





2nd Corrigendum on Standard Request for Proposals for Selection of Agency under Startup Green Channel Partnership

RFP No. RFP/Industry Partnerships & CSR /2020/003

14th May 2020

2nd Corrigendum on Request for Proposal for Selection of Agency under Startup Green Channel Partnership

Request for Proposal (RFP) for selection of Agency under Startup Green Channel Partnership for Training to be provede to the youth of state of Jammu & Kashmir under NTPC Project was released on 14th May, 2020. First Corrigendum to the RFP was published over NSDC website on 23th May, 2020. The CSR Internal Committee has recommended in the meeting held on 28th May, 2020 to extend the timeline for submission of Proposal by 1 week from 28th May, 2020 to 5th June, 2020. Proposals to be submitted at email id: csr@nsdcindia.org by due date. Please refer to the table mentioned below:

Apart from the clause mentioned above, all other conditions of the RFP dated 14^{th} May, 2020 read with the Corrigendum dated 23^{th} May, 2020 remain the same.

| Sr. no. | Guidelines / RFP | Page no. | Clause | Original Clause | Revised Clause | Change/ Modification/ Clarification |
|------------|---|-------------|--|---|---|---|
| 1. | RFP for Selection of Agency under Startup | 1 | Proposal submission timeline | Proposal should be submitted within 2 weeks from the date of RFP being published i.e. 28 th May 2020 | Soft copy of the Proposal via mail/drive/link/other electronic means should be submitted within 3 weeks from the date of RFP being published i.e. 5 th June 2020. | Modification |
| 2. | Green Channel Partnership | 8. | 16. Clarification and Amendment of RFP | 16.1. 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 uploaded on NSDC website https://nsdcindia.org/activetender. | 16.1. 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 uploaded on NSDC website https://nsdcindia.org/notice-current | Modification |
| 3. | | 9. | 19. Submission of Proposals | 19.1 The Agencies shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexure 1. The Agenciesshall submit its Proposals via email/soft copy on or before last date and time of submission and hard copy as well as soft copy (in pen drive) shall be by courier or by hand at NSDC Office post completion of lockdown period | 19.1 The Agencies shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexure 1. The Agencies shall submit its Proposals via email/soft copy on or before last date and time of submission. Hardcopy of the proposal need not be submitted. | Modification |
| 4. | | 20- 30 | Tentative format of agreement | Format attached on Page No. 20 | Revised Format attached with the 2 nd Corrigendum as Tentative Format of Agreement | Change |

Tentative Format of Agreement:

SERVICE LEVEL AGREEMENT

| OEKVICE EE VEE MOREEMENT |
|--|
| This Service Level Agreement ("SLA") is entered on this |
| National Skill Development Corporation (CIN: U85300DL2008NPL181612), a company, registered under the Companies Act, 1956, having its registered office at 301, West Wing, Worldmark I, Aerocity, New Delhi – 110037 (hereinafter called "NSDC" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assign) of the First Part; |
| AND |
| , a(CIN No <if company="">), registered under</if> |
| NSDC and Training Institute are individually referred to as "Party" and collectively referred to as "Parties". |
| WHEREAS |

AND WHEREAS in pursuance on the terms and conditions of the MOU, the "Training Institute" has also been identified as an "Approved Training Partner" of NSDC for the purposes of executing the Project as per the terms of the MOU;

AND WHEREAS the Training Institute has offered to provide the services / training, as detailed in Annexure I (hereinafter referred to as "Training Programme") attached to this SLA, and NSDC has accepted the offer subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY MUTUALLY AGREED BETWEEN PARTIES HERETO AS FOLLOWS:

1. Objectives of SLA:

- 1.1 To create an environment which is conducive to a co-operative relationship between the parties to ensure the effective support for the implementation of the Project and Training Programme;
- 1.2 To document the responsibilities of all parties taking part in the SLA;
- 1.3 To ensure that the Training Institute delivers the provision of a high quality of service / training being imparted for the trainees in terms of the standards set by / NSDC as communicated to the Training Institute;
- 1.4 To define the commencement of the SLA, its initial term and the provision for reviews;

- 1.6 To detail via a question list, information required from the Training Institute to extract from the students trained by the Training Institute;
- 1.7 To institute a formal system of objective service level monitoring ensuring that reviews of the SLA are based on factual data;
- 1.8 To provide a common understanding of service requirements/capabilities and of the principles involved in the measurement of service levels;
- 1.9 To provide for all parties to the SLA a single, easily referenced document which caters for all objectives as listed above.

