

STANDARD PROCUREMENT DOCUMENTS
Standard Request for Proposal
for
Selection of agency for Concurrent Impact Assessment of Skill Training Program



RFP/IT and Digital/2023/003

Department- IT and Digital

Important Dates:

Date of commencement of RFP	25 th January 2023
Pre bid meeting. <i>Virtual via MS Teams</i>	1 st February 2023, 11:30 a.m. (Click here)
Receipt of Queries by email to procurement@nsdcindia.org	2 nd February 2023, 6:00 p.m.
Last Date and Time of Receipts of Technical and Financial Proposal	15 th February 2023, 6:00 p.m.
Place of Submission of Proposals	https://nsdc.eproc.in

INSTRUCTION TO CONSULTANTS (ITC)

A. General Provisions

1. Definitions

- 1.1. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2. “Applicable Law” means the laws and any other instruments having the force of law in India.
- 1.3. “Client” means NSDC.
- 1.4. “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.5. “Contract” means a legally binding written agreement signed between the Client and the Consultant.
- 1.6. “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Client. It excludes the Client’s official public holidays.
- 1.7. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture member(s).
- 1.8. “Government” means the government of India.
- 1.9. “in writing” means communicated in written form (e.g. by mail, e-mail, including, if distributed or received through the electronic-procurement system used by the Client) with proof of receipt.
- 1.10. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one 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.
- 1.11. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- 1.12. “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.
- 1.13. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- 1.14. “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- 1.15. “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- 1.16. “Services” means the work to be performed by the Consultant pursuant to the Contract.
- 1.17. “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.
- 1.18. “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1. National Skill Development Corporation (NSDC), the client intends to select an **Agency for Concurrent Impact Assessment of Skill Training Program** (hereinafter called “Consultants”).
- 2.2. The Consultants with whom this RFP is shared, are invited to submit a Technical Proposal and a Financial Proposal against this RFP. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected 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.
- 2.5. The information contained in this document or information provided subsequently to Consultant(s) whether verbally or in documentary form by or on behalf of NSDC, is on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. This document is not an agreement and is not an offer or invitation by NSDC to any parties other than the Consultant(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as —Consultant or —Consultants respectively). The purpose of this document is to provide the Consultants with information to assist the formulation of their proposals. This document does not claim to contain all the information each Consultant requires. Each Consultant may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this document. NSDC makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this document. The information contained in the document is selective and is subject to updating, expansion, revision, and amendment.
- 2.6. NSDC reserves the right of discretion to change, modify, reject, add to, or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. NSDC in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document. NSDC reserves the right to reject any or all proposals received in response to this document at any stage without assigning any reason whatsoever. The decision of NSDC shall be final, conclusive, and binding on all the parties.

3. Conflict of Interest

- 3.1. The Consultant is required to provide professional, objective, and impartial advice, always holding the Client’s interests’ paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2. The 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. **Corrupt and Fraudulent Practices:** The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Annexure 3. 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.

5. **Eligibility Criteria:** Only those Consultants who qualify the eligibility criteria will be evaluated financially:

SN	Eligibility Criteria	Documents/ Copies to be submitted
5.1.	The Consultant (Agency) should have been established in India on or before 2017. The Consultant should have valid PAN/GST registration.	<ul style="list-style-type: none"> ▪ Certificate of Incorporation ▪ Registration for GST ▪ PAN
5.2.	The Consultant (Agency) must have minimum average annual turnover of Rs. 15 Cr from similar activities as per TOR in last 5 FYs i.e., 2021-22, 2020-21, 2019-20, 2018-19, 2017-18.	CA certificate with UDIN.
5.3.	The Consultant (Agency) should have over 5 years of similar research and evaluation experience, as per scope defined in TOR.	Work Orders/Contracts and other relevant documents to be submitted.
5.4.	The Consultant (Agency) must have completed minimum 3 similar and relevant projects with min project value of at least Rs. 3 Cr each in last 5 FYs.	PO/Contracts/ Letter from clients in case of NDA/ Links
5.5.	<ul style="list-style-type: none"> ▪ Consultant and should have never been involved in any illegal activity or financial frauds. ▪ The Consultant and its affiliates should not have been blacklisted by any 	Undertaking on letter head/ self-declaration.

SN	Eligibility Criteria	Documents/ Copies to be submitted
	Government Agency/Public Sector Undertaking/ Autonomous Bodies of Government/ Reputed Corporates for breach of applicable laws or violation of regulatory provisions or breach of agreement.	
5.6.	Mandatory requirements: All requirements mentioned in Terms of Reference and Scope of Work must be mandatory complied with. If Consultant is not able to provide services according to TOR and SOW, they will be disqualified.	Consultants need to submit proof of compliances on its letter head.

Note: - Submission of all the valid/legal documents in context to above table is mandatory Only those Consultants whose proposals meet all the eligibility criteria and responsive to RFP, will be shortlisted for evaluation.

6. **Duration of Assignment**

The duration of assignment shall be for 14 months from Letter/E-mail of Intent/ start of agreement. However, the quality of service provided by the Consultant and the performance of the Consultant shall be reviewed continuously and in case the performance is found unsatisfactory, the Consultant's contract can be terminated at NSDC's discretion. If the project demands an extension and the performance is found satisfactory then, contract may be extended as required. In case, there is a requirement for more Consultants for any reason, NSDC may procure services from 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 selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to selection, without thereby incurring any liability to the 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 up to 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.
 - 12.1. **Extension of Validity Period:** The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Proposals' validity will automatically extend by 180 days more.

