



National Skill Development Corporation
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Website: www.nsdcindia.org

**Empanelment of Agencies for
Validation and Verification of
Placement under PMKVY (2016-2020)
under
Framework Agreement
(Two Bid: Technical and Financial
Bids)**

IFP No: TENDER/PMKVY/2017/0041

**INVITATION FOR PROPOSALS FOR VALIDATION AND VERIFICATION OF
PLACEMENT UNDER PMKVY (2016-2020)
UNDER FRAMEWORK AGREEMENT**

IFP REFERENCE : TENDER/PMKVY/2017/0041

DATE OF COMMENCEMENT OF
ISSUANCE OF DOCUMENT FOR
SETTING-UP FRAMEWORK : 15th December 2017
AGREEMENT

DATE OF PRE-PROPOSAL CONFERENCE : 27th December 2017 at 11:00 Hrs.

LAST DATE AND TIME FOR:
RECEIPT OF PROPOSALS : 12th January 2018, 14:00 Hrs.

TIME AND DATE OF OPENING
OF PROPOSALS : 12th January 2018, 14:30 Hrs.

PLACE OF OPENING OF PROPOSALS : National Skill Development Corporation
301-306, 3rd Floor, West Wing, Worldmark – 1
Aerocity, New Delhi – 110037
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Website: www.nsdcindia.org

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Invitation for Proposals (IFP)
National Skill Development Corporation (NSDC)
IFP Title: Validation and Verification of Placement
under PMKVY (2016-2020)

IFP number: TENDER/PMKVY/2017/0041

NSDC is a one of its kind, Public Private Partnership in India in which 51% of the total share capital has been contributed by private sector. NSDC has been implementing some of the flagship schemes like PMKVY and PMKK of Government of India. NSDC intends to hire agencies for Validation and Verification of Placement under PMKVY (2016-2020)

1. NSDC now invites sealed Technical and Financial Proposals from eligible agencies for setting up the Framework Agreements (FA) for Validation and Verification of Placement under PMKVY (2016-2020)
2. The agreement will initially be signed for two years. Based on the performance of the agency and need of NSDC, the agreement may be renewed. NSDC is intended to empanel at least 2 agencies for the assignment. Agencies who are technically qualified as per technical evaluation criteria and L1 in terms of financial quote will be automatically qualified. Agency who ranked L2 in financial quote will be given the opportunity to match the L1 price if L2 matches the same, then it will qualify and NSDC will enter into agreement with both the agencies. In case L2 declined, then same opportunity will be given to L3. Similar process of empanelment will be followed for all the technically qualified bidders. NSDC will enter into framework agreement with two bidders at the beginning. NSDC reserve the right for further inclusion or exclusion subject to performance and business need on future date. In case of non performance by selected agencies (L1 and /or L2) , next qualified bidder (s) will be invited for agreement on L1 price, if required.
3. The Framework Agreement shall be valid for a period of 2 year from the date of signing of the Agreement. The validity may be extended for a further period (maximum 2 years) in accordance with the terms of the framework agreement.
4. A pre-proposal meeting will be held on 27th December 2017 at 1100 Hrs at the address given below to provide additional clarifications. Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Proposer. Interested Proposers should depute their staff only to attend the pre-proposal meeting:
5. A complete set of documents for setting up framework agreement in English may be downloaded by interested Proposers from the official website of NSDC at www.nsdcindia.org free of cost. Proposer would be solely responsible for ensuring that any subsequent addenda issued thereafter and available in website is also downloaded / incorporated in the document while preparing and submitting Proposals.
6. Proposals must be delivered to the address below at or before 12th January 2018,14.00 Hrs. All Proposals must be accompanied by a proposal security (As per Annexure -A) as specified in the documents for setting up framework agreement. Late Proposals will be rejected. Technical Proposals and Financial Proposal be marked accordingly. Technical Proposals will be opened in the presence of the Proposers' representatives who choose to attend at the address below. Financial Proposals of only those proposers will be opened who meet the technical qualification criteria laid out in the IFP. In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of Proposals

and opening will be the following day at the appointed time.

Manish Kumar
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2. SECTION I. INSTRUCTIONS TO PROPOSERS

Instructions to Proposers (ITP)

A. INTRODUCTION

- 1. Scope of Proposals**
 - 1.1 National Skill Development Corporation, NSDC (hereinafter called the Purchaser), invites Proposals for setting up framework agreement for the supply of Goods/services (as described in the Schedule of Requirements).
 - 1.2 Throughout these documents, the terms “writing” means any handwritten, typewritten, or printed communication, including telex, cable, and facsimile transmission, and “day” means calendar day. Singular also means plural.
- 2. Source of Funds**
 - 2.1 National Skill Development Corporation
- 3. Fraud and Corruption**
 - 3.1 As per F & C section of Procurement Guidelines of NSDC
- 4. Eligibility**
 - 4.1 This Competition process is open to all firms subject to meeting the technical and qualification as laid down in the IFP
 - 4.2 (a) Not Used
 - (b) government-owned enterprises in the may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law.
 - 4.3 A Bidder that has been blacklisted or de-barred by Central or any State Government will not be eligible to participate.
 - 4.4 Pursuant to ITP Sub-Clause 14.1, the Proposer shall furnish, as part of its Proposer, documents establishing, to the Purchaser’s satisfaction, the Proposer’s eligibility to participate in the procurement process.
 - 4.5 Proposers shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.
- 5. Eligible Goods and Services**
 - 5.1 For purposes of this clause, the nationality of the bidder or Proposer is distinct from the country from where the Goods and Services are supplied.

5.3 For purposes of this clause, (a) the term “Goods” includes any Goods that are the subject of this Invitation for Proposals and (b) the term “Services” includes related services such as transportation, insurance, commissioning, training or any other services for which the IFP is raised.

**6. Documents
Establishing
Eligibility of Goods
and Services and
Conformity to
Documents for
setting up
Framework
Agreement**

6.1 Pursuant to ITP Clause 14, the Proposer shall furnish, as part of its Proposal, documents establishing, to the Purchaser’s satisfaction, the eligibility of the Goods and services to be supplied under the Framework Agreement.

