.g. by mail, e-mail, including, if distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (m) “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.
- (n) “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) “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.
- (q) “Proposal” means the Technical Proposal of the Consultant.
- (r) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (s) “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (t) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (u) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1. *National Skill Development Corporation (NSDC), the client, invites proposals to empanel Research and Analytics Agencies* (hereinafter called “Consultants”)
- 2.2. The Consultants are invited to submit a Technical Proposal. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals.
- 2.4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal.

3. Conflict of Interest

- 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.
- 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.
- 3.3. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
 - 3.3.1. **Conflicting activities:** Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
 - 3.3.2. **Conflicting assignments** Conflict among consulting assignments: a 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.
 - 3.3.3. **Conflicting relationships** Relationship with the Client’s staff: 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.

4. **Unfair Competitive Advantage** Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. **Corrupt and Fraudulent Practices:** The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Annexure 5. In further pursuance of this policy, Consultants shall permit and shall cause their agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit NSDC to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by NSDC.
6. **Eligibility Criteria: Only those consultants who qualify the eligibility criteria will be evaluated technically.**

Sl	Eligibility Criteria:	Documents to be submitted
1.	The Consultant must be a reputed Academic Institution / University / Firm / Company / LLP / Not-for-Profit society or trust and must be registered with the appropriate authority in India and in business for at least the previous – 5 years	Incorporation Certificate/ Registration Certificate
2.	The Consultant should have a minimum average annual turnover of INR 5 Cr in last two financial years (2017-18, 2018-19) The turnover criterium is not required in case of reputed Government Academic Institution / University	Audited Financial Statements/CA Certificate
3.	The Consultant should have experience of research studies including field investigation conducted for state and central governments, or their agencies, UN and other reputed bilateral/ multilateral agencies, and for large and reputed public limited companies, private companies, large and reputed Non-profits, scheduled commercial banks etc. The consultant should have significant experience in conducting both quantitative and qualitative research and primary research.	PO/Contracts/Letter of Completion/ Client Certificate, in case of NDA. Self-certification will not be accepted.
4.	The agency must have completed at least 3 research studies, preferably on labour market/Education/skill development/livelihoods;	PO/Contracts/Letter of Completion. Client Certificate, in case of NDA. Self-certification will not be accepted.
5.	The agency must be registered under Income Tax, PAN, GST and/or any other statutory authority required for this purpose;	PAN, GST
6.	The agency should not have been blacklisted by any Government Agency/Public Sector Undertaking/autonomous bodies.	Undertaking on letter head

6. Duration of Empanelment

The duration of empanelment of Consultants shall be for a period of 2 years. However, the quality of service provided, and the performance of the Consultants shall be reviewed annually. An annual performance review shall be carried out in this regard and in case the performance is unsatisfactory, the Consultant's empanelment can be terminated at NSDC's discretion. In case, there will be requirement for more consultants based on volume or geographical reach or any other reason, NSDC can empanel more consultants for similar purpose.

B. Preparation of Proposals

7. **General Considerations:** In preparing the Proposal, the 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.
8. **Cost of Preparation of Proposal:** 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 empanelment process. The Client is not bound to accept any proposal and reserves the right to annul the empanelment process at any time prior to empanelment, without thereby incurring any liability to the consultant.
9. **Language:** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in English.
10. **Documents Comprising the Proposal:** The Proposal shall comprise the documents and forms listed in Annexure 1.
11. **Only One Proposal:** The consultant shall submit only one Proposal. If a consultant, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
12. **Proposal Validity:** Consultant's Proposal must remain valid upto 180 days after the Proposal submission deadline. During this period, the consultant shall maintain its original Proposal without any change, including their availability. If it is established that any consultant was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
 - a. **Extension of Validity Period:** The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Proposals' validity will automatically extend by 180 days more.
 - b. Extension of validity of the Proposals shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
 - c. **Substitution of Key Experts at Validity Extension:** If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score however, will remain to be based on the evaluation of the CV of the original Key Expert. If the Consultant fails to provide a substitute Key Expert with

equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

13. **Proposal Securing Declaration:** A consultant is required to submit a Proposal Securing Declaration as per the format provided in Annexure 3 of this RFP. A Proposal Securing Declaration be executed:
 - a. 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
 - b. if the successful consultant fails to sign the Contract.
14. **Sub-Contracting:** The consultant shall not subcontract any part or the whole of the Services.
15. **Clarification and Amendment of RFP:** The Consultant may request a clarification of any part of the RFP during the period of one week before the Proposals' submission deadline. Any request for clarification must be sent in writing, by email, to the Client's email address: procurement@nsdcindia.org. The Client may respond in writing, by email, or will upload responses (including an explanation of the query but without identifying its source) to all 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:
 - a. 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 uploaded on NSDC website <https://nsdcindia.org/active-tender>.
 - b. 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.
 - c. 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 Proposal shall be accepted after the deadline.
16. **Technical Proposal Format and Content:** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. Only one CV shall be submitted for each expert. Failure to comply with this requirement will make the Proposal non-responsive.
17. The Financial Proposal shall not be required at this stage. Financial proposals will be required from the empaneled consultants on case to case basis.

C. Submission, Opening and Evaluation

18. **Submission of Proposals:**
 - a. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexure 1. The submission can be done on e-procurement portal of NSDC as per process mentioned in Annexure 4.
 - b. An authorized representative of the Consultant shall sign the original submission

letters in the required format for Technical Proposal and shall initial all pages. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

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

19. **Confidentiality:** From the time the Proposals are opened to the time the empanelment is awarded, the Consultant should not contact the Client on any matter related to its Technical Proposal.

- a. 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 empanelment.
- b. Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or empanelment decisions may result in the rejection of its Proposal.
- c. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Empanelment, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

20. **Opening of Technical Proposals:** The Client's evaluation committee shall conduct the opening of the Technical Proposals through eProcurement Portal as per the opening date, time stated in this RFP.

21. Proposals Evaluation:

The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Eligibility Criteria and scoring criteria.

22. **Evaluation of Technical Proposals:** The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the RFP, applying the eligibility criteria and scoring criteria specified in table below. Each responsive Proposal qualifying all aspects of eligibility criteria and passing minimum marks will be considered for empanelment. 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 eligibility criteria and minimum technical score indicated in table below:.

Sl	Criterion	Maximum Marks
1	Overall Experience of the Firm (Experience of the organization in conducting research projects for reputed organizations in the last 5 years)	45
1.1	Number of Research Projects for Government, Multilateral, Public Limited, Large and reputed not for profits or Private Sector organizations (5 or more)	10
1.2	Number of Research Projects in the Education/Skill Development/Livelihoods/ Labour market (3 or more)	10

1.3	Number of Peer Reviewed Published Research Work in National/International Journals (3 or more)	5
1.4	Experience in the 8 research areas part of the Scope of Work (2.5 marks per research area)	20
2	Professional Capacity	55
2.1	<i>Resume of Principal Consultant/Project Lead Level</i>	30
2.1.1	Relevant work experience	20
2.1.2	Professional Qualifications	10
2.2	<i>Resumes of 3 or more analysts/associates</i>	15
2.2.1	Relevant work experience	10
2.2.2	Professional Qualifications	5
2.3	<i>Organization Strength</i>	10
2.3.1	Technical Staff (10+)	5
2.3.2	Field Staff (20+)	5

Technical presentation may be conducted for which date and time will be announced later.

Minimum Qualifying Marks: 70

23. Consultants having achieved minimum marks shall be considered for empanelment. Contract will be signed with those consultants upon necessary approvals from Committee.
24. Once the consultants are empaneled, they will be asked to quote for specific assignments. Each specific assignment will have separate technical evaluation, financial evaluation and selection method.
25. NSDC reserves the right to cancel empanelment at any point of time without mentioning the reason.
26. NSDC reserves the right to award work to one or more consultants for any specific assignment.
27. Reverse Auction may also be conducted for opening of financial proposals and arriving at best prices.
28. If required, NSDC may increase or decrease the number of empaneled consultants.
29. The decision of NSDC will be final and binding upon all bidders.

Annexure -1 (Documents Comprising Technical Proposal)

**Form TECH-1
Technical Proposal Submission Form**

{Location, Date }

To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the valuation services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. “We are hereby submitting our Proposal.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of 180 days after the last date of submission.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the NSDC’s policy in regard to corrupt and fraudulent practices as per Annexure 5.
- (e) We, along with any of our sub-Consultants, subcontractors, suppliers, or service providers for any part of the empanelment, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.
- (f) In competing for (and, if the award is made to us, in executing) the Empanelment, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988
- (g) Our Proposal is binding upon us and subject to any modifications.

