

STANDARD PROCUREMENT DOCUMENTS
Standard Request for Proposal
for
Selection of TRAINING PARTNERS for SKILL IMPACT BOND



RFP No.- RFP/ Impact Finance & Partnership Management /2024/32

Department- Research and Impact

Important Dates:

Date of commencement of RFP	23 Oct 2024
Receipt of Queries by email to procurement@nsdcindia.org	05 Nov 2024
Last Date and Time of Receipts of Technical and Financial Proposal	13 Nov 2024
Place of Submission of Proposals	https://nsdc.eproc.in/

INSTRUCTION TO BIDDERS (ITB)

A. General Provisions

1. Definitions

- 1.1. "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- 1.2. "Applicable Law" means the laws and any other instruments having the force of law in India.
- 1.3. "Client" means NSDC
- 1.4. "Bidder" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.5. "Contract" means a legally binding written agreement signed between the Client and the Bidder.
- 1.6. "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Client. It excludes the Client's official public holidays.
- 1.7. "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub-Bidder or Joint Venture member(s).
- 1.8. "Government" means the government of India.
- 1.9. "in writing" means communicated in written form (e.g. by mail, e-mail, including, if distributed or received through the electronic-procurement system used by the Client) with proof of receipt.
- 1.10. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- 1.11. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Bidder's proposal.
- 1.12. "Non-Key Expert(s)" means an individual professional provided by the Bidder or its Sub-Bidder and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- 1.13. "Proposal" means the Technical Proposal and the Financial Proposal of the Bidder.
- 1.14. "RFP" means the Request for Proposals to be prepared by the Client for the selection of Bidders, based on the SPD - RFP.
- 1.15. "SPD - RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- 1.16. "Services" means the work to be performed by the Bidder pursuant to the Contract.
- 1.17. "Sub-Bidder" means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to the Client during the whole performance of the Contract.
- 1.18. "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the

Client and the Bidder, and expected results and deliverables of the assignment.

2. Introduction

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

3. Conflict of Interest

- 3.1. The Bidder is required to provide professional, objective, and impartial advice, always holding the Client’s interests’ paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2. The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interests of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by NSDC.
- 3.3. Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:

- 3.3.1. **Conflicting activities:** Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
 - 3.3.2. **Conflicting assignments** Conflict among consulting assignments: a Bidder (including its Experts and Sub-Bidders) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.
 - 3.3.3. **Conflicting relationships** Relationship with the Client's staff: a Bidder (including its Experts and Sub-Bidders) that has a close business or family relationship with a professional staff of NSDC who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NSDC throughout the selection process and the execution of the Contract.
4. **Corrupt and Fraudulent Practices:** The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Annexure 3. In further pursuance of this policy, Bidders shall permit and shall cause their agents, Experts, Sub-Bidders, sub-contractors, services providers, or suppliers to permit NSDC to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by NSDC.
 5. **Duration of Assignment:**
The duration of assignment will be for one year from the date of signing of contract by both the parties. However, the quality of service provided by the Bidder and the performance of the Bidder shall be reviewed periodically and in case the performance is found unsatisfactory, the Bidder's contract can be terminated at NSDC's discretion. If the performance is found satisfactory then the contract may be extended for a further duration based on mutual consent. In case there is a requirement for more Bidders for any reason, NSDC may procure services from more Bidders for similar purposes.
- B. Preparation of Proposals**
6. **General Considerations:** In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

7. **Cost of Preparation Proposal:** The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to selection, without thereby incurring any liability to the Bidder.
8. **Language:** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in “English”.
9. **Documents Comprising the Proposal:** The Proposal shall comprise the documents and forms listed in Annexure 1.
10. **Only One Proposal:** The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
11. **Proposal Validity:** Bidder’s Proposal must remain valid up to 180 days after the Proposal submission deadline. During this period, the Bidder shall maintain its original Proposal without any change, including their availability. If it is established that any Bidder was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
 - 11.1. Extension of Validity Period: The Client will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Proposals’ validity will automatically extend by 180 days more.
 - 11.2. Extension of validity of the Proposals shall be made without any change in the original Proposal and with the confirmation of the availability of the staff.
12. **Proposal Security: Not required.**
13. **Sub-Contracting: Not allowed.**
14. **Clarification and Amendment of RFP:** The Bidder may request a clarification of any part of the RFP by dates mentioned in page 1 of this RFP. Any request for clarification must be sent in writing, by email to the Client’s email address: procurement@nsdcindia.org. The Client may respond in writing, by email, or will upload responses (including an explanation of the query but without identifying its source) to all Bidders. Should the Client deem it necessary to amend the RFP because of a clarification, it shall do so following the procedure described below:
 - 14.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be shared with the Bidders.
 - 14.2. If the amendment is substantial, or there is technical issue in submission of bids, the Client may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.
 - 14.3. The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be

accepted after the deadline.

15. Technical Proposal and Financial proposal Format and Content:

- The Technical Proposal shall be prepared using the format provided in Annexure 3 (Proposal template) of the RFP
- The Financial Proposal shall be prepared using the format provided in Fin Form 1 of the RFP.
- The Bidder is responsible for meeting all tax liabilities arising out of the Contract.
- The Bidder shall express the price for its Services in INR.

C. Submission, Opening and Evaluation

16. Submission of Proposals:

- 16.1. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexure 1. The Bidder shall submit Technical Proposals only on <https://nsdc.eproc.in/> on or before last date and time of submission. The subject line must be: **"RFP/ Impact Finance & Partnership Management /2024/32: RFP for Selection of TRAINING PARTNERS for SKILL IMPACT BOND**
- 16.2. An authorized representative of the Bidder shall sign the original submission letters in the required format for Technical Proposal and shall initial all pages. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 16.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17. Confidentiality: From the time the Proposals are opened to the time the contract is awarded, the Bidder should not contact the Client on any matter related to its Technical Proposal.

- 17.1. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the selection.
- 17.2. Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.
- 17.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of selection, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
- 17.4. This document is meant for the specific use by the bidders interested in participating in the current tendering process. This document in its entirety is subject to Copyright Laws. NSDC expects the bidder or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders shall be held responsible for any misuse of information contained in the document if such a circumstance is brought to the notice of NSDC. By downloading the document, the interested party is subject to confidentiality clauses.

18. Opening of Technical Proposals: The Client's evaluation committee shall conduct the opening of the Technical Proposals.

19. Evaluation of Technical Proposals: The Client's evaluation committee shall evaluate the Technical Proposals first based on the criteria below.

SN	Parameters	Max. Score	Description of parameters
19.1	Alignment to the impact bond Design/ Model	25 Marks	<ul style="list-style-type: none"> • This includes but not limited to alignment with sector, job role, beneficiary profile, ability to scale, track record and evidence of impact, intervention model among others. • Interventions across value chain which impact placement and retention outcomes. • Alignment of proposed sectors, job roles, potential employers, etc. with trainee aspirations and market absorption capacity • Transferability of TP model to other TPs under SIB. Potential of incorporating SIB learnings across organizational working and into other programs being implemented by the TP.
19.2	Access	15 Marks	<ul style="list-style-type: none"> • Ability to target women. • Mobilization and enrolment strategy with focus on gender • Industry partnerships and engagements fostering gender participation at work
19.3	Capacity to deliver	15 Marks	<ul style="list-style-type: none"> • Providing evidence of appropriate methodology and work plan to fulfil the objectives of the Services in the specified timeframes. • Alignment of proposed innovations across value chain with SIB learning agenda
19.4	Value for Money:	25 Marks	<ul style="list-style-type: none"> • Proposed interventions to improve cost efficiencies and reduce overall costs over subsequent cohorts. • Appropriate team credentials including qualifications, experience, and skills of personnel and team balance to implement the Services with a reasonable budget.
19.5	Robustness of organization	10 Marks	<ul style="list-style-type: none"> • Demonstrated ability to provide adequate management and support to deliver the Services. Personnel nominated to provide the services have strong familiarity and experience with skilling projects and activities and knowledge of best practices. • Consortium's experience of past engagement with RIs, large consortium groups, and outcomes-oriented programming • Inclination of SPs leadership towards SIB goals and outcomes

SN	Parameters	Max. Score	Description of parameters
			<ul style="list-style-type: none"> Consortium's experience of past engagement with RIs, large consortium groups, and outcomes-oriented programming
19.6	Data Reporting practices	10 Marks	<ul style="list-style-type: none"> Presence of a strong MIS system for data capturing and monitoring, internal processes for identification and mitigation of any data Ability of organization to adopt M&E rigor of SIB based on existing M&E practices and level of digitization of processes
	Total Marks	100 Marks	

Minimum Qualifying marks will be 70. Proposal obtaining 70 or more marks in technical evaluation will be qualified for financial proposal opening.

20. Opening of Financial Proposals and evaluation.

- 20.1. After the technical evaluation is completed and approved, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum technical score that their proposal cannot be considered further. The Client shall simultaneously notify in writing those consultants whose technical proposals achieved minimum score and request for financial proposal.
- 20.2. The Financial Proposals will then be inspected to confirm that they are as per the terms of RFP. These Financial Proposals shall be then opened, and the total prices recorded.
- 20.3. NSDC may use e-Auction process for financial opening for this Procurement. Only technically qualified agencies will get one-time half an hour online training by our empaneled e Auction vendor C1 India Pvt. Ltd. All qualified agencies will have to submit their financial quotes as pre-bid in E-Auction system and same will be verified by NSDC with submitted financial quote of agencies. E-Auction time slot will be informed to qualified agencies at later stage.
- 20.4. Please note that in both E-Auction and without E-Auction process QCBS Method (70% weightage to Technical Score and 30% weightage to financial proposal) shall be used.
- 20.5. **Method of selection: Quality- and Cost-Based Selection (QCBS- 70:30)**

$$\text{Calculation Formula} = B = [(C_{\text{low}} / C) \cdot X] + [T / T_{\text{high}} \cdot (1 - X)]$$

Where:

C=Evaluated Bid Price

C_{low}=The lowest of all evaluated Bid price among responsive Bids

T= the total technical score awarded to the Bid

T_{high}=the technical score achieved by the Bid that was scored best among all responsive Bids.

X= weightage for the process as specified in Bids

The Consultant achieving the highest combined technical and financial score will be invited for negotiations on the contract.

In case two or more consultants achieve the same score, NSDC reserves the right to negotiate/ select one or more consultants based on technical and financial proposals.

