

## STANDARD PROCUREMENT DOCUMENTS

### Standard Request for Proposals

#### Selection of Training Partner For Operating Center of Excellence in Goa



**RFP/SGCE-South/2020/008**

#### Important Dates:

<b>Date of commencement of RFP</b>	27 <sup>th</sup> October 2020
<b>Receipt of Queries by email to <a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a></b>	3 <sup>rd</sup> November 2020, by 5 pm
<b>Last Date and Time of Receipts of Technical Proposal</b>	17 <sup>th</sup> November 2020, by 3 pm
<b>Date &amp; Time of Opening of Technical Proposals</b>	18 <sup>th</sup> November 2020, 4pm
<b>Place of Submission and Opening of Proposals</b>	procurement@nsdcindia.org

## **INSTRUCTION TO AGENCIES (ITA)**

### **A. General Provisions**

#### **1. Definitions**

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls / is controlled by, or is under common control with the Agency.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in India.
- (c) “Client” means Directorate of Skill Development & Entrepreneurship, Govt. of Goa
- (d) “Agency” means a legally established professional firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the Client and the Agency.
- (f) “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.
- (g) “DSDE” means Directorate of Skill Development and Entrepreneurship, Govt. of Goa
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency, Sub-Agency or Joint Venture member(s).
- (k) “Government” means the Government of Goa.
- (l) “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.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Agency 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.
- (n) “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 Agency’s proposal.
- (p) “Non-Key Expert(s)” means an individual professional provided by the Agency or its Sub-Agency and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (q) “Proposal” means the Technical Proposal of the Agency.
- (r) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Agency based on the SPD - RFP.
- (s) “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 proposals.
- (t) “Services” means the work to be performed by the Agency pursuant to the Contract.
- (u) “Sub-Agency” means an entity to whom the Agency intends to subcontract any part of the Services while the Agency remains responsible to the Client during the whole performance of the Contract.
- (v) “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 Agency, and expected results and deliverables of the assignment.

## 2. Introduction

National Skill Development Corporation (NSDC), on behalf of the client viz. Directorate of Skill Development and Entrepreneurship, Govt of Goa; invites proposals from NSDC affiliated Training Partners to set up and operationalize a Center of Excellence at Mapusa, Goa (hereinafter called “Agency”)

Agencies are invited to submit a Technical Proposal to conduct high quality skill training at Center of Excellence being established by DSDE, Govt. of Goa. The Proposal will be the basis for selecting, negotiating and ultimately signing the Contract with *Department of Skill Development and Entrepreneurship, Government of Goa*, (hereinafter referred to as “DSDE”) with selected Agency.

Agencies should familiarize themselves with the local conditions and take them into account in preparing their Proposals.

The Client will timely provide, at no cost to the Agency, the inputs, relevant project data, and reports required for the preparation of the Agency’s Proposal.

## 3. Conflict of Interest

The Agency is required to provide professional, objective, and impartial advice, at all times 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.

The Agency have an obligation to disclose to the Client and NSDC any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract and/or sanctions by Client.

Without limitation on the generality of the foregoing, the Agency shall not be hired under the circumstances set forth below:

**Conflicting activities:** Conflict between consulting activities and procurement of goods, works or non-consulting services: an agency 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, an agency 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.

**Conflicting assignments Conflict among consulting assignments:** Agency (including its Experts and Sub-Agency) 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 Agency for the same or for another Client.

**Conflicting relationships Relationship with the Client’s staff:** Agency (including its Experts and Sub-Agency) that has a close business or family relationship with a professional staff of client or 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 in regard to corrupt and fraudulent practices as set forth in Annexure 3. In further pursuance of this policy, Agency shall permit and shall cause their agents, Experts, Sub-Agency, sub-contractors, services providers, or suppliers to permit client 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 the Client.
5. **Eligibility Criteria: (Mandatory)** Only those Agencies who qualify the eligibility criteria will be evaluated technically:

Sl.	Eligibility Criteria	Documents to be submitted
I.	The Agency shall be a reputed Company / firm/Society/Trust, or any entity registered in India and engaged in Skill Training through Government Projects/CSR/Private Funding.	Incorporation Certificate, Valid Registration Certificates, PAN and GST.
I.	The Agency should have tie ups with Hospitals/OEM of Hospital Equipment/Hospital Equipment Suppliers/Have presence in Goa or have completed any skilling/training project with any department of Govt. of Goa.	Details of organizations with whom the Agency has MoU/LOI/Project completion certificate
I.	The Agency should be a valid and affiliated partner of National Skill Development Corporation	Copy of valid Partnership Details
V.	The Agency should have minimum Annual Turnover of INR 25 Cr in each of past 3 FY i.e. 2017-18, 2018-19, 2019-20.	CA Certificate/ Audited Financial Statements
V.	The Agency should have at least INR 5 crore revenue from skilling in the preceding financial year (FY 2019-20)	CA Certificate/ Audited Financial Statements
I.	The Agency should have trained a minimum of 1,000 Candidates since Inception	Project Completion Certificate/Declaration on letterhead by authorized signatory stating the total number of training completed
I.	The Agency must be registered under Income Tax, PAN, GST and/or any other statutory authority required for this purpose;	PAN, GST or details of other statutory authority in case of GST exemption, please furnish certificates.

Sl.	Eligibility Criteria	Documents to be submitted
8	The Agency should not have been blacklisted/suspended by any Government Agency/Public Sector Undertaking/autonomous bodies at any point in time	Undertaking on letter head
9	Does not have any pending criminal/ FCRA cases against it in court	Undertaking on letter head
10	The organization/Agency must not have any negative media coverage, or any other controversy associated with it.	Undertaking on letter head
11	The organization/Agency should not have any political or religious affiliations.	Undertaking on letter head
12	The Organization/Agency should be willing to invest in the COE, with latest technology equipment, state of the art infrastructure, high quality trainers, as required, for the Job Roles	Undertaking on letter head

## 6. Duration of Selection of Agency

The duration of selection of Agency shall be till **3 years from date of award of contract**.

However, the quality of service provided by the Agency and the performance of the Agency shall be reviewed and monitored by both NSDC & DSDE regularly and in case the performance is unsatisfactory, the Agency's selection can be terminated at NSDC/DSDE's discretion. In case, there is a requirement for more agencies based on volume or geographical reach or any other reason, NSDC/DSDE may select more agencies for similar purpose.

## B. Preparation of Proposals

### 7. General Considerations:

In preparing the Proposal, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. **Cost of Preparation of Proposal:** The Agency 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 Agency.
9. **Language:** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agency and the Client, shall be written in English.
10. **Documents Comprising the Proposal:** The Proposal shall comprise the documents and forms listed in Annexure 1 & 2.
11. **Only One Proposal:** The Agency shall submit only one Proposal. If an Agency, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
12. **Proposal Validity:** Agency's Proposal must remain valid up to 180 days after the Proposal submission deadline. During this period, the Agency shall maintain its original Proposal without

any change, including their availability.

**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.

Extension of validity of the Proposals shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

13. **Sub-Contracting:** The Agency shall not subcontract any part or the whole of the Services.
14. **Proposal Security:** The Bidder shall furnish as part of its proposal security of INR 5,00,000/- in the form of a Demand Draft or Bank guarantee from scheduled banks in name of Directorate of Skill Development and Entrepreneurship, Govt of Goa.
  - 14.1 Any Proposal not accompanied by a substantially responsive Proposal Security shall be rejected by the Client as non-responsive.
  - 14.2 Proposal Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidders signing the contract and furnishing the Performance Security
  - 14.3 The Proposal Security of the successful Bidder shall be returned within 21 days of the successful Bidder signing the contract and furnish the required performance security.
  - 14.4 The Proposal Security may be forfeited:
    - if a Bidder withdraws its proposal during the period of proposal validity, or any extension thereto provided by the Bidder; or
    - if the successful Bidder fails to sign the Contract; or
    - fails to furnish a performance security
15. **Performance security-** Selected Agency will be required to submit Performance Security in the form of a bank Guarantee of INR 2 lakhs within 28 days of confirmation of selection. The performance security will be valid for 60 days beyond the expiration of contract. Performance security amount or its part may be forfeited any performance related issues by the selected TP. The performance security will be returned within 60 days after expiration of contract. The performance security shall be in the name of Directorate of Skill Development and Entrepreneurship, Govt of Goa.