We undertake, if our Proposal is accepted and the Contract is signed or letter of empanelment issued, to initiate the Services related to the assignment no later than the date indicated in the contract/letter.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _

Name and Title of Signatory: _____

Name of Consultant: _

Address: _____

Contact information (phone and e-mail): ____

I. General Information

Sl	Particulars	Details (enclose supporting documents, wherever required)		
1.	Name of the Consultant			
2.	Date of Incorporation			
3.	Registered Address			
4.	Concerned person's Name and Designation			
5.	Mobile no			
6.	Email ID			
7.	Annual turnover over the past 3 years from similar services	FY 2017-18	FY 2018-19	
8.	No of Offices			
9.	No of Employees			

Documents Comprising Eligibility Criteria

Documents Comprising Technical Criteria

Proposal Security

Form Tech 2

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company,
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 in the last ten years.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client	Approx. Contract value (in INR)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2010– Apr.2013}		{e.g., Ministry of, country}	{e.g., 5 million.... }	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2015}		{e.g., department of....., country}	{e.g., .5 million}	{e.g., sole Consultant}

Form Tech -3

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Professional:	
Date of Birth:	{ day/month/year }

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

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

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

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

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

Certification:

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

{ day/month/year }

Name of Consultant

Signature

Date

Annexure 2

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 Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSDC. Bidders can see the list of licensed CA’s from the link www.cca.gov.in
C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-7291981138 for DSC related queries or can email at vikas.kumar@c1india.com.
- (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.

Annexure -3

Proposal-Securing Declaration

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

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

To: *[complete name of Client]*

I, the undersigned, declare that:

I 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 procurement 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 this RFP; 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/or accept conditions of empanelment; in accordance with the ITC.

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

Signature of the person named above _____

Date

Annexure -4

It should be kept in mind that all actions towards award of Contract/empanelment 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/empanelment 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.

Terms of Reference

I. Background

The National Skill Development Corporation (NSDC) is a one of a kind public private partnership under the guidance of the Ministry of Skill Development and Entrepreneurship (MSDE) set up as part of the governments' coordinated action in the skills space with the specific target of skilling/up skilling 160 million people by 2022. NSDC operates mainly by fostering private sector initiatives in this area. In order to achieve this target NSDC has been working on three key mandates:

- Create: Proactively catalyze creation of large, quality vocational training institutions
- Fund: Reduce risk by providing patient capital and improve returns by providing viability gap funding
- Enable: Facilitate the creation of support systems required for skill development

With a training partner network of over 300 affiliates, 40 industry-led Sector Skill Councils and various enabling systems and programs, NSDC is a major contributor to the Government's Skill India mission

II. Objective

To embed data-driven insights into the design and implementation of skill development programs in India, NSDC conducts various research and market analytics exercises. Some of these involve conducting skill gap studies, developing state skill action plans, estimating labour demand across different geographies and sectors, estimating the social impact of skill interventions, and creating knowledge products. This often requires the expertise of research organizations and academic institutions.

In this context, NSDC seeks to empanel credible academic institutions/research agencies for a duration of two years. These institutions/research agencies would later be requested to provide proposals as and when relevant assignments arise. At the time of the initiation of any given assignment, the empaneled agencies will be invited to submit technical proposals, and each proposal will be evaluated based on the Terms of Reference of the assignment in question.

III. Scope of Work

Potential assignments/studies have been outlined below, alongwith an indicative scope of work:

- A. **Skill Gap Studies:** The objective of the skill gap studies is to enhance employability in a given region/sector by addressing gaps in the demand and supply of skilled workforce. These studies aim to provide specific actionable recommendations that can be implemented in the short- to medium-term (one-, two- and three years). They are envisaged to be used by key stakeholders as reference documents while designing and implementing a skill development program in a specific region/sector. The scope of work of a skill gap study may include the following:

- Conducting a detailed evaluation/market assessment of the region/sector

- Conducting primary research for the demand and supply assessments, including designing questionnaires and guides for focus group discussions
 - Facilitating consultations with stakeholders (for instance, target groups for training, training providers, firms, state government department officials, government departments / ministries involved in skill development initiatives, sector experts, industry bodies etc.)
 - Estimating the skills gap in the sector/region based on the findings of the primary and secondary research
 - Drafting a skill development action plan for the region/sector in line with national and international best practices and examples, and current landscape
- B. Impact Evaluation of Specific Interventions/Schemes:** This will include developing a framework for the impact assessment and evaluation of a specific skilling intervention/program. This framework may guide the following:
- Understanding the overall performance of the intervention, and assessing whether the intervention has been implemented as per the norms laid down
 - Evaluating the different components of the skilling value chain such as mobilization, training, assessment, placement and post-placement report
 - Conducting a comparative analysis of pre and post program intervention
 - Drawing insights and providing inputs for corrective measures
- C. Research Studies on Specific Problem Statements/Hypotheses:** In addition to the above, NSDC may commission research on specific problem statements in the skills, labour and employment sphere. Examples of such problem statements include:
- Computing the Cost-Benefit Analysis of a government scheme
 - Estimating the stock of skilled individuals in India
 - Developing sectoral labour demand forecasts based upon investment data
- D. Knowledge Products:** This pertains to supporting the curation, development and dissemination of NSDC's knowledge and experience through strengthened knowledge products and publications. These include but are not limited to case studies, implementation progress reports, result stories, insights from research and submissions to international journals in varied forms such as concise briefs, fact sheets and infographics.
- E. Peer Reviews:** From time to time, NSDC may require peer reviews to assess the validity and quality of its internal research.
- F. Data analytics**
- G. Field research:** Assistance with methodology formulation, questionnaire design, primary data collection, data cleaning and analysis
- H. Issue-based stakeholder engagement through workshops and seminars.**

Tentative format of agreement

THIS Framework Agreement (“Framework Agreement”) is entered into this day of 2019 by and between

1. **National Skill Development Corporation**, (CIN: U85300DL2008NPL181612) a company registered under Companies Act, 1956 having its registered office at 301, 3rd Floor, West Wing, Worldmark-1, Aero City, New Delhi – 110 037 (hereinafter referred to as “**NSDC**” or “**the Purchaser**”), and
2. [**enter firm name**] (CIN: [**enter CIN**], a company registered under [**Enter statute name**] having its registered office at [**enter registered office address**] (hereinafter referred to as “**the Firm**” OR “**Service Provider**”).

This Agreement is a binding contract but imposes no obligation on the Purchaser to purchase the estimated or any quantity from the Firm. The Purchaser and Firm may hereinafter be referred singly as “Party” and collectively as “Parties”.

WHEREAS, the Purchaser wishes to have the Firm supply the Goods or Services hereinafter referred to, and

WHEREAS, the Firm is willing to supply these Goods or Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Scope

- 1.1. The Purchaser has entered into this Framework Agreements with the Firm in order to allow Purchaser to award an order (“**Order**” or **Purchase Order**”) under the Framework Agreement.
- 1.2. The Firm shall supply the Goods or Services as and when the NSDC issues the Orders specifying the details of Goods or Services to be delivered along with the delivery schedule and consignee’s address.
- 1.3. If the Firm rejects/ does not provide quotation when such a request is sought to award an order, over three times, the Purchaser shall be entitled to terminate this Framework agreement.
- 1.4. The indicative scope of the work/ goods and services to be provided by the Firm is provided in **Annexure-1**

2. Term

This framework agreement shall be effective from []and shall be valid for a period of 5 years during the period commencing from the date of empanelment.

3. Standards

The Goods or Services supplied under this Agreement shall conform to the standards mentioned in the Technical Specifications/Scope of Work and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin.

4. Use of Documents and Information

The Service provider shall not, without the Purchaser’s prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Firm in the performance of the Agreement.

Fraud and Corruption

4.1. Under this Framework Agreement means:

- (a) "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 Framework Agreement execution; and
- (b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the Framework Agreement and includes collusive practices among Firms (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non- competitive levels.

4.2. It should be kept in mind that all actions towards award of Framework Agreement and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, the Firm is expected to observe the highest standard of ethics during procurement and execution of Framework Agreement.

4.3. In pursuance to above:

- 4.3.1. Framework Agreement may be immediately terminated, if NSDC determines that the Firm and/or its employees, sub-contractors, sub-consultant, sub- vendors, agents have engaged in corrupt or fraudulent practices in competing for the Framework Agreement;
- 4.3.2. Portion of the funds allocated to a Framework Agreement may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by the Firm and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Framework Agreement or during the execution of a Framework Agreement;
- 4.3.3. The Service Provider may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded the Framework Agreement or any contract, if NSDC, at any time, determines that the Firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Framework Agreement.