21. Negotiations and Award

- 21.1. The bidder obtaining the Highest Combined score will be eligible for award of work.
 - 21.2. The Bidder eligible for award of work will be issued an agreement/Purchase Order and will be requested for their review and signatures.
 - 21.3. In case the bidder does not agree on terms of contract/PO, the next ranked bidder will be approached.
 - 21.4. The discussions are concluded with a review of the Contract, which then shall be initialed by the Client and the Bidder's authorized representative.
 - 21.5. Abnormally low or high bids can be checked for accuracy and understanding with respective bidder/s.
22. NSDC reserves the right to award work to one or more Bidders for any specific assignment and the number will depend on requirement.
23. The decision of NSDC will be final and binding upon all Bidders.

(Documents Comprising Technical Proposal)

Form TECH-1

Technical Proposal Submission Form

{Location, Date}

To: *[Name and address of Client]*

Dear Sir:

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of 180 days after the last date of submission.
- (c) We have no conflict of interest in accordance with ITB 3.
- (d) We confirm our understanding of our obligation to abide by the NSDC's policy regarding corrupt and fraudulent practices as per Annexure 2.
- (e) We, along with any of our sub-Bidders, subcontractors, suppliers, or service providers for any part of the selection, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.
- (f) In competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988
- (g) Our Proposal is binding upon us and subject to any modifications.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: ____

Name of Bidder: _____

Address: _____

Contact information (phone and e-mail): _____

I. General Information

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

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

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration	
2.	Annual Turnover FY 23-24 FY 22-23 FY 21-22	

Proposal Template

Given the impact bond features and principles described in the section “Scope of work” please share your proposal for an intervention that can help meet the goals of the impact bond and deliver on the outcomes defined in the scope of work.

Notes for completion:

- Proposals must be submitted in Microsoft PDF format.
- Please limit your proposal to 10 pages
- Proposals must be provided in English and with prices quoted in INR (Indian Rupee).

A. Brief description of the intervention/ program

In this section, please provide an introduction to the intervention you are applying to be funded under the Skill Impact Bond Program.

Following indicators are the suggested inclusions:

- Target beneficiaries
- Sectors and Job roles
- Duration of the training
- Is this a new program or an ongoing one?
- How long have you been running the program?
- Why are you suggesting this intervention to be funded?

a. Does this intervention have a gender focus? Details of Intervention

- Specify process for onboarding beneficiaries. This can specify details on mobilization, counselling, beneficiary selection process.
- Specify whether you would be collecting fees/refundable deposits, etc. from trainees.
- Duration of training programs (in months): If there are more than one course, kindly specify for each.
- Specify details on Training, Infrastructure, including digital / blended learning, Trainers, etc.
- Specify details on Assessment & Certification
- Specify Placement Strategy including placement Tie-Ups in Place (By Geography, Sector)
- Specify Retention Strategy and Follow-Up Strategy.
- Specify expected attrition for each batch of trainees.

- b. Historical performance of the program for the past 5 years** *(if it is an existing program; please note that any data provided may be verified with existing data with NSDC)*

No of Beneficiaries/Year	2023	2022	2021	2020	2019
Enrolled:					
<ul style="list-style-type: none"> • Male • Female • Total 					
Certified:					
<ul style="list-style-type: none"> • Male • Female • Total 					
Placed (Within two months of certification):					
<ul style="list-style-type: none"> • Male • Female • Total 					
Retained in job for three months:					
<ul style="list-style-type: none"> • Male • Female • Total 					

If the program is operating in more than 1 geography, please provide the above table by geography

Please provide past placement record by:

- Number,
- Percentage of women beneficiaries,
- Geography,
- Type of firms,
- Average salary offered,
- Median salary offered,
- Number of offers,
- Percentage of students taking up the offer,
- Please provide existing evidence that demonstrates impact of the intervention including external/internal evaluations and/or data submitted to NSDC, PMKVY, DDU-GKY, etc.

c. Targets:

Include number of beneficiaries from your proposed intervention across 6 month and 18-month timelines broken down by sector and gender. Enrolment will occur every 6 months once.

No of Beneficiaries	Sector	Cohort-7 Jan, 25 to June '25	Cohort-8 July '25 to Dec '25
Enrolled: <ul style="list-style-type: none">• Male• Female• Total			
Certified: <ul style="list-style-type: none">• Male• Female• Total			
Placed (Within two months of certification): <ul style="list-style-type: none">• Male• Female• Total			
Retained in job for three months: <ul style="list-style-type: none">• Male• Female• Total			

d. Specify geography of proposed intervention (include State and/or District names) in following table:

State	District	Sector	Job role	Proposed enrolment Target for Cohort-7 (Jan, 25 to June '25)

f. Organization Credentials (Please attach supporting documentation)

- Team: Bidders should provide evidence of their skills and experience in providing the Services and credentials of the management team. Give evidence of why you/your company/your team members are most capable to deliver the Services.
- How long the organization has been operating in skilling & employability space?
- Is the organization currently profitable (for for-profits) / has diverse and stable sources of funding (for not-for-profits)? Please specify.
- Does the organization have a strong governance structure? Please specify.
- Do you currently work with NSDC / MSDF – please provide details of current programmes.

g. Size and scalability

- Currently, specify how many beneficiaries are being trained annually?
- Include details on sector wise number of beneficiaries trained, counselled, placed in last Financial Year.
- Specify drop-out ratios in entire lifecycle from training to placement.
- Specify the average salary (in INR) of candidates placed.

h. Monitoring & Evaluation

- How is your organization currently tracking and monitoring programs?
- Proposed Process of Data Collection, analyses and storing data
- Proposed Reporting Approach
- Is there any audit/ governance process around data collection?

i. Partners / Vendors:

Any partner / vendor proposed to be a part of the proposed intervention, must be disclosed within this proposal, including any related parties. Please provide details of roles, responsibilities and the value of contract that will be shared with any such partners/ related parties. Please disclose the proposed contractual relationship with such partners as well. In case any partner/related party is contributing greater than a third of total contract value, the contracting will be done as a consortium to ensure joint & several liability. Any changes to the above post the start of the program will require specific approvals as deemed appropriate by the risk investors.

VI. Declaration

The Bidder proposes to provide the Services described in *Section III (Programme details and requirements)* and

1. Data Reporting practices: Presence of a strong MIS system for data capturing and monitoring, internal processes for identification and mitigation of any data.
2. The proposal is submitted according to:
 - Annexure 3 - Proposal Template and
 - Annex: Standard Conditions of Request for Proposal

These documents collectively comprise the Bidder's "**Proposal**".

At the time of submitting a proposal, the Bidder agrees there is no conflict of interest (real or perceived) unless specifically and clearly identified in their proposal (see Annex) with a recommended plan to manage the conflict of interest. The Bidder agrees to notify the Risk Investors immediately if an actual or potential conflict of interest arises.

..... Signatory's printed name: Signatory's signature:
..... Signatory's Position Date
..... Signatory's Phone Number Signatory's Email Address

Fin Form-1
Financial Bid Formats

The Bidder is required to submit their financial proposal in the table mentioned below but not with the technical proposals.

Please specify all costs associated with delivering the intervention, including cost per beneficiary trained, placed, and retained in roles. Please provide a breakdown of costs at the following levels by gender:

(Amount in Rs.)

SN		Male	Female	Average
1	Program delivery cost			
	Cost of mobilization			
	Cost of enrolment			
	Cost of graduation			
	Cost of placement			
	Cost of retention (3-M)			
	Cost of retention (6-M)			
2	Indirect delivery cost			
3	Any other costs			

GST Extra and as applicable

- The QCBS would be applied only on the **total Cost** proposed by the bidder.

Schedule – 1

Scope of Work

I. Introduction

a. Background

India faces significant gaps in creating a skilled and meaningfully employed workforce with challenges in access to education, sub-optimal education outcomes, and low access to formal skilling in the workforce and limited opportunities for upskilling. These gaps affect women disproportionately. Additionally, COVID-19 had an adverse impact on skilling ecosystem; with around 10 million people losing their jobs in the second lockdown alone. In this scenario, the ecosystem requires mainstream skilling models that are COVID resilient and sustainable. These models need to meet skill shortages in critical sectors for COVID recovery and long-term growth. There needs to be a focus on facilitating skilling support for disadvantaged groups. The Skill India Impact Bond seeks to solve these challenges with a strong focus on achievement of graduation, placement, and retention for beneficiaries, with a strong emphasis on female beneficiaries.

The bond focusses on five sets of activities to accomplish these goals – firstly, driving innovations in intervention design through unencumbered working capital and ongoing support; secondly, incentivising training providers for placement and retention (3 month) rather than just enrolment and graduation; thirdly, managing intervention performance effectively, and facilitating sharing of learnings; fourthly, measuring and evaluating program progress and impact in a transparent manner; finally working with government and key ecosystem players to scale-up this outcome-based approach. Through each set of activities, the bond will continue to emphasise on resilience, innovation, and gender outcomes.

The bond was started in 2021 and is spread across 8 Cohorts, with four cohorts completed cohort-5 and 6 currently ongoing. Cohort 7 is expected to begin tentatively in January, 2025.

b. About National Skill Development Corporation

National Skill Development Corporation (NSDC) is a not-for-profit public limited company incorporated on July 31, 2008 under section 25 of the Companies Act, 1956 (corresponding to section 8 of the Companies Act, 2013). NSDC was set up by Ministry of Finance as Public Private Partnership (PPP) model. The Government of India through Ministry of Skill Development & Entrepreneurship (MSDE) holds 49% of the share capital of NSDC, while the private sector has the balance 51% of the share capital.

NSDC aims to promote skill development by catalyzing creation of large, quality and for-profit vocational institutions. Further, the organisation provides funding to build scalable and profitable vocational training initiatives. Its mandate is also to enable support system which focuses on quality assurance, information systems and train the trainer academies either directly or through partnerships. NSDC acts as a catalyst in skill development by providing funding to enterprises, companies and organizations that provide skill training. It also develops appropriate models to enhance, support and coordinate private sector initiatives. The differentiated focus on 37 sectors under NSDC's purview and its understanding of their viability will make every sector attractive to private investment.

c. About Michael & Susan Dell Foundation

Michael & Susan Dell Foundation (MSDF) is dedicated creating opportunities in education, health, and family economic stability for children and families living in urban poverty. Our intent is to achieve measurable and positive impact on the lives of children and their families, while at the same time catalysing systemic change. The foundation deploys a range of tools, from traditional philanthropic grants to mission-driven impact investments. Three key objectives drive the foundation's resource deployment:

- Measurable Social Impact
- Sustainable Institutions
- Roadmap to Substantial Scale

MSDF works in the areas of Education, Jobs & Livelihoods, and Financial Inclusion in India. Globally we are present in 3 geographies – US, India and South Africa.