Forfeiture of performance Guarantee- In case the agency fails to complete the work, DSDE without prejudice to rights and remedies available under contract, shall forfeit and encash the performance guarantee amount and credit it to DSDE. In case the Bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee the loss caused thereby shall be borne by the agency forthwith, on demand from DSDE, shall make good the deficit.
16. **Clarification and Amendment of RFP:** The Agency may request a clarification of any part of the RFP till the date mentioned in the RFP document. Any request for clarification must be sent in writing, by email to the Client's email address: [procurement@nsdcindia.org](mailto: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 Agency. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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 uploaded on NSDC website <https://nsdcindia.org/active-tender> or shared with agencies. 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 Agency reasonable time to take an amendment into account in their Proposals.

The Agency 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.

17. **Technical Proposal Format and Content:** The Agency shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexure 1 &2.
18. The Agency is responsible for meeting all tax liabilities arising out of the Contract.

### **C. Submission, Opening and Evaluation**

#### **19. Submission of Proposals:**

The Agency shall submit its Proposals on email [procurement@nsdcindia.org](mailto:procurement@nsdcindia.org) in PDF format on or before last date and time of submission. Proposals received after last date and time of submission will be rejected. Incomplete proposals will be rejected. NSDC will not be responsible for network failures, internet issues at the agency's end. Marking mail with proposal to anyone else apart from procurement will lead to disqualification.

An authorized representative of the Agency shall authorize/sign the original submission letters in the required format for Technical Proposal and shall authorize/initial all pages. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

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

Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agency who submitted the Proposals or to any other party not officially concerned with the process, until the selection.

Any attempt by Agency or anyone on behalf of the Agency to influence improperly NSDC/DSDE in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Selection, if an Agency wishes to contact the Client on any matter related to the selection process, it will do so in writing.

21. **Opening of Technical Proposals:** The Client's evaluation committee shall conduct the opening of the Technical Proposals as per the opening date, time stated in this RFP.

#### **22. Proposal Evaluation:**

The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted details.

23. **Evaluation of Technical Proposals:** The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the RFP, applying the eligibility criteria and scoring criteria specified in table below. Each responsive Proposal qualifying all aspects of eligibility criteria and passing minimum marks will be considered for selection. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the eligibility criteria and minimum technical score indicated in table below:

Sl. No.	Parameters	Maximum Marks
1	For Agencies meeting average annual turnover Criterion: a. INR 25 Crores = 5 Marks b. More than INR 25 Crores- 1 mark awarded for Every 5 Crores, subject to a maximum of 15 Marks	15
2	For Revenue from Skill Training in FY 2019-2020 a. INR 5 Crores = 5 Marks b. More than INR 5 Crores (1 Mark awarded for Every additional 1 Crores earned above INR 5 Crores, subject to a maximum of 10 Marks)	10
3	Total No. of Candidates trained since Inception a. 1,000 candidates trained = 5 marks b. More than 1,000 candidates trained = 1 Mark for every 1,000 candidates trained, subject to maximum of 10 marks	10
4	Experience of working with Directorate of Skill Development and Entrepreneurship and/or Directorate of Health Services, Govt. of Goa and/or concerned departments of Govt of Goa.	10
5	Experience of working in any community development or community intervention project or skill development projects within Goa.	10
6	Experience of working with MNCs/Corporates/ Government/ Non-Profits in skill training and/or executing any social development projects across different states/cities in India. 1 mark for each relevant project subject to Max 10 marks	10
7	Approach & Methodology based on understanding of TOR along with Work Plan	35
	<b>Total</b>	<b>100</b>

- Technical Presentation (format, date and time to be shared later).
- Only those Agencies who have achieved Minimum Qualifying Marks of 70 will be eligible for selection. However, highest scored agency will be eligible for award of work and negotiation.
- NSDC reserves the rights to select one or more Agency for this assignment.