5. Conflict of Interest

The Service provider declares that it (or any affiliate that directly or indirectly controls, is controlled by, or is under common control with Firm) has not been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in this framework agreement.

6. Registration of Goods : Not applicable

If required under the Applicable Law, Goods supplied under the Agreement shall be registered for use in India.

7. Performance Security

Within twenty-one (21) days from date of signing of the Framework Agreement award, the Firm shall furnish to the Purchaser the performance security of **Rs. 5 Lakhs** 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 thirty (30) days following the date of expiry of the Framework Agreement and Orders issued under this Framework Agreement, including any warranty obligations.

8. Inspections and Tests: Not applicable

Pre-dispatch inspection (to check compliance to technical specifications/scope of work defined in annexure - 1) may be carried out by the Purchaser or an Firm appointed and paid by Purchaser for this purpose. Goods shall be dispatched only after receipt of satisfactory inspection report and communication to this effect by NSDC/ Inspection Firm. These tests will be prior intimated by NSDC to the Firm and will be done if required.

9. Packing

The Firm shall provide such packing of the Goods (if required) as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Order.

10. Delivery and Documents

- 10.1. Delivery of the Goods/Services shall be made by the Firm in accordance with the terms specified in the Orders/Scope of Work. The shipping and/or other documents to be furnished by the Firm are (a) two originals and two copies of the Firm's invoice, showing Purchaser, the Framework Agreement number, Order number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (b) two copies of delivery note showing Purchaser's name and delivery through to final destination as stated in the Order; (c) one original of the manufacturer's or Firm's Warranty certificate covering all items supplied; and (d) copy of the Certificate of Inspection furnished to Firm by the nominated inspection Firm (where inspection is required).
- 10.2. Documents or soft files will be sent to NSDC as per requirements of the assignment. Final product should be in ready to print/work or high-resolution files as desired by the concerned section/division. Firm will be responsible for taking precautionary measures against any plagiarism, or copy righted material; that must not to be used for NSDC assignment.

11. Insurance

The Goods/Services supplied under the Orders to be issued under the Agreement shall be adequately insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

12. Transportation

The price indicated in Orders for Goods/Services shall include the cost of transportation.

13. Payment

Price of Goods/Services received under each Order shall be paid by NSDC within thirty (30) days of receipt of the Goods/Services upon submission of valid invoice and other documents.

14. Prices

NSDC shall issue the Order either through Email or post/courier or physical delivery. The details about the price / rate, taxes and incidental expenses e.g. insurance, delivery charges, octroi, loading and unloading charges etc., as determined by NSDC and agreed by Firm in accordance with the Request for Quotation/Proposal (if any) process, shall be mentioned in each respective Purchases Order. NSDC will ask for the quotation from Empaneled firms to obtain their financial costs for the requirement. The Firm will be selected based on Substantive responsive and Lowest Evaluated price.

15. Amendments

Any variation or modification to this Framework Agreement or the Orders shall be made only by written amendment signed by the Parties.

16. Assignment

The Firm shall not assign, in whole or in part, its obligations to perform under this Framework Agreement, except with the Purchaser's prior written consent.

17. Delays in the Firm's Performance

Delivery of the Goods/Services and performance of related Services shall be made by the Firm in accordance with the time schedule prescribed by the Purchaser in the Order. If at any time during performance of the Order, the Firm should encounter conditions impeding timely delivery of the Goods and performance of Services, the Firm shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration, and its cause(s). As soon as practicable after receipt of the Firm's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Firm's time for performance,

with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Order.

18. Liquidated Damages

Subject to Clause 18, if the Firm fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Order, the Purchaser shall, without prejudice to its other remedies under the Agreement, deduct from the Order Price, as liquidated damages, a sum equivalent to 0.5% of price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10% of the Order price. Once the maximum is reached, the Purchaser may consider termination of the Framework Agreement or the Order pursuant to Clause 20.

19. Termination for Default

20.1 The Purchases may terminate this Agreement with immediate effect, with a written notice, if the Firm, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5, in competing for or in executing the Framework Agreement.

20.2 The Purchaser, without prejudice to any other remedy for breach of the Agreement, by written notice of fifteen (15) days of default sent to the Firm, may terminate this Agreement in whole or in part:

- (a) if the Firm fails to deliver any or all of the Goods or services within the period(s) specified in the Order, or within any extension thereof granted by the Purchaser; or
- (b) if the Goods or services do not meet the Technical Specifications/Scope of Work or registration requirement (if any) stated in the Framework Agreement and / Order; or
- (c) if the Firm fails to perform any other obligation(s) under the Framework Agreement.