2. Period of Service Level Agreement

2.1 The SLA shall commence on the date of its signing by the Parties (in case of signing by the Parties at two different dates, the later date) and shall remain in force till, which may be extended for a further period by mutual consent of all Parties in writing unless it is prematurely terminated in accordance with the terms of this SLA. The Parties shall strictly adhere to and follow the timelines as agreed between them under this SLA.

3. Roles and Responsibilities of the Parties

- 3.1 The Training Institute undertakes to provide all the required skills, knowledge, care and diligence in the provision of training to the trainees selected under the Project and Training Programme.

- 3.4 The Training Institute undertakes that the training programmes shall adhere to QP/NOS standards set forth by the relevant Sector Skill Councils(SSCs) resulting in third-party assessment and certification as per SSC guidelines.
- 3.5 The Training Institute undertakes to provide NSDC and, the monthly MIS containing the following details:

- Training Calendar
- Training Programmes completed, ongoing, commencing during the month
- Completed Candidate details (completed/dropout), assessment date, certification status
- Ongoing Trainee details, dropouts, etc.
- Commencing Selection date, location, local point of contact
- Photographs of the current batch and videos of all important events like selection, assessment etc.
- 3.7 The Training Institute shall ensure mobilization and counselling of candidates, and shall conduct the training program as per NSDC/SSCs standards in line with National Skills Qualification Framework (NSQF) for the execution of Project.
- 3.8 The Training Institute shall collect Aadhar Cards, and other relevant personal information as required, in accordance with the procedure laid down by law, of all the candidates enrolled for the course and the same has to be uploaded onto the Skill India Portal or any other candidate or training database, as required by NSDC.
- 3.9 The Training Institute shall include a representative of in the selection process of trainees.
- 3.10 The Training Institute shall, at its own cost, ensure wide publicity around the identified locations of so as to ensure that the information and benefits of the programme reach the people around the vicinity of establishments.
- 3.12 The Training Institute shall make available requisite infrastructure, qualified trainers, curriculum and delivery systems to provide training as per NSDC/Sector Skill Council Standards in line with National Skills Qualification Framework (NSQF) for implementation of skilling programs under the Project and Training Programme.

- 3.13 The Training Institute shall ensure timely submission of reports of the Training Programmes along with a consolidated dashboard.
- 3.14 The Training Institute shall keep informed the nodal officer of each location of of the progress regarding the Training Programme.
- 3.16 The Training Institute shall ensure that the quality aspects, methodology of implementation of the Project and Training Programme complies with the comprehensive training as per industry requirement of the said region.
- 3.17 The Training Institute undertakes to submit additional report(s) to NSDC and / or on a regular basis including but not limited to financial information such as utilization certificate as per NSDC monitoring guidelines.
- 3.18 The Training Institute undertakes and represents that the amount disbursed by NSDC for this Project, shall be utilized only towards the purpose as per above and for no other activity and that the Training Institute shall alone be responsible for any irregularity in selection of trainees, organizing the programmes, maintenance of records, placement of trainees etc.
- 3.19 The Training Institute undertakes that it shall ensure that important events like selection process, conducting of training programmes etc. shall be photographed for record and/ NSDC representatives shall be at the liberty to join such ceremonies. During the implementation of any activity, the expenditure on photographs and videography and for other related material to the Project and Training Programme shall be borne by the Training Institute.
- 3.20 The Training Institute shall be responsible for preparing all training material including occupational and training standards for the Project and Training Programme as per the terms of this SLA.
- 3.21 The Training Institute shall submit a comprehensive completion report of the Training being carried out by it under the Project to NSDC within 1 (one) month of completion of the training programme under the SLA. The said report should clearly state the activities undertaken, details of the number of beneficiaries under the Training Programme.

