

SELECTION OF OPERATING PARTNER FOR SETTING UP,  
OPERATION, MAINTENANCE & MANAGEMENT OF INDIAN  
INSTITUTE OF SKILLS (IIS) ON NOT FOR PROFIT PUBLIC  
PRIVATE PARTNERSHIP (N-PPP) MODE

---

---

REQUEST FOR PROPOSAL (RFP)

04 January 2018

RFP Submission Date: 05 March 2018

CONFIDENTIAL

Managing Director and Chief Executive Officer  
National Skill Development Corporation  
301, West Wing, Worldmark 1  
Aerocity, New Delhi - 110037  
Website: [www.nsdcindia.org](http://www.nsdcindia.org)  
Phone: 011-47451600  
Fax No: 011-46560417  
CIN: U85300DL2008NPL181612

## Contents

1. LETTER OF INVITATION .....	3
2. DEFINITIONS AND ACRONYMS .....	5
3. DISCLAIMER .....	6
4. SCHEDULE OF RFP PROCESS .....	8
5. INTRODUCTION .....	9
6. TERMS OF REFERENCE (TOR) .....	11
7. INSTRUCTIONS TO APPLICANTS .....	16
8. PROCESS OF SELECTION OF OPERATING PARTNER .....	28
9. CRITERIA FOR EVALUATION .....	31
10. ANNEXURE I: FORMATS OF RFP APPLICATIONS .....	37
Appendix I: Format of Proposal Declaration Letter.....	38
Appendix II: Details of Applicant .....	40
Appendix III: Power of attorney in favour of Authorized Signatory for signing of RFP application .....	42
Appendix IV: Format of write up on Understanding of Project and Suggestions .....	44
Appendix V: Format of Proposal Security.....	45
Appendix VI: Indicative Table of Contents for Detailed Project Report (DPR) .....	47

# 1. LETTER OF INVITATION

## **RFP Notice No: RFP/CS&NI/2018/0042**

Date: January 04, 2018

From:

National Skill Development Corporation

301, West Wing, Worldmark 1

Aerocity, New Delhi - 110037

To

### **All Prospective Applicants**

1. National Skill Development Corporation (NSDC) invites Proposals in response to this RFP from eligible professional agencies and business houses, industry bodies, and other organizations engaged either in the business of providing vocational skill training or in administering educational services, for the **“Setting up, Operation, Maintenance and Management of Indian Institute of Skills on N-PPP mode”**.
2. This Request For Proposal (RFP) is open to all eligible prospective Applicants.
3. Interested agencies with required qualification and experience may submit their RFP applications as per the prescribed formats specified in Annexure I of this document, along with details and supporting documents as specified therein.
4. Each Applicant should submit only one (1) Proposal for the project. Any Applicant which submits or participates in more than one Proposal for the Project would be disqualified.
5. NSDC reserves the right to modify, cancel, suspend or terminate any aspect of the RFP process at any time, for any reason, without giving prior notice and NSDC (including their officers, employees, consultants) will not be bound by this RFP.
6. NSDC shall be the sole judge with regard to terms and conditions of this RFP document.

7. A Contract will be signed with all qualified Applicant(s) selected as per the Process of Selection of Operating Partner specified in Section 8 under this RFP. The Contract will be as per the standard terms of NSDC.
8. NSDC reserves the right to accept or reject any or all Proposals, or to annul the empanelment process and reject all Proposals at any time prior to the award of Contract, without thereby incurring any liability or any obligation in any form to any affected Applicants on any grounds.
9. Interested Applicants must submit **‘Proposal for Setting up, Operation, Maintenance and Management of Indian Institute of Skills on N-PPP mode’** in a standard format as given in RFP. All Proposals must be accompanied by a **Proposal Security** as specified in this RFP. **The Proposal shall be submitted in hard copy (in original and copy), as well as soft copy in a sealed envelope at the address given below. The outer envelope shall bear the name of the addressee, submission address, RFP number, title of RFP and Applicant’s name. The Applicant shall super-scribe on the envelope “CONFIDENTIAL – DO NOT OPEN”.**

The Proposal must be submitted before **1700 hours IST of March 05, 2018.**

**Address for submission of Proposals:**

The Procurement Team  
National Skill Development Corporation,  
301, West Wing, Worldmark-1, Aerocity,  
New Delhi - 110037  
Website: [www.nsdcindia.org](http://www.nsdcindia.org)  
Email id: [procurement@nsdcindia.org](mailto:procurement@nsdcindia.org)  
Phone: 011-47451600  
Fax No: 011-46560417

For National Skill Development Corporation

**Manish Kumar**  
**MD & CEO**

## **2. DEFINITIONS AND ACRONYMS**

In this Request For Proposal document, unless the context otherwise requires, -

- a. “Applicant” means any legal entity submitting the Proposal to this RFP.
- b. “NSDC” means National Skill Development Corporation.
- c. “Contract” means the Contract signed by NSDC with the empaneled Applicant(s).
- d. “Day” means calendar day.
- e. “Proposal” means Eligibility Criteria Proposal and Technical Proposal submitted by the Applicant in accordance with the terms of this RFP.
- f. “Proposal Security” means the security, the details of which are provided in Section 7.5.3
- g. “RFP” means this Request For Proposal
- h. “Services” means the work to be performed by the contracted Applicant as per the terms of the RFP / Contract.
- i. “Terms of Reference” (TOR) means the document included in the RFP as Annexure II which broadly explains the concept of Indian Institute of Skills (IIS) and the roles and responsibilities of the various parties.

### 3. DISCLAIMER

- a. Though adequate care has been taken in the preparation of this Request For Proposal Document (RFP document), the applicant should satisfy himself/ herself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the issuing authority at below mentioned address. In case no such intimation is received, it shall be deemed that the applicant is satisfied that the document is complete in all respects.

The Procurement Team  
National Skill Development Corporation  
301, West Wing, Worldmark 1  
Aerocity, New Delhi - 110037  
Website: [www.nsdcindia.org](http://www.nsdcindia.org)  
Email: [procurement@nsdcindia.org](mailto:procurement@nsdcindia.org)  
Phone: 011-47451600  
Fax No: 011-46560417

- b. Neither NSDC nor their employees nor consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document. Each prospective applicant should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate source before submission of this RFP.
- c. Neither NSDC nor their employees or consultants will have any liability to any prospective applicant or any other person under any laws of the land, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document.
- d. NSDC reserves the right to reject any or all of the Proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. NSDC also reserves the right to hold, or withdraw or cancel the process at any stage under intimation to the applicants who submit the RFP.
- e. NSDC also reserves the right to modify or amend or add to any or all of the provisions of this RFP document or cancel the present Invitation and call for fresh Invitations.