- 12.2. Extension of validity of the Proposals shall be done without any change in the original Proposal and with the confirmation of the availability of the staff.
13. **Proposal Security:** The Bidder shall furnish as part of its proposal security of Rs. 15,00,000 (Fifteen Lakhs Only) via the following link:
<https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=803602> . Kindly click on the given link and make payment under the head of “**Bid-Security.**”
- 13.1. Any Proposal not accompanied by a substantially responsive Proposal Security shall be rejected by the Client as non-responsive.
- 13.2. Proposal Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidders signing the contract and furnishing the Performance Security.
- 13.3. The Proposal Security may be forfeited:
- 13.3.1. if a Bidder withdraws its proposal during the period of proposal validity, or any extension thereto provided by the Bidder; or
- 13.3.2. if the successful Bidder fails to sign the Contract; or
- 13.3.3. fails to furnish a performance security.
- 13.4. Proposal Security is exempted for organizations registered with MSME. The Bidder must submit MSME certificate.
- 13.5. *NSDC is not responsible for any kind of deviations by the bidder from the said instructions.*
14. **Sub-Contracting:** The Consultant cannot subcontract some or whole of the Services.
15. **Clarification and Amendment of RFP:** The Consultant may request a clarification of any part of the RFP till the date mentioned in the RFP document. 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 because of a clarification, it shall do so following the procedure described below:
- 15.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be shared with the Consultants.
- 15.2. If the amendment is substantial, or there is technical issue in submission of bids, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- 15.3. 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 and Financial proposal Format and Content:**
17. The Technical Proposal shall be prepared using the format provided in Annexure 1 of the RFP
18. The Financial Proposal shall be prepared using the format provided in Form Fin 1 of the RFP. It shall list all costs associated with the assignment.
19. The Technical Proposals and Financial Proposals shall be filled up and shared as single proposal.
20. Only those proposals which qualify on all parameters of Eligibility criteria in point 5 above will be considered for evaluation.
21. The Consultant is responsible for meeting all tax liabilities arising out of the Contract.
22. The Consultant shall express the price for its Services in INR.
- C. Submission, Opening and Evaluation**
23. **Submission of Proposals:**
- 23.1. The Consultant shall submit a signed and complete Proposal comprising the documents and

forms in accordance with Annexure 1. The Consultant shall submit Technical and Financial Proposal only on eProcurement Portal <https://nsdc.eproc.in> as per process mentioned in Annexure.

- 23.2. 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.
- 23.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
24. **Confidentiality:** From the time the Proposals are opened to the time the contract is awarded, the Consultant should not contact the Client on any matter related to its Technical Proposal.
- 24.1. 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 selection.
- 24.2. Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.
- 24.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of selection, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
- 24.4. This document is meant for the specific use by the Consultants interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. NSDC expects the Consultant or any person acting on behalf of the Consultants to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Consultants shall be held responsible for any misuse of information contained in the document if such a circumstance is brought to the notice of NSDC. By downloading the document, the interested party is subject to confidentiality clauses.
25. **Opening of Technical Proposals:** The Client's evaluation committee shall conduct the opening of the Technical Proposals.
26. **Evaluation of Technical Proposals:** The Client's evaluation committee shall evaluate the Technical Proposals first based on their responsiveness to the RFP and applying the eligibility criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to meet the eligibility.

Technical Evaluation Criteria:

SN	Criteria / Sub Criteria	Max Marks	Document to be provided
1.	<p>Relevant Eligible Experience:</p> <p>Concurrent Evaluation – 5 marks PAN India Assignment- 5 marks. Impact Assessment/ Evaluation Study- 5 marks Assignment for Skill Ecosystem- 5 marks</p> <p><i>Will be evaluated based on information provided in Form Tech-2 of this document. (Page no. 12).</i></p>	25	<p>20% of the maximum marks (25) shall be awarded for the number of relevant eligible assignments (<i>1 per each assignment, maximum five</i>) undertaken by the Applicant firm.</p> <p>The remaining 80% shall be awarded for: (i) Assignment Type, (ii) the sample size, location and variety of methods used for the specific assignments; (ii) overall professional income, experience of the firm</p>

SN	Criteria / Sub Criteria	Max Marks	Document to be provided
2.	Proposed Methodology and Work Plan: <ul style="list-style-type: none"> • timeline along with milestones of measurable progress • Scope enhancement 	10	Evaluation will be based on the quality of submissions
3.	Relevant Experience of the key personnel: <p>Team Leader: 20 marks Deputy Team Leader: 15 marks Monitoring and evaluation Expert: 15 marks Statistician: 10 marks IT Specialist: 5 marks.</p> <p><i>Will be evaluated based on information provided in Form Tech-3 of this document. (Page no. 13).</i></p> <p><i>Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks.</i></p>	65	30% of the maximum marks for each Key Personnel shall be awarded for the number of relevant eligible assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for the educational qualification, years of relevant experience, comparative size and quality of specific assignments. Each key personnel will be scored for maximum five assignments.
	Maximum Marks	100	

Minimum Qualifying marks will be 80. Proposal obtaining 80 or more marks in technical evaluation will be qualified for financial proposal opening.

27. Opening of Financial Proposals and evaluation.

- 27.1. After the technical evaluation is completed and approved by the Committee, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying criteria and/or min technical score (and shall provide information relating to the Consultant's overall technical score) that their proposal cannot be considered further and their Financial Proposals will remain unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those consultants whose technical proposals achieved minimum score.
- 27.2. The Financial Proposals shall be opened of those Consultants whose proposals have passed the minimum technical score. The Financial Proposals will then be inspected to confirm that they are as per the terms of RFP. These Financial Proposals shall be then opened, and the total prices recorded.
- 27.3. NSDC may use e-Auction process for financial opening for this Procurement. Only technically qualified agencies will get one-time half an hour online training by our empaneled e Auction vendor C1 India Pvt. Ltd. All qualified agencies will have to submit their financial quotes as

pre-bid in E-Auction system and same will be verified by NSDC with submitted financial quote of agencies. E-Auction time slot will be informed to qualified agencies at later stage.

- a) Please note that in both E-Auction and without E-Auction process QCBS Method (80% weightage to Technical Score and 20% weightage to financial) shall be used.

Method of selection:

Quality- and Cost-Based Selection (QCBS)

- a. The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:
- b. $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.
- c. The weights given to the Technical (T) and Financial (P) Proposals are:
 $T = 80\%$, and
 $P = 20\%$
- d. Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) as following:
 $S = St \times T\% + Sf \times P\%$.

