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Empanelment of Firms for Outdoor Publicity Under Framework Agreement(One Bid: Technical Bid)

IFP No: IFP/PR/2018/0024

INVITATION FOR PROPOSALS FOR OUTDOOR PUBLICITY SERVICES
UNDER FRAMEWORK AGREEMENT

IFP REFERENCE : IFP/PR/2018/0024

DATE OF COMMENCEMENT OF
ISSUANCE OF DOCUMENT FOR
SETTING-UP FRAMEWORK AGREEMENT : 13th Aug 2018

DATE OF PRE-PROPOSAL CONFERENCE : 23 Aug 2018 at 11:00 Hrs.

LAST DATE AND TIME FOR:
RECEIPT OF PROPOSALS : 6th Sep 2018, 14:00 Hrs.

TIME AND DATE OF OPENING
OF PROPOSALS : 6th Sep 2018, 15:00 Hrs.

ADDRESS FOR COMMUNICATION : National Skill Development Corporation
301-306, 3rd Floor, West Wing, Worldmark –
1 Aerocity, New Delhi – 110037
T: +011-47451600-10 | F: +91-11-46560417 |
Website: www.nsdcindia.org
Email: procurement@nsdcindia.org

Invitation for Proposals (IFP)
National Skill Development Corporation (NSDC)
IFP Title: Empanelment of Firms for Outdoor Publicity Services Under Framework Agreement

IFP number: IFP/PR/2018/0024

NSDC is a one of its kind, Public Private Partnership in India in which 51% of the total share capital has been contributed by private sector. NSDC has been implementing some of the flagship schemes like PMKVY and PMKK of Government of India. NSDC intends to hire a Firm for Outdoor Publicity Services.

1. NSDC now invites sealed Technical Proposals from eligible firms for setting up the Framework Agreements (FA) for Outdoor Publicity Services
2. The agreement will initially be signed for two year. Based on the performance of the firm and need of NSDC, the agreement may be renewed. It is expected that at-least 6 firms will be awarded with Framework Agreements. Firms who are technically qualified as per technical evaluation criteria will be empaneled. NSDC reserve the right for further inclusion or exclusion subject to performance and business need on future date.

NSDC will ask for the quotation from Empaneled firms to obtain their financial costs for the requirement. The Firm will be selected based on Substantially Responsive and Lowest Evaluated price.

3. The Framework Agreement shall be valid for a period of 2 year from the date of signing of the Agreement. The validity may be extended for a further period (maximum 1 years) in accordance with the terms of the framework agreement.
4. A pre-proposal meeting will be held on 23rd Aug **2018 at 1100 Hrs** at the address given below to provide additional clarifications. Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Proposer. Interested Proposers should depute their staff only to attend the pre-proposal meeting:
5. A complete set of documents for setting up framework agreement in English may be downloaded by interested Proposers from the official website of NSDC at <https://www.nsdcindia.org/active-tender> free of cost. Proposer would be solely responsible for ensuring that any subsequent addenda issued thereafter and available in website is also downloaded / incorporated in the document while preparing and submitting Proposals.
6. Technical Proposals must be delivered to the address below at or before 6th Sep **2018, 14.00 Hrs**. All Proposals must be accompanied by a proposal security as specified in the documents for setting up framework agreement. Late Proposals will be rejected. Technical Proposals be marked accordingly. Technical Proposals will be opened in the presence of the Proposers' representatives who choose to attend at the address below.

Manish Kumar
CEO & Managing Director, NSDC National Skill Development Corporation
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e-mail: procurement@nsdcindia.org
Website: www.nsdcindia.org

2. SECTION I. INSTRUCTIONS TO PROPOSERS

Instructions to Proposers (ITP)

A. INTRODUCTION

- | | |
|---------------------------------------|---|
| 1. Scope of Proposals | 1.1 National Skill Development Corporation, NSDC (hereinafter called the Purchaser), invites Proposals for setting up framework agreement for the supply of Goods/services (as described in the Schedule of Requirements). |
| | 1.2 Throughout these documents, the terms “writing” means any handwritten, typewritten, or printed communication, including telex, cable, and facsimile transmission, and “day” means calendar day. Singular also means plural. |
| 2. Source of Funds | 2.1 National Skill Development Corporation |
| 3. Fraud and Corruption | 3.1 As per F & C section of Procurement Guidelines of NSDC |
| 4. Eligibility | <p>4.1 This Competition process is open to all firms subject to meeting the technical and qualification as laid down in the IFP</p> <p>4.2 (a) Not Used</p> <p style="padding-left: 40px;">(b) government-owned enterprises in the may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law.</p> <p>4.3 A Firm that has been blacklisted or de-barred by Central or any State Government will not be eligible to participate.</p> <p>4.4 Pursuant to ITP Sub-Clause 14.1, the Proposer shall furnish, as part of its Proposal, documents establishing, to the Purchaser’s satisfaction, the Proposer’s eligibility to participate in the procurement process.</p> <p>4.5 Proposers shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.</p> |
| 5. Eligible Goods and Services | 5.1 For purposes of this clause, the nationality of the Firm or Proposer is distinct from the country from where the Goods and Services are supplied. |