- f. Neither NSDC nor their employees or consultants will have any liability in case of non-receipt of any correspondence from them to the Applicants due to the postal/electronic communication delays.
- g. If any information provided by the applicant in the Proposal or any information provided by the applicant in response to any subsequent query by NSDC, is found to be incorrect or is a material misrepresentation/suppression/concealment of facts, then the application will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of NSDC and if NSDC is adequately satisfied.
- h. In case the due date of application is holiday declared by State or Central Government, the next working day will become the due date for submission of application.
- i. Applicants should obtain all necessary clearances for participating in the RFP process prior to submitting their application and should ensure that they are eligible to participate in this RFP process.
- j. The application process with respect to this RFP (the “Application Process”) shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this RFP and the said application process.
- k. The applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during and subsequent to the Application Process. NSDC shall reject an application without being liable in any manner whatsoever to the applicant, if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, or where the conduct is not observed in letter and spirit and been *ultra vires* in the Application Process.
- l. Fraud and Corruption – As per F & C section of Approved Procurement Guidelines of NSDC.

## 4. SCHEDULE OF RFP PROCESS

The indicative timelines of the Request For Proposal process are mentioned in the table below.

<b>Activity</b>	<b>Scheduled date</b>
Issue of RFP document	04 January 2018
Date of opening of Proposals received	As and when received
RFP submission	Open ended: on all working days between 1000 and 1700 hours until 1700 hours on <b>05 March 2018</b>
Last date for RFP submission	1700 hours on <b>05 March 2018</b>



## 5. INTRODUCTION

The National Skill Development Corporation (NSDC) is a one of its kind, not-for-profit Public Private Partnership (N-PPP) company set up as part of the governments' coordinated action in the skills space. NSDC operates in partnership with the Ministry of Skill Development & Entrepreneurship (MSDE) with a mandate to enhance, support and coordinate private sector initiatives for skill development, mainly by fostering private sector initiatives in this area. NSDC supports training providers by enabling and supporting their skill development initiatives through financial and non-financial support. With a training partner network of over 300 affiliates, 40 industry-led Sector Skill Councils and various enabling systems and programs, NSDC is a major contributor to the Government's Skill India mission.

The Skill development training eco system has exhibited impressive growth over last few years in terms of generating institutional capability to deliver and implement national flagship schemes using improved methodology and new measures in different processes. Effectiveness, quality and outcomes of schemes have been given special emphasis to ensure considerable improvement in the existing initiatives and to demonstrate new ideas and innovations in conceptualizing and exploring setting up modern and world class skill training institutions with technology based training gadgets in active collaborations with industry covering entire bandwidth of industry sectors.

While these efforts augur well for the skill eco system, the basic functional design and orientation of existing skill training institutions, which were established during 1960s, have remained substantively the same and, in particular, lacks modern training methodologies to impart skill training with latest innovative and technological platforms in collaboration with industry leaders. To address this infrastructure challenge faced by the Skill development ecosystem and to promote further explosive growth of the Indian Skills sector overall, new measures have been initiated by the Government of India to establish state of the art training institutions called **Indian Institutes of Skill (IISs)** in different parts of the country on a Not-for-profit Public Private Partnership (N-PPP) basis.

The IISs are conceptualized with an objective to provide advanced skills in highly specialized areas - for example defence, aerospace, oil & gas and other emerging businesses domains to name a few - to develop highly skilled technical manpower to meet the demands of organizations that are currently operating and are likely to set up their production/manufacturing & business facilities in India. IISs would provide industry responsive vocational training to the youth and extend world

class training facilities. They are expected to emerge as premier training institutions in the country and make vocational training aspirational for the youth.

It has been envisaged to enable greater private sector participation in establishing these multiple Indian Institute of Skills (IISs) in different parts of country. To enable this, the government is looking to employ Not-for-profit Public Private Partnership (N-PPP) model of “public-private partnership”. The partners in setting up the IISs would be the National Skill Development Corporation (NSDC) and private players representing the industry, who are selected as the Operating Partner through this RFP process.

## **6. TERMS OF REFERENCE (TOR)**

### **6.1 Objective**

The main objective of establishing IISs is to set up a model of education:

- a. which can deliver outstanding technical and vocational learning in various domains,
- b. which raises aspirations, develops skills and changes lives,
- c. and produce best-in-class skilled human resources that effectively harness India's demographic dividend

### **6.2 Nature of IIS**

Multiple IISs would be set up in various locations across the country through active and significant contribution from the private sector in terms of fund and functionalities by bringing out best skill training practices.

The IISs are conceived as flagship institutions with high impact having the following characteristics:

- a. Autonomous, not-for-profit, self-sustaining, market -led technical and vocational education institution
- b. Contribute significantly to the global competitiveness of key sectors of the Indian economy and industry by providing highly skilled manpower
- c. Focused on applied research and education in the Skilling Ecosystem
- d. Managed by professionals from the area of academics and technical domain

### **6.3 Scope**

Broadly the Scope of work includes but not limited to:

- a. Preparation of Feasibility report of the proposed IIS
- b. Preparation of Detailed Project Report (DPR) for setting up the proposed IIS
- c. Setting up of IIS within stipulated timelines as per the contract
- d. Operations and Maintenance of IIS as per the Terms of Reference (ToR) defined in this Section 6

### **6.4 Curriculum**

- a. Each IIS would have complete autonomy to develop its own vocational programmes including curricula, new courses and method of assessment. It will conduct examinations and grant Diplomas and other distinctions as relevant and emerging in field of skill / vocational training. The assessment for the students may be done by external agency – which could be national or international. The certification body will be as per Government of India norms.
- b. IISs will have common elements in the curriculum, which will be designed to meet the student aspirations and the industry requirements:
- c. Every Institute shall perform to impart skill and knowledge in short term skilling programs, long term skilling programs & entrepreneurship domains for the advancement of learning and dissemination of knowledge in Skill domain and allied fields.
- d. Curriculum shall include a set of domain courses which will give breadth to the students. Specific areas would depend on the domains chosen by the specific IIS
- e. Admissions to every program of skill training in each Institute shall be based on merit assessed through transparent and reasonable criteria disclosed through its curriculum / prospectus, prior to the commencement of the process of admission by such Institute.
- f. IIS activities will include collaboration or association with any other Institutes, educational / world class skill / vocational institutions, research organizations, body corporates or financial organizations at national or global level.

#### 6.5 **Faculty**

- a. The availability of best-in-class faculty is critical to the success of the IIS initiative. There is a need to provide a quality-oriented environment, sustainable faculty development initiatives and market driven compensation to attract and retain good faculty.
- b. Creating the faculty pool for the IISs will require a systematic approach. In the short-term, a seed pool of highly qualified faculty should be established in each IIS. One of the key responsibilities of this seed faculty will be to further develop a pool of faculty both organically (through Training of Trainers and Faculty) and inorganically (attracting other faculty to join the IISs).
- c. To leverage the current interest among foreign universities/vocational institutions, IISs could enter into formal collaborations with premier technical and vocational institutions in India and overseas.
- d. Another important element of the short-term measures for faculty development will be to encourage the corporate partners for each institute to depute experienced professionals from each firm as faculty to the IIS for an extended period