6.2 The documentary evidence of the eligibility of the Goods and Services shall consist of a statement in the Proposal of the country of origin of the Goods and Services offered.

6.3 The documentary evidence of conformity of the goods and services to the document for setting up framework agreement may be in the form of literature, drawings, and data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the Goods;

(b) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

6.4 Wherever applicable, the Goods to be supplied under the Framework Agreement shall be registered (if applicable) with the relevant authority in India. A Proposer who has already registered its Goods by the time of submission of Proposal should submit a copy of the Registration Certificate with its Proposal. Otherwise, the successful Proposer, by the time of signing of Framework Agreement, shall submit to the Purchaser a copy of the Registration Certificate of the Goods for use in India.

6.5 For purposes of the commentary to be furnished pursuant to ITP Clause 6.3 (b) above, the Proposer shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Proposer may substitute alternative standards, brand names, and/or catalog numbers in its Proposal, provided that it demonstrates to the Purchaser’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

7. Documents Establishing Qualifications of the Proposer

- 7.1 The Proposer shall provide documentary evidence to establish to the Purchaser's satisfaction that:
- (a) the Proposer has the financial, technical, and production capability necessary to perform the Framework Agreement, meets the qualification criteria specified in the **Section II**, and has a successful performance history in accordance with criteria specified in the **Section II**.
 - (b) in the case of a Proposer offering to supply Goods, that the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the manufacturer or producer of such Goods to supply the Goods in India.;
 - (c) in the case of a Proposer who is not doing business within India (or for other reasons will not itself carry out service/maintenance obligations), the Proposer is or will be (if awarded the Contract) represented by a local service/maintenance provider in India equipped and able to carry out the Proposer's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) the Proposer meets the qualification criteria listed in the **Section II**.

8. One Proposal per Proposer

- 8.1 A firm shall submit only one Proposal either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one Proposal will cause all the Proposals with the firm's participation to be disqualified.

9. Cost of preparation and submission of Proposals

- 9.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the competition process.

10. Content of Document for setting up Framework Agreement

- 10.1 The Documents for setting up Framework Agreement are those stated below and should be read in conjunction with any addendum issued in accordance with ITP Clause 12.

- Section I. Instructions to Proposers (ITP)
- Section II. Qualification Requirements
- Section III. Technical Evaluation Criteria & Technical Form
- Section IV. Form of Framework Agreement
- Section V. Form of Purchase Order- Not used

Section VI. Technical Specifications
Section VII. Sample Forms

10.2 The “Invitation for Proposals” does not form part of the Document for setting up Framework Agreement and is included as a reference only. In case of discrepancies between the Invitation for Proposals and the Document for setting up Framework Agreement listed in 10.1 above, said Document for setting up Framework Agreement will take precedence.

11. Clarification of Document for setting up Framework Agreement

11.1 A prospective Proposer requiring any clarification of the Document for setting up Framework Agreement shall contact the Purchaser in writing at the Purchaser’s address as mentioned in the IFP. The Purchaser will respond in writing to any request for clarification received no later than ten (10) calendar days prior to the deadline of submission of Proposals. Copies of the Purchaser’s response shall be published in the official website of NSDC including a description of the inquiry but without identifying its source.

11.2 A pre-proposal meeting will be held on 27th December 2017 at 1100 Hrs at the address given in IFP above to provide additional clarifications. Non- attendance at the pre-proposal meeting will not be a cause for disqualification of a Proposer. Interested Proposers should depute their staff only to attend the pre-proposal meeting.

12. Amendment of Document for setting up Framework Agreement

12.1 At any time prior to the deadline for submission of Proposals, the Purchaser may amend the Document for setting up Framework Agreement by issuing Addenda.

12.2 Any addendum thus issued shall be part of the Document for setting up Framework Agreement pursuant to ITP Sub-Clause 10.1 and shall be uploaded on the website at www.nsdcindia.org Proposers would be solely responsible for ensuring that any subsequent addenda issued thereafter and available in website is also downloaded / incorporated while preparing and submitting Proposals.

12.3 To give prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, the Purchaser shall extend, at its discretion, the deadline for submission of Proposals, in which case, the Purchaser will issue an addendum and publish on its website.

13. Language of Proposal

13.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Proposer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Proposer may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for

purposes of interpretation of the Proposal, the translation shall govern.

14. Documents Constituting the Proposal

- 14.1 The Proposal submitted by the Proposer shall comprise the following:
- (a) duly filled-in Form of Technical Proposal and Financial Proposal , in accordance with the forms indicated in Section VII;
 - (b) original form of proposal security in accordance with the provisions of ITP Sub-Clause 17 (Proposal Security);
 - (c) written power of attorney authorizing the signatory of the Proposal to commit the Proposer;
 - (d) the documentary evidence in accordance with ITP Sub-Clause 4.4 establishing to the Purchaser's satisfaction the Proposer's eligibility to submit Proposal including but not limited to documentary evidence that the Proposer is legally incorporated;
 - (e) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITP Clause 6 that the Goods and ancillary services to be supplied by the Proposer are eligible Goods and Services, pursuant to ITP Clause 5, and that they conform to the Document for setting up Framework Agreement;
 - (f) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITP Clause 7 that the Proposer is qualified to perform the Contract if its Proposal is accepted.; and

15. Proposal Form

- 15.1 The Proposer shall complete the Proposal Form and other forms furnished in the Document for setting up Framework Agreement, indicating the Goods or services to be supplied, a brief description of the Goods or services, etc.

16. Period of Validity of Proposals

- 16.1 Proposals shall remain valid for the period 120 days after the date of proposal submission specified in ITP Clause 21. A Proposal valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original proposal validity period, the Purchaser may request that the Proposers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in

writing. A Proposer may refuse the request without forfeiting its proposal security. A Proposer 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.

17. Proposal Security

17.1 The Proposer shall furnish, as part of its Technical Proposal, a proposal security in the amount stipulated in the in Indian Rupees.