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

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

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

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

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

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

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

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

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

**7. Documents
Establishing
Qualifications of
the Proposer**

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

**8. One Proposal per
Proposer**

- 8.1 A firm shall submit only one Proposal individually. joint venture is not allowed. A firm that submits either individually more than one Proposal will cause all the Proposals with the firm's participation to be disqualified.
- 8.2 *Two or more Firms belonging to the same Group shall be considered as one Firm for the purpose of ITB 4.2 (v) and ITB 6.1. Two Firms shall be considered belonging to the same Group if at least 50% of the right to take decision and / or right to share profit of one Firm vests directly or indirectly with (whether immediate or ultimate):*
- (i) *other Firm; or*
 - (ii) *same person (natural or juridical); or*
 - (iii) *same group of persons (natural and / or juridical)*
- Further, in case of more than two Firms, the connection between two Firms may also be determined based on their connection with other Firms in the Group e.g. in case of three Firms – Firm A, Firm B and Firm C; if it is established based on either of the criteria as mentioned above in respect of the holding of at least 50% of the right to take decision and / or right to share profit that:*
- Firm A and Firm B belong to the same Group; and*
Firm B and Firm C belong to the same Group.
Based on above, Firm A and Firm C shall also be considered as belonging to the same Group due to their respective connection with Firm B, even though none of the criteria in respect of the holding of at least 50% of the right to take decision and / or right to share profit is fulfilled between Firm A and Firm C.

- 9. Cost of preparation and submission of Proposals** 9.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the competition process.
- 10. Content of Document for setting up Framework Agreement** 10.1 The Documents for setting up Framework Agreement are those stated below and should be read in conjunction with any addendum issued in accordance with ITP Clause 12.
- Section I. Instructions to Proposers (ITP)
 - Section II. Qualification Requirements
 - Section III. Technical Evaluation Criteria & Technical Form
 - Section IV. Form of Framework Agreement
 - Section V. Form of Order- Not used
 - Section VI. Term of Reference
 - Section VII. Sample Forms
- 10.2 The “Invitation for Proposals” does not form part of the Document for setting up Framework Agreement and is included as a reference only. In case of discrepancies between the Invitation for Proposals and the Document for setting up Framework Agreement listed in 10.1 above, said Document for setting up Framework Agreement will take precedence.

11. Clarification of Document for setting up Framework Agreement

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

11.2 A pre-proposal meeting will be held on at 23rd Aug 1100 Hrs at address given in IFP above to provide additional clarifications. Non- attendance at the pre-proposal meeting will not be a cause for disqualification of a Proposer. Interested Proposers should depute their staff only to attend the pre-proposal meeting.

12. Amendment of Document for setting up Framework Agreement

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

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

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

13. Language of Proposal

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

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

**14. Documents
Constituting the
Proposal**

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

15. Proposal Form

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

**16. Period of Validity
of Proposals**

- 16.1 Proposals shall remain valid for the period 180 days after the date of proposal submission specified in ITP Clause 21. A Proposal valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original proposal validity period, the Purchaser may request that the Proposers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in

writing. A Proposer may refuse the request without forfeiting its proposal security. A Proposer agreeing to the request will not be required or permitted to modify its Proposal, but will be required to extend the validity of its proposal security for the period of the extension.

17. Proposal Security

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

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

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

- (a) bank guarantee issued by a nationalized/scheduled bank in India. The format of the (bank) guarantee shall be in accordance with the form of proposal security included in Section VII.

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

17.5 The proposal securities of unsuccessful Proposers will be returned as promptly as possible,.

17.6 The proposal security of the successful Proposer will be returned when the Proposer has signed the Agreement and furnished the required performance security of the amount mentioned in Section VI

17.7 The proposal security may be forfeited

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

18. Alternative Proposals by Proposers

18.1 Alternative Proposals shall not be accepted.

**19. Format and
Signing of Proposal**

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

**20. Sealing and
Marking of
Proposals-**

Not Used

(a)