- 3.23 The Training Institute shall be solely and exclusively responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by it whether or not in the course of implementing the Training Programme under the Project and for the health, safety and security of such persons or entities and their property.
- 3.24 and NSDC shall have the absolute joint and several right to monitor the progress of the Training Programme undertaken by the Training Institute under the Project to ensure that the activities are being undertaken under the Project completely as per the agreed terms between the parties.
- 3.26 NSDC shall coordinate Project monitoring and reporting, and make available resources for project coordination and reporting during the performance of Training Programme under the Project.
- 3.27 The Training Institute shall ensure that the training/skilling and other activities under the Training Programme is strictly completed within the budget ascribed for the Training Programme.
- 3.28 The Training Institute undertakes to implement the Training Programme and discharge its obligations under the present SLA as per the applicable laws.
- 3.29 The Training Institute shall ensure that at least 70% of the successful trainees shall be placed either on wage-employment or self-employment.
- 3.30 In case of self-employment, Training Institute is required to provide a self-declaration letter issued by the candidate on a stamp paper. In addition, the centre must provide a proof that candidates have been employed gainfully in livelihood enhancement occupations, which may include Trade license, Proof of enterprise set up, Proof authenticating that the candidate is part of the producer group, Proof of additional earnings (bank statement), Proof of the Mudra Loan availed, any other suitable and verifiable document.
- 3.31 In case of wage employment, offer letters issued by employers/companies would be accepted as proofs against achievement of the same.

4. Accounts, Records and Audit

- 4.1 The Training Institute agrees and undertake that the amount disbursed by NSDC shall be utilized only towards the purpose as said above and for no other activity and that the Training Institute shall alone be responsible for any irregularity in selection of trainees, organizing the training programmes, maintenance of records, placement of trainees, etc.
- 4.3 The Training Institute shall submit quarterly utilization certificate duly certified by the Chartered Accountant to NSDC, for the amounts released by NSDC as per Annexure III before the release of subsequent tranche. A consolidated utilization certificate, duly certified by the Chartered Accountant will also be submitted at the completion of the Project
- 4.4and NSDC shall be entitled to monitor the various centres and their authorized representative may undertake planned / surprise visit to inspect the progress of the Training Programme under the Project and ensure proper implementation of the same.
- 4.5 NSDC shall be entitled to seek clarifications/information whatsoever from the Training Institute with respect to the Training Programme under the Project. Any such clarifications/information sought by NSDC shall be responded by the Training Institute within 10 (ten) working days.

- (i) to visit and inspect the site where the training is being imparted by the Training Institute under the Project / Training Programme, the skill development training assets to carry out technical, financial and legal inspections; and
- (ii) to examine the Training Institute's books of records, account and documents relating to the Project / Training Programme; to make copies there from; at all times during and after the completion of Project / Training Programme.

5. Representations

- 5.1 NSDC confirms that all information provided to Training Institute or its representatives, in connection with the Project and Training Programme, whether before or after the execution of this SLA, by or on behalf of NSDC is true, correct and complete in all respects on the date thereof, and is not false or misleading in any respect nor incomplete by omitting to state any fact necessary to make such information not misleading in any respect.

<u>6.</u> <u>Performance Standards</u>

6.1 The Training Institute undertakes to perform the service with highest standard of professional and ethical competency and integrity. The Training Institute shall promptly replace any employee or person assigned under this SLA whose performance is considered unsatisfactory by the monitoring team or for any other reason. The Training Institute shall be responsible for quality of modules / material of training as per standards specified by the Industry standards/ Sector Skill Councils.

7. Conflict of Interest

- 7.1 Neither the Training Institute, nor its personnel shall engage in any personal business or professional activities, during the course of this SLA, which conflicts with or could potentially conflict with the object of the Project and Training Programme.
- 7.2 Subject to clause 7.1 above, Training Institute shall immediately inform NSDC of any such conflict and suggest/ take immediate remedial measures to ensure that the Training Programme under the Project is completed as per the terms and conditions agreed upon.