17.2 **The proposal security shall remain valid for a period of 60 days beyond the validity period for the Proposal.**

17.3 The proposal security shall be denominated in Indian Rupees, and shall be in the following forms:

- (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 Section VII.

17.4 Any Proposal not accompanied by an acceptable proposal security shall be rejected by the Purchaser as non-responsive.

17.5 The proposal securities of unsuccessful Proposers will be returned as promptly as possible, but not later than 28 days after the expiration of the period of proposal validity.

17.6 The proposal security of the successful Proposer will be returned when the Proposer has signed the Agreement and furnished the required performance security.

17.7 The proposal security may be forfeited

- (a) if the Proposer withdraws its Proposal, except as provided in ITP Sub-Clauses 16.2 and 23.3; or
- (b) in the case of a successful Proposer, if the Proposer fails within the specified time limit to:
 - (i) sign the framework agreement, or
 - (ii) furnish the required performance security.

18. Alternative Proposals by Proposers

18.1 Alternative Proposals shall not be accepted.

19. Format and Signing of Proposal

19.1 The Proposer shall prepare one original and one copy of the Proposal, clearly marking each one as "ORIGINAL PROPOSAL" and "COPY OF PROPOSAL," as appropriate. In the event of any

discrepancy between them, the original shall govern. The Technical and Financial Proposals will be marked accordingly.

- 19.2 The original and all copies of the Proposal, each consisting of the documents listed in ITP Sub-Clause 14.1, shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorized to bind the Proposer to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to ITP Sub-Clause 14.1 (d) shall accompany the Proposal.
- 19.3 Any interlineation, erasures, or overwriting to correct errors made by the Proposer should be initialed by the person or persons signing the Proposal.
- 19.4 The Proposer shall furnish in the Proposal Form (a sample of which is provided in the Sample Forms Section of this document) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this Proposal and to the execution of the Agreement if the Proposer is awarded the Agreement.

20. Sealing and Marking of Proposals

- 20.1 The Proposer shall enclose the original and 1 copies of the Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes containing the original and copies shall then be enclosed in another envelope. The procedure will be done for both Technical and Financial Proposal
- 20.2 The inner and outer envelopes shall:
 - (a) bear the name and address of the Proposer;
 - (b) be addressed to the Purchaser at the address below:
CEO & Managing Director, NSDC

National Skill Development Corporation
301-306, 3rd Floor, West Wing, Worldmark – 1
Aerocity, New Delhi – 110037
47451600-10 | F: +91-11-46560417 |
e-mail: procurement@nsdcindia.org
Website: www.nsdcindia.org

- (c) bear the specific identification of this Competition process e.g. **Proposal for setting up Framework Agreement, IFP No. TENDER/PMKVY/2017/0041** ; and
- (d) bear a statement “DO NOT OPEN BEFORE “12th January 2018 , 14:30 Hrs”.

- 20.3 If the outer envelope (both Technical and Financial Proposal) are not sealed and marked as required by ITP Sub-Clause 20.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Proposal.
- 21. Deadline for Submission of Proposals**
- 21.1 Proposals must be received by the Purchaser at the address specified in ITP Sub-Clause 20.2 (b) no later than 12th January 2018 14:00 Hrs. In the event of the specified date for the submission of Proposals being declared a holiday for the Purchaser, the Proposals will be received up to the appointed time on the next working day.
- 21.2 The Purchaser may, at its discretion, extend the deadline for the submission of Proposals by amending the document for setting up Framework Agreement in accordance with ITP Sub-Clause 12.3, in which case all rights and obligations of the Purchaser and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.
- 22. Late Proposals**
- 22.1 Any Proposal received by the Purchaser after the deadline for submission of Proposals prescribed by the Purchaser in the ITP Clause 21 will be rejected and returned unopened to the Proposer.
- 23. Modification and Withdrawal of Proposals**
- 23.1 The Proposer may modify or withdraw its Proposal after submission, provided that written notice of the modification, or withdrawal of the Proposals duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of Proposals. No Proposal can be modified subsequent to the deadline for submission of Proposals.
- 23.2 The Proposer's modification shall be prepared, sealed, marked, and dispatched as follows:
- (a) The Proposer shall provide an original and the number of copies specified ITP Sub-Clause 20.1 of any modifications to its Proposal, clearly identified as such, in two inner envelopes duly marked "PROPOSAL MODIFICATION-ORIGINAL" and "PROPOSAL MODIFICATION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "PROPOSAL MODIFICATION."
- (b) Other provisions concerning the marking and dispatch of Proposal modifications shall be in accordance with ITP Sub-Clauses 20.2 and 20.3.
- 23.3 A Proposer wishing to withdraw its Proposal shall notify the Purchaser in writing prior to the deadline prescribed for Proposal submission. A withdrawal notice shall be received prior to the deadline for submission of Proposals. The notice of withdrawal shall:

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- (a) be addressed to the Purchaser at the address named in the **ITP Sub-Clause 20.2(b)**,
 - (b) bear the specific identification of the IFP title and IFP number, and the words “PROPOSAL WITHDRAWAL NOTICE,” and
 - (c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the Proposal.

23.4 Proposals requested to be withdrawn in accordance with ITP Sub-Clause 23.3, shall be returned unopened to the Proposers.

23.5 No Proposal may be withdrawn after the Proposal submission deadline. Withdrawal of a Proposal after proposal submission deadline may result in the forfeiture of the Proposer’s proposal security, pursuant to ITP Sub-Clause 17.7.

24. Proposal Opening

24.1 The Purchaser will open Technical Proposals, including withdrawal notices and modifications, in public, in the presence of Proposers’ representatives who choose to attend, at NSDC office on 12th January 2018 at 14:30 hours, and at the place specified in the ITP Sub-Clause **20.2(b)**. Proposers’ representatives shall sign a register as proof of their attendance. In the event of the specified date of the proposal opening being declared a holiday for the Purchaser, the Proposals shall be opened at the appointed time and location on the next working day.