- 21. Deadline for Submission of Proposals**
- 21.1 Proposals must be received by the Purchaser at NSDC no later than 6th Sep 2018 14:00 Hrs..
- 21.2 The Purchaser may, at its discretion, extend the deadline for the submission of Proposals by amending the document for setting up Framework Agreement in accordance with ITP Sub-Clause 12.3, in which case all rights and obligations of the Purchaser and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.
- 22. Late Proposals**
- 22.1 Any Proposal received by the Purchaser after the deadline for submission of Proposals prescribed by the Purchaser in the ITP Clause 21 will be rejected and returned unopened to the Proposer.
- 23. Modification and Withdrawal of Proposals**
- 23.1 The Proposer may modify or withdraw its Proposal after submission, prior to the deadline prescribed for submission of Proposals. No Proposal can be modified subsequent to the deadline for submission of Proposals.
- 23.2 Not used
-

23.4 Proposals withdrawn shall not be opened

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

**24. Proposal
Opening**

24.1 The Purchaser will open Technical Proposals, including withdrawal notices and modifications, in public, in the presence of Proposers' representatives who choose to attend, at NSDC office on 6th Sep 2018 at 15:00 hours. Proposers' representatives shall sign a register as proof of their attendance. In the event of the specified date of the proposal opening being declared a holiday for the Purchaser, the Proposals shall be opened at the appointed time and location on the next working day.

24.2 Not used

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

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

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

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

24.6 *Not used*

25. Clarification of Proposals

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

26. Confidentiality

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

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

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

27. Examination of Proposals and Determination of Responsiveness

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

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

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

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

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

28. Evaluation of Proposals

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

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

28.3 Not Used

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

34. Award of Orders

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

34. Travel and Reimbursement

35.1 The reimbursable will be as per NSDC Policy and may include the following:

- (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; The ceilings will be as per NSDC travel Norms.
- (2) cost of travel by the most appropriate means of transport and the most direct practicable route;
- (3) cost of office accommodation, including overheads and back-stop support;
- (4) communications costs;
- (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;
- (6) cost of reports production (including printing) and delivering to the Client;
- (7) other allowances where applicable and provisional or fixed sums (if any)]

SECTION II: QUALIFICATION CRITERIA.

The Proposer should submit documentary evidence to comply the Qualification criteria on its qualifications to perform the Contract if its proposal is accepted as detailed below:

Parameters	Documents to attach with each
The firm must be a Company, Partnership firm or Proprietorship; must be a Registered legal entity in India; in existence from at least last 5 years and Registered with the Service Tax Authorities;	Certificate of incorporation or any other registration certificate.
Firm must have an office in 2 State Capital.	Lease Agreement or Rent Agreement/ Self-Certified on Letter Head
The firm must have an average annual turnover of at least INR 40 Crore in each of the last three financial years. (2015-16, 2016-17 and 2017-18).	Chartered Accountants (CA) certificate providing the Average annual turnover of at least INR 40 Crore in each of the last three financial years (2015-16, 2016-17 and 2017-18) from Outdoor Publicity Services.
The firm must have carried out a minimum of two work plans in last 2 years from the time of issues of this RFP. Each plan should be a minimum of 100 outdoor sites in one state.	Work Orders/ Contract /Agreements letter of completion from clients along with documentary proof
The Proposer should have worked for a minimum of ten clients from the following list in the last 4 years from the date of Issuing of RFP:	Copies of Work order or Agreement or Letter from Client.
The Proposer must have at least 5 years of work experience in Outdoor Publicity.	Copies of Work order or Agreement or Letter from Client.
The Firm must not have been blacklisted by Government of India, any State Government in India or by any multilateral Firm.	Undertaking submitted on letter head of the firm.
The firm should submit only 1 proposal and no related party or another entity in its portfolio is participating in this RFP	Undertaking on the letter head of the firm signed by director or promoter or authorised signatory.
Proposal Security (in INR)	2 Lakh
Performance Security (in INR)	5 Lakh

SECTION III: TECHNICAL EVALUATION CRITERIA.

TECHNICAL EVALUATION CRITERIA

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

Technical Evaluation Criteria

The Firm which meets the Qualification criteria mentioned above will be evaluated based on Submission of Proposal for Technical Evaluation & Presentation.

S no	Technical Requirement & Experience	Maximum Marks (100)	Documents to attach
1	Outdoor sites installed in different states: 1. Up to 5 States (5 marks) 2. More than 5 states (5 marks)	10	Work Orders/ Contract /Agreements letter of completion from clients along with documentary proof (if any)
2	Profile of the bidder 1. Promoter background (1 marks) 2. If number of Number of fulltime employees more than 15 employees (2 marks) 1. Clients profile (2 marks)	5	Self-Certify on letter head
3	Types of outdoor publicity managed (examples: hoardings, pole buntings, bus shelters, auto brandings, etc) 1. Up to 10 Types (5 marks) 1. More than 10 Types (5 marks)	10	Work Orders/ Contract /Agreements letter of completion from clients along with documentary proof (if any)
4	Sites owned/lease by the bidder across India 1. Up to 50 Sites (5 marks) 2. More than 100 Sites (5 marks) 3. More than 150 Sites (5 marks)	15	Contract /Agreements along with documentary proof (if any)
5	Quality of Advertisement and Structures of Actual work	15	Submission of proof of outdoor advertising at the time of Presentation
6	Creatives designed by the bidder of last 4 years	20	Presentation
7	Outdoor Publicity plan proposed by Bidder for Skill India Mission	25	Presentation
Total Marks		100	
Minimum Technical Marks required to pass the Technical criteria: 70			

Evaluation of Technical Proposals and Finalization of Framework Agreements:

a. Technical Qualification, Empanelment and Award criteria.