II. Key Terms used in this document:

Term	Definition
Impact Bond	Impact bonds are outcome-based contracts that incorporate the use of private funding from risk investors to cover the upfront capital required for a technical provider to set up and deliver a service. The service is set out to achieve measurable outcomes established by the outcome payer and the risk investor is repaid only if these outcomes are achieved. Impact bonds encompass both social impact bonds (SIBs) and development impact bonds (DIBs).
Internal Rate of Return (IRR)	The profit on an investment, normally expressed as an annual percentage. This is typically the ratio of the income from the investment over the cost of the investment.
Outcomes	Measurable changes or benefits for an individual as the result of a service/intervention. Example: Improved learning in school, better mental health, sustained employment
Outcome Funder	An individual or organisation that pays if specific outcomes are achieved in an impact bond.
Risk Investor	An individual or organisation providing up-front financing to the training provider to cover operating costs in an impact bond.
Training Provider	A contracted partner who delivers the training and other related services to beneficiaries, aimed at achieving positive social outcomes in the impact bond.

III. About the current RFP:

- National Skill Development Corporation and Michael & Susan Dell Foundation (referred to as “Risk Investors”) are seeking proposals for the provision of the services described in *Section III below (Programme details and requirements)*.
- Each Bidder to this RFP is expected to:
 - i. Fully inform themselves on all aspects of the work required to be performed.
 - ii. Submit its proposal in accordance with the template provided below in Annexure -3 (Proposal Template).
 - iii. maintain all information in confidence and *not to copy nor disclose this information to any person outside the group directly responsible for responding to its contents*. The contents of this document may not be used for any purpose other than preparation of a response to this RFP. Should the bidder not be chosen for the engagement described in this RFP, the bidder must return all copies of this RFP to the Risk Investors
- Each Bidder, by submitting its proposal, agrees that the proposal is subject to the terms and conditions of the overall contracts governing the Skill Impact Bond.
- The program implementation timeline by the selected training partner through the RFP is expected to commence from January, 2025. The training partner must propose targets for the first cohort implementation and indicate the projected targets at enrolments for the future cohorts.

IV. Submission Details

Deadline for submission of duly filled proposal document is latest by 08th November, 2024 at 7pm IST. Proposals lodged in any manner other than as detailed in this paragraph or are submitted after the deadline shall be deemed to be invalid and may be excluded from consideration.

V. Programme details & requirements.

We are seeking proposals for Skill Impact Bond Program. The details and requirements of the programme is as given below:

1. Objectives of the project

The primary objective of this project is to enhance employability and income prospects of low-income Indians, esp. women to allow them to achieve their maximum economic potential and enhance their quality of life.

2. Key Impact Bond features

Sr No.	Header	Description
1	Programme duration	4 years total, currently in year 3
2	Training Programme length	<p>The Program is divided into 8 cohorts, with each cohort of 6 months each. All candidates trained and placed under the program are to be tracked for 3 months post placement.</p> <p><i>This Request for Proposal pertains to selection of Service Providers for Cohort 7 to Cohort 8 of SIB</i></p>
3	Outcomes include a mix of tracking, performance and learning outcomes	<p><u>Performance (Key Indicators based on which payment will be made)</u></p> <ul style="list-style-type: none"> • Enrolment: Number of candidates enrolling into training program • Graduation: Number of candidates completing training program and getting certified from empanelled assessment agencies • Placement: Number of candidates joining a job after completing training in the sector of training • Retention: Number of candidates engaged in wage employment for an extended period of at-least 90 days in a total of 120 days since start of employment <p><u>Learning (Indicators related to the broader learning agenda for skilling and employment; these will be determined at a later stage)</u></p> <ul style="list-style-type: none"> • Income improvements: Absolute and percentage change in income post training versus previous income level • Women's empowerment: Improvement in women's financial autonomy and life chances • Mainstreaming within organization: What can the organization learn to improve intervention delivery and performance at an organizational scale. • Mainstreaming with government: What can the government learn to improve intervention delivery and gain comfort in being a risk investor
4	Cost Target per beneficiary	<p>INR 15000 – INR 30,000 per beneficiary retained.</p> <p>Please note:</p>

Sr No.	Header	Description
		<ul style="list-style-type: none"> • This cost includes cost to enrol, train, certify, ensure placement and retention in job for 3-months. • This cost accounts for candidate dropouts across each stage. For calculating cost per candidate retained, please consider the total cost to incur 1000 retentions which might include training, certifying, and placing more than 1000 candidates. <i>For example, to achieve 1000 retentions, if 2000 candidates are enrolled, 1800 candidates are certified, and 1500 candidates are placed, the total outcome cost per candidate retained is</i> <i>(Enrolment cost of 2000 candidates + Training & Certification Cost of 1800 candidates + Placement cost of 1500 candidates + Retention cost 1000 candidates) /1000</i> • This is an indicative cap but please showcase any projected cost efficiencies, and to provide details if this number can be lower. • There will be a performance management unit within NSDC who will be supporting you throughout the intervention to track and manage the intervention, track costs and there will be additional support on evaluation as well. Please do call out the detailed costs of evaluation separately
5	Program Targets	<ul style="list-style-type: none"> • Min. of 9,000 beneficiaries to be retained in jobs for at least 3 months of which 62.5% is expected to be female candidates. Please note: • <i>Please note that the selected training provider will participate from cohort 7 and the balance targets will be allocated across all participating training partners and across the remaining program implementation tenure.</i> • <i>Targets can vary across sectors.</i> • <i>In your application, please provide details (refer to pt.4 of the proposed template) of how many beneficiaries you can reach through your interventions (min / max) across enrolment, certification, placement and retention stages</i>

Sr No.	Header	Description
6	Sectors	<p>Sectors:</p> <ul style="list-style-type: none"> • Healthcare • Logistics • Retail • Construction • Manufacturing • BFSI • Telecom • Any other sector that the provider is seeing high demand in over the last few months, and expects to see demand over the next 2-3 years. • While there are no targets across sectors, we would encourage sectors where women beneficiaries can be targeted. • Additionally, preference will be given to sectors which are non-traditional, and aspirational to both genders. • We also understand that beneficiary targets across sectors maybe different.
7	Focus on gender	<p>We aim to bring a deeper focus on women's participation with a total ~18,850 women to be reached over the entire period of the program.</p> <p>From Cohort-7, please note that:</p> <ul style="list-style-type: none"> • <i>We expect at least 50% of beneficiaries to be female candidates.</i> • <i>There will be minimum targets set for men and women beneficiaries over each cohort for each Service Provider</i>
8	Beneficiary Profiles	<p>The beneficiary group eligible for this programme is:</p> <ul style="list-style-type: none"> • Age: 18 to 40 years at time of enrolment, • (and) Education Qualification: Under-graduate degree holder or below (will include diploma, secondary education qualification, or similar equivalent qualification. • (and) NEET individuals (not in employment / education / training) with household income to be less than INR 25,000

Sr No.	Header	Description
		per month and candidate income to be less than INR 15,000 per month.

3. Key Design Principles

Intervention design by training providers should adhere to key design principles under the impact bond:

1. *Focus on long term and aspirational jobs:* Interventions to be focused on providing aspirational employment opportunities to trained individuals in a sustainable way. The intervention should focus on encouraging higher participation of women across the skills value chain.
2. *Piloting improved skilling models in the Indian skilling context:* The Skill Impact Bond is focused on driving innovation in the skilling sector and thus aims to provide new ideas for improving the efficiency and effectiveness of training providers.
3. *Building resilient skilling models:* COVID had impacted the skilling sector, changing placement demand for some otherwise usually high demand jobs. Further, the pandemic had limited the ability for some partners to deliver training in physical centres, forcing a transition to digital/phy-digital skills delivery. Proposals need to consider this element while designing their intervention.

Schedule – 2

Standard Conditions of Request for Proposal

1. Risk Investors at their discretion, may discontinue the RFP; decline to accept any proposal; decline to issue any contract; or satisfy its requirement separately from the RFP process.
2. Risk Investors may, at their discretion, vary the Request for Proposals before the Closing Time. Changes will be notified to the Bidder through appropriate means.
3. Based on this proposal, Risk Investors would be inviting shortlisted Bidders for interviews and other stages of selection.
4. The evaluation panel will evaluate proposals to determine alignment with impact bond. the panel will consist of members appointed at the risk investors' discretion.
5. The criteria for evaluation will be assessed according to the criteria outlined in Section V.
6. If requested by the Risk Investors, the Bidder must be able to demonstrate its financial stability and its ability to remain viable as a provider of the Services.
7. As part of the evaluation of proposal process, the Risk Investors, at its discretion, may request from the Bidder information on past projects/experience claimed in the Bidder's proposal, including contact details for referees.
8. Nothing in this RFP will be construed to create any binding contract (express or implied) between Risk Investors and any Bidder until a written Contract, if any, is entered into by the parties.
9. The Bidder acknowledges by lodging a Proposal that it accepts the terms of this
10. A Proposal is submitted on the basis that the Bidder:
 - a. Has examined this RFP and any other documents referenced or referred to herein for the purposes of submitting a Proposal; and
 - b. Has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having effect on its Proposal.

Schedule – 3

Fraudulent or Corrupt Practices

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

1.1. It **should** be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, bidders/suppliers/contractors/consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:

- a) Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub- vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- b) Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;
- c) A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and

"Fraudulent Practice", mean following:

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

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

Schedule – 4

Platform Support for Tender Preparation:

1. C1 India Private Limited: Service provider to provide the e-Tendering Software and facilitate the process of e-tendering on Application Service Provider (ASP) model.
2. NSDC e-Procurement Portal: An e-tendering portal of National Skill Development Corporation ("NSDC") introduced for the process of e-tendering which can be accessed on <https://nsdc.eproc.in>.

Pre-requisites:

- a) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSDC. Bidders can see the list of licensed CA's from the link www.cca.gov.in
- b) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-7291981138 for DSC related queries or can email at vikas.kumar@c1india.com.
- c) To participate in the online bidding, it is mandatory for the Applicants to get themselves registered with the NSDC e-Tendering Portal (<https://nsdc.eproc.in>)
- d) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- e) For helpdesk, please contact Help Desk Nos. +91-124-4302033 / 36 / 37
- f) Participant are requested to email their issues to procurement@nsdcindia.org and helpdesk at nsdcsupport@c1india.com. This will help serving the participant better.
Note: The subject line must be mentioned in mail heading **"Empanelment of agencies to onboarding Tech partners for support Implementation of Health Intervention Pilot under the Skill Impact Bond"**.
- g) The amendments/ clarifications to the tender, if any, will be posted on the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- h) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- i) It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Skill Development Corporation nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

DRAFT AGREEMENT

This Training Provider Service Agreement (“**Agreement**”) dated 05th August 2022 is by and between

National Skill Development Corporation, (CIN: U85300DL2008NPL181612) a company incorporated under the Companies Act, 1956, and having its registered office at 5th and 6th Floor, Kaushal Bhawan, New Moti Bagh, Sarojini Nagar, New Delhi – 110023 (hereinafter referred to as “**NSDC**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

AND

_____, (CIN: _____), a _____ incorporated under _____ and having its registered office at _____ (hereinafter referred to “**Training Provider**”, which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the SECOND PART.