20.3 In the event the Purchaser terminates the Framework Agreement in whole or in part, pursuant to this Clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered under Orders issued prior to such termination, and the Firm shall be liable to the Purchaser for any excess costs for such similar Goods or Services.

20. Termination for Insolvency

The Purchaser may at any time terminate the Agreement by giving written notice to the Firm if the Service Provider becomes bankrupt or otherwise insolvent.

21. Termination for Convenience

The Purchaser, by written notice sent to the Firm, may terminate the Framework Agreement or the Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Firm under the Agreement or Order is terminated, and the date upon which such termination becomes effective. The Goods or Services that are already supplied before the Firm's receipt of notice of termination shall be accepted by the Purchaser at the terms and prices described in the Framework Agreement and the Order.

22. Dispute Resolution

Any dispute arising out of this Framework Agreement, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be New Delhi.

23. Applicable Law

The Agreement shall be interpreted in accordance with the laws of Union of India.

24. Notices

Any notice given by one Party to the other pursuant to this Framework Agreement shall be sent to the other Party in writing. The Purchaser's addresses for notice purposes is:

CEO and Managing Director, NSDC
National Skill Development Corporation

301, West Wing, Worldmark-1,
Aero City, New Delhi – 110 037
Phone: +011-47451600-10

The Firm's addresses for notice purposes is:

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25. Taxes and Duties

The Firm shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or services to the Purchaser.

26. Intellectual Property

27.1 The Service Provider agrees not to use or misuse or register as the owner, licensee, or cause to be registered, nor assist any other person or entity in misusing or in registering as the owner or causing to be registered, in any part of the world, any trademark, trade name, service mark, copyrights, insignias, symbols, know-how, trade dress, slogans and logos, photographs and images currently used and to be used in the future (including emblems, services and rights in the distinctive design and signs, or combinations thereof) and all similar proprietary rights belonging to NSDC or associated with NSDC's work / Services ("**Intellectual Property**").

27.2 The Service Provider understands that the data and information are collected and compiled for NSDC in order to meet its business requirements. The information collected for this assignment as well as provided by Service Provider to NSDC are the sole and absolute property of NSDC. Service Provider understands and appreciates that the formats prepared and the data submitted by Service Provider to NSDC therefore constitute trade secrets. Service Provider therefore understands and acknowledges that the property including formats, data and information collected by its personnel in terms hereof are the sole and absolute property of NSDC.

27.3 The Service Provider hereby agrees and undertakes that it has no interest whatsoever in the information collected by it and the formats created and shall not use the same for any purposes whatsoever other than as set out in this Framework Agreement.

27.4 The Service Provider hereby represents and warrants that none of its activity, software, documentation etc. used under this Framework Agreement and / or provided to NSDC does or will infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights for NSDC to own or exercise all Intellectual Property Rights as provided in this Framework Agreement. The Service Provider further represents and warrants that it has secured / shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for providing Services.

27.5 The Service Provider hereby represents and warrants that none of its activity, software, documentation etc. used under this Framework Agreement and / or provided to NSDC does or will infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights for NSDC to own or exercise all Intellectual Property Rights as provided in this Framework Agreement. The Service Provider further represents and warrants that it has secured / shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for providing Services.

27.6 The Service Provider, subject to any restrictions applicable to any third-party materials embodied in the Deliverables, hereby grants to NSDC a perpetual and exclusive rights to use, copy and prepare derivative works of the Deliverables, for purposes of publication and / or NSDC's internal business (which includes any business associated with any Ministry of India) only. All other intellectual property rights in the Deliverables shall remain with and/or are assigned to NSDC

The term, "**Deliverables**", means materials that are originated and / or prepared for NSDC by the Service Provider (either independently or jointly with NSDC or third parties) and delivered / to be

delivered to NSDC during the course of Service Provider's performance under this Framework Agreement

27.7 NSDC shall have or obtain no rights in any Service Provider Knowledge Base other than (a) to use the same on a non exclusive and non transferable basis and otherwise as authorized by Service Provider, (b) to the extent the Service Provider Knowledge Base is incorporated into a Deliverable, to use it on a non exclusive and non transferable basis as part of the Deliverable for purposes of NSDC's internal business objective (which includes any business associated with any Ministry of India), or (c) pursuant to Service Provider's standard licence for such Service Provider Knowledge Base or, in the case of Service Provider Knowledge Base owned by third parties, pursuant to terms acceptable to the applicable third party and as intimated to NSDC by Service Provider. If any Service Provider Knowledge Base is made available to NSDC under (a) above, it will be made available in an "AS IS" condition and without express or implied warranties of any kind; and any Service Provider Knowledge Base made available under (c) above shall be subject only to applicable terms of the applicable licence.