**a) Negotiations and Award**

- The details of the shortlisted Agency will be forwarded to the client (DSDE) by NSDC. The selected Agency will enter into an agreement with DSDE as per the conditions mentioned in the contract. Any queries relating to the draft agreement, shall be addressed by DSDE.
- If the negotiations fail, Client will invite the next-ranked Agency to negotiate a Contract. Once the Client commences negotiations with the next-ranked Agency, the Client shall not reopen the earlier negotiations.
- The negotiations are concluded with acceptance and signing of the Contract the Client and the Agency' authorized representative.

- b) The decision of NSDC will be final and binding upon all Agency.**



Annexure -1(Documents Comprising Technical Proposal) Form TECH-1  
**Technical Proposal Submission Form**

{Location, Date}

To: Directorate of Skill Development and Entrepreneurship, Govt of Goa,  
Patto Centre, Panaji, Goa 403001

Dear Sir/Madam:

We, the undersigned, offer to provide the 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 ITA 3.
- (d) We meet the eligibility requirements as stated in ITA 6, and we confirm our understanding of our obligation to abide by the NSDC/Client’s policy in regard to corrupt and fraudulent practices as per Annexure 3.
- (e) We, along with any of our sub-Agency, 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 Selection, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988
- (g) Our Proposal is binding upon us and subject to any modifications.

We undertake, if our Proposal is accepted and the Contract is signed or letter of Selection 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 Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

**Annexure 2**  
**1. General Information**

<b>Sl.</b>	<b>Particulars</b>	<b>Details (enclose supporting documents, wherever required)</b>
1.	Name of the Agency	
2.	Date of Incorporation	
3.	Registered Address	
4.	Concerned person's Name and Designation	
5.	Mobile no	
6.	Email ID	
7.	Annual turnover in FY 2017-18, 2018-19, 2019-20	
8.	No of Employees	
9.	Net Worth	
10.	Revenue from Skilling in FY 2019-20	

## Form Tech 2

### A – Description of Organization

1. Provide here a brief description of the background and organization of your company,
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

### B - Agency' Experience

1. List only previous similar assignment successfully completed in the previous year.

Duration	Assignment name and client Name	brief description on training	Project Value in INR	Number of Candidates Trained and certified	Number of Candidates Placed	Location/s

### Form Tech -3

- a. **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing each of the tasks in TORs, to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }
- b. **Work plan, deliverables, timelines.** Use Gantt chart or other chart to show progress, which activity will be completed when and how many numbers will be trained.

### Annexure 3

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, Agencies/suppliers/contractors/Agency 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:

- c. Proposal for award may be rejected, if it is determined that the Agency, recommended for award and/or its employees, sub-contractors, sub-Agency, sub-vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract/selection in question;
- d. 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/Agency and/or its employees, subcontractors/sub-Agency, sub-vendors, agents for getting the Contract or during the execution of a Contract;
- e. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if at any time, it is determined 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/DSDE'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 Agencies (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non- competitive levels.

## Terms of Reference

### I. Background

The National Skill Development Corporation (NSDC) is a one of a kind public private partnership under the guidance of the Ministry of Skill Development and Entrepreneurship (MSDE) setup as part of the governments' coordinated action in the skills space with the specific target of skilling/up skilling 160 million people by 2022. NSDC operates mainly by fostering private sector initiatives in this area. In order to achieve this target NSDC has been working on three key mandates:

- Create: Proactively catalyze creation of large, quality vocational training institutions
- Fund: Reduce risk by providing patient capital and improve returns by providing viability gap funding
- Enable: Facilitate the creation of support systems required for skill development

With a training partner network of over 300 affiliates, 37 industry-led Sector Skill Councils and various enabling systems and programs, NSDC is a major contributor to the Government's Skill India mission