24.2 Envelopes marked “WITHDRAWAL” shall be read out and the envelope with the corresponding Proposal shall not be opened but returned to the Proposer. No Proposal withdrawal notice shall be permitted unless the corresponding withdrawal notice is read out at proposal opening. Envelopes marked “MODIFICATION” shall be read out and opened with the corresponding Proposal.

24.3 Technical Proposals shall be opened one at a time, reading out: the name of the Proposer and whether there is a modification; the presence or absence of a proposal security; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No Proposal shall be rejected at proposal opening except for late proposals pursuant to Sub-Clause 22.1.

24.4 Proposals (and modifications sent pursuant to ITP Sub-Clause 23.2) that are not opened and read out at proposal opening shall not be considered further for evaluation, irrespective of the circumstances.

24.5 The Purchaser will prepare minutes of the proposal opening at the end of the opening session, including, as a minimum: the name of the Proposer and whether there was a withdrawal or modification; the presence or absence of a proposal security; the presence or absence of requisite powers of attorney.

The Proposer's representatives who are present shall be requested to sign the minutes. The omission of a Proposer's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Proposers who request them.

24.6 *Financial Proposals will be opened for only those proposers who meet the technical and qualification criteria as mentioned in the Section III. The Purchaser will invite all technically qualified proposers to attend the financial proposal opening.*

25. Clarification of Proposals

25.1 During evaluation of the Proposals, the Purchaser may, at its discretion, ask the Proposer for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.

26. Confidentiality

26.1 Information relating to the examination, clarification, evaluation, and comparison of Proposals, and recommendations for the award of a Contract shall not be disclosed to Proposers or any other persons not officially concerned with such process until the notification of Contract award is made to all Proposers.

26.2 Any effort by the Proposer to influence the Purchaser in the Purchaser's proposal evaluation, proposal comparison, or contract award decisions may result in the rejection of the Proposer's Proposal.

26.3 From the time of proposal opening to the time of Contract award, if any Proposer wishes to contact the Purchaser on any matter related to its Proposal, it should do so in writing.

27. Examination of Proposals and Determination of Responsiveness

27.1 The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Proposals are generally in order.

27.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a Proposal that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Proposer.

27.3 Prior to the detailed evaluation, pursuant to ITP Clause 28, the Purchaser will determine whether each Proposal is of acceptable quality, is complete, and is substantially responsive to the

document for setting up framework agreement. For purposes of this determination, a substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the document for setting up framework agreement without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the document for setting up framework agreement, the Purchaser's rights or the successful Proposer's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Proposers who have submitted substantially responsive Proposals.

27.4 If a Proposal is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the nonconformity. The Purchaser's determination of a Proposal's responsiveness is to be based on the contents of the Proposal itself without recourse to extrinsic evidence.

28. Evaluation of Proposals

28.1 The Purchaser will determine to its satisfaction whether the Proposers that are selected as having submitted the responsive Proposals are qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITP Sub-Clause 7.1 read with **Section II**. The Technical Proposals will be evaluated as per the criteria mentioned in section III.

28.2 The determination will evaluate the Proposer's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Proposer's qualifications submitted by the Proposer, pursuant to ITP Sub-Clause 7.1, as well as other information the Purchaser deems necessary and appropriate. The Purchase will also determine whether the products offered by the Proposer meet the technical specifications given in Section VI.

28.3 An affirmative post qualification determination will be a prerequisite for award of the framework agreement to the Proposer, who also quote lowest evaluated price. A negative determination will result in rejection of the Proposer's Proposal. Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail

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- 29. Award Criteria** 29.1 The Purchaser will award the Framework Agreements to the Proposers whose Proposals have been determined to be substantially responsive and as per the criteria laid down in section III, provided further that the Proposers are determined to be qualified to perform the Contract satisfactorily, pursuant to ITP Clause 28.
- 30. Purchaser's Right to Accept Any Proposal and to Reject Any or All Proposals** 30.1 The Purchaser reserves the right to accept or reject any Proposal, or to annul the competition and reject all Proposals at any time prior to Framework Agreement award, without thereby incurring any liability to the affected Proposer or Proposers.
- 31. Notification of Award** 31.1 Prior to the expiration of the period of proposal validity, the Purchaser will notify the successful Proposers in writing by e-mail, that their Proposals have been accepted.
- 31.2 The notification of award will constitute the formation of the framework agreement.
- 31.3 Upon the successful Proposers furnishing of the signed Framework Agreement and performance security pursuant to ITP Clause 33, the Purchaser will promptly notify each unsuccessful Proposer and will discharge its proposal security, pursuant to ITP Clause 17.
- 31.4 If, after notification of award, a Proposer wishes to ascertain the grounds on which its Proposal was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Proposer.
- 32. Signing of Framework Agreement** 32.1 Promptly after the Purchaser notifies the successful Proposers that their Proposals have been accepted, the Purchaser will send the Proposers the Form for setting up the framework agreements provided in the document for setting up framework agreement, incorporating all agreements between the parties.
- 32.2 Within twenty-one (21) days of receipt of the Form for setting up the framework agreement, the successful Proposers shall sign and date the Form and return it to the Purchaser.
- 33. Performance Security** 33.1 Within twenty-one (21) days or as mentioned in the Notification of Award from the Purchaser, the successful Proposers shall furnish the performance security in accordance with the Conditions of Framework Agreement, using the Performance Security Form provided in Section VII of the document for setting up framework agreement, or in another form acceptable to the Purchaser.
- 33.2 Failure of the successful Proposer to comply with the requirement of ITP Clause 32 or ITP Sub-Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposal security.

**34. Award of Purchase
Orders**

34.1 The Purchaser, will issue the Purchase Orders directly to the providers during the validity of Framework Agreement indicating details like quantity, delivery location, delivery schedule etc.

SECTION II: QUALIFICATION CRITERIA.