1. Proposer will be evaluated for its technical capabilities as per the format provided above.

2. Proposer must pass the technical criteria with minimum of 70 marks
3. Date of Presentation will be announced later.
4. Proposers are not required to submit any financial quotes.
5. NSDC will ask quotations from Empaneled firms to obtain their financial costs for the requirement. As per the assignment requirement; the Firm will be selected on being Substantially Responsive and Lowest Evaluated price.

NOTE: Depending upon the number of responses; NSDC reserves the right to increase or decrease the number of firms for empanelment under the Framework Agreement.

SECTION IV. TENTATIVE FRAMEWORK AGREEMENT

Form of Framework Agreement

THIS Framework Agreement (“Framework Agreement”) is entered into this 19th day of December 2017 by and between **National Skill Development Corporation**, (CIN: U85300DL2008NPL181612) a company registered under Companies Act, 1956 having its registered office at 301, 3rd Floor, West Wing, Worldmark-1, Aero City, New Delhi – 110 037 (hereinafter referred to as “NSDC” or “the Purchaser”) , and....., (CIN:), a company registered under Companies Act, 1956 having its registered office at (hereinafter referred to as “the Firm” OR “Service Provider”) . This Agreement is a binding contract but imposes no obligation on the Purchaser to purchase the estimated or any quantity from the Firm. The Purchaser and Firm may hereinafter be referred singly as “Party” and collectively as “Parties”. WHEREAS, the Purchaser wishes to have the Firm supply the Goods or services hereinafter referred to, and
WHEREAS, the Firm is willing to supply these Goods or services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Scope

The Purchaser has entered into this Framework Agreements with the Firm in order to allow Purchaser to award Order under the Framework Agreement. The Firm shall supply the Goods or services as and when the NSDC issues the Orders specifying the details of Goods or services to be delivered along with the delivery schedule and consignee’s address.

2. Term

This framework agreement shall be valid for a period of 2 year during the period commencing from the date of empanelment.

3. Standards

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

4. Use of Documents and Information

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

5. Fraud and Corruption

It should be kept in mind that all actions towards award of Framework Agreement and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, the Firm is expected to observe the highest standard of ethics during procurement and execution of Framework Agreement. In pursuance to above:

1. Framework Agreement may be immediately terminated, if NSDC determines that the Firm and/or its employees, sub-contractors, sub-consultant, sub- vendors, agents have engaged in corrupt or fraudulent practices in competing for the Framework Agreement;

NOTE - *this is tentative framework agreement, just to give a idea of type of agreement NSDC gets in and actual agreement may vary.

2. Portion of the funds allocated to a Framework Agreement may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by the Firm and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Framework Agreement or during the execution of a Framework Agreement;
3. The Service Provider may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded the Framework Agreement or any contract, if NSDC, at any time, determines that the Firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Framework Agreement.

The terms, "Corrupt Practice" and "Fraudulent Practice", under this Framework Agreement means:

"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 Framework Agreement execution; and

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

6. Conflict of Interest

The Service provider declares that it (or any affiliate that directly or indirectly controls, is controlled by, or is under common control with Firm) has not been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in this framework agreement.

7. Registration of Goods

If required under the Applicable Law, Goods supplied under the Agreement shall be registered for use in India.

8. Patent Rights

The Firm shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

9. Performance Security

Within twenty-one (21) days from date of signing of the Framework Agreement award, the Firm shall furnish to the Purchaser the performance security of Rs. _____. The performance security shall be denominated in Indian Rupees, and shall be in the form of an unconditional bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Purchaser, in the format provided by the Purchaser. The performance security will be returned to the Firm not later than thirty (30) days following the date of expiry of the Framework Agreement and Orders issued under this Framework Agreement, including any warranty obligations.

10. Inspections and Tests

Pre-dispatch inspection (to check compliance to technical specifications/scope of work defined in annexure -) may be carried out by the Purchaser or an Firm appointed and paid by Purchaser for this purpose. Goods shall be dispatched only after receipt of satisfactory inspection report and communication to this effect by NSDC/ Inspection Firm. These tests will be prior intimated by NSDC to the Firm and will be done if required.