### II. Details of the Project

1. **Project Brief:** It is proposed that the skilling be done on a *Fee Based Model* along with some training which may be imparted through Government Schemes such as PMKVY, etc. for the disadvantaged groups, as per scheme guidelines. The Training Partner may cater to train candidates for domestic and international markets in various Job Roles in sectors mentioned below and amended from time to time. Mobilization and selection of candidates will be the responsibility of the Training Provider, however, DSDE may select candidates and nominate also. The Financial Implications towards Fee Collection, Royalty to Govt. of Goa, Maintenance of the Proposed Center as well as any other financial modalities will be decided between the selected training partner(s) and DSDE, Govt. of Goa.
2. The Agency must take into consideration that this project is mainly a fee based project for which the selected Agency may be allowed to charge a fee to the students, to a maximum of INR 50,000.00 (Rupees Fifty Thousand only) on the basis of the Job Role being taken up by the student. The agency may source sponsorship/donations for training cost of the candidates, however under no circumstances the candidate may be charged more than the above prescribed amount without written approval from the client.
3. The Agency will also take into consideration and agree to pay an annual fees of INR 2,00,000.00 (Rupees Two Lakh Only) + GST to be paid in advance to NSDC on behalf of the Client as a fee towards technical assistance, IT and Monitoring Support, linkage for International and local placement, etc. and other charges not including and not limited to any other charges that may arise out of the negotiation between DSDE and the selected Agency.
4. The Agency will be provided with requisite building space for the purpose of conducting the training by DSDE, Govt. of Goa. The Agency will be responsible towards maintenance and upkeep of the building as required by the law.
5. The Agency, to take into consideration the Floor Maps Shared by DSDE for the space provided through joint inspection of NSDC, DSDE and DoH&FW, Govt. of Goa. Attached as Annexure IV & V respectively.

6. **Objective of the Project:** To instill economic security and stability among youth through High End Skill Training and holistic development thereby facilitating enhanced access to opportunities in Industry jobs.
7. **Funding Organization:** Primarily Fee Based, however as and when required Govt. supported programs should be implemented.
8. **Project Sectors and locations:** Training to be conducted for the youth of Goa in Healthcare, IT-ITES, Tourism & Hospitality, or any other sectors and job roles as proposed by Training Partners and surveyed in the location and amended from time to time with approval of DSDE, Govt. of Goa.

To start with DSDE & NSDC may decide upon the following 3 (Three) Job Roles. Of These 1 technical and 1 non-technical Job Role will be finalized to start operations:

Sector Skill Council	QP No.	Job role
Healthcare Sector Skill Council	HSS/Q0701	X-Ray Technician
	HSS/Q2601	Operating Theatre Technician
	HSS/Q6101	Hospital Front Desk Coordinator

**Lab Sizes and Equipment list for the above job roles are available at :**  
<https://skillindia.nsdcindia.org/>

### 9. Outcome of the Project:

The deliverables of the Project are as follows-

Direct industry placement	➤ 80% of certified candidates to be placed (domestic and/or international wage employment and/or apprenticeship under NAPS) within 90 days of certification with minimum 6 months of continued employment
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### III. Objective and Scope of Work

The shortlisted Agency will be responsible for executing the project activities namely mobilization, branding, publicity, counselling, imparting training, certification, placement assistance. The project will be implemented as per National Skill Qualification Framework (NSQF) along with assessments and certification through concerned Sector Skill Council. At least 80% placement (domestic and/or international wage employment and/or apprenticeship under NAPS) is to be ensured by the selected training partner under the project.

Once the trades, location(s), Pricing Structure, targets, financials and other operational aspects under the project are finalized an agreement to be signed between DSDE and selected Agency.

The Agency selected is expected to undertake skill training of Youth in high end, fee-based job roles. The scope of work would also include but not be restricted around conceptualizing, building and driving, execution of outreach initiatives.

#### IV. Termination Clause

The quality of service provided by the Agency and the performance of the Agency shall be reviewed and monitored by both NSDC & DSDE and in case the performance is unsatisfactory, the Agency' contract/agreement with DSDE can be terminated at NSDC/DSDE's discretion.