Each of the above shall individually be referred to as a “**Party**” and collectively as “**Parties**” for the purposes of this Agreement, unless the context otherwise requires.

WHEREAS

- (A) NSDC is a not-for-profit public limited company incorporated under the Companies Act, 1956, having license under section 25 of the said Act (corresponding to section 8 of the Companies Act, 2013) and established as a public private partnership with the object of developing unskilled and semi-skilled labour force into productive and skilled labour, and to establish, manage, run and support institutes and polytechnics for achieving this objective.
- (B) Training _____ Provider _____ is _____.
- (C) Parties intend to collaborate for the implementation of the Skill Impact Bond (“**SIB**”) to save livelihoods and achieve skilling outcomes in India. Pursuant to a request for proposal dated _____ British Asian Trust, on the joint instructions of NSDC and Michael and Susan Dell Foundation, had called for proposals/bids to provide Services (defined later) in relation to the SIB. The Training Provider submitted a bid response dated _____ (“**Bid Response**”) indicating its interest in providing Services in relation to the Skill Impact Bond. Further, the Training Provider also submitted an updated proposal on _____ (“**Response**”), indicating its interest in providing Services in relation to Cohort 7 of the Skill Impact Bond.
- (D) Subject to the terms of this Agreement, NSDC appoints Training Provider as the Training Provider to provide Services for the seventh Cohort onwards of SIB starting from _____. Accordingly, Parties agree to certain common terms to govern their relationship by way of this Agreement.

DEFINITIONS AND INTERPRETATIONS

1. DEFINITIONS

The Parties agree that, except where expressly stated to the contrary, the following words and definitions shall have the meaning set forth below for the purposes of this Agreement:

- (a) **“Applicable Law”** or **“Law”** means any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
- (b) **“Authority”** means any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders (defined later) of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country;
- (c) **“Batch”** means a set of between twenty (20) and thirty (30) Beneficiaries who have completed Enrolment into a training program of duration ranging up to six (6) months for the purposes of the SIB. All Batches in a Cohort will be enrolled within 3 calendar months of Cohort Start Date;
- (d) **“Batch End Date”** means training completion date of the respective Batch or the date of Certification for the respective Batch, whichever is earlier;
- (e) **“Batch Start Date”** means the first day of training for the respective Batch as reported on the Skill India Portal (SIP).
- (f) **“Beneficiary” / “Beneficiaries”** is defined in Schedule I and refers to the target individuals for the benefit of whom the SIB is being implemented;
- (g) **“Business Day”** means a day other than Saturday or Sunday on which Parties are open for general business in India;
- (h) **“Calendar Days”** mean consecutive days on a calendar including public holidays, Saturday and Sunday;

- (i) **“Certification” / “Certified”** means successful assessment/re-assessment by a third-party assessing agency/employer post completion of training.;
- (j) **“Commencement Date”** means the date on which this Agreement is signed by the Parties;
- (k) **“Cohort”** means a period of 6 months in which training of Beneficiaries shall take place in multiple Batches formed by the Training Provider over two cycles as agreed between NSDC and the Training Provider. The SIB will have a maximum of 8 Cohorts;
- (l) **“Cohort Start Date”** means _____ for the seventh Cohort. For the subsequent Cohorts, Cohort Start Date means the first Business Day of the 7th calendar month from last Cohort Start Date or any later date as agreed between the Parties, in case of any potential delays;
- (m) **“Confidential Information”** includes the contents of this Agreement and all content created pursuant to this Agreement. It also includes, with respect to NSDC and the Training Provider, any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, technical data, developments, intellectual property, ideas, know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, either Party pursuant to this Agreement, but excluding information which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the receiving Party of any of the provisions of this Agreement and includes any tangible or intangible non-public information that is marked or otherwise designated as ‘confidential’, ‘proprietary’, ‘restricted’, or with a similar designation by the disclosing Party at the time of its disclosure to the receiving Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure;
- (n) **“Corrupt Practices”** include, but are not be limited to, offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the rendering of the Services, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any governmental official;
- (o) **“Data Report”** refers to the reports prepared by the Training Provider documenting the achievement or non-achievement of the Payment Metrics;
- (p) **“Enrolment” / “Enrolled”** means the process of admitting Beneficiaries into the Batch launched by the Training Providers for the purpose of the SIB; A Beneficiary will be considered enrolled if he/she attends training for at least 5 continuous Calendar Days from his / her respective Batch Start Date:

- (q) **“Force Majeure”** means any cause not within a party's reasonable control and that is not reasonably foreseeable at the date of this Agreement that materially affects the performance by a Party of its obligations under this Agreement arising from pandemic, epidemic, acts of God, strikes, lock-outs or other industrial disputes, war, insurrection, riot, flood, political upheaval, terrorist attack or any natural disaster;
- (r) **“Intellectual Property”** or **“Intellectual Property Rights”** means any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, internet and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case in relation to the Services or any part thereof and which exist, or may exist, in any jurisdiction anywhere in the world;
- (s) **“Intervention Design”** means the collective plan agreed between the Training Provider, NSDC and any other person that NSDC may appoint in this behalf, to undertake skilling programmes towards achievement of the Payment Metrics;
- (t) **“Order”** means any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Authority;
- (u) **“Payment Metrics”** refer to the pre-agreed outcomes sought to be achieved by the Training Provider. For the purposes of this Agreement, Enrolment, Certification, Placement, Retention 3-Month shall individually be referred to as a Payment Metric and collectively as Payment Metrics;
- (v) **“Performance Manager”** means person, consultant, employee or company engaged by NSDC as a performance manager in relation to the SIB;
- (w) **“Placement” / “Employed”** means successful joining of a Beneficiary with the employer in the Sector of Training within 60 calendar days of his / her Certification. Sector of Training means the list of sectors as mentioned in Schedule I or as shared by NSDC. The Sector of Training will be applicable only for the first job after Certification.
- (x) **“PMU”** means the performance management unit constituted by NSDC which includes NSDC and any Performance Manager that NSDC from time to time appoint;
- (y) **“Retention 3-Month”** means Employed Beneficiary retaining his/her position in a paid role for a period 3 months after Placement. Any breaks including due to a job change, aggregating upto a total period of 4 weeks shall not be counted for the calculation of the 3 month period;

- (z) **“Re-assessment”** means Certification or Certification by first employer within 30 calendar Days from Batch End Date in the event of non-Certification of Beneficiary before Placement;
- (aa) **“Skill India Portal” or “SIP”** means the online training management system maintained and operated by NSDC.
- (bb) **“Services”** mean the scope of services to be provided by the Training Provider as set out in Schedule I of this Agreement.
- (cc) **“Service Fee”** is defined in Clause 9.1.
- (dd) **“SIB”** means Skill Impact Bond .
- (ee) **“Term of this Agreement” or “Term”** means a period of 4 (four) years beginning from the Commencement Date or such longer period as may be agreed between the Parties unless terminated earlier as per the terms of this Agreement.

2. INTERPRETATION

A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

Save where it is stated to the contrary, any reference to this Agreement shall include any permitted variation, amendment or supplement to this Agreement.

Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

Except as otherwise expressly provided in this Agreement, all remedies available to the Parties under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy.

A reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders, unless the context requires otherwise.

The words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

A reference to the word “day(s)” shall mean a Calendar Day, unless the context otherwise requires.

3. COMMENCEMENT AND DURATION

The rights and obligations of the Parties under this Agreement shall take effect from the Commencement Date.

The rights and obligations of the Parties under this Agreement shall continue in force till the expiry of Term of this Agreement or earlier termination as per the terms of this Agreement.

4. APPOINTMENT OF TRAINING PROVIDER

- 4.1 The Training Provider will provide Services as specified in Schedule I of this Agreement.
- 4.2 All services, functions or responsibilities which are reasonably necessary and required for the performance or provision of the Services shall be deemed to be included within the scope of Services of the Training Provider.
- 4.3 Except as specifically mentioned, all tools, and materials required by the Training Provider to perform its obligations under this Agreement shall be used by the Training Provider, at no extra cost to NSDC.
- 4.4 The Services performed by the Training Provider under this Agreement shall conform to the standards mentioned herein and, when no applicable standard is mentioned, to the standards appropriate to NSDC’s geographic region and good industry practices.
- 4.5 NSDC may at any time, from time to time, change the form, quality or quantity of scope of Services at its sole discretion, and the Training Provider shall render such revised Services in respect of such variation as agreed between the Parties. A variation in Services shall not entitle the Training Provider to any further or additional payments over and above the Service Fee specified under Schedule II unless the variation results in additional services significantly over and above those set out under Schedule I of this Agreement in which case the Parties shall discuss and mutually agree for the further course of action.
- 4.6 The Training Provider shall not sub-contract, delegate or assign any part of this Agreement, or any rights or obligations under this Agreement without the prior written approval from NSDC. Any purported assignment, delegation or sub-contracting shall be void. Notwithstanding the aforesaid, the Training Provider shall continue to remain completely liable and retain all responsibilities and liabilities towards performance of obligations under this Agreement.