11. Packing

The Firm shall provide such packing of the Goods (if required) as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Order.

12. Delivery and Documents

Delivery of the Goods/Services shall be made by the Firm in accordance with the terms specified in the Orders/Scope of Work. The shipping and/or other documents to be furnished by the Firm are (a) two originals and two copies of the Firm's invoice, showing Purchaser, the Framework Agreement number, Order number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (b) two copies of delivery note showing Purchaser's name and delivery through to final destination as stated in the Order; (c) one original of the manufacturer's or Firm's Warranty certificate covering all items supplied; and (d) copy of the Certificate of Inspection furnished to Firm by the nominated inspection Firm (where inspection is required).

Documents or soft files will be sent to NSDC as per requirements of the assignment. Final product should be in ready to print/work or high-resolution files as desired by the concerned section/division. Firm will be responsible for taking precautionary measures against any plagiarism, or copy righted material; that must not to be used for NSDC assignment.

13. Insurance

The Goods/Services supplied under the Orders to be issued under the Agreement shall be adequately insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

14. Transportation

The price indicated in Orders for Goods/Services shall include the cost of transportation.

15. Payment

Hundred (100) percent of the Price of Goods/Services received under each Order shall be paid by NSDC within thirty (30) days of receipt of the Goods upon submission of valid invoice and other documents described in Clause 12 of this Framework Agreement.

16. Prices

NSDC shall issue the Order either through Email or post/courier or physical delivery. The details about the price / rate, taxes and incidental expenses e.g. insurance, delivery charges, octroi, loading and unloading charges etc., as determined by NSDC and agreed by Firm in accordance with the Request for Quotation/Proposal (if any) process, shall be mentioned in each respective Purchases Order. NSDC will ask for the quotation from Empaneled firms to obtain their financial costs for the requirement. The Firm will be selected based on Substantive responsive and Lowest Evaluated price.

17. Amendments

Any variation or modification to this Framework Agreement or the Orders shall be made only by written amendment signed by the Parties.

18. Assignment

The Firm shall not assign, in whole or in part, its obligations to perform under this Framework Agreement, except with the Purchaser's prior written consent.

19. Delays in the Firm's Performance

Delivery of the Goods/Services and performance of related Services shall be made by the Firm in accordance with the time schedule prescribed by the Purchaser in the Order. If at any time during performance of the Order, the Firm should encounter conditions impeding timely delivery of the Goods and performance of Services, the Firm shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Firm's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Firm's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Order.

20. Liquidated Damages

Subject to Clause 19, if the Firm fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Order, the Purchaser shall, without prejudice to its other remedies under the Agreement, deduct from the Order Price, as liquidated damages, a sum equivalent to 0.5% of price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10% of the Order price. Once the maximum is reached, the Purchaser may consider termination of the Framework Agreement or the Order pursuant to Clause 21.

21. Termination for Default

The Purchaser, without prejudice to any other remedy for breach of the Agreement, by written notice of default sent to the Firm, may terminate this Agreement in whole or in part:

- (a) if the Firm fails to deliver any or all of the Goods or services within the period(s) specified in the Order, or within any extension thereof granted by the Purchaser; or
- (b) if the Goods or services do not meet the Technical Specifications/Scope of Work or registration requirement (if any) stated in the Framework Agreement and / Order; or
- (c) if the Firm, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5, in competing for or in executing the Framework Agreement; or
- (b) if the Firm fails to perform any other obligation(s) under the Framework Agreement.

In the event the Purchaser terminates the Framework Agreement in whole or in part, pursuant to this Clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Firm shall be liable to the Purchaser for any excess costs for such similar Goods or Services.

22. Termination for Insolvency

The Purchaser may at any time terminate the Agreement by giving written notice to the Firm if the Service Provider becomes bankrupt or otherwise insolvent.

23. Termination for Convenience

The Purchaser, by written notice sent to the Firm, may terminate the Framework Agreement or the Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Firm under the Agreement or Order is terminated, and the date upon which such termination becomes effective. The Goods or Services that are already supplied before the Firm's receipt of notice of termination shall be accepted by the Purchaser at the terms and prices described in

the Framework Agreement and the Order.

24. Dispute Resolution

Any dispute arising out of this Framework Agreement, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be New Delhi.

25. Applicable Law

The Agreement shall be interpreted in accordance with the laws of Union of India.

26. Notices

Any notice given by one Party to the other pursuant to this Framework Agreement shall be sent to the other Party in writing. The Purchaser's addresses for notice purposes is:

CEO and Managing Director, NSDC
National Skill Development Corporation
301, West Wing, Worldmark-1,
Aero City, New Delhi – 110 037
Phone: +011-47451600-10

The Firm's addresses for notice purposes is:

.....
.....
.....

27. Taxes and Duties

The Firm shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or services to the Purchaser.