The term, "**Service Provider Knowledge Base**", means material existing prior to commencement of the Framework Agreement, or developed outside the scope of the services under this Framework Agreement, that are proprietary to Service Provider or to third parties, including all intellectual property rights therein and together with any enhancements and/or modifications thereto, provided that such enhancements and/or modifications are not developed as part of the Deliverables under this Framework Agreement

27.8 The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to achieve the objectives of this Clause.

27.9 The Service Provider shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques (which does not contain any information, data, input etc. of the Services or any reference of this) that are acquired or used in the course of providing the Services.

27.10 This Clause shall survive the termination or expiry of this Framework Agreement.

27. Confidentiality

28.1 During the course of performance of the obligations under this Framework Agreement, the Service Provider may have access to information which could be confidential and proprietary information of NSDC as well as of its associates, affiliates, partners or its clients, including but not limited to business plans, financial information, mechanisms, business related functions, activities and services, computer lists, knowledge of customer needs and preferences, trade secrets, business strategies, marketing strategies, methods of operation, tax records, markets, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, other valuable information, personally identifiable information, confidential information and trade related information relating to the activities of NSDC or its associates and partners (collectively the "**Confidential Information**"). Any Confidential Information shall be considered confidential regardless of whether or not it is expressly marked as being confidential or proprietary and regardless of the form in which such information is communicated to the Service Provider, whether it be oral, in writing or by any other form or mode of communication (including, but not limited to electronic or magnetic recordings and e-mail communications).

28.2 The Service Provider agrees and undertakes not to disclose or disseminate (or cause to be disclosed or disseminated), whether directly or indirectly, Confidential Information to any third party, without the express prior written authorization by NSDC. Without prejudice to the generality of the foregoing, it is understood that Confidential Information may be disclosed by the Service Provider only for the purpose of complying with its contractual obligations under this Framework Agreement. In any event, the Service Provider shall ensure that any person to whom Confidential Information is communicated by the Service Provider, must abide by the terms of this Clause 28 as if they were themselves a party to it.

28.3 Notwithstanding the foregoing, the Service Provider may disclose Confidential Information, while safeguarding to the greatest extent possible the confidential nature of the Confidential Information, to its legal advisors, tax consultants and accountants or other member firms of Service Provider or

Service Provider's information technology vendors for the purpose of performance of its obligations under this Framework Agreement only and not for any other purpose or for carrying out internal, support, administrative, support, financial purposes, risk management or other quality checks for the Service Provider after obtaining prior written permission from NSDC.