5. ROLE AND RESPONSIBILITIES OF TRAINING PROVIDER

- 5.1 The Training Provider shall execute and complete the Services with due care and diligence, and in such manner as may be required and specified under this Agreement.
- 5.2 The Training Provider shall acquire in its name all applicable approvals required for the performance of its obligations under this Agreement and comply with terms and conditions thereof while execution of its obligations.
- 5.3 The Training Provider shall:
diligently carry out the Services in an ethical manner and in good faith;
comply with NSDC's requirements relating to the Services;
not do anything during its dealings with any third party in relation to this Agreement, which may adversely affect or injure the goodwill of NSDC and/or bring NSDC disrepute;
adhere to specific delivery timelines of NSDC and ensure that its performance meets the specifications/ requirements as specified in the agreed scope of Services (Schedule I);
exercise such skill, care and diligence as is required for the proper performance of its obligations under this Agreement;
comply with any reasonable directions, orders and instructions which NSDC may from time to time give to it in accordance with and pursuant this Agreement;
obtain and keep in force all licenses, approvals, authorizations and consents which may be necessary in order to perform the Services, and prepare and submit all necessary applications and requests for any further license, approval, authorization or consent required in connection with, its obligations under this Agreement; and
notify NSDC promptly in writing upon becoming aware of any pending or threatened legal proceedings or any other circumstances which, if adversely determined, might reasonably be expected to materially and adversely affect the ability of the Training Provider to perform the Services.
- 5.4 The Training Provider unequivocally undertakes to comply with all Applicable Laws in force. Notwithstanding Clause 4.6,, the Training Provider shall indemnify and hold harmless NSDC from and against any and all liabilities, damages, claims, fines, penalties, expenses etc. of whatever nature arising or resulting from the violation of such Applicable Laws by the Training Provider or its personnel, agents, sub-contractors or delegates.
- 5.5 The Training Provider agrees that the Training Provider shall be solely liable to NSDC for any loss that NSDC may suffer as a result of any act or omission, breach of this Agreement, theft, fraud, breach of confidentiality or other criminal act of the Training Provider or any of its agents, sub-contractors, employees, workers or personnel whatsoever. Further, the Training Provider shall be responsible for all compliances related to its employees.
- 5.6 The Training provider shall provide all reports, information and access to seek information from Beneficiaries Enrolled under the SIB or employers where Beneficiaries are reported to be placed by the Training Provider, as may be required by the PMU.

- 5.7 The Training Provider shall provide all data regarding its total intervention cost under the SIB as may be required by NSDC or PMU for verification, analysis or audit for each Batch and Cohort.
- 5.8 On instructions from NSDC, the Training Provider shall work with such third party, agent, employee or representative of NSDC with regard to the activities carried out under this Agreement.
- 5.9 The Training Provider shall alone be responsible for any irregularity in selection of Beneficiaries, organizing the Training Programmes, maintaining residential facilities for trainees, maintenance of records, placement of Beneficiaries and for activities connected to the rendering of Services.
- 5.10 The Training Provider undertakes that it shall ensure that important events like selection process, conducting of Training Programmes and any other activity as instructed by NSDC shall be photographed for record, and NSDC shall be at the liberty to join such ceremonies. Further, the Training Provider shall allow any other third party as directed by NSDC to also join such ceremonies. During the implementation of any activity, the expenditure on photographs and videography and for other related material to the Services shall be borne by the Training Provider.
- 5.11 The Training Provider shall be responsible for preparing all training material for the Services as per the terms of this Agreement.
- 5.12 The Training Provider shall be solely and exclusively responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by it whether or not in the course of providing the Services and for the health, safety and security of such persons or entities and their property/ies.
- 5.13 The Training Provider shall maintain all accounting records and documents concerning the Services. The Training Provider shall maintain and provide records showing the expenditure incurred, utilization of the drawdowns, and such records shall be open to examination and audit by NSDC through its authorized representatives at any time during and after expiry / termination of Agreement.
- 5.14 NSDC and PMU shall be entitled to monitor the various centers of the Training Provider which are involved in providing the Services. NSDC and PMU may undertake planned / surprise visit to inspect the progress of the various activities involved under the Services.
- 5.15 NSDC and PMU shall be entitled to seek clarifications/information whatsoever from the Training Provider with respect to any activity concerning the Services. Any such clarifications/information sought by NSDC shall be provided by the Training Provider within 7 (seven) Calendar Days.
- 5.16 It is explicitly agreed and acknowledged by the Training Provider that the Performance Manager is an independent legal entity separate from NSDC, Performance Manager is not an agent of NSDC, and its views, opinions and commitments should not be treated as those of NSDC and vice versa, unless explicitly mentioned in writing by NSDC. Each party is fully and solely responsible for its own actions.

6. COHORT RELATED TIMELINES AND REPORTING OBLIGATIONS OF TRAINING PROVIDER

The SIB envisages a total of eight Cohorts during the SIB tenure with each Cohort being launched for a period of every 6 months each. The Training Provider shall undertake a maximum of two cycles of enrollment in multiple Batches in each Cohort. Further, there shall be no overlapping of enrollments in any two cohorts.

Enrollment plan shall be agreed 30 Calendar Days in advance of each respective Cohort Start Date. NSDC in its sole discretion may delay the Cohort Start Date.

The Enrolment of Beneficiaries for a Cohort will not start before the Cohort Start Date. The last Batch Start Date within a Cohort will be not later than 90 Calendar Days from such Cohort Start Date.

Batch End Date should not exceed 180 Calendar Days from the Cohort Start Date.

Reassessment should not happen for more than 1% of the total Enrolled Beneficiaries in a Cohort.

The last date of Placement for a candidate from a Batch should be not later than 60 days from the Certification date for that Batch.

The last date for Retention 3-Month for a Beneficiary will be no more than 120 Calendar Days from her/ his date of Placement.

Training Provider agrees to upload all Data Report on SIP. Uploading of Data Report means uploading Data Reports on SIP for accessibility by NSDC and any other person as NSDC may authorize.

The preparation and uploading of Data Reports on SIP shall be an ongoing process with the Training Provider preparing such reports for each of the Payment Metrics basis timelines as under:

Cohort mobilization/ Enrollment plan: All Enrolment Data Reports for a Cohort will be shared within 100 Calendar Days from the Cohort Start Date.

Enrollment data – Batch Enrolment Data Reports will be uploaded on SIP within 10 Calendar Days of respective Batch Start Date within a Cohort;

Certification data - Certification Data Reports will be uploaded on SIP within 14 Calendar Days of each respective Batch End Date, and all Certification Data Reports as specified in Schedule V to this agreement for a Cohort will be reported within 180 days of Cohort Start Date. In case of Re-assessment, Certification Data Reports should be reported within 37 Calendar Days from Batch End Date.

Placement data – Placement Data Reports uploaded on SIP on a weekly basis, starting 7th Calendar Day from the date of Certification. All Placement Data Reports as specified in Schedule V to this agreement for a Cohort shall be reported by 7th Calendar Day from last date of Placement for that Cohort.

Retention 3-Month data- Retention 3-Month Data Reports uploaded on SIP every 14 Calendar Days from the first date of Placement for the Cohort. All Retention 3-Month Data Reports as specified in Schedule V to this agreement for a cohort should be reported within 30 Calendar Days from the last date of Retention 3-Month for such Cohort or within 350 days from such Cohort Start Date, whichever is earlier.

In addition to the key Data Reports set out in Clause 6.9 above, the Training Provider shall prepare additional reports as set out in Schedule III of this Agreement. The Training Provider shall also prepare any other report as may be required by NSDC or the PMU from time to time subject to mutual agreement between Parties.

The Training Provider shall also share the Data Reports with NSDC, and with any third party, agent, employee or representative of NSDC, on the directions of NSDC/ PMU, within 3 working days of such instruction being received from NSDC as the case may be.

In case of any delay in uploading or sharing of Data Reports on SIP / with NSDC, the Training Provider shall promptly notify NSDC in writing of the fact of the delay, its likely duration, and its cause. Parties hereby agree that a penalty of INR 5,000 per day per Data Report shall be levied each time on the Training Provider in the event of delay in submission of Data Reports by more than 5 working days. NSDC may, subject to its satisfaction, waive penalty for late submission if the Training Provider provides suitable reasons behind the delay.

In case of continuous defaults or delays in submission of Data Reports by the Training Provider, NSDC shall have the right to terminate this Agreement.

7. NSDC's RESPONSIBILITIES

NSDC may, either by itself or through a third party or both, help in the preparation of appropriate Intervention Design and provide guidance and support to the Training Provider towards achievement of Payment Metrics.

NSDC shall provide all inputs and requisite data in its possession on time without unreasonable delay as requested by the Training Provider and related to provision of the Services.

8. DELAYS IN SERVICES

Delivery of Services and performance of related services shall be made by the Training Provider in accordance with the time schedule prescribed by NSDC in Schedule IV under this Agreement. Should the Training Provider encounter conditions impeding timely delivery of the Services, the Training Provider shall promptly notify NSDC in writing of the fact of the delay, its likely duration, and its cause(s). This shall, however, not absolve the Training Provider from its obligation, liability, penalty etc. concerning / arising out of such delay. As soon as practicable

after receipt of the Training Provider's notice, NSDC shall evaluate the situation and may at its discretion extend the Training Provider's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties in written form.

9. SERVICE FEE

As consideration for its Services under this Agreement, the Training Provider will be entitled to a Service Fee depending on the level of achievement of each Payment Metric by the Training Provider ("**Service Fee**") as set out in Schedule II.

The final Service Fee payable to the Training Provider shall be calculated basis actual achievement of Payment Metrics and the pre-determined formula for calculation as agreed between the Parties in Schedule II. NSDC shall disburse Service Fee to the Training Provider in the manner set out in Schedule II of this Agreement.

If a portion of the Service Fee as set out in Schedule II is not paid as advance by NSDC as per the payment timelines specified in Schedule II, the Training Provider shall suspend the commencement of that particular Batch till such time the advance payment is received from NSDC.

Service Fees are inclusive of all applicable taxes including GST and subject to any withholding obligations under law. Any applicable GST or other taxes shall be borne by the Training Provider and paid to the Government in accordance with law.

The Training Provider recognizes that payments are linked to, and dependent on the successful completion of Services, within timelines mentioned in this Agreement, and submission of all relevant deliverables sought under this Agreement.

The Training Provider shall raise invoices on a quarterly basis along with submission of relevant documents, in relation to the Payment Metrics achieved and reported till date. The amounts shall be due upon NSDC's and PMU's verification of Data Reports for each Payment Metric and receipt of a valid invoice by NSDC, and all undisputed invoices shall be paid by NSDC within [30] days of receiving such invoice from the Training Provider.

NSDC shall have the sole discretion deciding whether the Payment Metrics have been achieved by the Training Provider and may consult the Training Provider while making the decision.

Notwithstanding anything contained in Agreement, any Annexure or any other document, the Training Provider hereby agrees unconditionally that the payment obligation of NSDC is subject to receipt of funds by NSDC from the concerned parties to the SIB. The Training provider shall

not have any claim against NSDC for any delay in payment to the Training Provider on account of delay in receipt of funds by, NSDC from other parties to the SIB.

Without prejudice to the other provisions of this Agreement, in the event any activity concerning the Services is not as per Schedule I, NSDC shall reserve the right to withhold or reduce the Service Fee or stop further payment of Service Fee, and release of the further Service Fee shall be made upon remedying of the unsatisfactory work and on resolution of the outstanding queries of NSDC to the satisfaction of NSDC. In the event the Training Provider fails to remedy the unsatisfactory work or resolve the outstanding queries, NSDC shall be entitled to seek recovery of the Service Fee already paid to the Training Provider under the Agreement.

10. REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties set out in Schedule VI, each Party represents and warrants to the other Party that:

It has full power and authority to execute, deliver and perform this Agreement;

It has taken all necessary action to authorize the execution, delivery and performance of this Agreement;

This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

It strictly complies with all Applicable Laws, now or hereafter in effect, relating to its performance of this Agreement; and

It maintains in full force and effect all licenses, permits, authorizations, registrations, and qualification from any Authority to the extent necessary to perform its obligations hereunder.

The Training Provider represents and warrants that:

It possesses the necessary experience, expertise and ability to undertake and fulfil its obligations under all phases involved in the performance of its obligations under this Agreement;

All representations made by the Training Provider in the Bid Response is and shall remain true and accurate during the Term; and

It shall not use the Service Fee received under this Agreement for any purpose other than the achievement Payment Metrics set out under this Agreement. The utilization of Service Fee by the Training Provider shall in no way breach provisions of any law applicable to the Training Provider.

The Training Provider warrants to NSDC that it does not have and is not aware that it will have in the future any interest in any matter where there is a reasonable likelihood to be a conflict of interest between its interest and that of NSDC. If at any stage, the Training Provider becomes aware of any conflict of interest or the potential of conflict of interest, it shall promptly notify NSDC. The Parties shall discuss the actual or potential conflict and shall use reasonable endeavors to minimize or eliminate its impact taking into account the interests of the Beneficiaries.

Each Party undertakes that:

- (a) It shall make itself aware of, and comply with, its obligations under the relevant counter terrorist financing legislation; and
- (b) It shall ensure, so far as is within its power, that none of the funds are made available or used (i) to provide support to any individual, group or entity associated with terrorism or (ii) to provide support to a Sanctioned Entity (defined hereinbelow) or (iii) otherwise be used in connection with a Sanctioned Country (defined hereinbelow).

"Sanctioned Country" means any country/region subject from time to time to any sanctions and/or trade embargoes administrated by any Sanctioning Authority (defined hereinbelow), currently the Balkans, Belarus, Burma, Burundi, Central African Republic, Cuba, Democratic Republic of Congo, Hong Kong, Iran, Iraq, Lebanon, Libya, Mali, Nicaragua, North Korea, Somalia, Sudan, South Sudan, Syria, Ukraine/Russia, Venezuela, Yemen, and Zimbabwe;

"Sanctioning Authority" means OFAC or any authority responsible for the administration of sanctions and embargoes in the United States of America, at the United Nations (Security Council), in the European Union, in the UK (Her Majesty's Treasury), in Switzerland, in India or any other relevant sanctioning authority and/or legislation enacted or by any Member State of the European Union to give effect to such sanctions.

"Sanctioned Entity" means an individual, entity or any other party, including, without limitation, official or de facto authorities (a) located, domiciled, resident, incorporated or operating in a Sanctioned Country, or (b) subject to any Sanctions List, or (c) owned or controlled by an individual, entity or any other party as defined in (a) and (b) hereinbefore.

Each warranty and representation in this Agreement shall be construed as a separate warranty or representation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or representation or any other term of this Agreement.

The Training Provider makes and confirms each of the warranty and representation as mentioned above and in other clauses of this Agreement on each relevant Service Fee payment date as set out in Schedule II.

11. COMPLIANCE WITH ANTI-CORRUPTION LAWS

The Training Provider represents and warrants that it is familiar 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.

The Training Provider irrevocably, unequivocally, and explicitly undertakes, assures and agrees to:

- observe the highest standards of ethics during rendering of the Services and undertakes to take all measures necessary to prevent Corrupt Practices at all times during the discharge of its obligations under this Agreement;
- neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from NSDC to a public official or any person in violation of any Applicable Laws relating to anti-corruption or anti-bribery; and
- comply with all the Applicable Laws of India relating to anti-corruption or anti-bribery, including but not limited to PCA and IPC.

The Training Provider has not and undertakes that it shall not engage in the following conduct: making of payments or transfers of value, offers, promises or giving of any financial or other advantage, or requests, arrangements to receive or acceptances of any financial or other advantage, either directly or indirectly, which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, facilitation payments or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity.

It is explicitly agreed, acknowledged, and undertaken by the Training Provider that it is an independent Training Provider fully and solely responsible for its own actions. The Training Provider undertakes that it shall not make or sign or purport to make or sign any contracts or other instruments in the name of NSDC, make any commitment for the account of, assume or create express or implied obligations of any kind on behalf of, or in any respect binding NSDC. In no event shall NSDC be held liable or accountable for any obligations incurred by the Training Provider due to a breach of this clause 11.4 by the Training Provider.

The Training Provider undertakes and agrees, at all times, to comply with all legal, fiscal and commercial obligations which are required of it in its capacity as an independent Training Provider.

The Training Provider shall indemnify and hold harmless NSDC for the amount of any actual loss which may be suffered by NSDC and any penalty imposed on NSDC by the competent authorities as a result of Training Provider’s breach of the anti-corruption laws under this Clause 11 hereof.

The Training Provider explicitly and irrevocably agrees that NSDC shall have the absolute right to immediately terminate this Agreement without incurring any liability, on Training Provider's breach of any provision of this clause 11.

12. LIMITATION OF LIABILITY

Neither Party shall be liable for any consequential, incidental, special, indirect, exemplary or punitive damages revenue or business, regardless of the nature of the claim, even if the other Party has been notified of the possibility of such damages.

13. TERMINATION

Either Party may terminate this Agreement immediately in the event that:

- the other Party has committed a material breach of any of its obligations hereunder which cannot be remedied.
- the other party has committed a material breach of any representations or warranties under this Agreement.
- the other Party has committed a breach of any of its obligations hereunder and has failed to remedy such breach (if the same is capable of remedy) within fifteen (15) days of being required by written notice so to do.
- the other Party goes into liquidation or bankruptcy or insolvency (whether compulsory or voluntary) or an administrator or receiver or liquidator is appointed over the whole or any part of that other Party's assets or if that other Party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any such judgment is made against that other Party or any similar occurrence under any jurisdiction affects that other Party;
- the other Party ceases or threatens to cease to carry on business or is removed from the relevant register of companies as per Applicable Law, where applicable.
- by mutual agreement pursuant to a signed, written termination agreement by all Parties; or
- on the occurrence of a Force Majeure event, which continues for a period of 30 days, provided either Party cannot perform its obligations under the Agreement due to such Force Majeure event.

NSDC shall have the right to terminate this Agreement:

- if NSDC determines that the Training Provider fails to meet its objectives or obligations as defined in this Agreement;
- if NSDC determines that the services provided by the Training Provider under this Agreement no longer meets the objectives of SIB;
- if NSDC determines that the Training Provider has committed fraud, gross negligence, or wilful default;
- if NSDC determines that the Training Provider and/or its employees, sub-consultant, sub-vendors, agents have engaged in Corrupt Practices in executing this Agreement;
- if NSDC determines that the Training Provider is in breach of its Safeguarding obligations, or Confidentiality obligations or Data Protection requirements or Integrity provisions; or

without assigning any reason by giving written notice of 30 (thirty) days.

Either Party's right to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under Applicable Law.

14. CONSEQUENCES OF TERMINATION

Upon termination of this Agreement, any rights or authority granted by NSDC to the Training Provider under this Agreement shall terminate with immediate effect.

Within 7 (seven) Calendar Days after termination, upon the request of NSDC, Training Provider will return or destroy, at the option of NSDC, all Confidential Information of NSDC and all materials relating to work in progress of the Agreement.

Except where the Agreement is terminated pursuant to clause 11 (Compliance with Anti-Corruption Laws) or Clause 13.2(d), NSDC shall settle all charges or amounts payable for Services already availed in accordance with the terms of this Agreement, whether invoiced or not, subject to the Training Provider providing suitable valid invoices, outstanding upon the date of termination, within 30 (thirty) days of such termination;

The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced in any manner.

15. INTELLECTUAL PROPERTY RIGHTS

The Training Provider acknowledges that any Intellectual Property Rights already owned by NSDC shall remain the sole property of NSDC. However, so as to enable the Training Provider to provide the Services and to comply with its obligations under this Agreement, NSDC acknowledges that the Intellectual Property Rights or part thereof owned by NSDC will need to be made available to Training Provider and such property is made available (on case to case basis and with prior written approval of NSDC) only to enable the Training Provider to provide Services under this Agreement.

The Training Provider also acknowledges and assigns to NSDC in perpetuity and exclusively, Intellectual Property Rights in any deliverables created under this Agreement, in the course of provision of the Services. This includes but is not limited to reports, tables, presentations, handbook developed in furtherance of providing Services under this Agreement. The Training Provider shall have no right and shall not claim any right over the aforesaid deliverables in any manner.

NSDC acknowledges that the Intellectual Property Rights owned by the Training Provider, independently as separate from providing Services under this agreement, including tools for provision of Services of this Agreement, learning tools, format and similar materials developed by the Training Provider in the course of its business, shall belong to the Training Provider only.

16. USE OF CONFIDENTIAL INFORMATION

The Training Provider may be given access to Confidential Information from NSDC in order to perform its obligations under this Agreement. The Training Provider shall use the Confidential Information of NSDC only for purposes of complying with its obligations under this Agreement.

Each Party undertakes that it shall not disclose to any person any Confidential Information the other Party. No Party shall use other Party's Confidential Information for any purpose other than to exercise its right and perform its obligations under or in connection with this Agreement.

Notwithstanding the provisions of sub-clauses 16.1 and 16.2, each Party may disclose the other Party's Confidential Information:

to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall use reasonable efforts to ensure that its employees, officers, representatives or advisers to whom it discloses Confidential Information comply with this requirement. In no event shall such efforts be less than the degree of care and discretion as the Party exercises in protecting its own valuable confidential information; or

as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided however that only to the extent required and provided that such Party (i.e. which is required by law, court etc.) shall promptly notify and assist the other Party so as to enable such other Party to seek a protective order or other appropriate remedy.

The Training Provider undertakes that it shall not copy or reproduce in any manner whatsoever the Confidential Information of NSDC or any part thereof without the prior written consent of NSDC, except where required for its own internal use in accordance with this Agreement; and promptly upon the request of NSDC, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of NSDC, destroy and confirm in writing the destruction of the Confidential Information.

The obligations of confidentiality contained in this Agreement are intended to survive the termination of this Agreement.