Parameters	Documents to attach with each
The firm must be a Company, Partnership firm or Proprietorship; must be a Registered legal entity in India; in existence from last at least 5 years and Registered with the Service Tax Authorities;	certificate of incorporation or any other registration certificate; GST registration certificate
The firm must have an average annual turnover of at least INR 20 Crores in the last three financial years. (2014-2015; 2015-16; 2016-17).	Audited financial statements
The firm must have at least 100+ resources working in the organization.	Provident fund registration or Insurance certificate/self certified documents
The firm must have their offices in Delhi NCR and 2 other states.	Lease agreement/ rent Agreement copy
The firm must have at least 2 successful implementation or ongoing contracts of verification and validation of data relating to Customer/ Vendor/ Employment etc. out of which 1 contract have value upto Rs. 2 crores during last 3 years. Handling placement tracking, validation and verification is desirable.	Work Orders/ Contract /Agreements letter of completion from clients alongwith documentary proof (if any)
The Firm must not have been blacklisted by Government of India, any State Government in India or by any multilateral agency.	Undertaking submitted on letter head of the firm.

SECTION III: TECHNICAL EVALUATION CRITERIA.

TECHNICAL EVALUATION CRITERIA

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

Technical Evaluation Criteria

The bidder which meets the Qualification criteria mentioned above will only be evaluated for Technical Evaluation & Presentation.

S. No.	Technical Requirement & Experience	Maximum Marks (100)	Documents to attach
1	<p>The firm should have experience of verification and validation of data relating to Customer/ Vendor/ Employment etc. during last 3 years.</p> <p>a. 2 Contracts out of which 1 contract have value upto Rs. 2 crores (10 Marks)</p> <p>b. 2 Contracts out of which 1 contract have value between Rs. 2 to Rs. 5 crores (15 Marks)</p> <p>c. 3 Contracts out of which (20 Marks)</p> <p>(i)1 contract have value more than Rs. 3 crores</p> <p>(ii)1 contract have value more than Rs. 5 crores</p>	20	<p>Work Orders/ Contract /Agreements letter of completion from clients alongwith documentary proof (if any) Letter from Client</p>
2	<p>Approach and methodology for Validation and Verification of Placement under PMKVY (2016-2020) as per details of Terms of reference:</p> <p>a. Implementation and execution Planning (10 marks)</p> <p>b. Use of technology (10 marks)</p> <p>c. Data Verification/ Validation Methodology (20 marks)</p> <p>d. Field visits methodology (10 marks)</p> <p>e. Data Reporting (10 marks)</p>	60	<p>Technical Proposal in hard copy and Presentation</p>
3	<p>Resource Planning: Resource plan with justification to handle the assumed number in terms of desktop assessment and physical verification</p>	20	
4	Total score	100	
	Minimum qualifying marks = 70 marks		

Evaluation of Technical Proposals and Finalization of Framework Agreements:

a. Technical Qualification.

1. Proposer will be evaluated for its technical capabilities as per the format provided above.
2. Proposer must pass the technical criteria with minimum of 70 marks to be eligible for considering their Financial Proposals to be opened.
3. Date of Presentation will be announced later.

b. Financial Evaluation

NSDC is intended to empanel at least 2 agencies for the assignment. Agencies who are technically qualified as per technical evaluation criteria and L1 in terms of financial quote will be automatically qualified. Agency who ranked L2 in financial quote will be given the opportunity to match the L1 price if L2 matches the same, then it will qualify and NSDC will enter into agreement with both the agencies. In case L2 declined, then same opportunity will be given to L3. Similar process of empanelment will be followed for all the technically qualified bidders. NSDC will enter into framework agreement with two bidders at the beginning. NSDC reserve the right for further inclusion or exclusion subject to performance and business need on future date.

In the event of identification of a potentially abnormally Low price Bid, where the Bid price, in combination with other constituent elements appears unreasonably low, purchaser shall reject the Bid.

NOTE: Depending upon the number of responses and need of the activity; NSDC reserves the right to increase or decrease the number of agencies for the Framework Agreement.

SECTION IV. FRAMEWORK AGREEMENT

Form of Framework Agreement

THIS Agreement (“Agreement”) is entered into this *[insert starting date]*, by and between National Skill Development Corporation, (NSDC); (“the Purchaser”) having its principal place of business at New Delhi, India, and *[insert Supplier’s name]* (“the Supplier”) having its principal office located at *[insert Supplier’s address]*.

This Agreement is a binding contract but imposes no obligation on the Purchaser to purchase the estimated or any quantity from the Supplier.

WHEREAS, the Purchaser wishes to have the Supplier supply the Goods or services hereinafter referred to, and

WHEREAS, the Supplier is willing to supply these Goods or services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Scope** The Purchaser has entered into Framework Agreements with the Supplier in order to allow NSDC (Purchaser) to award Framework Agreement. The Supplier shall supply the Goods or services specified in Terms of References, which is made an integral part of this Agreement, as and when the NSDC issues the contract specifying the details of Goods or services to be delivered along with the delivery schedule and consignee’s address.

- 2. Term** This framework agreement shall be valid for a period of 2 year during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

- 3. Country of Origin** Not Used.

- 4. Standards** The Goods or services supplied under this Agreement shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin.

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

- 6. Inspection and Audit** Not Used.

- 7. Fraud and Corruption** As per F & C Section of NSDC Procurement Guidelines

- 8. Conflict of Interest** The provider declares that it (or any affiliate that directly or indirectly controls, is controlled by, or is under common control with Supplier) has not been engaged by the Purchaser to provide consulting services for the preparation of the design,

specifications, and other documents to be used for the procurement of the Goods described in this framework agreement.