8. <u>Disclosure of information & Publicity</u>

- 8.1 The Training Institute and its personnel shall not, during or after the expiry / termination of the SLA, disclose to any third party, any provision of the SLA or any confidential information arising from the SLA, other than as required for the proper performance of its respective duties hereunder or as may be required by a court or arbitral tribunal of competent jurisdiction except as per the applicable laws.
- 8.2 The Training Institute shall appropriately publicize about the training programme and its schedule etc. by ways of pamphlets/banners in the location where the Training Programmes are to be conducted to ensure maximum turnout of beneficiaries.
- 8.3 NSDC and......'s signage shall be placed in bold letters on the pamphlets and banners (in the language understood by majority of the population) used during the Training Programmes, without any liability / cost overheads to or NSDC on this account.

9 **Force Majeure:**

9.1 If the performance of this SLA by either party is delayed, hindered or prevented or is otherwise frustrated by reason of "Force Majeure", which shall mean war/hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster(s); restrictions imposed by the government or other statutory bodies which prevents or delays the execution

of the Project, any event beyond the control of the parties to this SLA, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the SLA. From the date of the notification, NSDC may terminate the SLA forthwith or suspend the performance of the SLA for a period not exceeding 6 (six) months.

9.2 If at the expiry of the second period of suspension, the reasons for the suspension still remain, the parties shall treat the SLA as terminated due to Force Majeure.

10. Penalty

The Training Partner/ Institute shall strictly adhere to the timelines mentioned under this Agreement in completion of the training services. In the event, the Training Partner/Institute defaults/fails to adhere to the timelines under this Agreement, and is unable to complete training/ raise invoices within the SLA period (end date of SLA) the Training Institute/ Partner shall be liable to pay a penalty of Rs. 1,00,000 (Indian Rupees One lakh only) for extension of the time period by three (03) months i.e. from the SLA completion date, for NSDC to make required disbursements to the TP/ TI. If the Training Institute fails to complete the training/ raise invoices in such extended period also, it shall again be liable pay a penalty an amount of Rs. 1,00,000 for procuring an extension of further three months.

11. **Termination**

- 11.1 In case of non-adherence to provisions of SLA by the Training Institute, NSDC may serve a written notice of 30 (thirty) days period to rectify the non-adherence to the provisions of SLA by Training Institute. In case of continuing unsatisfactory performance beyond 30 (thirty) days of notice period, NSDC shall have the right to terminate the SLA without any further notice or liability. In this eventuality, the Training Institute shall be liable to refund all the payments made to it on the date of termination.
- 11.2 NSDC may terminate the SLA in the event, the Training Institute is found involved in any manner or form in corrupt practices or misappropriating the funds/misutilization of funds, which have been marked for the Project.
- 11.3 Notwithstanding anything contained in this SLA or any other document, NSDC may terminate this SLA any time by giving 30 days written notice to Training Institute.

12. Settlement of Disputes

- 12.1 Parties shall endeavour to amicably resolve any dispute arising from this SLA. In the event the Parties are unable to amicably resolve the dispute arising out of the SLA, the dispute shall be referred to arbitration by a Sole Arbitrator to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Delhi. The conduct of arbitration proceedings shall be in English and the award passed by the sole arbitrator shall be binding on all parties.
- 12.2 Subject to 12.1 above, all disputes arising between the parties shall be subject to the jurisdiction of the Courts in Delhi only.

13. Confidentiality:

13.1 The Training Institute shall not during the term of this SLA or after the expiration, thereof, disclose any proprietary or confidential information relating to this SLA or the business or operations of the SLA to the other parties.

14. **General Conditions:**

14.3 **Notices:**

14.3.1 Any notice or request to be given or made by a party to the other shall be in writing and posted, delivered personally or sent by courier, registered or certified mail. Such notice or request shall be deemed to have been duly received by the party to whom it is addressed if it is given or made at such party's address specified below:

NSDC

Office: 301, West Wing, Worldmark I, Aerocity, New Delhi – 110037

Kind Attn: The CEO, NSDC

Fax: +91 11 4656 0417

| Training Institute: |
|---------------------|
| Office: |
| Kind Attn: |
| Fax: |