17. PRIVACY, DATA PROTECTION AND BENEFICIARY SAFEGUARDING

The Parties hereby agree that all individual personal data collected in relation to this Agreement shall remain confidential in perpetuity.

The Parties agree that aggregated anonymized data may be made public, subject to compliance with applicable data protection and confidentiality requirements in the jurisdiction where it was collected.

Any collection, processing, or otherwise handling of data collected in relation to this Agreement, including but not limited to data for Payment Metrics shared by Training Providers, shall always be in compliance with Applicable Laws of the relevant jurisdictions.

Parties agree to a common safeguarding and Beneficiary protection policy ("Safeguarding Framework") as set out in Schedule VII. Parties shall undertake their respective obligations with respect to safeguarding as set out in Schedule VII.

The Training Provider agrees to implement and adhere to the terms of the common privacy protection policy in connection with the Agreement as per attached Schedule VIII ("Privacy Policy"). The Training Provider shall also report and provide evidence of compliance with the Privacy Policy (Schedule VIII) and Safeguarding Framework (Schedule VII).

The Training Provider shall promptly notify NSDC or the PMU of any violations of the privacy or beneficiary safeguarding policy as set out in the respective policy. The Training Provider shall make best efforts to investigate and follow up on any violations of the privacy or beneficiary safeguarding policy and offer any other reasonable support for the affected parties.

Training Provider shall ensure that the relevant staff that work on this programme have access to, are familiar with, and know their responsibilities with respect to safeguarding and privacy protection under the relevant policies.

Training Provider shall ensure, with the support of NSDC, that relevant staff receive training and support on safeguarding at a level commensurate with their role on the programme.

The Training Provider will cooperate with any training agency as instructed by NSDC, and shall assist in training its staff, employees, agents, sub-contractors, assigns, delegates and consultants with respect to any privacy or safeguarding best practices.

The Training Provider agrees to ensure that safe, appropriate and accessible means of reporting safeguarding concerns are made available to their staff and Beneficiaries (such as Whistleblowing channels and protections).

The Training Provider agrees to report all privacy and safeguarding concerns to NSDC or the PMU appointed by NSDC.

The Training Provider undertakes to fulfil its role in respect of SIB in a manner reasonably determined to achieve the Payment Metrics for the benefit of the Beneficiaries, to the maximum extent and to uphold the integrity of the SIB.

Where applicable, the Training Provider shall make reasonable efforts to maintain good relationships with local authorities and stakeholders and retain its legal and social licences to operate.

The Training Provider shall also make reasonable efforts to ensure that other activities / projects undertaken by it outside the SIB do not breach clause 17.12 and 17.13 as above.

18. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performance of any obligation, under this Agreement to the extent such failure or delay is due to a Force Majeure event. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay. The notification shall include details of the Force Majeure event, including evidence of its effect on the obligations of the affected Party and any action proposed to mitigate its effect.

If the affected Party is prevented from performing any of its obligations for more than ninety (90) days due to such Force Majeure event, the other Party may decide to release the affected Party from performing such obligations hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure event so long as the Force Majeure event continues, in order to enable the affected Party to perform its other obligations hereunder as so modified.

The affected Party shall notify the other Parties as soon as practicable after the Force Majeure event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure event.

19. INDEMNITY

Without limiting any other rights which NSDC may have under this Agreement and under any law, the Training Provider shall indemnify, defend, hold harmless and keep indemnified NSDC, its associates, directors, employees etc. from and against any claim or loss including without limitation, fines, penalties, fees, damage, costs (including legal fees and expenses) liability (whether criminal or civil) suffered and/or incurred by NSDC, its affiliates, directors, employees

etc. arising from or in connection with the performance or non-performance of the Services by the Training Provider under this Agreement or due to any breach of the terms and condition of this Agreement including any covenants, obligations and representations and warranties of the Training Provider, or with any Applicable Laws and regulations governing the performance of the Services by the Training Provider under this Agreement. The provisions of this Clause shall survive the termination or expiry of this Agreement.

20. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of the Republic of India.

In the event of any dispute, controversy or claim arising in any way out of or in connection with this Agreement (“**Dispute**”), the Parties shall attempt in the first instance to resolve such Dispute through amicable discussion. If the Dispute is not resolved through such amicable discussion within 30 (thirty) days of a notice of Dispute being given or such longer period as the Parties agree to in writing, then any Party may refer the dispute for final resolution by arbitration.

Any Dispute, subject to clause to sub-clause 20.2, shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The arbitration proceedings shall be held at New Delhi, India.

21. JURISDICTION

Subject to Clause 20, the Parties hereby agree that courts at New Delhi shall have the exclusive jurisdiction to determine any disputes arising out of, or in relation to, the terms and conditions of this Agreement.

22. ENTIRE AGREEMENT

This Agreement (together with any documents referred to in it) sets out the entire agreement between the Parties and supersedes any previous agreement or arrangement between the Parties relating to the subject matter of it (and any document referred to in it).

23. ASSIGNMENT / TRANSFER

The Training Provider shall not assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of NSDC. NSDC may, at its sole discretion, assign or transfer its all or any of its rights and / or obligations under this Agreement.

The Training Provider, even if NSDC grants permission for assignment or transfer, will be liable for the Services performed by third parties or sub-contractors as if it had performed the Services itself. The Training Provider will ensure that the third parties or subcontractors are bound by the same duties and obligations as are imposed on the Training Provider pursuant to this Agreement.

24. AMENDMENTS AND WAIVERS

This Agreement may be amended only with the written consent of both Parties. Any amendment or waiver effected in writing and in accordance with this clause shall be binding upon both Parties.

25. DELAYS OR OMISSIONS

No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of the other Party hereto under this Agreement, shall impair any such right, power or remedy of any such Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring.

Any waiver of any breach or default theretofore or thereafter occurring shall not be construed to be a waiver of any other such breach or default.

Any waiver, permit, consent or approval of any kind or character, on the part of any Party, of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.

26. PUBLICITY

The Training Provider shall not, during or after the expiry / termination of this Agreement, print or distribute cards, flyers, brochures and any printed, promotional or publicity material items (including in any proposal or representation made to its client or prospective client) publicly or privately bearing the name of NSDC or any of its associate entities (including any Ministry of India) without the prior written consent of NSDC.

No announcement, public statement, press release or other form of communication shall be made by the Training Provider without prior written consent of NSDC. Training Provider shall not be allowed to use the Intellectual Property Rights of NSDC including logo, brand name, trademark, photographs, images, endorsements or other similar material unless permitted in writing or such use is agreed upon in this Agreement.

27. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be construed as constituting a legal partnership (within the meaning of the Partnership Act 1932), a relationship of agency, a joint venture, revenue share arrangement, association of persons or a contract of employment.

The Training Provider acknowledges and accepts that this is a non-exclusive agreement and NSDC reserves the right to carry out or cause to be carried out the Services at any time and its sole discretion using any other source.

28. SEVERABILITY

The illegality, invalidity or unenforceability of any provision of this agreement under the Applicable Law shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

29. SURVIVAL

Such provisions of this Agreement, which are expressed to survive the termination of this Agreement, shall survive the termination of this Agreement.

30. NOTICES

All communications relating to this Agreement shall be by letter to the addresses given below:

To NSDC

National Skill Development Corporation

Kind Attn: CEO

Address: 5th and 6th Floor, Kaushal Bhawan, New Moti Bagh, Sarojini Nagar, New Delhi – 110023

To Training Provider

This Agreement may be executed in one or more counterparts each of which shall constitute an original, but all of which when taken together shall constitute but one instrument.

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

For National Skill Development Corporation	For _____
 _____ _____	 _____ _____ _____
Witness: _____ Name: Address:	Witness: _____ Name: Address:

Schedule I – Scope of Services for Seventh Cohort

The Service Provider shall undertake skilling programs for the beneficiaries, with an aim to achieve the Payment Metrics under this Agreement.

Individuals who meet the following criteria at the time of enrolment shall be beneficiaries:

- *Age:* 18-40 years at the time of enrolment
- *Income:* unemployed or an individual earning less than INR 15,000 per month or belonging to a household¹ (may comprise of unemployed individuals as well) earning less than INR 25,000 per month².
- *Education:* under-graduate degree holder or below (will include diploma, secondary education qualification or similar equivalent qualification).

Scope of Service Provider:

- Define and implement intervention designs to maximize chance of achieving deliverables
- Undertaking skilling programs for beneficiaries, in consultation with NSDC and any other person that NSDC may appoint. In connection with this, the Service Provider shall perform the below mentioned activities:
 - Identify, select and enroll the beneficiaries meeting the eligibility and other requirements and guidelines provided by NSDC
 - Hire and train local staff and deliver the intervention model
 - Build data collection and reporting systems that enable accurate and timely reporting required for the SIB, including Service Provider intervention, intervention specific per beneficiary cost, collect intervention-related data and with the consent of the beneficiaries to share their personal information in accordance with applicable law.
 - Certification of the beneficiaries, upon completion of training as per terms of the agreement, by an independent 3rd Party certifying agencies
 - Ensuring the achievement of the placement and 3-month retention as agreed
 - Attend regular review meetings with Performance Manager to discuss program progress and make recommendations.
 - Implement service delivery modifications in a timely manner to ensure rapid adaptation and real-time service improvement.

¹ A household refers to a social unit of people living in a house or a home, i.e., under one roof.

² Self-reported monthly income in the absence of salary slips or bank statements

- Ensure adequate safeguarding standards and processes are put in place including reporting incidents to Performance Manager or Funders as soon as reasonably practicable.
- Comply with data privacy requirements as laid out in the contract agreement.