#### 6.6 **Infrastructure**

- a. Land: Given the importance of the location towards the success of the IISs, it is important that the location for each IIS is a well-thought decision arrived at by a careful consideration of all factors and criteria. MSDE would consult with the concerned Government and the concerned Government would identify and provide access to parcel of land, without transferring any ownership, right, title and/or interest to the private entity, for a limited period of time to IISs. MSDE, NSDC or concerned Government cannot guarantee the access to land however they will make all efforts to facilitate. The ownership of the land shall always remain with the concerned Government and access to the parcel of land will be provided in accordance with the concerned State Laws. No right, title or interest in or upon the said parcels of land, will be passed to any private sector participant. The access to the use of land shall be only for the purpose of setting up, operation, maintenance, functioning, management and running a Not-for-profit Public Private Partnership (N-PPP) institution engaged in delivery of skilled vocational education. The parcel of land would be located where there is great demand for technical and vocational education and is in close proximity to industry. This will facilitate career contacts and provide industrial workers better opportunities to attend the institutions to upgrade their skills and knowledge from the training programs. The area of land should be sufficient for the proposed IISs and have access to basic amenities and facilities. The final choice, allocation and priority of the location shall be decided by MSDE.
- b. The facilities (civil & training infrastructure & functional) as designed for each of the IISs shall have capacity to deliver skill / vocational training in at least 10 emerging sectors as per industry requirement with due recognition of skill in terms of certification and confer of degree/ diploma in long term, short term and entrepreneurship domains.
- c. The overall physical and training infrastructure including functional capability of proposed IISs should match the best in the world. It should be at par with international standards like prestigious institutions of ITE, Singapore and other advanced & large scale vocational institutions in Germany, Switzerland, Japan, etc. It should be designed to imbibe best training practices using modern and latest training gadgets and methodologies like simulators, Virtual reality concepts etc.
- d. There will be a very favorable faculty to student and machine to student ratios in an IIS. Broadly, the IIS should be equipped with all essential facilities required to provide competency based training - basic training center, job production center, quality assurance center, technical counseling center, mobilization cell, research & incubation center, mind and body healing center, recreation center, hostels, canteen, books store, auditorium, curriculum and content development center,

apprenticeship/OJT cell, placement cell, entrepreneurship development center, digitized learning systems among others.

## 6.7 Governance Structure of IIS

Defining the proper governance structure of IIS will be critical in ensuring efficient and transparent decision making towards meeting its objectives. It is proposed that IIS will have an innovative governance structure which allows it to function with autonomy, flexibility and transparency. Autonomy will enable the IIS to take responsibility for its development and promote accountability and responsibility in the institute's stakeholders; flexibility will enable the IIS to meet the rapidly changing needs of industry; and transparency is required to satisfy the multiple stakeholders involved in each IIS that their interests are not being compromised. The proposed governance structure should also be aligned with the current policy and regulatory framework.

- a. The Apex body for managing each IIS would be the IIS Governing Council (or Board). The IIS Governing Council will be completely empowered. Approvals for budgets, purchases, capital and operational expenditure, faculty salaries, recruitment norms, etc. will be within the powers of this Board.
- b. The IIS Governing Council should be of a size as may be agreed between MSDE, NSDC and the private sector participant. It should allow representation of a diverse cross-section, consistent with the objectives of the relevant IIS. Governing Council will have representatives of participating companies that are making a significant contribution/commitment, Industry Association(s), eminent academicians and researchers and representatives from Government(s).
- c. Each Governing Council could be further supported & assisted by a subordinate Skills Council or Academic Council which would be responsible to ensure that the IIS follows an academic rigor.
- d. An independent Review Committee will be appointed by the stakeholders (MSDE, NSDC and Private Partners) every ten years or less to do a comprehensive and independent review of all aspects of the functioning of the institution. The members of this committee will be appointed on the basis of a consensus amongst the parties. The results of the review will be published in the public domain including the website of the institute.
- e. Additionally, there will be the Council of IISs to provide a formal “pan-IIS structure”. The Council of IISs is not intended to be a regulatory or coordinating body. Instead the main purpose of the Council of IISs will be to provide leadership and leverage synergies across the multiple IISs. The Council of IISs will also not invest in any individual IIS.

- f. Some key responsibilities of the Council of IISs would include being a Custodian of the IIS brand that should stand for best-in-class vocational education; promote the IIS brand both domestically and internationally; provide a platform for each IIS to leverage best practices from each other; coordinate common efforts like faculty development, student admission processes and so on.

## 6.7 **Financial Model**

- a. The private partner of the IIS is responsible for the setting up, operation, maintenance and management of the IIS, including specifically any financing requirement for ongoing operation of the IIS
- b. Fee: In order to ensure that the IIS charges reasonable and affordable fees from its students, the fee structure would be decided by an independent third-party agency to be set up in line with standard norms and practices as followed in similarly placed skill / education institutions under PPP. Such agency would be selected as per the mutual understanding between the MSDE, NSDC and the private sector participant. The fee structure may get revised with changing market scenario, at the sole discretion of the independent agency so set up.
- c. Upfront Funding Commitment: In order to attract more committed and serious industry players, a mechanism shall be created to deposit a fixed sum of money (“Commitment Fund”) in the National Skill Development Fund (NSDF) by the interested private players that shall be designed to eventually add up with the total investment likely to be incurred by private players on finalization of project. Details of this Commitment Fund are outlined in Section 8.

## 7. INSTRUCTIONS TO APPLICANTS

### 7.1 General

- 7.1.1 MSDE has authorized National Skill Development Corporation (NSDC), a Public Private Partnership under the ambit of MSDE, to carry out selection and evaluation of bidder for the IIS.
- 7.1.2 NSDC will select Applicants in accordance with the Process of Selection specified in Section 8 and other applicable terms of the RFP document.
- 7.1.3 Applicants shall bear all costs associated with the preparation and submission of their Proposals.
- 7.1.4 NSDC is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to awarding of the Contract, without incurring any liability to the Applicants.

### 7.2 Proposal Validity

- 7.2.1 The Applicants' Proposals will remain valid for 120 days from the last date for submission of Proposals as specified in the RFP Schedule. During this period, the Applicants shall maintain the availability of their authorized representatives nominated in the Proposal. NSDC will make its best effort to complete the selection process within this period.
- 7.2.2 In case of need, NSDC may request the Applicant to extend the validity period of their Proposal. Applicant shall have the right to refuse to extend the validity period of its Proposal without forfeiting its Proposal Security. An Applicant agreeing to the request will not be required or permitted to modify its Proposal, but will be required to extend the validity of its Proposal Security for the period of the extension.

### 7.3 Clarifications and Amendments

- 7.3.1 The Applicant(s) are required to email their queries, if any, to [procurement@nsdcindia.org](mailto:procurement@nsdcindia.org)
- 7.3.2 At any time before the last date and time for submission of Proposals as specified in the RFP Schedule, NSDC may, whether at its own initiative, or in response to a clarification requested by the Applicant(s), amend the RFP by issuing an addendum. The addendum shall be published on NSDC website ([www.nsdcindia.org](http://www.nsdcindia.org)), and the addendum will be binding on all the Applicants. The Applicants are advised to visit the website on a regular basis. To give the Applicants reasonable time in which to take an amendment into account



in their Proposals, NSDC may at its discretion, if the amendment is substantial, extend the deadline for the Proposal submission. NSDC will not be liable for any effect on the Applicant's Proposal or its evaluation, if the Applicant does not read addendum(s) or related communication on NSDC's website.

#### **7.4 Preparation of the Proposal**

7.4.1 Applicant's Proposal will consist of following two (2) components:

- a. Eligibility Criteria proposal
- b. Technical proposal

7.4.2 The Proposal as well as all related correspondence exchanged by the Applicant and NSDC, shall be in English. All reports or documents or any material prepared by the Applicant post awarding of the Contract, unless provided otherwise by NSDC, shall also be in English.