28. Intellectual Property

1. The Service Provider agrees not to use or misuse or register as the owner, licensee, or cause to be registered, nor assist any other person or entity in misusing or in registering as the owner or causing to be registered, in any part of the world, any trademark, trade name, service mark, copyrights, insignias, symbols, know-how, trade dress, slogans and logos, photographs and images currently used and to be used in the future (including emblems, services and rights in the distinctive design and signs, or combinations thereof) and all similar proprietary rights belonging to NSDC or associated with NSDC's work / Services ("Intellectual Property").
2. The Service Provider understands that the data and information are collected and compiled for NSDC in order to meet its business requirements. The information collected for this assignment as well as provided by Service Provider to NSDC are the sole and absolute property of NSDC. Service Provider understands and appreciates that the formats prepared and the data submitted by Service Provider to NSDC therefore constitute trade secrets. Service Provider therefore understands and acknowledges that the property including formats, data and information collected by its

personnel in terms hereof are the sole and absolute property of NSDC.

3. The Service Provider hereby agrees and undertakes that it has no interest whatsoever in the information collected by it and the formats created and shall not use the same for any purposes whatsoever other than as set out in this Framework Agreement.
4. The Service Provider hereby represents and warrants that none of its activity, software, documentation etc. used under this Framework Agreement and / or provided to NSDC does or will infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights for NSDC to own or exercise all Intellectual Property Rights as provided in this Framework Agreement. The Service Provider further represents and warrants that it has secured / shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for providing Services.
5. The Service Provider, subject to sub-clause 21(6) below and to any restrictions applicable to any third-party materials embodied in the Deliverables, hereby grants to NSDC a perpetual and exclusive rights to use, copy and prepare derivative works of the Deliverables, for purposes of publication and / or NSDC's internal business (which includes any business associated with any Ministry of India) only. All other intellectual property rights in the Deliverables shall remain with and/or are assigned to NSDC.

The term, "Deliverables", means materials that are originated and / or prepared for NSDC by the Service Provider (either independently or jointly with NSDC or third parties) and delivered / to be delivered to NSDC during the course of Service Provider's performance under this Framework Agreement.

6. NSDC shall have or obtain no rights in any Service Provider Knowledge Base other than (a) to use the same on a non exclusive and non transferable basis and otherwise as authorized by Service Provider, (b) to the extent the Service Provider Knowledge Base is incorporated into a Deliverable, to use it on a non exclusive and non transferable basis as part of the Deliverable for purposes of NSDC's internal business objective (which includes any business associated with any Ministry of India), or (c) pursuant to Service Provider's standard licence for such Service Provider Knowledge Base or, in the case of Service Provider Knowledge Base owned by third parties, pursuant to terms acceptable to the applicable third party and as intimated to NSDC by Service Provider. If any Service Provider Knowledge Base is made available to NSDC

under (a) above, it will be made available in an “AS IS” condition and without express or implied warranties of any kind; and any Service Provider Knowledge Base made available under (c) above shall be subject only to applicable terms of the applicable licence.

The term, " Service Provider Knowledge Base ", means material existing prior to commencement of the Framework Agreement, or developed outside the scope of the services under this Framework Agreement, that are proprietary to Service Provider or to third parties, including all intellectual property rights therein and together with any enhancements and/or modifications thereto, provided that such enhancements and/ or modifications are not developed as part of the Deliverables under this Framework Agreement.

7. The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to achieve the objectives of this Clause.
8. The Service Provider shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques (which does not contain any information, data, input etc. of the Services or any reference of this) that are acquired or used in the course of providing the Services.
9. This Clause shall survive the termination or expiry of this Framework Agreement.

29. Confidentiality

1. During the course of performance of the obligations under this Framework Agreement, the Service Provider may have access to information which could be confidential and proprietary information of NSDC as well as of its associates, affiliates, partners or its clients, including but not limited to business plans, financial information, mechanisms, business related functions, activities and services, computer lists, knowledge of customer needs and preferences, trade secrets, business strategies, marketing strategies, methods of operation, tax records, markets, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, other valuable information, personally identifiable information, confidential information and trade related information relating to the activities of NSDC or its associates and partners (collectively the “Confidential Information”). Any Confidential Information shall be considered confidential regardless of whether or not it is expressly marked as being confidential or proprietary and regardless of the form in which such information is communicated to the Service Provider, whether it be oral, in writing or by any other form or mode of communication (including, but not limited to electronic or magnetic recordings and e-mail communications).