- 9. Registration of Goods** If required under the Applicable Law, Goods supplied under the Agreement shall be registered for use in India.
- 10. Patent Rights** The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
- 11. Performance Security** Within twenty-one (21) days or as mentioned in the notification of the Agreement award, the successful Proposer shall furnish to the Purchaser the performance security in the amount specified in the Annexure A to this Agreement. The performance security shall be denominated in Indian Rupees, and shall be in the form of either an unconditional bank guarantee or irrevocable letter of credit issued by a nationalized/scheduled bank located in India or bank located abroad, acceptable to the Purchaser, in the format provided in the Documents for setting up framework agreement; or demand draft or a pay-order drawn in favor of the Purchaser. The performance security will be returned to the Supplier not later than thirty (30) days following the date of expiry of the Agreement issued under the Agreement, including any warranty obligations.
- 12. Inspections and Tests** Pre dispatch inspection (to check compliance to technical specifications defined in FA) may be carried out by the Purchaser or an agency appointed and paid by Purchaser for this purpose. Goods shall be dispatched only after receipt of satisfactory inspection report and communication to this effect by NSDC/ Inspection Agency. These tests will be prior intimated by NSDC to the provider and will be done if required.
- 13. Packing** The Supplier shall provide such packing of the Goods (if required) as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the agreement. *[Not applicable for this assignment]*
- 14. Delivery and Documents** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Agreement. The shipping and/or other documents to be furnished by the Supplier are (a) Originals of the Supplier's invoice, showing Purchaser, the Agreement number,; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (b) 1 delivery note showing Purchaser's name and delivery through to final destination as stated in the Agreement; (c) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; and (d) copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required).
- Documents or soft files will be sent to NSDC as per requirements of the assignment. Final product should be in ready to print or high resolution files as desired by the concerned section/division. Provider will be responsible for taking precautionary measures against any plagiarism, or copy righted material; that must not to be used for NSDC assignment.

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- 15. Insurance** The Goods supplied under the Agreement shall be adequately insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
- 16. Transportation** The price indicated in Purchase Orders for Goods shall include the cost of transportation, including insurance, to the consignees indicated in the Purchase Order. *[Not applicable for this assignment]*
- 17. Incidental Services**
(NOT REQUIRED FOR THIS ASSIGNMENT): Following incidental services are required, the price of which will be quoted by the Suppliers
- (a) Annual Maintenance for the supplied Goods, for a period of 3 yrs after the expiry of warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this Agreement; and
 - (b) Training of the Purchaser's personnel, at the Purchaser's site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 18. Warranty**
(NOT REQUIRED FOR THIS ASSIGNMENT):
- (a) The Supplier warrants that the Goods supplied under this Agreement are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Agreement. The Supplier further warrants that all Goods supplied under this Agreement shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods. This warranty shall remain valid for 12 months after the Goods have been delivered to and accepted at the final destination indicated in the Agreement unless a different warranty period is indicated in technical specifications.
 - (b) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period of 48 hours and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser. If the Supplier, having been notified, fails to remedy the defect(s) within the period of 48 hours, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Agreement.
- 19. Payment** Invoice received under agreement shall be paid by NSDC within thirty (30) days of receipt of the upon submission of invoice and other documents described in Clause 14 of this Agreement.
- 20. Prices** Price quoted by the providers shall be fixed and firm for the duration of this Framework Agreement and , including any extensions.
- 21. Amendments** Any variation or modification to this Agreement shall be made only by written amendment signed by the parties.

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- 22. Assignment** The provider shall not assign, in whole or in part, its obligations to perform under this Agreement, except with the Purchaser's prior written consent.
- 23. Delays in the Supplier's Performance** Delivery of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the agreement. If at any time during performance of the contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the agreement.
- 24. Liquidated Damages** Subject to Clause 23, if the Supplier fails to perform the Services within the period(s) specified in the Agreement, the Purchaser shall, without prejudice to its other remedies under the Agreement, deduct from the Price, as liquidated damages, a sum equivalent to 0.5% of price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Agreement pursuant to Clause 25.
- 25. Termination for Default** The Purchaser, without prejudice to any other remedy for breach of the Agreement, by written notice of default sent to the Provider, may terminate this Agreement in whole or in part:
- (a) if the Provider fails to deliver any or all of the Goods or services within the period(s) specified in the agreement, or within any extension thereof granted by the Purchaser; or
 - (b) if the Goods or services do not meet the Technical Specifications or registration requirement (if any) stated in the Agreement; or
 - (c) if the Provider, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 7, in competing for or in executing the Agreement; or
 - (b) if the Provider fails to perform any other obligation(s) under the Agreement.
- In the event the Purchaser terminates the Agreement in whole or in part, pursuant to this Clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services.
- 26. Termination for Insolvency** The Purchaser may at any time terminate the Agreement by giving written notice to the Provider if the Provider becomes bankrupt or otherwise insolvent.

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- 27. Termination for Convenience** The Purchaser, by written notice sent to the Provider, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Agreement is terminated, and the date upon which such termination becomes effective. The Goods or Services that are already supplied before the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the terms and prices described in the Agreement.
- 28. Dispute Resolution** Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be New Delhi.
- 29. Applicable Law** The Agreement shall be interpreted in accordance with the laws of Union of India.
- 30. Notices** Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing. The Purchaser's addresses for notice purposes is:
- CEO and Managing Director, NSDC
National Skill Development Corporation
301-306, 3rd Floor, West Wing, Worldmark – 1
Aerocity, New Delhi – 110037
T: +011-47451600-10 | F: +91-11-46560417 |
Email: procurement@nsdcindia.org
Website: www.nsdcindia.org
- The Supplier's addresses for notice purposes is:
- 31. Taxes and Duties** The Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or services to the Purchaser.

FOR THE PURCHASER

FOR THE PROVIDER

Signed by _____

Signed by _____

Title: _____

Title: _____

5. SECTION V: Format of Purchase Order – Not Used

6. SECTION VI. TERMS OF REFERENCE

Draft Terms of Reference (ToR) for Validation and Verification of Placement under STT, PMKVY(2016-2020) scheme of MSDE, GOI, implemented by NSDC.