- 14.5 The Annexures attached to this SLA shall be deemed to be part of this SLA as if the provisions thereof were set out herein in extension. No modification or amendment of this SLA and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed and mutually accepted by the parties. The amendments shall be documented and shall ipso facto become the integral part of this SLA.
- 14.6 This SLA may be executed in one or more counterparts each of which shall constitute an original, but all of which when taken together shall constitute but one instrument.

| ~~~~~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 Training Institute |
|---|---|
| | |
| | |
| | Name: |
| Name: | Designation: |
| Designation: | |
| In the presence of witnesses: | In the presence of witnesses: |
| | |
| | |
| Name: | Name: |

| Address: 301, West Wing, Worldmark I, | Address: |
|---|---|
| Aerocity, New Delhi - 110037 | |
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| ANNIEVIDEI | PROJECT BRIEF |
| | |
| The Training Institute will provide NSQF locations and trades as below: | -compliant training to in select |
| | |
| | |
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| | |
| | |
| | |
| Batch Strength: The batch strength can be | a maximum of 30. |
| Selection of Candidates: Selection of Canlocal officials. | didates to be done in consultation with the |
| Minimum Duration: The min training du | ration should be of Notional Hours as per |
| NSQF guideline & may extend further | based on requirement of the trade. The slot for and NSDC to provide |

Assessment& Certification: The Training Institute shall ensure assessments through the relevant Sector Skill Councils.

Placement: The Training Institute shall ensure at least 70% placement, including self-employment, of the trained candidates. The criteria for placement shall be in accordance with Clause 3.30 and Clause 3.31 of this SLA.

Marketing: The Training Institute to ensure adequate coverage of the program sponsor (.....) as elaborated in Clause 8 of this SLA. The coverage to be inline with the guidelines provided by

Reporting: The Training Institute to comply with the reporting guidelines as mentioned in Clause 3 of this SLA.

Further Allocations: Any further allocations for training candidates under the Project will be done through an Addendum to this Service Level Agreement.

ANNEXURE II -BUDGET

| The overall budget will be (INR | RUPEES |
|---------------------------------|--------|
| Details of budget details prov | |
| | |
| | |
| | |
| | |

ANNEXURE III - DISBURSEMENT SCHEDULE

| 1.1 | NSDC | shall transfer the funds | s under this SLA to the Training Institute as per |
|-------|-------------|----------------------------------|--|
| | the sch | edule mentioned given | herein under: |
| | An an | nount of RUPEES | ONLY (INR |
| | •••••• |) inclusive | of all taxes, to be transferred in tranches as |
| | specifi | ed below: | |
| | | CSR Di | sbursement Schedule |
| Train | ning Tai | get: | |
| Insta | lment | Percentage | Outcome Parameter |
| | 1 | 30% of training cost* as advance | Setting up of training Center to the satisfaction of NSDC |
| | | | |
| 2 | <u>)</u> ** | 40% of training cost* | On Assessment of minimum 70% of targeted number. Payment will be in proportion of actual assessment after adjustment of advance amount. |
| | 3 | 30% of training cost* | Payment will be made for all Assessed candidates subject to achievement of 70% threshold placement criteria. |
| | | Placement Incentive | 70% placement is mandatory. Additional 15% incentives will be paid for all candidate if actual placement exceeds 70% placement criteria. |

Note: All disbursements will be on actuals

NSDC reserves right to update/revise/finalize the Disbursement Schedule at any point of time

- 1.2 The fund disbursements shall be made in Indian Rupees.
- 2. All disbursements shall be deposited into the Bank account of the Training Institute of which the details are as follows:

| Account Name | |
|--------------|--|
| | |

^{*}Training cost is inclusive of Training, Assessment and ______cost as mentioned in the SLA budget except placement incentives.

^{**}Disbursement for this tranche is subject to raising maximum 2 invoices.

^{**}In case of failure to achieve the outcome parameter for the first &/or second instalment, NSDC will reserve the right to recover the amount disbursed in the first &/or second instalment from the Training Institute.

^{**}Avg. Incentive assumed: INR 4000; on the basis of actual achieved to be adjusted in the third and last instalment.

| Account Number: |
|-----------------|
| Bank Name: |
| Branch: |
| IFSC Code: |