The Consultant achieving the highest combined technical and financial score will be invited for negotiations. In case more than one consultant has same score, further negotiations with those consultants will be undertaken or work may be awarded to multiple consultants.

28. Negotiations and Award

- 28.1. Consultant obtaining Highest Combined score will be called for negotiation.
 - 28.2. If negotiation is successful, Consultant will be eligible for award of work. If not, then next ranked Consultant will be approached.
 - 28.3. The Consultant eligible for award of work will be issued an agreement and will be requested for their review and signatures.
 - 28.4. In case Consultant does not agree on terms of contract, next ranked Consultant will be approached.
 - 28.5. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.
29. NSDC reserves the right to award work to one or more Consultants for any specific assignment and the number will depend on requirement.
 30. During the assignment, if requirement arises, more agencies can be included.
 31. The decision of NSDC will be final and binding upon all Consultants.

(Documents Comprising Technical Proposal)

Form Tech-1

Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sir:

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

We hereby declare that:

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: ____

Name of Consultant: ____

Address: _____

Contact information (phone and e-mail): _____

I. General Information

SN	Particulars	Details (Enclose supporting documents, wherever required)
1.	Name of the Consultant	
2.	Registered Address	
3.	Concerned person's Name and Designation	
4.	Mobile no	
5.	Email ID	

II. Information as per eligibility criteria, clause 6 (Please use MS excel to provide details of this table below)

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Consultant's Date of Incorporation/ Registration	
2.	Annual Turnover: FY 2022-23(unaudited as on date of publishing of this RFP) FY 2021-22 FY 2020-21 FY 2019-20 FY 2018-19 FY 2017-18	

Form Tech 2- Consultant's Experience

**Information as per eligibility criteria (clause 5)
and technical evaluation criteria (Clause 26(1))
(Please use MS excel to provide details of this
table below)**

Year Starting from 2022	SN	Name of Project	Name of Client	Start Date of Project	End Date of Project	Sector (Health, Education, Skills, Development sector, etc.)	Type of Assignment (Impact Assessment/Skill Gap Study/ Baseline and Endline study/Concurrent Evaluation/ M&E/ Others)	Methodology adopted for survey	Survey Size and Type of Survey (Household/ Enterprise surveys, KII, FGDs, etc.)	States covered	Project Value in INR	Brief of Services Provided	Description of activities performed by agency	Client contact details for reference
2022	1.													
	2.													
	3.													
	4.													
	5.													

Add more rows if required.

Form Tech 3- Key Personnel's Experience
Information as per technical evaluation criteria,
clause 26(3).
(Please use MS excel to provide details of this
table below)

S N	Designation of Key Personnel	Name	Highest Education Qualification	Duration of Professional Experience	Employed in the Bidding Organization Since	No. of Eligible relevant Assignments	No. of Eligible specific Assignments
1	Team Leader						
2	Deputy Team Leader						
3	Monitoring and Evaluation Expert						
4	Statistician						
5	IT Specialist						
6	Other Key Personnel_1						
7	Other Key Personnel_2						
8	Other Key Personnel_3						
9	Other Key Personnel_4						

Add more rows if required.

CURRICULUM VITAE (CV)

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

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

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

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

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

Adequacy for the Assignment:

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

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

Certification:

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

Name of Consultant

Signature

Date {day/month/year}

Form Fin-1: Financial Proposal Submission Form

The Consultant is required to submit their financial quote in the table mentioned below:

Please note that this needs to be submitted along with technical proposal but as a separate document.

Sl	Particulars	Cost in INR (Excluding Taxes)
1	Lumpsum Project Cost	

The bidder must provide the detailed break-up of the proposed project cost in terms of resource cost, survey cost, etc. Payment will be as per Deliverables mentioned on page 23 of the RFP document.

Fraudulent or Corrupt Practices

It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, Consultants/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 Consultant, recommended for award, and/or its employees, sub-contractors, sub-Consultant, sub-vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- b. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/Consultant and/or its employees, subcontractors/sub-Consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract.
- c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and

"Fraudulent Practice", mean following:

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

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

Terms of Reference

For Selection of Agency for Concurrent Impact Assessment of Skill Training Program

1. Introduction:

The National Skill Development Corporation (NSDC) is a public private partnership under the ambit of 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 in this area by partnering with Training Partners (TPs), Sector Skill Sector Councils (SSCs).

2. Background:

Program evaluations help to understand outcomes and impact attributable to a program. They can facilitate decisions on scaling up interventions that work and scaling down those that do not. Evaluation studies are also important for decision makers to take a range of decisions regarding reducing inefficiencies and improving implementation of a program.

NSDC intends to select an agency to conduct an evaluation of the interventions under government/funded flagship skill development programs. The evaluation will focus on candidates at different stages of the skilling lifecycle, right from enrolment to placement. Baseline, concurrent or periodic and end-line surveys will be conducted. The evaluation is intended to aid decision makers in taking decisions regarding different types of skilling interventions being provided to target segments under the scheme.

Numerous types of evaluation methods are available for assessing an intervention. There are several evaluations that take a summative approach and measure outcomes of the program, but do not assess how the outcomes occurred. These evaluations are primarily quantitative and measure associations between inputs and outcomes using statistical methods. Traditional evaluations typically rely on control group comparisons, pre-post assessment methodologies, conducting baseline and end line assessment and measuring the outcome or impact of the program at its completion. One major limitation of this approach is that it cannot explain why certain outcomes occur. This limits the utility of the data for providing program feedback tools for decision makers to transform that knowledge into action for improving implementation and take course correction measures.

To address these challenges, there are several other approaches, such as formative evaluations, real-time evaluations, developmental evaluations and concurrent evaluations.

Concurrent evaluation design is an innovative evaluation strategy that synthesizes multiple evaluation methodologies, and which can be used to improve both implementation as well as outcomes and impact of a program. A concurrent evaluation is implemented at the same time as program implementation as a means to assess its progress. Thus, determining both how the program works and its benefits. To make necessary course corrections, data collection, analysis and reporting must take place during the program implementation period. There must be frequent feedback loops providing inputs to program implementers and decision-makers.