1. Introduction:

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

Pradhan Mantri Kaushal Vikas Yojna (PMKVY)

The Union cabinet had approved India's largest Skill Certification Scheme- PMKVY on 20th March, 2015. The Scheme was subsequently launched on 15th July, 2015. PMKVY is being implemented by NSDC under the guidance of the Ministry of Skill Development and Entrepreneurship (MSDE). The Scheme aims to skill India on a large scale with speed and high standards. Owing to its successful first year of implementation, the Union Cabinet has approved the scheme for another four years (2016-2020) to impart skilling to 10 million youth of the country. (For details refer PMKVY Guidelines) website address : <http://pmkvyofficial.org>

The scheme target is summarized below:

Component	Target (In Lakhs)
STT & Special Projects (CSCM & CSSM)	60
RPL	40
Total (Scheme Target)	100

The PMKVY (2016-2020) Scheme is being implemented by the Centre along with the States. It has two components namely Centrally Sponsored Centrally Managed (CSCM) and Centrally Sponsored State Managed (CSSM)

Component	Target (In Lakhs)
STT & Special Projects CSCM	39.5
STT & Special Projects CSSM	20.5
Total (Scheme Target)	60.0

The STT, PMKVY(2016-2020) is being implemented in accordance to the Common Norms wherein the payouts to the TPs is disbursed in 3 instalments as per the parameters given below:

Instalment	% Of Total Training Cost	Output Parameters
1 st	30%	For validated candidates on commencement of the training batch
2 nd	50%	On successful certification of the trainees
3 rd	20%	Outcome based on placements

In PMKVY, placement refers to providing wage or self-employment to candidates, trained and certified in short term trained under PMKVY(2016-2020). In case of wage employment, candidate shall be placed in jobs that provide wages equivalent to or above the minimum wages as prescribed in the Minimum Wage Act.

Since placements is amongst the most critical outcome of the scheme, and as the 3rd tranche to the Training Partner is linked to their placement performance, the validation and verification of placement data becomes imperative. The projections of minimum placement for the STT certified candidates of CSCM component of STT, PMKVY (2016-2020) scheme on yearly basis is given below:

Year	Certification Target (excluding Special Project)	% of placed against certified	Projection of Placement	Actual Placements as recorded in the SDMS
Year 1 – FY – 16-17	8,88,750	70%	6,22,125	281
Year 2 – FY17 - 18	8,88,750	70%	6,22,125	1,84,055 (till 16.11.2017)
Year 3 – F 18- 19	8,88,750	70%	6,22,125	
Year 4 FY 19 - 20	8,88,750	70%	6,22,125	
Total	35,5,5,000		24,88,500	

Please note:

1. Since the SDMS Portal was live only in the month of March 2017 and the certifications commenced in the month of November 2016, the placement counts were low for FY 1
2. The tracking of certified and placed candidates is mandated to be for a period of 3 month.
3. While calculating the placement projections, the target of Special Project (3.95 Lakhs) has been excluded from total target of 39.5 Lakhs of CSCM.

2. Background:

NSDC has been designated by the MSDE, GOI to anchor and implement the PMKVY (2016-2020) Schemes. NSDC has initiated the scheme activities in the financial year 2016-17. A dedicated team headed by a full time Sr. Head has been established within the Company supported by full-time team of senior level professionals and thematic experts. A dedicated placement team within NSDC oversees the placement of the scheme on an overall basis.

The objective to facilitate the outcomes defined in the scope of services using the best of its global knowledge base for benchmarking, domain expertise to analyze and evaluate, and skills to concisely undertake placement validation/verification exercise pertaining to placements under PMKVY(2016-2020). The base information is captured in Skill Development Management System(SDMS).

3.Scope of Work:

The scope of work will include support to NSDC, PMKVY(2016-2020) Placement team to facilitate the outcomes of the scope of services mentioned below using the best of its global knowledge base for benchmarking, domain expertise to analyze and evaluate, and skills to concisely undertake the placement verification exercise. The objective outline of the scope is as follows:

3.1. Planning

- Preparation and approval of time bound “verification plan” including but not limited to geographical coverage for placement verification and scheduling of manpower in consultation with NSDC
- Preparation of checklist of information/documents to be verified as per verification framework already prepared by NSDC and training/orientation of the staff who will be conducting desk/field verification
- Finalizing the reporting format as per the requirement of NSDC

3.2. Data Verification/Validation and field visits

- Desk assessment of 100% of certified and placed candidates and validated by TC, information/documents submitted by TCs as proof of employment against the mandated list of documents on month on month basis for a period of 3 months.
- Field visit and physical verification of 10% out of verified candidates based on the information/documents provided on the system and validated in desk assessment.
- Upload the verification status of desk and field verification on SDMS and prepare periodic reports.
- Coordination with multiple stakeholders such as TP, TC, Candidate, Employer in case discrepancies are found in verification of the documents

3.3 Data analysis

- Analysis of the verified data/information after the desk and physical verification using data analytic tools to provide relevant insights about process improvement etc.
- The agency shall recommend its verification for each candidate through SDMS and periodic reporting. The 3rd party agency is mandated to update the records of each candidate month on month for a period of 3 months of validation/verification.
- Submission of report to NSDC consisting of insights from data analysis, project performance

as against defined timelines, etc.

4. Schedule for completion of tasks

<u>Work assigned</u>	<u>Frequency / Period</u>
Desk Verification of 100% of Certified and Placed candidates	On-going basis (All the candidate's placement document upload & verified by the TP needs to be validated in 15 working days)
Field Verification of 10% of Certified and Placed Candidates clearing the Desk Verification stage	On-going basis (3 rd month of employment with same or different employer)
Upload of Placement verification status of all the candidates validated.	Daily
Preparation of monthly reports	Monthly
Analyzing of placement data & project performance	Monthly
Ensure proper maintenance of supporting documents & verification records	On an on-going basis
Review and provide suggestions on Process Improvement for placements and verification of placement	On periodic basis
Support Audit related queries and ensuring that appropriate and timely follow up action is taken to address the issues identified in audit.	On an on-going basis
Any other matters as required to be fulfilled within the broad scope of work related to Placement tracking, verification & validation	As per requirement

5. Period of assignment:

The services of the Consultant would be initially required for a period of one year and may be extended for a further period depending upon performance and requirement of the project.

6. Data, services and facilities provided by NSDC

All data will be provided as per the needs and requirement by NSDC. Proposed assignment involves both onsite and offsite resource engagement, wherever required. NSDC will be providing work space, and required working facility in case of onsite resources.