The enrolment plan for each Cohort shall be agreed 01 calendar month in advance of Cohort Start Date

Sector of Training and Placement: The sector of training and placement for Cohort 7 will be as provided below

3rd Party Assessment Agency: the 3rd party assessment and certifying agency will be as provided below:

Table-1:

S. N o.	Name of Location	Name of State	Name of Sector	Name of Job role	Enrolment		Certification		Placement		3M Retained	
					Men	Women	Men	Women	Men	Women	Men	Women

Table-2:

S. N o.	Name of Location	Name of State	Name of Sector	Name of Job role (include each job role in separate row)	Total No. of Batches	Name of Assessment Agency	Total Enrolment for C7	Total Retention for C7	% Women at Enrolment	% Women at Retention

Schedule II – Service Fee

Per beneficiary cost for Seventh Cohort:

The cost for beneficiary at Retention 3-Month for seventh Cohort will be INR _____
(Inclusive of all applicable taxes) and shall be payable as per the payment schedule below:

Seventh Cohort Payment Schedule:

Payments to Service Provider by NSDC will be paid on a quarterly basis, on the last date of Months 1 and 4 of each cohort as per the following table:

Q1 (Month 2)	Q3 (Month 7)	Q4 (Month 10)	Q5 (Month 13)
<i>Tranche 7.1: 40% Projected Enrolment</i>	<i>Tranche 7.2: Part Certification and Placement (on reported data)</i>	<i>Tranche 7.3: Part Certification and Placement (on PMU verified data)</i>	<i>Tranche 7.4: Retention (on PMU verified Data)</i>

Payments will be made based on achievement of Payment Metrics as per the following cut off:

- *Enrolment*: based on projection
- *Certification*: based on reported data with cut-off date 7 days prior to payment date
- *Placement and Retention*: based on actuals (PMU Verified Data Reports) with cut-off date 30 Calendar Days prior to payment date

Adjustments to enrolment and certification payments based on PMU verification or Independent Evaluator verification, if any, will be made in later payment cycle

The sliding scale ("Sliding Scale") for Seventh Cohort shall be as follows:

Stage	Enrolment	Certification	Placement	3M Retention
Proportion of Payment	30%	10%	30%	30%

- The cost per beneficiary at retention for the seventh Cohort =
- The cap for overachievement at certification and placement for seventh Cohort = 120% of projected targets at certification and placement respectively or maximum enrollment target whichever is lower
- The allocated retention target is as follows:
- The allocated target at respective milestone is as follows:

Milestone	Targets Allocated	Maximum Payable Target	Projected price of outcome at each milestone per beneficiary
Enrolment			
Certification			
Placement			
Retention			

- Cap on Certification is _____ beneficiaries at INR _____ per beneficiary at Certification (120% of allocated target at Certification of _____ beneficiaries or maximum enrollment target whichever is lower)
- Cap on Placement is _____ beneficiaries at INR _____ per beneficiary at Placement (120% of allocated target at Placement of _____ beneficiary)

Payments at each milestone will be calculated as per the following table:

Overall Payment Projections	
Projected total amount payable to Service Provider	Cost per beneficiary at retention x Allocated retention target
Projected amount payable at each milestone	Projected total amount payable to Service Provider x Sliding Scale proportion at respective milestone
Projected cost of outcome per beneficiary at each milestone	Projected amount payable at each milestone / Allocated target at respective milestone.
In cases of underachievement or exact achievement of the allocated targets at each milestone	
Amount payable at each milestone	Projected cost of outcome per beneficiary at each milestone x achieved target at each milestone
In cases of overachievement of target at enrolment	
Amount payable at enrolment	Projected cost per beneficiary at enrolment x Allocated enrolment target
In cases of overachievement of target at Certification	
Amount payable at certification	Projected cost per beneficiary at certification x Achieved target at certification subject to a cap
In cases of overachievement of target at Placement	
Amount payable at placement	Projected cost per beneficiary at placement x Achieved target at placement subject to a cap
In cases of overachievement of target at Retention	
Amount payable at retention	Projected cost per beneficiary at retention x Achieved target at retention
Actual total amount payable to the Service Provider	Amount payable at enrolment + Amount payable at certification + Amount payable at placement + Amount payable at retention

While all formulae for calculation of payments will remain the same across cohorts, the values for cost per beneficiary, sliding scale, transition rates, and proposed targets will differ between each cohort

Schedule III – Data Reports for the seventh and all subsequent cohorts

- In addition to the Data Reports uploaded on SIP, the Service Provider will work closely with the PMU to provide additional Data Reports. This will include detailed information on Intervention costing (total and per beneficiary), reporting of detailed activities of intervention, reporting of supporting proof of achievement of each milestone, response to periodic surveys by core team as well as field staff.

- The types of Data Reports and their periodicity will be open to revision every Cohort and a detailed description of these Data Reports, their formats and their frequency will be shared with the Service Provider at the start of each Cohort. The prescribed guidelines for documentation and data reporting will be shared by the PMU from time to time and the Service Provider is advised to adhere to the guidelines.
- For each Cohort, the updated list of Data Reports that are required to be provided by the Service Provider to NSDC or PMU for Performance Management will be shared before respective Cohort Start Date.

Schedule IV – Timelines for Training Provider Services

If Cohort Start Date is T,

Milestone/Intervention	Timeline for Activity	Timeline for Milestone Reporting
Mobilization Plan	T-30	
Enrolment (E)	T+0 to T+90	
Assessment (A)	T+167	
Certification (C)		T+180
Placement (P)	T+227 (A+60 for each beneficiary)	T+238
Retention	T+345 (P+120 for each beneficiary)	T+350

Schedule V – Eligible documents for reporting payment metrics

#	Outcome metric	Documents
1	Enrolment	Information meeting the eligibility requirement of the Beneficiary as reported by TP on SIP
2	Certification	<ul style="list-style-type: none"> • Assessment certificate of the certifying agency • Competency report from the employer in-case the trainee was unable to complete assessment and was placed without the certificate
3	Placement	<ul style="list-style-type: none"> • Any of the following documents – <ul style="list-style-type: none"> ○ Appointment letter issued by the employer/placement agencies of employer ○ Joining letter issued by the employer/placement agencies of employers ○ Declaration/certificate issued by authorized personnel of the employer /placement agencies of employer
4	3-Month Retention	<ul style="list-style-type: none"> • Any of the following <ul style="list-style-type: none"> ○ Salary slips of 90 calendar days of employment ○ Bank account statement of the trainee showing details of salary credit with name of the employer ○ Declaration/ certification by the employer/placement agency confirming employment period adjusted for any exceptional situation and counter signed by the trainee

Schedule VI – Incentives and Penalties

- The Service Provider will ensure accurate reporting including submission of the supporting documents as proof of milestone completion of all the outcomes under each Cohort. The Service Provider will ensure adherence to accurate and reliable documentation across milestones as the third-party evaluator will refer to the document verification as one of their key methodology to evaluate performance, in addition to the call verification process.
- PMU will prescribe the specific guidelines of acceptable document(s) at each milestone for cohort 3 and onwards. The guidelines will be updated and shared from time to time as the need arises and the Service Provider is advised to ensure strict compliance of the same.
- An incentive and penalty metric has been designed for the Service Providers as detailed below. The calculation for the incentive and/or penalty, as the case maybe, will be done at the time of cohort closure and any payments additional/deductions will be adjusted accordingly.

Incentive: Each SP will be eligible for a fixed amount reward per retained candidate, if the variance between the data reported by the SP and that reported by the third-party evaluator is no greater than +_2% at each of the milestones, i.e., Certification, Placement and Retention.

- **Amount:** INR 500 per retained beneficiary

Please note:

- *All decimals will be rounded off to the nearest whole number and results will be calculated based on whole numbers. For example, 2.5% will become 3% whereas 2.4% will become 2%, in which case the first will not be eligible but the second will be.*
- *Eligibility criteria needs to be met individually at all three milestones*
- *All rewards will be paid out after the Cohort Retention results are released by the third-party evaluator*

Penalty: Each SP will be penalized if the variance between self-reported data and the third-party evaluator data is more than 10%. This implies that if the SP reported data is more than 10 percentage points lower higher than the number reported by the third-party evaluator then the SP will be penalized for the excess variation. No penalty will be charged if SP reported data is more than 10 percentage points lower than the number reported by the third-party evaluator

Penalty formula: Penalty Amount = (Third party reported percentage at a Milestone – SP reported percentage at Milestone — 10%) * Total enrolled * Milestone Price

Please note:

- *All decimals will be rounded off to the nearest whole number and results will be calculated based on whole numbers. For example, 10.5% will become 11% whereas 10.4% will become 10%, in which case the first will be eligible but the second will not be eligible for penalty.*
- *Penalty will be applicable only for Placement and Retention results and will be calculated separately for each of the two milestones*
- *The risk for the first 10% variance will be borne by the RIs. Only the variance over and above that will be penalized.*
- *All penalties will be charged per candidate at the particular milestone price.*

Schedule VII – Standard Representations and Warranties

Each Party hereby represents and warrants:

- a. Status - it is duly incorporated and validly existing under the law of its jurisdiction of incorporation. It has the power to own its assets and carry on its business or pursue its objectives as it is being conducted.
 - b. Binding obligations – all obligations expressed to be assumed in this Agreement are legal, valid, binding, and enforceable.
 - c. Non-conflict with other obligations – the obligations expressed to be assumed in this Agreement will not conflict with any applicable law or regulation, the Parties’ constitutional documents, or any agreement or instrument binding upon the Party or any of its assets.
 - d. Power and authority – each Party has the power to enter into, perform and deliver the obligations undertaken by it and has taken all necessary actions to authorize such steps.
 - e. Validity– each Party has obtained all authorizations required to enable it to lawfully exercise its rights and comply with its obligations under this Agreement. All such authorizations are in full force and effect.
 - f. No misleading information – all factual information provided by the Parties is true and accurate as on the date of provision of such information.
 - g. No Proceedings pending or threatened – no litigation, arbitration, or administrative proceeding of or before any court, arbitral body or agency has been started or threatened against the Parties that could prevent Parties from substantially discharging their obligations under this Agreement.
 - h. No winding up – no proceedings or other steps have been threatened or taken and not discharged for the Party’s winding-up or dissolution or for the appointment of any officer in relation to its assets or revenues.
- (i) Anti-bribery and corruption, anti-money laundering, sanctions and compliance: (i) Neither it nor any of its subsidiaries nor any of its directors, officers or employees is in breach of any anti-corruption law; (ii) At all times, it is in compliance with applicable law, relevant legislation, regulations and rules in the countries in which it is operating and any reporting obligations applicable to it; (iii) It and (to the best of its knowledge) anyone employed or engaged or acting on its behalf is in compliance with applicable anti-bribery or anticorruption legislation; (iv) Slavery or human trafficking is not taking place in any part of its business or, to the best of its knowledge, its supply chain; and (v) it is in compliance with its obligations under the applicable counter terrorist financing legislation.

Further, the Training provider undertakes and confirms that each of the representations and warranties stated above and in the Agreement shall be true and accurate, on each date on which Training Provider receives any payment pursuant to this Agreement.

Schedule VIII – Safeguarding Framework

“Name of training partner” and its respective details wherever mentioned in the enclosed Safeguarding Framework shall be deleted and replaced with “name of training partner”.



Schedule VII.pdf

Schedule IX – Privacy Policy

“Name of training partner” and its respective details wherever mentioned in the enclosed Privacy Policy shall be deleted and replaced with “name of training partner”. Details of the Grievance Officer of “name of training partner” is given below:

Name of Organization	Email ID of the Grievance Officer



Privacy Policy -
Schedule VIII.pdf