Concurrent evaluations use a mixed-method approach to provide actionable insights for improving program effectiveness and implementation. Additionally, they help in identifying required course corrections and changes in systems and processes to strengthen existing interventions.

3. Objective:

NSDC intends to select an agency to conduct a concurrent evaluation of the three types of interventions under the flagship skill training program – Short-Term Trainings (STT), Recognition of Prior Learning (RPL) and Special Projects (SP).

This proposed evaluation method will assess sectoral and cross-sectional performance of the skilling interventions across India, with respect to performance indicators related to access, equity, learning

outcomes, innovation, employability, innovation-based entrepreneurship etc. In addition, this study will evaluate relevance, efficiency and effectiveness of skill training program in a periodic manner.

Specific objectives include:

- i. Evaluating the extent to which the objectives of the program are achieved and its outcomes and impact.
- ii. Identifying constraints faced by training providers/ training centers and the extent to which achievements are affected by the constraints.
- iii. Identifying constraints faced by candidates and the extent to which the constraints affect achievements and perceived benefits.
- iv. Recommending specific measures to improve outcomes/ achievements of the program.
- v. Understanding impact of the program from the perspective of enterprises and wider society and economy.

4. Scope Of Work

4.1 Methodology:

Major intervention areas of the scheme include fresh skilling, reskilling, upskilling, formalization of prior learning, and targeted interventions requiring flexibility. The proposed concurrent evaluation will cover all the states/ UTs/ districts and training providers implementing the flagship skilling program.

The study will focus on evaluating impact of the program on the individual, and at the enterprise and society/ economy level. In order to attain the objectives, the evaluation proposes to cover both, the Training Centre (TC), to assess efficiency and performance of TCs, and candidate, to assess effectiveness and impact of the training program in terms of their perspective of the program, learning outcomes, innovation, employability, innovation-based entrepreneurship etc. Additionally, the study will assess the impact on employers/ enterprises of hiring individuals skilled under the program. It will also focus on impact at a societal level and on the wider labour market and economy.

In this context this framework proposes an evaluation strategy that synthesises multiple evaluation methodologies and which can be used to improve both implementation and outcomes, i.e., concurrent evaluation method. The evaluation method will be divided into three stages – Baseline, Midline and End line.

4.1.1 Evaluation framework:

Concurrent evaluation serves both objectives of evaluation – lesson-learning and accountability. A properly designed evaluation can answer the question of whether the program is working or not, and its impact, and hence assist in decisions about scaling up and strengthen accountability.

The proposed concurrent evaluation method will follow a quasi-experimental matching design using mixed research approach – quantitative and qualitative assessment along with in-depth research, analysis, and inquiry.

The quantitative assessment will be designed as a series of surveys to assess the outreach of skill training program and impact of the programme on the enhancement of skills. The qualitative part of this evaluation will be designed to cover the nature and scope of participatory evaluation, which will be implemented through concurrent qualitative data collection. Additionally, operations research and cost-effectiveness analysis will be carried out to provide additional evidence that help in reaching the intended goals of strengthening project performance during implementation. The entire evaluation framework will be designed based on criteria as per the OECD/DAC criteria and the United Nations Evaluation Group (UNEG) guidelines, as given in the below schematic.



- **Relevance:** *Is the skill training intervention doing the right things in respective state / district / sector?*
- **Coherence:** *How well does the intervention fit in respect of outreach and inclusion?*
- **Effectiveness:** *Is the intervention achieving the program objectives?*
- **Efficiency:** *How well are resources being used?*
- **Impact:** *What difference does the intervention make in terms of enhancing employability/ income /livelihood?*

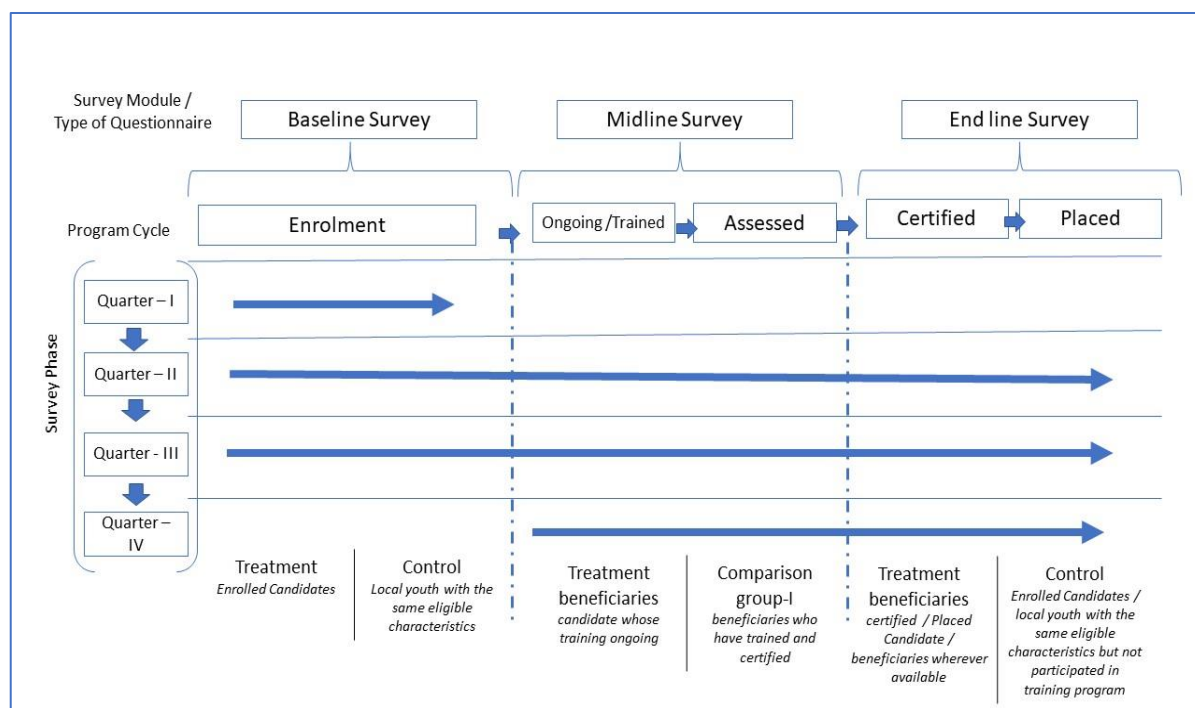
4.1.2 Sample and Analytical framework:

- i. The evaluation will cover all districts across all states/ UTs where the scheme is implemented through a systematic sample.
- ii. Sample of candidates will be selected using stratified sampling approach and sample will be distributed across skilling lifecycle i.e., enrollment/ training/ assessment/ certification/ placement.
- iii. A total sample of 5% of trained candidates will be selected from each district in each phase of survey (with a maximum of 600 candidates and a minimum of 40 candidates wherever available). However, a minimum of 4 samples (wherever available) will be selected from each identified sector where training has occurred. A higher sampling fraction is allotted to select beneficiaries where availability of beneficiaries is low.
- iv. The allotted number of beneficiaries in each stratum is selected independently. A systematic random sampling will be adopted for the selection of beneficiaries (like PPS or snowball sampling). To get the overall impact of the schemes in the district, weighted averages may work out.
- v. The methods will be adopted for impact analysis to consider observed changes in the income and the employment of the beneficiaries viz pre-post (before - and - after comparison).
 - Simple comparison (treatment and control group, i.e. between beneficiaries and non-beneficiaries or Certified / Placed Candidate / beneficiaries and initial Enrolled Candidates)
 - Difference in different (treatment and control group)
- vi. Apart from observing the changes in the outcomes of income and employment, demographic and qualitative information will also be collected from the beneficiaries to obtain the profiles of the beneficiaries covered and the changes if any.
- vii. Difference-in-difference (DD) method can be consider evaluating the impact that compares the changes in outcomes over time between the treatment group (i.e. beneficiaries /candidate whose training is ongoing/ completed) and the comparison group-I (beneficiaries who are trained and certified). Changes in income and employment pattern will also be observed with comparison group-II (those who have never received training under the scheme).
- viii. A valid comparison (control) group should have the same characteristics as the group of beneficiaries of the skill training program (treatment group), except that the units in the comparison group do not get benefit from the program. Comparison groups are used to estimate the counterfactual.
- ix. Other stakeholders to be covered in the primary research include Training Providers, Industry Associations and Employers, Academicians / Subject Matter Experts, Central and State Ministry Officials, DSDP, SSCs.

Indicative Sample Frame for the proposed study

Assessment Module	Target Group	Short Term Training	RPL	SP
Baseline	Treatment <i>Enrolled Candidate</i>			
	Control <i>local youth with the same eligible characteristics</i>			
Mid-line / Concurrent	Treatment beneficiaries <i>candidate whose training is ongoing/ completed</i>			
	Comparison group I <i>beneficiaries who are trained and certified</i>			
End-line / Concurrent	Treatment <i>Trained / certified Candidate / beneficiaries wherever available</i>			
	Control <i>Enrolled Candidate / local youth with the same eligible characteristics but not participated in training program</i>			

Concurrent Survey Framework



4.2 Indicative list of Key Areas of Enquiry:

Indicative areas of enquiry across various respondent groups (Candidates, Training providers/ TCs, Employers/ Enterprises, SSCs) are mentioned below:

Training Type	Indicative Broad Parameters	Quantitative	Qualitative
STT SP RPL	Training Capacity	1. Number of batches completed successfully; Average size of batch	1. Average assessment score
		2. Number/ share of candidates enrolled/ trained/ assessed/ certified	2. Share of candidates Trained – Marginalized groups
		3. Number/ share of reported placed/ share of wage employed	3. Share of candidate Reported Placed – Marginalized groups
		4. Number/ share of apprenticeships generated	4. Average Salary per month
		5. Number/ share of batches assessed	5. Quality of training
		6. Training conducted in how many sectors	6. Quality of trainers
		7. Training conducted in how many job roles	7. Quality of training equipment
		8. Job role wise target allocated to TP	8. Quality of placements
		9. Number of OJTs conducted	9. Availability of mentoring
	Gender Outcomes	1. Share of female candidates trained and placed	1. Average salary per month of female candidates
		2. Share of female candidates' wage employed	2. Awareness and perception of female candidates about training quality and its benefits.
	Outreach	1. No. of states/ districts covered by training provider	1. TC Type (PMKK / Non-PMKK)
	Operational parameters	1. Average % of candidate attendance	1. Trainer Qualification & Industry Experience
		2. Average % of trainer attendance	2.
	Infrastructure/ capacity	3. Total size of TC	3. Strength of industry connect
		4. Average seating capacity of TC	
	Digital Credibility	1. Availability of online/ digital channels for information and other services	1. Accessibility of timely and updated information
		2. Use of tech platforms and digital services in training delivery	2. Quality of online content
	Productivity impact	1. Increase in number of skilled workers hired by enterprises	1. Willingness to employers to pay skill premium
		2. No. of employers/ recruitment companies training provider/ TC engages with	1. Average wage / salary of placed candidates

INDICATIVE

	Social impact	1. Increase in employment opportunities	2. Increase and/or Diversification of Incomes
		3. Increase in entrepreneurial opportunities	4. Access to Livelihood Support Services and Market

4.3 Target Respondents:

In accordance with the objectives, this study would endeavor to address several areas of skill development through interaction with various stakeholders. Following is an indicative list of stakeholders:

1. Youth and Scheme's Beneficiaries
2. Household / Community / Society
3. Training Providers
4. Industry Associations and Employers
5. Academicians / Subject matter experts
6. Other Key Stakeholders (e.g., Central and State Ministry Officials, DSDP, SSC etc.)