V.

#### Terms of Payment

Sl.	Activity	Timeline	Amount Payable
1.	N.S.D.C.	Annually at the time of Signing of Agreement	INR 200,000.00 (Rupees Two Lakh Only) + GST
2.	Any Other Charges to be decided by DSDE/DoH&FW includes Utility bills, Electricity & Maintenance charges, etc.	As and when issued by concerned authorities.	Actuals as per PWD
3.	Fees Collected from Students for	Service Provider can decide on payment terms with the student	To a Max of INR 50,000.00 (Rupees Fifty Thousand Only)
4.	To bear the cost of Modification/damage to property or any other cost that may arise out of day to day operations	As and when occurs to be brought to the notice of DSDE	The building should be jointly be surveyed by the selected Training Provider, DHS and DSDE and should be returned by the Training Provider in the same condition after the completion of the period of 3 years.

## **Annexure IV – Ground Floor – Floor Plan of Old Asilo Hospital**

The Selected Agency should take into consideration the space provided for classrooms and office spaces as demarcated in the attached Floor Plans. The building is a declared heritage building; therefore, the Training Provider must comply with the guidelines laid under the Heritage Conservation and Preservation Act 2010 and TP shall ensure the maintenance of the space as required.

The Training Provider, while setting up the classroom, laboratory and during the course of the operation has to comply with the guidelines laid under the Heritage Conservation and Preservation Act 2010.

The Ground Floor has the Following spaces, colour coded, for consideration:

1. Cafeteria – Shared Space Demarcated in Orange
2. Pantry – Shared Space Demarcated in Blue
3. Library – Shared Space Demarcated in Maroon.



A-10 GROUND  
FLOOR FURNITURE I



## **Annexure V -First Floor – Floor Plan of Old Asilo Hospital Building**

The Selected Agency should take into consideration the space provided for classrooms and office spaces as demarcated in the attached Floor Plans.

First Floor has the following spaces, colour coded, for consideration:

1. Classroom & Lab – Measuring 932 sq. ft, Marked in Yellow for the Non-Technical Course
2. Classroom No 2. & Lab - Measuring 1046 sq. ft Marked in Blue for the Technical Course (heritage building)
3. Two Office Rooms – Measuring 154.46 sq. ft in Green Colour and Measuring 152.31 sq. ft in Violet colour provided
4. Computer Lab – Measuring 657.67 sq.ft. Marked in Orange may be utilized on a sharing basis if required



A-11 FIRST FLOOR  
FURNITURE PLAN (V

**DRAFT AGREEMENT  
BETWEEN  
Directorate of Skill Development and Entrepreneurship, Govt. of Goa  
AND  
[]**

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

1. **Department of Skill Development and Entrepreneurship, Govt. of Goa**, having its registered office at 3<sup>rd</sup> Floor Shram Shakti Bhavan, Patto Center Panjim, Goa - 403001 (hereinafter referred to as “**DSDE**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);and
2. [], a [] incorporated under the [], and having its registered office at [] (hereinafter referred to as “**Service Provider**” whose expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and successors-in-interest and assigns).

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

**WHEREAS**

- (A) DSDE has, through a request for proposal dated [], (“**RFP**”) to be read along with corrigendum issued with the RFP, if any, has called for proposals/bids to provide Services (defined in Schedule I to this Agreement)
- (B) The Services Provider submitted a bid response dated [] (“**Bid Response**”) pursuant to the RFP where the Services Provider has represented to DSDE that it is an experienced, and fully qualified and capable of providing the Services.

**IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS**

**Definition and Interpretation**

In this Agreement, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires.

- (a) “**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.
- (b) “**Authority**” shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country.
- (c) “**Confidential Information**” includes the contents of this Agreement and all content created pursuant to this Agreement. It also includes, with respect to DSDE and the Service Provider any information or trade secrets, schedules, business plans including, without limitation, commercial information,

financial projections, client information, technical data, developments, intellectual property, ideas, know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, either Party pursuant to this Agreement, but excluding information which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the receiving Party of any of the provisions of this Agreement and includes any tangible or intangible non-public information that is marked or otherwise designated as ‘confidential’, ‘proprietary’, ‘restricted’, or with a similar designation by the disclosing Party at the time of its disclosure to the receiving Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure.