7.4.3 **All amounts, wherever required to be furnished, shall be in Indian Rupees (INR) in Crores.**

#### **7.5 The Proposal**

##### **7.5.1 Proposal Format**

The Proposal shall be page numbered, indexed, properly bound. Each page of the Proposal must be stamped and signed by the authorized signatory of the Applicant.

##### **7.5.2 Proposal Content**

The Proposal shall also contain information indicated in the following paragraphs (i) to (ii) as per the Standard Formats and Forms given in Appendix I of Annexure I. Following information must be provided by the Applicant:

- i. A brief description of the Applicant organization
- ii. Outline of recent experience of the Applicant on assignments of a similar nature. Information should be provided only for those assignments for which the Applicant was legally contracted as a legal entity or as one of the major participating firms within a consortium/joint venture. In such cases, the consortium/ joint venture Contract/agreement shall be submitted. Assignments completed by individual experts working privately or through other firms cannot be claimed as the experience of the Applicant. Applicant should be prepared to

substantiate the claimed experience, if so requested by NSDC. NSDC may ask for supplementary information, as and when required, for evaluating the Proposal of the Applicant, and reserves the right to reject the Proposal at any point of time if NSDC does not get a satisfactory response from the Applicant.

### 7.5.3 **Proposal Security**

- i. The Applicant shall furnish, as part of its Proposal, a Proposal Security for an amount of **Rs. 50,00,000 (Rupees Fifty Lakhs only)**.
- ii. The proposal security shall remain valid for a period of **sixty (60) days** beyond the validity period for the Proposal.
- iii. The Proposal Security shall be denominated in Indian Rupees, and shall be in the form of a bank guarantee issued by a nationalized/scheduled bank in India. The format of the bank guarantee shall be in accordance with the form of Proposal Security included in Appendix VIII of Annexure I.
- iv. Any Proposal not accompanied by an acceptable Proposal Security shall be rejected by the NSDC as non-responsive.
- v. The proposal securities of unsuccessful Applicants will be returned as promptly as possible, but not later than 28 days after the expiration of the period of proposal validity.
- vi. The Proposal Security of the successful Applicants will be added to the overall Capital Expenditure when the Applicant has signed the Contract.
  - i. The Proposal Security may be forfeited
    - if the Applicant withdraws its Proposal; or
    - if the Applicant fails within the specified time limit to Sign the Contract

### 7.6 **Submission, Receipt and Opening of Proposals**

- 7.6.1 The RFP is open ended for all bidders for as long as it appears in the NSDC website, or the last date for submission of RFP as specified in Section 4, whichever is the earliest of the two. However, the evaluation of proposals received will be done on first come first serve basis as and when received.
- 7.6.2 Proposals are to be submitted in two (2) sets of hard copies **along with Proposal Security of Rupees Fifty (50) Lakhs**. The Proposal shall be marked “**ORIGINAL**” and “**COPY**” as appropriate. If there are discrepancies between the ORIGINAL and the COPY of the Proposal, the ORIGINAL shall govern. NSDC may also reject such Proposal at its sole discretion.

- 7.6.3 The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Applicant, and any such corrections, interlineations or overwriting must be stamped and initialled by the authorized signatory of the Applicant.
- 7.6.4 The authorized signatory of the Applicant shall initial all pages of the Proposal. All initials and signatures should be along with stamp of the Applicant.
- 7.6.5 The Applicant shall also submit soft copy (PDF format) of the Proposal and supporting documentation in a single pen drive. The soft copy SHOULD NOT be submitted in a CD form. The Applicant must ensure that the soft copy of the Proposal and supporting documentation provided is not encrypted or password protected.
- 7.6.6 The ORIGINAL and the COPY of the Proposal, along with the soft copy shall be sent to NSDC **in a sealed envelope at the address given below. The outer envelope shall bear the name of the addressee, submission address, RFP number, title of RFP and Applicant's name. The Applicant shall super-scribe on the envelope "CONFIDENTIAL – DO NOT OPEN"**.
- 7.6.7 The Proposal must be submitted before **1700 hours IST on 05 March 2018** at the following address:
- The Procurement Team  
National Skill Development Corporation,  
301, West Wing, Worldmark-1, Aerocity,  
New Delhi - 110037  
Website: [www.nsdcindia.org](http://www.nsdcindia.org)  
Email id: procurement@nsdcindia.org  
Phone: 011-47451600  
Fax No: 011-46560417
- 7.6.8 Submission of RFP application by fax, email or other electronic means (except as provided at Clause 7.6.5 above) will not be accepted. It is the responsibility of the interested agency alone to ensure that its RFP is delivered at prescribed address within the stated timeline.
- 7.6.9 Modification/substitution/withdrawal of Proposals: The Applicant cannot modify, substitute, or withdraw its Proposal after submission to NSDC. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the submission of Proposal to NSDC shall be disregarded/ disqualified or rejected. However, if at any point NSDC at its own discretion issues an amendment to conditions of RFP, any proposal rejected at an earlier stage has right to reapply

## 7.7 **Terms and Conditions**

### 7.8.1 **Compliance with Laws**

- a. The Applicant shall undertake to observe, adhere to, comply with and notify NSDC about all laws in force or as are made applicable in future, pertaining to or applicable to the Applicant, its business, employees or its obligations towards employees and all purposes of this document and shall indemnify, keep indemnified, hold harmless, defend and protect NSDC and its directors/ employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- b. The Applicant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc. as may be necessary or required for any of the purposes of providing the Services or for the conduct of its own business under any applicable law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the empanelment, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NSDC and its directors/employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

#### 7.8.2 **Assignment and Sub-contracting**

The Applicant agrees that the Applicant shall not be entitled to assign / sub-contract any or all of its rights and / or obligations under this document and subsequent Contract to any one including Applicant's affiliate without the prior written consent of NSDC.

#### 7.8.3 **Disputes Resolution**

a. Amicable Resolution: If any dispute arises in relation to or in connection with this Agreement including in respect of the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, and including the questions as to whether the termination of this Agreement by one Party has been legitimately arising out of this Agreement ( "**Dispute**") between the Parties ("**Disputing Parties**"), the Disputing Parties shall attempt to first resolve such dispute or claim through discussions between authorised representatives of the Disputing Parties.

b. Arbitration: If the Parties are unable to resolve any Dispute by mutual agreement within a period of 30 (thirty) days from the date the Dispute arose, then pursuant to a written intimation given by a Party to the other Party of a notice invoking this Clause, such Dispute shall be referred to and finally settled by binding arbitration as set forth below:

Each Dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of 3 (three) arbitrators, in accordance with the following provisions:

- (i) where the Parties agree that the Dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within 30 (thirty) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Indian Council of Arbitration for a list of not fewer than 5 (five) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in Dispute. If the last remaining nominee has not been determined in this manner within 60 (sixty) days of the date of the list, Indian Council of Arbitration shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in Dispute;
  