4. `

7. Term of Payments

Payment to the agency will be made on monthly basis upon submission of valid invoice on the basis of actual manpower provided and task completed.

8. Reporting Arrangements

The Agency will report to the Sr. Head of NSDC and will work closely with the Short Term Training, PMKVY(2016-2020) Head & his/her placement team.

9. Review

The performance and deliverables of the agency will be reviewed as per the TOR and scope of work by NSDC on continuous basis.

7. SECTION VII. SAMPLE FORMS

1. PROPOSAL FORM - TECHNICAL

Date: *[insert: date of Proposal]*

[Purchaser to specify: "IFP No.: [number]"] [insert: name of Framework Agreement]

To: *[Purchaser insert: Name and address of Purchaser]*

Dear Sir or Madam:

1. Having examined the Document for setting up framework agreement, including Addenda Nos. *[insert numbers]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods or Services under the above-named Agreement in full conformity with the said document for setting up framework agreement for the sums as may be determined in accordance with the terms and conditions of the Framework Agreement to be issued under the above mentioned framework agreement.
2. If our Proposal is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the document for setting up framework agreement.
3. We agree to abide by this Proposal, for the Proposal Validity Period specified in the document for setting up framework agreement and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
4. We undertake that, all methodologies proposed for NSDC will be the property of NSDC and no claims will be made from our side without the written approval from NSDC for their use.
5. Until the formal final Framework Agreement is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award for setting up the Framework Agreement, shall constitute a binding Contract between us. We understand that you are not bound to accept any Proposal you may receive.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above agreement, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
8. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Proposal, and to agreement execution if we are awarded the Agreement, are listed below:
- 9.

Name and Address of Agent	Amount in Indian Rupees	Purpose of Commission or
_____	_____	<u>Gratuity</u>
_____	_____	_____
_____	_____	_____

(if none, state “none”)

10. We confirm that we comply with the eligibility requirements as per ITP clause 4 of the document for setting up framework agreement.

Dated this [*insert: number*] day of [*insert: month*], [*insert: year*].

Signed: _____

Date: _____

In the capacity of [*insert: title or position*]

Duly authorized to sign this Proposal for and on behalf of [*insert: name of Proposer*]

2. Proposal Security Form

Date: [insert: *date*]

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

Framework Agreement: [insert: *name and number of Agreement*]

To: { insert: *name and address of Purchaser* }

WHEREAS *insert: name of Proposer*] (hereinafter called “the Proposer”) has submitted its Proposal dated [insert: *date of Proposal*] for the performance of the above-named Framework Agreement (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 [insert: *name of Purchaser*] (hereinafter called “the Purchaser”) in the sum of: [insert: *amount*], for which payment well and truly to be made to the said Purchaser, 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 Proposer
 - (a) withdraws its Proposal during the period of Proposal validity specified by the Proposer in the Proposal Form, or
 - (b) does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Proposers; or
2. If the Proposer, having been notified of the acceptance of its Proposal by the Purchaser during the period of Proposal validity
 - (a) fails or refuses to sign the Framework Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Proposers.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due 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.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

3. Performance Security Bank Guarantee

(unconditional)

Date: [*insert: date*]

IFP: [*insert: name or number of IFP*]

Agreement: [*insert: name or number of Agreement*]

To: [*insert: name and address of Purchaser*]

Dear Sir or Madam:

We refer to the Framework Agreement (“the Agreement”) signed on { *insert: date* } between you and [*insert: name of Supplier*] (“the Supplier”) concerning setting up the Framework Agreement for the supply and delivery of [*insert: a brief description of the Goods*]. By this letter we, the undersigned, [*insert: name of bank*], a bank (or company) organized under the laws of [*insert: country of bank*] and having its registered/principal office at [*insert: address of bank*], (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Agreement, up to the sum of [*insert: amount in numbers and words*]. This guarantee shall be reduced or expire as provided for by the Framework Agreement Clause 11.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Agreement and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Agreement. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Agreement may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

4. Proforma for performance statement

(For a period of last three years)

IFP No: _____ Date of Opening: _____ Time : _____ Hours

Name of the Firm : _____

Order Placed	Order No. and	Description	Value of	Date of completion of delivery		Remarks indicating	Was the supply of
By (Full address of Purchaser)	Date	and quantity of ordered	order	<u>As per contract</u>	<u>Actual</u>	<u>reasons for late delivery, if any</u>	goods satisfactory?

Signature and seal of the Proposer

5. FORMAT OF PRICE PROPOSAL

Date:[insert: **date of proposal**]

[Invitation for Proposals (IFP) Ref No.: [number]]

[insert: **name of Item**]

To: [Purchaser insert: **Name and address of Purchaser**]

Dear Sir or Madam:

1. With reference to the Invitation for Proposals (IFP) (referred above) and your documents for setting up framework agreement, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods or services in full conformity with the said documents for setting up framework agreement, for the sum of Rs. _____ (hereinafter called "the Total Proposal Price"). The above amounts are in accordance with the Price Schedules attached herewith and are made part of this proposal.
2. We undertake, if our proposal is accepted, to deliver the Goods or services in accordance with the delivery schedule and users indicated in the Agreement.
3. We undertake that, in competing for (and, if the award is made to us, in executing) the above Agreement, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
4. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
5. We understand that you are not bound to accept the lowest or any proposal you may receive.

Dated this [insert: **number**] day of [insert: **month**],
[insert: **year**].

Signed: _____

Date: __

In the capacity of [insert: **title or position**]

Duly authorized to sign this proposal for and on behalf
of [insert: **name of proposer**]

Financial proposal

<u>Work assigned</u>	<u>Fee (in Rs.)</u>
Fees per candidate: desktop assessment (as per schedule for completion of task provided in terms of reference)	
Fees per candidate: physical verification	

Payments will be done on submission of Valid Invoice.

*Taxes Applicable should be extra.

Annexure A: Proposal Security and Performance Security

S #	Proposal Security by all bidders (In INR)	Performance Security by the selected bidder (in INR)
	(d)	(e)
1	2,00,000	10, 00,000