- (d) **“Force Majeure”** means an act of God, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder, of the Party concerned during the continuance and to the extent of such prevention, interruption or hindrance.
- (e) **“Intellectual Property”** or **“Intellectual Property Rights”** shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case in relation to the Services or any part thereof and which exist, or may exist, in any jurisdiction anywhere in the World.
- (f) **“Order”** shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Authority.

### **Interpretation**

- (a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (b) Terms may be defined in clause 1 above, or elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.
- (c) Reference to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be.
- (d) References to the singular will include the plural
- (e) References to the word “include” shall be construed without limitation.

### **Appointment of Service Provider**

Subject to the terms of this Agreement, DSDE appoints the Service Provider to provide the Services as enumerated in Schedule -I.

All services, functions or responsibilities which are reasonably necessary and required for the performance or provision of the Services shall be deemed to be included within the scope of work of the Service Provider. Except as specifically excluded, all tools, and materials required by the Service Provider to perform its obligations under this Agreement shall be used by the Service Provider, at no extra cost to DSDE

## Consideration and Payment Terms

In consideration of the Service Provider providing the Services (as specified in Schedule I) to DSDE, The Service Provider agrees to pay sufficient and valid consideration (“**Consideration**”) in accordance with the Payment Terms outlined in Schedule II.

The amounts shall be due upon receipt of an invoice from DSDE, and all undisputed invoices and charges shall be paid to DSDE within 30 (thirty) days of receiving such invoice from DSDE

The Service Provider recognizes that payments are linked to royalty, NSDC service charges and any other as per Schedule II of this document.

All payments shall be made in INR.

All charges are exclusive of all applicable taxes that may be levied, imposed, charged or incurred. Service Provider shall pay the consideration due under this Agreement (including taxes) after deducting any tax deductible at source, at the applicable rate. Service Provider shall furnish a tax certificate evidencing payment of the tax deductible at source to the appropriate government entity or Authority on a timely basis.

All payments are inclusive of all out of pocket expenses. Except as provided under the Agreement, the Service Provider shall not be entitled to claim any out of the pocket expenses incurred pursuant to its performance of obligations under the Agreement.

## Term

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

## Termination

Either Party may terminate this Agreement by giving written notice of 15 (fifteen) days to the other in the event that:

- (a) the other Party has committed a material breach of any of its obligations hereunder which cannot be remedied;
- (b) the other Party has committed a material or repeated breach of any of its obligations hereunder and has failed to remedy such breach (if the same is capable of remedy) within thirty (30) days of being required by written notice so to do;
- (c) the other Party goes into liquidation or bankruptcy (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that other Party’s assets or if that other Party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that other Party or any similar occurrence under any jurisdiction affects that other Party; or
- (d) the other Party ceases or threatens to cease to carry on business or is removed from the relevant register of companies, where applicable.

DSDE may terminate this Agreement, without assigning any reason by giving written notice of 30 (thirty) days DSDE may terminate this Agreement immediately if DSDE determines that the Service Provider and/or its employees, sub-contractors, sub-consultant, sub- vendors, agents have engaged in Corrupt or Fraudulent practices in executing this Agreement. The terms “corrupt” and “fraudulent” are defined in Schedule III to this Agreement

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

## Consequences of Termination

Upon termination of this Agreement, any rights or authority granted by DSDE to the Service Provider under

this Agreement shall terminate with immediate effect.

Within 7 (seven) business days after termination, upon the request of DSDE, Service Provider will return or destroy, at the option of DSDE, all Confidential Information of DSDE and all materials relating to work in progress of the Services.

In case, where the Agreement is terminated pursuant to clause 5.3 (*Termination for Corrupt and Fraudulent Actions*), all charges or amounts payable for the completion of milestones already achieved, or services already availed, whether invoiced or not, subject to the Service Provider providing suitable invoices, outstanding upon the date of termination, shall be settled within 30 (thirty) days of such termination;

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.