- (ii) Where the Parties agree that the Dispute concerns a non-technical matter, each Party shall appoint 1 (one) arbitrator, and these 2 (two) arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within 30 (thirty) days after the latter of the 2 (two) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary, Indian Council of Arbitration;
  
- (iii) if, in a Dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within 30 (thirty) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Indian Council of Arbitration to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that Dispute;

- 7.8.3.1 The arbitration proceedings shall be conducted in accordance with the provisions the Arbitration and Conciliation Act, 1996 (“Arbitration Act);
- 7.8.3.2 The arbitration proceedings shall be conducted in English and the seat of arbitration shall be in New Delhi, India;
- 7.8.3.3 The Parties shall equally bear the costs of arbitration unless the arbitrator decides otherwise;

- 7.8.3.4 The award rendered by the arbitrator or the arbitral tribunal shall be final and binding on all the Parties;
- 7.8.3.5 The existence of the Dispute or the initiation or continuance of any arbitration proceedings referred to above will not delay or postpone the performance of the undisputed obligations of the Parties; and
- 7.8.3.6 The Parties in Dispute and the arbitrator shall not disclose the existence, content, or results of any Dispute hereunder without the prior written consent of the remaining Parties in Dispute.

#### 7.8.4 **Representations and Warranties**

- a. The Applicant further warrants that they are under no obligation or restriction, nor shall they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this RFP or Contract.
- b. The Applicant represents that it is duly incorporated, validly exists under applicable Law.
- c. The Applicant represents that it has the right and authority to enter into Contract and perform its obligations there under. The execution, delivery and performance of terms and conditions under Contracts by Applicant and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of Applicant is necessary to authorize the execution, delivery and performance under Contract.
- d. The Applicant represents that the submission of responses to this document, execution, delivery and performance under the Contract entered in case the Applicant is selected:
  - i. Shall not violate or contravene any provision of its documents of incorporation;
  - ii. Shall not violate or contravene any law, statute, rule, regulation, licensing requirement, order, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, entity or authority by which it is bound or by which any of its properties or assets are bound;
  - iii. To the best of its knowledge, after reasonable investigation, no representation or warranty by the Applicant, and no document furnished or to be furnished to NSDC, or in connection herewith or with the transactions contemplated

hereby, contains or shall contain any untrue or misleading statement or omits or shall omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which it is made. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the Applicant and which have not been disclosed, having a direct impact on the transactions contemplated hereunder.

#### 7.8.5 **Right to Change**

NSDC reserves its right to change any of the terms & conditions at the time of execution of Contract with the Applicant.

#### 7.8.6 **Other Standard Terms of the Contract**

The selected Applicant has been referred as “Service Provider” in this entire sub-clause 7.8.6

**(a) REPRESENTATIONS AND WARRANTIES:** Service Provider represents and warrants that: (i) it has the full power to enter into the Contract and to perform its obligations under the Contract; (ii) Service Provider’s Services conforms to RFP, NSDC’s specifications and Service Provider’s Proposal (iii) it is familiar with and is in full compliance with the anti-corruption laws in India including but not limited to the Prevention of Corruption Act, 1988 (“**PCA**”), Indian Penal Code, 1860 (“**IPC**”) and any other anti-corruption laws and their respective purposes, including its prohibition against bribery, corrupt payment, offer, promise, or authorization of any payment or transfer of anything of value, directly or indirectly, to any government official or employee (including employees of government-owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office.; (iv) it will not use or disclose any information that may identify an individual ("Personal Data") that is processed for or on behalf of NSDC; (v) only to the extent that Service Provider actually processes Personal Data it will: (A) implement and maintain appropriate technical and organizational measures and other protections for Personal Data (including, without limitation, not loading Personal Data provided to Service Provider on (a) any laptop computers or (b) any portable storage media that can be removed from Service Provider's premises unless in each case such data has been encrypted and such data is loaded onto portable storage media solely for the purpose of

moving such data to off-site storage, (B) report to NSDC any breaches of security of Personal Data immediately after discovery (“Security Incident”), (C) cooperate fully with NSDC in investigating any Security Incidents, (D) cooperate fully with NSDC's requests for access to, correction of, and destruction of Personal Data in Service Provider's possession, (E) comply with all instructions or other requirements provided or issued by NSDC from time to time relating to Personal Data, and (F) permit NSDC and/or its duly authorized representatives, on reasonable prior notice, to inspect and audit Service Provider's business premises and computer systems to enable NSDC to verify that Service Provider is in full compliance with its processing obligations under the Contract; (vi) it will not transfer Personal Data across any country border unless it is (a) strictly unavoidable for the proper performance under the Contract, and (b) notified to NSDC in writing prior to any such transfer. Upon NSDC's request, Service Provider shall enter into such other arrangements with NSDC as NSDC considers appropriate in order to ensure that Service Provider's transfers are lawful; and (vii) it will not provide NSDC with Personal Data of any third party or its own employees. Notwithstanding the foregoing, if Service Provider does provide NSDC with any Personal Data, Service Provider represents and warrants that it has obtained the necessary consent to provide that Personal Data to NSDC and to allow NSDC to use, disclose, and transmit such Personal Data on a worldwide basis among NSDC and its affiliates in connection with the Contract.

**(b) NO PARTNERSHIP OR EMPLOYEE RELATIONSHIP:**

- (i) Independent Contractors: Nothing in the Contract is intended, or shall be construed, to create a partnership, joint venture, principal-agent or employer-employee relationship between the parties. Except as otherwise expressly stated in the Contract, Service Provider has no authority to act on behalf of or to enter into any contract, incur any liability, or make any representation on behalf of NSDC.
- (ii) Performance of Work: Except as otherwise expressly stated in the Contract, Service Provider will secure all licenses and permits, and supply all tools and equipment, necessary to perform the Services.
- (iii) No Employee Relationship: Service Provider will not be entitled to any of the benefits that NSDC may make available to its employees including, but not limited to group health or life insurance, or retirement benefits.
- (iv) Service Provider's Obligations Flowing from Payments It Makes: Service Provider is solely responsible for all taxes and withholdings, severance and redundancy pay, benefits (including, without limitation, vacation, sick leave, holidays, pension or profit sharing contributions, stock options, etc.), and other similar obligations, whether



statutory or otherwise, with respect to payments made by Service Provider relating to the performance of all its obligations and its receipt of fees from any source.

- (v) Indemnification: In addition to any other indemnity obligations, Service Provider will defend, indemnify, and hold NSDC harmless from any and all claims made by any person or any entity on account of an alleged failure to satisfy any obligation specified at (iii) and (iv) above.