5. Deliverables – Timeline – Payment Terms

SN	Deliverables	Submission Timeline#	Payment Milestone
1	Submission of Inception Report (e.g., <i>Research Methodology, Sampling Strategies for different stakeholder and Training Types, Finalization of Research Tools, Survey Mobilization Plan, Quality control Mechanism, Quantitative and Qualitative Analytical Framework</i>)	T+ One month	20% of the contract value
2	Submission of Baseline Report (<i>Finding from the Baseline Survey</i>)	T+ Three months+ Six months	10% of the contract value
3	Submission of Quarterly Progress Report* (<i>Finding from the quarterly Survey along with recommendation of strategic changes, course corrections for better implementation of the scheme and sector specific success story, best practices etc.</i>)	T+ Three months+ Six months+ Nine months+ Twelve months	40% of the contract value (10% for each phase)
4	Submission of End line Report* (e.g., <i>Finding from the end line Survey along with specific measures to improve outcomes/ achievements of the program, sector specific success story, best practices etc.</i>)	T+ Nine months + Twelve months	10% of the contract value
5	Submission of Final Report and Presentation based upon the report incorporating all the suggested changes from NSDC * (e.g., <i>Combination of all previous deliverables along with sectoral and cross-sectional performance of the skilling interventions across India, with respect to performance indicators related to access, equity, learning outcomes, innovation, employability, innovation-based entrepreneurship etc. In addition, the final</i>	T+ Fourteen months	20% of the contract value

	<i>report should comprise of the findings of the efficiency and effectiveness of skilling intervention from the periodic survey along with success story)</i>		
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*Reports must be as per satisfaction of Peer Review Group and NSDC

Time Frame can be revisited basis the geographic area covered during the program

6. Project Duration:

Survey will be conducted periodically across all states at regular intervals from inception of training program / scheme.

7. Team Composition:

The Consultant should provide a team of researchers to the assignment with expertise in designing and planning rigorous impact assessment/evaluation and process evaluations of complex social interventions. Following key technical experts will be required for the assignment:

The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The Consultancy Team shall consist of at least the following key personnel (the “Key Personnel”). The key personnel will comprise of core team and non-core team who shall discharge their respective responsibilities as specified below:

Key Personnel	Minimum Qualification	Responsibility
<i>Core Team (Expected to be deployed full time over the entire duration of the assignment and to be scored as a part of the bid evaluation)</i>		
Team Leader	S/he should have PhD /advanced degree in Economics / statistics / public policy / Social sciences from a reputed national or international university. Specific experience in formulation of M&E framework, impact, and process evaluation of public policy/large programs/skill development and educational outcome projects for at least 15 years is required.	S/He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Evaluation Study and be the single contact person throughout the duration of the Consultancy for the specific sector. S/He will be responsible for: <ul style="list-style-type: none"> ▪ Overall execution of the consultancy assignment. ▪ Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders. ▪ Ensure all deliverables and milestones are satisfactorily delivered. ▪ Provide insights from experience in social sector projects, PSU/Govt. work, large scale projects.
Deputy Team Leader	S/he should have PhD / Postgraduate /advanced degree in Economics / statistics / public policy / Social sciences from a reputed national or international university. Specific experience in formulation of M&E framework, impact and process evaluation of public policy/large programs/skill development and educational outcome projects for at least 12 years is required.	S/He will assist the Team lead in leading, coordinating and supervising the multidisciplinary team for preparation of the Evaluation Study. S/He will be responsible for: <ul style="list-style-type: none"> ▪ Leading day-to-day management of the team ▪ Project management of the project as per agreed activities, timelines and deliverables ▪ Communication related activities

Key Personnel	Minimum Qualification	Responsibility
		<ul style="list-style-type: none"> ▪ Defining the detailed work plan, and managing the team of consultants against the work plan ▪ Drive discussions with senior officials in the Govt at Centre and State level ▪ Working with the client project team and stakeholders ▪ Sending periodic updates, and highlighting challenges in project execution
Monitoring and Evaluation Expert	S/he should have <i>PhD /advanced degree in Economics / statistics / public policy / Social sciences</i> from a reputed national or international university. Specific experience in formulation of M&E framework, impact and process evaluation of public policy/large programs/skill development and educational outcome projects for at least 10 years is required.	S/He will be responsible for: <ul style="list-style-type: none"> ▪ Designing the overall study approach to synthesize sectoral analysis. ▪ Organizing and overseeing the use of qualitative and quantitative evaluation techniques ▪ Designing a meta-analysis plan based on the secondary data. ▪ Designing primary data collection tools like discussion guides for focus group discussions, agenda for in-depth interviews and candidate-level survey questionnaires and prepare a data analysis plan. ▪ Ensuring data quality of the primary data collected and the use of latest analytical tools for qualitative and quantitative data analysis
Statistician	<i>Postgraduate degree in Statistics, Economics, Econometrics, Mathematics or related field(s)</i> with more than 10 years of research experience.	S/He will be responsible for: <ul style="list-style-type: none"> ▪ Providing basic statistical rigor in developing methodology including sampling, questionnaires, data analysis from primary and secondary sources.
IT Specialist	<i>B.Tech/ B.E. or equivalent in Information Technology, Computer Applications OR Masters in Computer Applications</i> or related fields with minimum 7 years of relevant experience.	S/He will be responsible for: <ul style="list-style-type: none"> ▪ Providing database support, standardization etc. S/He will also review and assess application of IT for project implementation, M&E etc. ▪ Ensuring IT-based primary data collection, surveys etc. ▪ Providing analysis, insights and inputs focusing on the cross-sectional themes of use of IT/Technology in driving efficiency.
<i>Non-core Team (Expected to be deployed based on approach and methodology adopted for the assignment and requirements of the client, but not to be evaluated as a part of the bid)</i>		
Field Supervisor & Enumerators	Graduate with minimum 2-3 years' experience in data collection	<ul style="list-style-type: none"> ▪ Conduct interview and record complete data/information. ▪ Comply with requirements necessary for conducting the interview

DEFINITIONS:

1. 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.
2. 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:

- a) 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
- b) 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.
- c) 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>)
- d) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- e) For helpdesk, please contact Help Desk Nos. +91-124-4302033 / 36 / 37
- f) Participant are requested to email their issues to helpdesk at nsdcsupport@c1india.com. This will help serving the participant better
- g) The amendments/ clarifications to the tender, if any, will be posted on the NSDC e-Tendering Portal (<https://nsdc.eproc.in>)
- h) 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.
- i) It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Skill Development Corporation nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

**AGREEMENT
BETWEEN
NATIONAL SKILL DEVELOPMENT CORPORATION
AND
[]**

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

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

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

WHEREAS

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

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

1. Definition and Interpretation

- 1.1. In this Agreement, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires.
 - (a) “**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.
 - (b) “**Authority**” shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body

or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country.