2. The Service Provider agrees and undertakes not to disclose or disseminate (or cause to be disclosed or disseminated), whether directly or indirectly, Confidential Information to any third party, without the express prior written authorization by NSDC. Without prejudice to the generality of the foregoing, it is understood that Confidential Information may be disclosed by the Service Provider only for the purpose of complying with its contractual obligations under this Framework Agreement. In any event, the Service Provider shall ensure that any person to whom Confidential Information is communicated by the Service Provider, must abide by the terms of this Clause 29 as if they were themselves a party to it.
3. Notwithstanding the foregoing, the Service Provider may disclose Confidential Information, while safeguarding to the greatest extent possible the confidential nature of the Confidential Information, to its legal advisors, tax consultants and accountants or other member firms of Service Provider or Service Provider's information technology vendors for the purpose of performance of its obligations under this Framework Agreement only and not for any other purpose or for carrying out internal, support, administrative, support, financial purposes, risk management or other quality checks for the Service Provider after obtaining prior written permission from NSDC.
4. The Service Provider undertakes not to use (and to take reasonable efforts to cause any person to whom it has communicated Confidential Information not to use) Confidential Information, except in accordance with this Framework Agreement. More generally, nothing in this Framework Agreement related to the disclosure of Confidential Information shall be interpreted as a licence, implicit or explicit, to use the Confidential Information in any manner other than as contemplated herein or, more generally, for the purpose for which it was disclosed.
5. The Service Provider shall, in particular, take all reasonable measures, which are appropriate to safeguard the Confidential Information. The Service Provider shall immediately inform NSDC in writing of any unauthorized use or disclosure of Confidential Information of which it may become aware and it shall assist NSDC in ending such unauthorized use or disclosure.
6. All Confidential Information (including, but not limited to, documents, drawings, sketches and electronic or magnetic recordings and e-mail communications) on which Confidential Information appears or is recorded shall remain the NSDC's property. Accordingly, except for the purpose of sharing Confidential Information with persons to whom disclosure is permitted, the Service Provider unequivocally undertakes not to

make any copies of Confidential Information without the NSDC's prior written consent and it shall immediately, at NSDC's first request (i) return to NSDC or destroy all copies of such Confidential Information it may be holding; and (ii) confirm in writing to NSDC that any such media containing Confidential Information in any form has been returned to NSDC or completely destroyed so that the Confidential Information is no longer readily recoverable. Provided however, that the Service Provider may retain such copies of such Confidential Information that may be required by it for its legal and regulatory purposes.

7. At NSDC's request, the Service Provider shall provide NSDC with detailed list of any person(s) to whom Confidential Information has been disclosed/ communicated by it.
8. It is understood that Confidential Information shall not include any information which:
 - (i) has entered the public domain prior to its disclosure or subsequently, provided in the latter case that such entry was not due to the Service Provider's action or inaction, or due to the action or inaction of any third party to whom it may have communicated Confidential Information;
 - (ii) was received from a third party in a lawful and unrestricted manner without violation of the terms hereof or of the terms of a similar agreement; and
 - (iii) was known to the Service Provider at the time of its disclosure, the burden of proof in such case being placed on the Service Provider.
9. In the event the Service Provider is required, under any law or by a court order, to disclose any Confidential Information, it may make only such disclosure while safeguarding to the greatest extent possible the confidential nature of the Confidential Information that would satisfy the requirement of such law or such court order, as the case may be, and nothing more. It is further agreed that before making any such disclosure, the Service Provider shall consult NSDC to the extent legally permissible and reasonably practicable in the circumstances.
10. The Service Provider recognizes that the protection of Confidential Information is essential to NSDC and that any unauthorized disclosure of Confidential Information is likely to cause NSDC significant harm and prejudice. Accordingly, without prejudice to any other recourse available to NSDC (including injunctive or interlocutory relief), the Service Provider acknowledges, agrees and undertakes that in the event of a breach of any terms of this Clause 29 caused by it or any third party to whom such Confidential Information has been disclosed, the Service Provider

shall hold NSDC harmless and fully indemnified which NSDC may have suffered as a result of such disclosure.

11. The provisions of this Clause shall survive the expiry or termination of this Framework Agreement.

30. Indemnity

Without limiting any other rights which NSDC may have under this Framework Agreement and under law, the Service Provider shall indemnify, defend, hold harmless and keep indemnified NSDC, its associates, partners or its directors or its employees 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 or its directors or its employees arising from or in connection with the supply of goods and / or performance of the services by the Service Provider under this Framework Agreement or due to any breach of the terms and condition of this Framework Agreement including any covenants, obligations and representations and warranties of the Service Provider, or with any applicable laws and regulations governing the performance of the Services by the Service Provider under this Framework Agreement. The provisions of this Clause shall survive the termination or expiry of this Framework Agreement.