**(c) ASSIGNMENT AND SUB-CONTRACTING:**

- (i) Service Provider shall not assign any of its rights or delegate any of its obligations under the Contract without NSDC's prior written consent. NSDC may, at its option, void any attempted assignment or delegation undertaken without NSDC's prior written consent.
- (ii) Service Provider shall not subcontract any of its rights or obligations under the Contract without NSDC's prior written consent. If NSDC consents to the use of a Subcontractor, Service Provider will: (a) guarantee and will remain liable for the performance of all subcontracted obligations; (b) indemnify NSDC for all damages and costs of any kind incurred by NSDC or any third party and caused by the acts and omissions of Service Provider's Subcontractors and (c) make all payments to its Subcontractors. Service Provider will defend, indemnify and hold NSDC harmless for all damages and costs of any kind, without limitation, incurred by NSDC and caused by Service Provider's failure to pay a Subcontractor.
- (iii) To the extent allowed by applicable law, no person who is not a party to Contract shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

**(d) TERMINATION:**

- (i) NSDC may terminate the Contract immediately by delivering written notice to the Service Provider upon the occurrence of any of the following events: (a) a receiver is appointed for the Service Provider or its property; (b) the Service Provider makes a general assignment for the benefit of its creditors; (c) the Service Provider commences, or has commenced against it, proceedings under any bankruptcy or insolvency law, if such proceedings are not dismissed within 60 days; or (d) the Service Provider is liquidating, dissolving, or ceasing to do business in the ordinary course.
- (ii) NSDC may immediately terminate the Contract upon written notice to the Service Provider if there is a change in ownership in any manner of Service Provider.

- (iii) NSDC may terminate the Contract immediately for the breach of any term of the Contract which is not cured by the Service Provider within 30 days of receipt of notice of the breach from NSDC.
- (iv) NSDC may terminate the Contract any time without assigning any reason by giving 120 days of written notice to the Service Provider.

**(e) INDEMNIFICATION:**

- (i) Service Provider shall defend, indemnify and hold NSDC harmless from and against any and all claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) as incurred, arising out of or in connection with any (a) act or omission of Service Provider (including its Subcontractors) in the performance of the Services; (b) any infringement of a third party's Intellectual Property Rights or any other rights; (c) any negligent or wilful acts or omissions of the Service Provider which results in personal injury (including death) or damage to tangible property (not including lost or damaged data); or (d) breach of any of the term of the Contract.
- (ii) Nothing herein shall limit any other right or remedy of NSDC available elsewhere in this Contract or under any law.

**(f) INSURANCE:**

Service Provider will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect NSDC in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Service Provider further will maintain such additional types and limits of insurance as is customary for an entity of similar size and similar operations to Service Provider in the jurisdiction or jurisdictions in which Service Provider's operations take place.

**(g) COMPLIANCE WITH LAWS:**

Service Provider represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under the Contract. In particular and without limitation, Service Provider shall not act in any fashion or take any action that will render NSDC liable for a violation of any applicable anti-bribery legislation (including without limitation, Prevention of Corruption Act, 1988 ("**PCA**"), Indian Penal Code, 1860 ("**IPC**") and any other anti-corruption laws), which prohibits the

offering, giving or promising to offer or give, or receiving, directly or indirectly, money or anything of value to any party / third party to assist it or NSDC in retaining or obtaining business or in rendering the Services.

**(h) GOVERNING LAW AND JURISDICTION:**

The Contract shall be governed by and construed in accordance with the laws of India. The Courts at New Delhi will have the exclusive jurisdiction to entertain and try any dispute hereunder.

**(i) MISCELLANEOUS:**

- (i) Any notice to be given under the Contract will be in writing and addressed to the party at the address stated for this purpose in the Contract. Notices will be deemed given and effective (a) if personally delivered, upon delivery, (b) if sent by an overnight courier service with tracking capabilities, upon receipt; or (c) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.
- (ii) If any court of competent jurisdiction holds that any provision of the Contract is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Contract will not be affected or impaired, and all remaining terms of the Contract remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the Contract.
- (iii) A party's election not to insist on strict performance of any requirement of the Contract will not operate or be construed to waive any future omission or breach, or any other provision of Contract.

## 8. PROCESS OF SELECTION OF OPERATING PARTNER

NSDC will form an 'Evaluation Committee' (EC) which will be responsible for conducting the evaluation of Proposals received in response to this RFP. A Proposal shall not be considered for evaluation in any of the following cases:

- (i) the Proposal was submitted in the wrong format; or
- (ii) the Proposal reached NSDC after the submission closing time and date; or
- (iii) any other reason(s) as deemed fit by NSDC.

Proposals submitted to NSDC shall be evaluated as per the stages below.

### **Stage 1 – Evaluation as per Eligibility Criteria:**

All Proposals shall be evaluated to check if they meet the Eligibility Criteria defined in Section 9.1. Only such Proposals that satisfy all the Parameters in the Eligibility Criteria shall be considered for the next stage of evaluation, as described below in Stage 2. Any Proposal not satisfying even one of the Parameters of Eligibility Criteria will be rejected and no further evaluation will be conducted on it.

### **Stage 2 - Technical Evaluation: (Max Marks: 100)**

- The Proposals that clear Stage 1, shall be further evaluated as per the Parameters of the Technical Criteria Evaluation given in Section 9.2. The Technical Criteria Evaluation table provides the maximum marks for each of the Parameters listed therein.
- The Proposals will be scored on the basis of the total marks obtained out of 100.
- Applicants, whose Proposals clear Stage 1, will be informed by NSDC with due prior notice of the time, date, and place for delivering the face to face Technical Presentation (Refer Section 9.2 -Technical Evaluation Criteria) to the Evaluation Committee for Stage 2.
- The Proposals that obtain a minimum of 70 marks at this Stage 2 will qualify and **be provisionally selected as Operating Partner**
- NSDC will intimate the Applicants that have qualified and provisionally selected as Operating Partner

### **Stage 3 – Due Diligence**

NSDC may, at its sole discretion, conduct due diligence of any or all of the provisionally selected Applicants either itself or through any third party. Any fraudulent activity, misrepresentation of facts and any such kind of adverse finding during due diligence may lead to disqualification of the Applicant without any prior notice.

### **Stage 4 – Commitment Fund**

The Provisionally Selected Operating Partner shall furnish to National Skill Development Fund (NSDF) the Commitment Fund for an amount of Rs. 50 Crores (Rupees Fifty Crores only) within two (2) weeks of notification of Provisional Selection. The Commitment Fund shall be denominated in Indian Rupees.

Successful Applicants who finally qualify as Operating Partner will be allowed to draw down an amount equal to the Commitment Fund for the expenditure likely to be incurred in setting up of the IIS when finalized.

Failure of the Applicant to comply with the requirement of furnishing the required Commitment Fund may lead to forfeiture of the Proposal Security.

### **Stage 5 – Submission of Detailed Project Report (DPR)**

- Provisionally selected Operating Partners who have cleared all Stages 1 to 4 as per the process of provisional selection in Section 8 will then be required to submit a Detailed Project Report (DPR) for each individual IIS (upto a maximum of three (3) IISs) that they intend to set up.
- The DPR should include Year wise plan of IIS for at least first 5 years, and should cover various aspects including (but not limited to) the following items:
  - Campus design and Infrastructure development along with technical know-how on laboratories – relevant to the sector (s) chosen and location of IIS
  - Skill Gap studies relevant to the allocated region
  - Curriculum design and development with timely updation of curriculum

- Management cooperation such as capacity building including leadership development, institution management, mentorship arrangement including training of trainers
- Assessments and certifications
- Plans for Industry & business connect with multiple sectors and have capacity for in house job training or internship, and placements
- Introduction of new technologies & designs
- Collaborations and partnerships with relevant national and international bodies for cooperation in areas like student exchange programs, guest faculties, developing transnational standards, media coverage, skill shows, etc.
- **The DPR will be submitted to MSDE and requires final approval from MSDE before allotment of land under the terms described in Section 6.6. NSDC shall intimate the DPR approval to the Provisionally Selected Operating Partner. In case the Operating Partner fails to obtain the approval of DPR for the said IIS, the Commitment Fund will be returned back to the applicant within 60 days of the decision.**

#### **Stage 6 – Award of Contract**

The provisionally selected Operating Partner with an approved DPR shall be required to execute an agreement with NSDC, duly signed and stamped, within 30 days from the date of intimation of approval of DPR.