- (c) **“Confidential Information”** includes the contents of this Agreement and all content created pursuant to this Agreement. It also includes, with respect to NSDC and the Service Provider any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, technical data, developments, intellectual property, ideas, know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, either Party pursuant to this Agreement, but excluding information which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the receiving Party of any of the provisions of this Agreement and includes any tangible or intangible non-public information that is marked or otherwise designated as ‘confidential’, ‘proprietary’, ‘restricted’, or with a similar designation by the disclosing Party at the time of its disclosure to the receiving Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure.
- (d) **“Force Majeure”** means an act of God, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder, of the Party concerned during the continuance and to the extent of such prevention, interruption or hindrance.
- (e) **“Intellectual Property”** or **“Intellectual Property Rights”** shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case in relation to the Services or any part thereof and which exist, or may exist, in any jurisdiction anywhere in the World.
- (f) **“Order”** shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Authority.

1.2. **Interpretation**

- (a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (b) Terms may be defined in clause 1 above, or elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.
- (c) Reference to this Agreement shall be deemed to include any amendments or modifications

to this Agreement, as the case may be.

- (d) References to the singular will include the plural
- (e) References to the word “include” shall be construed without limitation.

2. **Appointment of Service Provider**

- 2.1. Subject to the terms of this Agreement, NSDC appoints the Service Provider to provide the Services as enumerated in Schedule -I.
- 2.2. All services, functions or responsibilities which are reasonably necessary and required for the performance or provision of the Services shall be deemed to be included within the scope of work of the Service Provider.
- 2.3. Except as specifically excluded, all tools, and materials required by the Service Provider to perform its obligations under this Agreement shall be used by the Service Provider, at no extra cost to NSDC

3. **Consideration and Payment Terms**

- 3.1. In consideration of the Service Provider providing the Services (as specified in Schedule I) to NSDC, NSDC agrees to pay sufficient and valid consideration (“**Consideration**”) in accordance with the Payment Terms outlined in Schedule II.
- 3.2. The amounts shall be due upon receipt of an invoice by NSDC, and all undisputed invoices and charges shall be paid by NSDC within 30 (thirty) days of receiving such invoice from the Service Provider.
- 3.3. The Service Provider recognizes that payments are linked to, and dependent on the successful completion of Services, within timelines mentioned in this Agreement, and submission of all relevant deliverables sought under this Agreement.
- 3.4. All payments shall be made in INR.
- 3.5. All charges are exclusive of all applicable taxes that may be levied, imposed, charged or incurred. NSDC shall pay the consideration due under this Agreement (including taxes) after deducting any tax deductible at source, at the applicable rate. NSDC shall furnish a tax certificate evidencing payment of the tax deductible at source to the appropriate government entity or Authority on a timely basis.
- 3.6. All payments are inclusive of all out of pocket expenses. Except as provided under the Agreement, the Service Provider shall not be entitled to claim any out of the pocket expenses incurred pursuant to its performance of obligations under the Agreement.

4. **Term**

Notwithstanding the date hereof, this Agreement shall commence on the [] (“**Effective Date**”) and shall be valid for a period of [] years and shall come to an end on []

5. **Termination**

- 5.1. Either Party may terminate this Agreement by giving written notice of 15 (fifteen) days to the other in the event that:
 - (a) the other Party has committed a material breach of any of its obligations hereunder which cannot be remedied;
 - (b) the other Party has committed a material or repeated breach of any of its obligations

hereunder and has failed to remedy such breach (if the same is capable of remedy) within thirty (30) days of being required by written notice so to do;

- (c) the other Party goes into liquidation or bankruptcy (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that other Party's assets or if that other Party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that other Party or any similar occurrence under any jurisdiction affects that other Party; or
 - (d) the other Party ceases or threatens to cease to carry on business or is removed from the relevant register of companies, where applicable.
- 5.2. NSDC may terminate this Agreement, without assigning any reason by giving written notice of 30 (thirty) days
- 5.3. NSDC may terminate this Agreement immediately if NSDC determines that the Service Provider and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in Corrupt or Fraudulent practices in executing this Agreement. The terms "corrupt" and "fraudulent" are defined in Schedule III to this Agreement
- 5.4. Either Party's right to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under Applicable Law.

6. Consequences of Termination

- 6.1. Upon termination of this Agreement, any rights or authority granted by NSDC to the Service Provider under this Agreement shall terminate with immediate effect.
- 6.2. Within 7 (seven) business days after termination, upon the request of NSDC, Service Provider will return or destroy, at the option of NSDC, all Confidential Information of NSDC and all materials relating to work in progress of the Services.
- 6.3. Except where the Agreement is terminated pursuant to clause 5.3 (*Termination for Corrupt and Fraudulent Actions*), all charges or amounts payable for the completion of milestones already achieved, or services already availed, whether invoiced or not, subject to the Service Provider providing suitable invoices, outstanding upon the date of termination, shall be settled within 30 (thirty) days of such termination;
- 6.4. The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced in any manner.

7. Representation and Warranties

- 7.1. Each Party represents and warrants to the other Party that:
- (a) It has full power and authority to execute, deliver and perform this Agreement.
 - (b) It has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and
 - (c) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- 7.2. The Service Provider represents and warrants that
- (a) It possesses the necessary experience, expertise and ability to undertake and fulfil its

obligations under all phases involved in the performance of its obligations under the Agreement

- (b) All representations made by the Service Provider in the Bis Response is true and accurate
- (c) The Service Provider has read and understood NSDC Procurement Policy and specifically the policy on Fraud and Corrupt Practices (extracted portion in Schedule -III) and shall abide by the same.