31. Relationship

1. Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal - agent or an employer-employee relationship between the Parties. The Service Provider shall always remain an independent Service Provider during the term of this Framework Agreement and shall always solely remain liable to NSDC or any third party for all its acts and omissions to act during the course of providing the Services under this Framework Agreement. The Service Provider unequivocally, unambiguously, irrevocably and explicitly acknowledges that this Framework Agreement is not subject to any employment law(s) or related statute(s). This Clause shall survive the termination or expiry of this Framework Agreement.

2. The Service Provides 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 at its sole discretion using any other source.

32. Waiver

The failure of either NSDC or the Service Provider to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Framework Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Framework Agreement or the rights and obligations of NSDC and the

Service Provider hereto. NSDC and the Service Provider acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by each of NSDC and the Service Provider, as the case may be, hereto.

33. Severability

Any provision of this Framework Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Framework Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Framework Agreement, NSDC and the Service Provider shall negotiate in good faith to amend and modify the provisions and terms of this Framework Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Framework Agreement.

FOR THE PURCHASER

Signed by _____

Title: _____

FOR THE FIRM

Signed by _____

Title: _____

5. SECTION V: Format of Order – Not Used

6. SECTION VI. TERM OF REFERENCE

Introduction

The National Skill Development Corporation (NSDC) is a one-of-its-kind, Public Private Partnership (PPP) model in India, under the Ministry of Skill Development & Entrepreneurship (MSDE). It aims to promote skill development by catalyzing creation of large, quality and for-profit vocational institutions.

Background

Skill and knowledge are the driving forces of economic growth and social development for any country. In India, Skill India Mission was launched to train a minimum of 400 million skilled people by the end of year 2022.

Skill India Mission has presence across the nation through its network of affiliates and initiatives in different regions. Accordingly, a robust mission is in place and there are more than 1100 training partners with more than 12000 training centres in 29 states and 6 union territories to train the unskilled. The eco-system and infrastructure is now in place and has made an impact on skill map of the country.

To further educate the target youth about the Skill India Mission and encourage them to enroll for skill development training, a multi-media campaign is proposed to be launched soon which targets 150 million youth residing mainly in towns and rural areas.

The multi-media campaign planned while has an adequate reach and coverage, it is felt that the mass media campaign still has certain limitations in covering all section of the society. For example, television though has the deepest penetration throughout India, with a reach of approximately 475 million across the country; but, it still covers only about 50% of India's population. Moreover, other traditional media like print reaches only 282 million individuals whereas radio reaches 110 million only. (Source: *Economic Times*, July 2016)

Whereas, to spread awareness about the offerings publicity at outdoor sites is equally important and effective.

Scope of Work

NSDC would like to empanel agencies to execute following types of outdoor publicity as and when required for activation of its campaigns:

Category I: General outdoor media viz. Hoardings, Wall Paintings, Banners/Flex/Vinyl and miscellaneous Outdoor Media like Glow Sign/Neon Sign/PVC Plastic Gift items etc.

Category II: Agencies with sole concessionaire by civic/local authorities

1. Computerized Animation Display Systems
2. Kiosks
3. Bus panels
4. Bus Queue Shelters/Bus Stand Hoardings
5. Metro/Train/Coach panels/Rly Stn. Hoarding/Station Outdoor Media

6. Bus/rail tickets
7. Decorative railings
8. Metro Rail Panel/Display Board/Pillar Kiosks
9. Public Utilities/Dhallows
10. Unipoles/Subways side wall panels
11. Electric/LPG etc Bills
12. Auto Rickshaw/Sineages/Gantry/Mobile Van panels
13. Any other Sole concessionaire/Outdoor Media formats

7. SECTION VII. SAMPLE FORMS

1. PROPOSAL FORM - TECHNICAL

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

*[Purchaser to specify: “IFP No.: *[number]*”]* *[insert: **name of Framework Agreement**]*

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

Dear Sir or Madam:

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

Name and Address of Agent	Amount in Indian Rupees	Purpose of Commission or
_____	_____	<u>Gratuity</u>
_____	_____	_____
_____	_____	_____
(if none, state “none”)		

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

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

Signed: _____

Date: _____

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

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

2. Proposal Security Form

Date: [*insert: date*]

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

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

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

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

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

THE CONDITIONS of this obligation are the following:

1. If, after the Proposal submission deadline, the Proposer
 - (a) withdraws its Proposal during the period of Proposal validity specified by the Proposer in the Proposal Form, or
 - (b) does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Proposers; or
2. If the Proposer, having been notified of the acceptance of its Proposal by the Purchaser during the period of Proposal validity
 - (a) fails or refuses to sign the Framework Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Proposers.

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

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

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

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

3. Performance Security Bank Guarantee

(unconditional)

Date: [*insert: date*]

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

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

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

Dear Sir or Madam:

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

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

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

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

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

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

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

4. Proforma for performance statement- Not Used

(For a period of last three years)

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

Name of the Firm : _____

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

Signature and seal of the Proposer