- 28.4 The Service Provider undertakes not to use (and to take reasonable efforts to cause any person to whom it has communicated Confidential Information not to use) Confidential Information, except in accordance with this Framework Agreement. More generally, nothing in this Framework Agreement related to the disclosure of Confidential Information shall be interpreted as a licence, implicit or explicit, to use the Confidential Information in any manner other than as contemplated herein or, more generally, for the purpose for which it was disclosed.
- 28.5 The Service Provider shall, in particular, take all reasonable measures, which are appropriate to safeguard the Confidential Information. The Service Provider shall immediately inform NSDC in writing of any unauthorized use or disclosure of Confidential Information of which it may become aware and it shall assist NSDC in ending such unauthorized use or disclosure.
- 28.6 All Confidential Information (including, but not limited to, documents, drawings, sketches and electronic or magnetic recordings and e-mail communications) on which Confidential Information appears or is recorded shall remain the NSDC's property. Accordingly, except for the purpose of sharing Confidential Information with persons to whom disclosure is permitted, the Service Provider unequivocally undertakes not to make any copies of Confidential Information without the NSDC's prior written consent and it shall immediately, at NSDC's first request (i) return to NSDC or destroy all copies of such Confidential Information it may be holding; and (ii) confirm in writing to NSDC that any such media containing Confidential Information in any form has been returned to NSDC or completely destroyed so that the Confidential Information is no longer readily recoverable. Provided however, that the Service Provider may retain such copies of such Confidential Information that may be required by it for its legal and regulatory purposes.
- 28.7 At NSDC's request, the Service Provider shall provide NSDC with a detailed list of any person(s) to whom Confidential Information has been disclosed/ communicated by it.
- 28.8 It is understood that Confidential Information shall not include any information which:
- (i) has entered the public domain prior to its disclosure or subsequently, provided in the latter case that such entry was not due to the Service Provider's action or inaction, or due to the action or inaction of any third party to whom it may have communicated Confidential Information;
 - (ii) was received from a third party in a lawful and unrestricted manner without violation of the terms hereof or of the terms of a similar agreement; and
 - (iii) was known to the Service Provider at the time of its disclosure, the burden of proof in such case being placed on the Service Provider.
- 28.9 In the event the Service Provider is required, under any law or by a court order, to disclose any Confidential Information, it may make only such disclosure while safeguarding to the greatest extent possible the confidential nature of the Confidential Information that would satisfy the requirement of such law or such court order, as the case may be, and nothing more. It is further agreed that before making any such disclosure, the Service Provider shall consult NSDC to the extent legally permissible and reasonably practicable in the circumstances.
- 28.10 The Service Provider recognizes that the protection of Confidential Information is essential to NSDC and that any unauthorized disclosure of Confidential Information is likely to cause NSDC significant harm and prejudice. Accordingly, without prejudice to any other recourse available to NSDC (including injunctive or interlocutory relief), the Service Provider acknowledges, agrees and undertakes that in the event of a breach of any terms of this Clause 29 caused by it or any third party to whom such Confidential Information has been disclosed, the Service Provider shall hold NSDC harmless and fully indemnified which NSDC may have suffered as a result of such disclosure.
- 28.11 This Clause shall survive the termination or expiry of this Framework Agreement.

28. Indemnity

- 29.1 Without limiting any other rights which NSDC may have under this Framework Agreement and under law, the Service Provider shall indemnify, defend, hold harmless and keep indemnified NSDC, its associates, partners or its directors or its employees from and against any claim or loss including

without limitation, fines, penalties, fees, damage, costs (including legal fees and expenses) liability (whether criminal or civil) suffered and/or incurred by NSDC, its affiliates or its directors or its employees arising from or in connection with the supply of goods and / or performance of the services by the Service Provider under this Framework Agreement or due to any breach of the terms and condition of this Framework Agreement including any covenants, obligations and representations and warranties of the Service Provider, or with any applicable laws and regulations governing the performance of the Services by the Service Provider under this Framework Agreement.

29.2 The Firm shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof

29.3 The provisions of this Clause shall survive the termination or expiry of this Framework Agreement.

29. Relationship

30.1 Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal - agent or an employer-employee relationship between the Parties. The Service Provider shall always remain an independent Service Provider during the term of this Framework Agreement and shall always solely remain liable to NSDC or any third party for all its acts and omissions to act during the course of providing the Services under this Framework Agreement. The Service Provider unequivocally, unambiguously, irrevocably and explicitly acknowledges that this Framework Agreement is not subject to any employment law(s) or related statute(s)

30.2 This Clause shall survive the termination or expiry of this Framework Agreement.

30. Waiver

The failure of either NSDC or the Service Provider to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Framework Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Framework Agreement or the rights and obligations of NSDC and the Service Provider hereto. NSDC and the Service Provider acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by each of NSDC and the Service Provider, as the case may be, hereto.

31. Severability

Any provision of this Framework Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Framework Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Framework Agreement, NSDC and the Service Provider shall negotiate in good faith to amend and modify the provisions and terms of this Framework Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Framework Agreement.

*****execution page follows *****

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY AND YEAR FIRST HERE IN ABOVE WRITTEN.

For and on behalf of National Skill Development Corporation	For and on behalf of []
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<p>-----</p> <p>Name: Manish Kumar</p> <p>Designation: Managing Director & Chief Executive Officer</p>	<p>-----</p> <p>Name:</p> <p>Designation:</p>
<p>In the presence of witnesses:</p> <p>-----</p> <p>Name:</p> <p>Address: 301, 3rd Floor, West Wing , World Mark 1, Asset 11, Aerocity, New Delhi 110037</p>	<p>In the presence of witnesses:</p> <p>-----</p> <p>Name:</p> <p>Address:</p>

ANNEXURE -1- Scope of work and Specifications

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