8. Performance Guarantee

Within [21] ([]) days from date of signing of the Framework Agreement award, the Firm shall furnish to the Purchaser the performance security of 5% of contract value. The performance security shall be denominated in Indian Rupees and shall be in the form of an unconditional bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Purchaser, in the format provided by the Purchaser. The performance security will be returned to the Firm not later than []

9. Personnel

- 9.1. The Service Provider shall deploy personnel for providing the Service only after they have been screened, to ensure that they meet the minimum quality standards. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each Consultants key employees shall be described in Schedule IV. (“Key Employees”)
- 9.2. The Service Provider shall immediately terminate and replace a Key Employee who has a. breached any terms and conditions of this Agreement b. has committed a data breach c. is in anyway not in compliance with Applicable Law
- 9.3. NSDC shall have the right to interview any of the Key Employees engaged by the Consultant to ensure they are duly qualified to provision the Services.
- 9.4. In the event that any of the Key Employees resign, or cease to provide their services due to reasons beyond the control of the Consultant, the Consultant shall immediately replace such Key Employees, with equally competent resources, and ensure that a complete knowledge transfer, and all other processes required to maintain business continuity.
- 9.5. In the event that any Key Employee fails to meet the reasonable expectations of NSDC, NSDC may request a replacement and the Service Provider shall promptly replace, with a suitable and equivalent replacement.

10. Compliance with Laws

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

11. Intellectual Property Rights

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

- 11.2. The Service Provider also acknowledges and assigns to NSDC in perpetuity and exclusively, Intellectual Property Rights in any deliverables created under this Agreement, in the course of provision of the Services. This includes reports, tables, presentations, handbook developed specifically for NSDC in furtherance of providing Services under this Agreement.
- 11.3. NSDC acknowledges that the Intellectual Property Rights owned by Service Provider, independently as separate from providing Services under this agreement, including tools for provision of Services of this Agreement, including discussion notes, learning tools, format and similar materials developed by the Service Provider in the course of its business, shall belong to the Service Provider only.

12. Indemnification

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

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

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

13. Limitation of Liability

- 13.1. Neither Party shall be liable for any consequential, incidental, special, indirect, exemplary or punitive damages, or damages for any loss of profits, revenue or business, regardless of the nature of the claim, even if the other Party has been notified of the possibility of such damages.
- 13.2. The Service Provider or any of their employees or vendors shall not be liable to NSDC or any other person or entity for an amount of damages under this Agreement in excess of the amount of Consideration paid or payable for the applicable Services
- 13.3. The above limitations of liability and exclusions from liability set forth in this Clause 13 shall not apply (i) in cases of gross negligence or wilful misconduct; or (ii) to any liability arising out of fraudulent conduct

14. Use of Confidential Information

- 14.1. The Service Provider may be given access to Confidential Information from NSDC in order to perform its obligations under this agreement.
- 14.2. The Service Provider shall:
- (a) use the Confidential Information of NSDC only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of NSDC) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by NSDC;
 - (b) use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Service Provider exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Service Provider in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Service Provider has assumed in this Agreement with respect to the Confidential Information;

- (c) not, without the prior written consent of NSDC, disclose or otherwise make available NSDC's Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein;
 - (d) not copy or reproduce in any manner whatsoever the Confidential Information of NSDC or any part thereof without the prior written consent of NSDC, except where required for her own internal use in accordance with this Agreement; and
 - (e) promptly upon the request of NSDC, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of NSDC, destroy and confirm in writing the destruction of the Confidential Information;
- 14.3. The obligations of confidentiality contained in this Agreement are intended to survive the termination of this Agreement.

15. Force Majeure

- 15.1. Neither Party shall be liable for any failure or delay in performance of any obligation, under this Agreement to the extent such failure or delay is due to a Force Majeure event. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay.
- 15.2. If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure event as a result of which that Party is prevented from performing its obligation for more than thirty (30) days due to such Force Majeure Event ("Aggrieved Party"), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure event so long as the Force Majeure event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified.

16. Governing Law and Dispute Resolution

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

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

17. Miscellaneous

- 17.1. **Entire Agreement:** This Agreement, the Annexures and recitals hereto (which are hereby expressly incorporated herein by reference) constitutes the entire understanding between the Parties and supersedes all other discussions and understanding between the Parties.
- 17.2. **Assignment:** This Agreement and the rights and obligations herein may not be assigned by either Party without the written consent of the other Party.
- 17.3. **Amendments and Waivers:** This Agreement may be amended only with the written consent of both Parties. Any amendment or waiver effected in accordance with this Clause shall be binding upon both Parties.
- 17.4. **Delays or Omissions:** No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach of default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.
- 17.5. **No Partnership:** Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership or a joint venture between the Parties. Neither Party shall have any authority to bind the other Party in any manner whatsoever. This Agreement shall be construed to have been entered on a principal-to-principal basis.
- 17.6. **Notices:** Except as may be otherwise provided herein, all notices, requests, waivers and other communications (“Notices”) shall be deemed to be delivered as provided herein: (a) if delivered to the addressee (“Receiving Party”) by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery). The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

To NSDC:

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

To Service Provider:

□

- 17.7. **Severability:** The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.
- 17.8. **Survival:** The provisions of Clauses and such other provisions of this Agreement, which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement.
- 17.9. **Counterparts:** This Agreement may be executed in two (2) counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

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

NSDC By _____ Name: Title:	<input type="checkbox"/> By _____ Name: Title:
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SCHEDULE I

SERVICE DESCRIPTION

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

SCHEDULE -II

Sr. No	Activity	Timeline	Amount Payable

[Other relevant terms, including permissible deductions]

- 1.

Schedule -III- Fraudulent or Corrupt Practices

18. Section 6. NSDC Policy – Corrupt and Fraudulent Practices

1.2 It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, Consultants/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 Consultant, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub- vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- b. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;
- c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and "Fraudulent Practice", mean following:

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

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