In case of refusal or failure by the Applicant, who gets Provisionally Selected and intimated of approval of DPR, to execute the Contract with NSDC within the 30 days from date of intimation of approval of DPR, the Proposal Security shall be forfeited.

**Only such Applicants who provide the Commitment Fund as per Stage 4 and sign the Contract as per Stage 6, shall be considered as finally selected to be “Operating Partner for the Setting Up, Operation, Maintenance and Management of an Indian Institute of Skills (IIS) under N-PPP mode”.**

## 9. CRITERIA FOR EVALUATION

**Note:**

- a. All data/ information sought in the Eligibility Criteria and Technical Evaluation Criteria is as of Proposal submission date.
- b. The formats of the 'Required Documents', wherever applicable, have been provided in Annexure I.

### 9.1 Eligibility Criteria Evaluation

<b>ELIGIBILITY CRITERIA EVALUATION TABLE</b>			
<b>S.No</b>	<b>Parameter</b>	<b>Eligibility Criteria</b>	<b>Required Documents</b>
1.	Years of Operation of the Applicant	At least 10 years	Incorporation Certificate
2.	Average annual turnover of the Applicant from overall activities for last 3 Financial Years (FY 2014-15, FY 2015-16 and FY 2016-17)	At least INR 250 Crores (Rupees One Two Hundred and Fifty Crores Only)	Audited financial statements such as Balance Sheet, Profit & Loss Account and Cash Flow Statement along with Auditor's report for last 3 financial years (FY2014-15, 2015-16, 2016-17)
3.	Proposal Declaration Letter	Refer to Appendix I in Annexure I	Proposal Declaration Letter as per format in Appendix I of Annexure I stamped and signed by authorised signatory of the Applicant

## 9.2 Technical Criteria Evaluation

<b>TECHNICAL CRITERIA EVALUATION TABLE</b>			
<b>S.No</b>	<b>Parameter</b>	<b>Max Marks</b>	<b>Required Documents</b>
1.	Years of Operation of the Applicant	5	Incorporation Certificate In case the Incorporation Certificate has been issued by an authority outside India, Proof of India office Address along with CA / Auditor's Certificate in this regard would also be required
2.	Average annual turnover of the Applicant for last 3 Financial years (FY2014-15, FY 2015-16 and FY 2016-17)	15	Audited financial statements such as Balance Sheet, Profit & Loss Account and Cash Flow Statement along with Auditor's report for last 3 financial years (FY2014-15, 2015-16, 2016-17)  AND  A Chartered Accountant (CA) /Auditor's Certificate clearly stating the average annual turnover of the Applicant for last 3 financial years (FY2014-15, 2015-16, 2016-17)



3.	Number of individual sectors or domains of business that the Applicant is involved in	10	A Chartered Accountant (CA) /Auditor's Certificate clearly stating the number of sectors or domains of business involved in and financial turnover of each of the business
4.	Average Annual turnover of each individual sector or domain of business that the Applicant is involved in for the last 3 Financial Years (FY2014-15, FY 2015-16 and FY 2016-17)	10	Audited financial statements showing clear breakdown of sectors / domains for last 3 financial years (FY2014-15, 2015-16, 2016-17)  OR  A Chartered Accountant (CA) /Auditor's Certificate clearly stating the average annual turnover from each sector or domain of business of the Applicant for last 3 financial years (FY2014-15, 2015-16, 2016-17)

5.	Geographical spread: Number of Individual States in India that have active Business Operations of the Applicant	10	A Chartered Accountant (CA) /Auditor's Certificate clearly stating the number of states with active Business Operations
6.	International spread: Number of Individual countries that have active Business Operations of the Applicant  AND  Average annual turnover from operations in each country for the last 3 Financial Years (FY2014-15, FY 2015-16 and FY 2016-17)	10	A Chartered Accountant (CA) /Auditor's Certificate clearly stating the number of countries with active Business Operations and the average annual turnover from each country for last 3 Financial Years (FY2014-15, FY 2015-16 and FY 2016-17)  OR  Audited financial statements showing clear breakdown of countries of operations for last 3 financial years (FY2014-15, 2015-16, 2016-17)
7.	Cumulative number of persons trained under <b>Educational AND/OR Vocational Training Programs</b> by the Applicant for last 3 financial years (FY 2014-15, FY 2015-16 and FY 2016-17)	10	Certificate from competent Government authorities OR from Corporates for Corporate Social Responsibility (CSR) training programs OR Sector Skill Council (SSC) for self-funded (fee based i.e. where candidate pays for his/her training) Training Programs (as

			<p>applicable), clearly stating cumulative number of persons trained under Educational AND/OR Vocational Training Programs by the Applicant for last 3 financial years (FY 2014-15,2015-16,2016-17)</p> <p>AND</p> <p>CA/Auditor's certificate clearly stating Cumulative number of persons trained under Educational AND/OR Vocational Training Programs by the Applicant for last 3 financial years (FY 2014-15,2015-16,2016-17)</p>
8.	<p><b>Approach &amp; Methodology:</b> Applicant to submit a written Proposal that clearly indicates various aspects of proposed IIS including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Brief on your purpose to respond to this RFP</li> <li>• Understanding on IIS</li> <li>• Suitability as Private Organization for IIS</li> <li>• Key activities of the Organization</li> <li>• Prior experience with similar projects undertaken</li> <li>• Three Geographical areas in</li> </ul>	20	<p>Proposal as per format in Appendix IV clearly signed and stamped by authorized signatory of Applicant</p>

	India where you plan to operate IIS		
9.	<b>Technical Presentation:</b> Face to Face Technical Presentation to the Evaluation Committee covering the above aspects as mentioned	10	Face to Face Presentation

## 10. ANNEXURE I: FORMATS OF RFP APPLICATIONS

<b>S.No.</b>	<b>Formats</b>
1	Appendix I: Format of Proposal Declaration Letter
2	Appendix II: Details of Applicant
3	Appendix III: Power of attorney in favour of authorized signatory for signing the RFP application
6	Appendix IV: Format of Write-up on Understanding of Project and Suggestions
7	Appendix V: Format of Proposal Security
8	Appendix VI: Indicative Table of Contents for Detailed Project Report (DPR)

## **Appendix I: Format of Proposal Declaration Letter**

*(To be submitted on letterhead of the applicant)*

To  
Managing Director and Chief Executive Officer  
National Skill Development Corporation  
301, West Wing, Worldmark 1  
Aerocity, New Delhi - 110037

**SUB:** Request For Proposal (RFP) for setting up, operation, maintenance and management of IIS  
under N-PPP mode

Dear Sir

With reference to your RFP document dated ....., M/s \_ \_ \_ \_ hereby submit the RFP application for the subject Project, I/we certify do hereby, on behalf of Applicant, declare, state, certify and affirm as follows:

1. That all information provided in the application are true and correct.
2. That I/we understand that this RFP is binding in nature and NSDC reserves the right to follow a closed competitive bidding process within the successful RFP applicants pursuant to this RFP process or follow any other method for selection of Operating Partner at its own discretion or as directed by the Government.
3. That I/we acknowledge that the right of NSDC to reject our application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. That I/we understand that NSDC reserves the right to modify, cancel, suspend or terminate any aspect of the RFP process at any time, for any reason, without giving prior notice and NSDC (including their officers, employees, consultants) will not be bound by this RFP.
5. That I/we shall make available to NSDC all additional information that NSDC may find necessary and ask from us for the evaluation of the Proposal.
6. That I/we agree that NSDC shall, at all times, have the complete rights to share the credit information relating to us and / or our officials/directors/employees etc. as deemed appropriate, with CIBIL or any other institution as approved by RBI from time to time.

7. That I/we are in compliance with all applicable laws including but not limited to labour laws, environmental laws, tax laws, industrial laws.
8. That I/we have not been blacklisted by any Central/State Government Agency/Body/Corporation.
9. That I/we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any proposal submitted by us or any agreement entered into by us with NSDC or any other public sector enterprise or any government, Central or State.
10. That I/we have taken steps to ensure that no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
11. That I/we, in regard to matters other than security and integrity of the country, have not been convicted by any Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to provide the Services under RFP / Contract or which relates to a grave offence that outrages the moral sense of the community.

In witness thereof, we submit this Proposal under and in accordance with the terms of these present.

Yours faithfully

For<**Applicant's / Lead Applicant's legal entity name**>

(Signature of the authorised signatory of the Applicant/ Lead Applicant)

Name:

Designation:

Date:

Place:

DIN/PAN:

## Appendix II: Details of Applicant

- i. Particulars of applicant:
  - a. Name:
  - b. Constitution:  
*(Partnership Firm / Private Limited Company / Public Limited Company / Society / Trust/ Corporate Foundations/ Educational Institutions/ any other legal entity as per the applicable legislations of the respective country to which the applicant belongs)*
  - c. Country of incorporation:
  - d. Address of the corporate headquarters and its branch office(s):
  - e. Date of establishment/registration/incorporation and/ or commencement of business:
- ii. Brief description of the applicant including details of its main lines of business, current activities, background of promoters and management structure etc.
- iii. Details of individual(s) who will be the authorized signatory for the NSDC:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. E-Mail Address:
  - g. Fax number
- iv. Details of individual(s) who will serve as the point of contact/ communication for the NSDC:



- a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. E-Mail Address:
  - g. Fax Number:
- v. Brief description of recent experience of the Applicant on assignments of a similar nature. Information should be provided only for those assignments for which the Applicant was legally contracted as a legal entity or as one of the major participating firms within a consortium/joint venture.

*Note: The applicant shall be required to attach Copy of its registration/incorporation documents in support of its constitution.*

**Appendix III: Power of attorney in favour of Authorized Signatory for signing of RFP application**

*(To be submitted by the applicant)*

Know all men by these presents, We, \_\_\_\_\_ (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our applications for the “Setting up, Operation, Maintenance and Management of IIS on N-PPP Mode (the “Project”)” including but not limited to signing and submission of applications and other documents and writings, participate in pre-application conferences and providing information / responses to NSDC, representing us in all matters before NSDC and generally dealing with the NSDC in all matters in connection with or relating to or arising out of applications.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Accepted

(Signature)

(Name, Title and Address)

*Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s). The applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant. This Power of Attorney is to be provided on a non-judicial stamp paper of appropriate value or any other legally equivalent document as permissible under the laws of the respective country, provided that the document is duly authenticated and/or notarized by the relevant authority. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

## **Appendix IV: Format of write up on Understanding of Project and Suggestions**

Instructions: Applicant is advised to submit a write up on proposed approach & methodology including operational plan for the project and potential for skill training in IIS. The proposal should address the below mentioned points but not limited to (Please also refer to Criteria 8 – Approach and Methodology in Section 9.2 – Technical Evaluation Criteria for other areas to be addressed in this proposal):

### **Statement of Purpose:**

1. Please provide a brief on your purpose to respond to this RFP
2. Please describe your understanding of Project concept and objectives on IIS
3. Please state the specific skills/ areas of expertise to describe your suitability to operate an IIS

### **Background of the Applicant:**

1. Please share the key activities of the Organization
2. Please elaborate on the prior experience with similar projects undertaken in India or other countries.

### **Approach and Methodology:**

1. Please describe the geographical areas in India where you plan to operate IIS and detailed Approach
2. Any other suggestions relevant to the project

## Appendix V: Format of Proposal Security

Date: [ *insert: **date*** ]

RFP: [ *insert: **name and number of RFP*** ]

To:

National Skill Development Corporation

301, 3<sup>rd</sup> Floor, West Wing, World Mark 1,

Aero City, New Delhi – 110037

WHEREAS [ *insert: **name of Applicant*** ] (hereinafter called “the Applicant”) has submitted its Proposal dated [ *insert: **date of Proposal*** ] for the performance of the above-named RFP (hereinafter called “the Proposal”)

KNOW ALL PERSONS by these present that WE [ *insert: **name of bank*** ] of [ *insert: **address of bank*** ] (hereinafter called “the Bank”) are bound unto **National Skill Development Corporation** (hereinafter called “NSDC”) in the sum of : [ *insert: **amount*** ], for which payment well and truly to be made to NSDC, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [ *insert: **number*** ] day of [ *insert: **month*** ], [ *insert: **year*** ].

THE CONDITIONS of this obligation are the following:

1. If, after the Proposal submission deadline, the Applicant
  - (a) withdraws its Proposal during the period of Proposal validity specified by the Applicant in the Proposal Form, or
  - (b) does not accept the NSDC's corrections of arithmetic errors in accordance with the Instructions to Applicants; or
  
2. If the Applicant, having been notified of the acceptance of its Proposal by NSDC during the period of Proposal validity,
  - (a) fails or refuses to sign the Contract when required

We undertake to pay to NSDC up to the above mentioned amount upon receipt of its first written demand, without NSDC having to substantiate its demand, provided that in its demand NSDC will note that the amount claimed by it is due to it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [*insert: **the date that is 60 days after the period of Proposal validity***], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed: \_\_\_\_\_

Date: \_

in the capacity of: [*insert: **title or other appropriate designation***]

Common Seal of the Bank

## Appendix VI: Indicative Table of Contents for Detailed Project Report (DPR)

<b>Table of Contents</b>	
<b>Content</b>	<b>Page</b>
Abbreviations	
Executive Summary	
Introduction to the Project	
1. Project Background	
2. Skill Gap Analysis	
3. Campus design and development	
4. Capacity building including leadership development, institution management, mentorship arrangement including training of trainers	
5. Assessments and Certifications	
6. Plans for Industry & business connect with multiple sectors and have capacity for in house job training or internship, and placements	
7. Career Counselling for students	
8. Conducting Skill courses for International Market	
9. Collaborations and partnerships with relevant national and international bodies	
Budget and Financial Projections	