### **Representation and Warranties**

Each Party represents and warrants to the other Party that:

- (a) It has full power and authority to execute, deliver and perform this Agreement.
- (b) It has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and
- (c) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

The Service Provider represents and warrants that

- (a) It possesses the necessary experience, expertise and ability to undertake and fulfil its obligations under all phases involved in the performance of its obligations under the Agreement
- (b) All representations made by the Service Provider in the Bis Response is true and accurate
- (c) The Service Provider has read and understood DSDE Procurement Policy and specifically the policy on Fraud and Corrupt Practices (extracted portion in Schedule -III) and shall abide by the same.

### **Performance Guarantee**

Within [ ] ([ ]) days from date of signing of the Framework Agreement award, the Firm shall furnish to the Purchaser the performance security of Rupees [ ] only (INR [ ]). 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 [ ]

## **Personnel [ OPTIONAL]**

The Service Provider shall deploy personnel for providing the Service only after they have been screened, to ensure that they meet the minimum quality standards. The title agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each Consultants / key employees shall be described in Schedule IV. (“Key Employees”)

The Service Provider shall immediately terminate and replace a Key Employee who has a. breached any terms and conditions of this Agreement b. has committed a data breach c. is in anyway not in compliance with Applicable Law

DSDE shall have the right to interview any of the Key Employees engaged by the Consultant to ensure they are duly qualified to provision the Services.

In the event that any of the Key Employees resign, or cease to provide their services due to reasons beyond the control of the Consultant, the Consultant shall immediately (within 7-10 days) replace such Key Employees, with equally competent resources, and ensure that a complete knowledge transfer and all other processes required to maintain business continuity.

In the event that any Key Employee fails to meet the reasonable expectations of DSDE, DSDE may request a replacement and the Service Provider shall promptly replace, with a suitable and equivalent replacement.

## **Compliance with Laws**

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

## **Intellectual Property Rights**

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

The Service Provider also acknowledges and assigns to DSDE in perpetuity and exclusively, Intellectual Property Rights in any deliverables created under this Agreement, in the course of provision of the Services. This includes reports, tables, presentations, handbook developed specifically for DSDE in furtherance of providing Services under this Agreement.

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

## **Indemnification**

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

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

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

## **Limitation of Liability**

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

The Service Provider or any of their employees or vendors shall not be liable to DSDE or any other person or entity for an amount of damages under this Agreement in excess of the amount of Consideration paid or payable for the applicable Services

The above limitations of liability and exclusions from liability set forth in this Clause 13 shall not apply (i) in cases of gross negligence or willful misconduct; or (ii) to any liability arising out of fraudulent conduct

### **Use of Confidential Information**

The Service Provider may be given access to Confidential Information from DSDE in order to perform its obligations under this agreement.

The Service Provider shall:

- (a) use the Confidential Information of DSDE only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of DSDE) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by DSDE;
- (b) use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Service Provider exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Service Provider in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Service Provider has assumed in this Agreement with respect to the Confidential Information;
- (c) not, without the prior written consent of DSDE, disclose or otherwise make available DSDE's Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein.
- (d) not copy or reproduce in any manner whatsoever the Confidential Information of DSDE or any part thereof without the prior written consent of DSDE, except where required for her own internal use in accordance with this Agreement; and
- (e) promptly upon the request of DSDE, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of DSDE, 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.

### **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.

If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure event as a result of which that Party is prevented from performing its obligation for more than thirty (30) days due to such Force Majeure Event (“**Aggrieved Party**”), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure event so long as the Force Majeure event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified.

### **Governing Law and Dispute Resolution**

This Agreement shall be governed by the laws of India.

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

- (b) Any Dispute shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The arbitration proceedings shall be held at Goa, India.
- (c) The Parties to an arbitration shall keep the arbitration confidential and shall not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information submitted during arbitration, any documents submitted in connection with it, any oral submissions or testimony, transcripts or any award unless disclosure is required by law or is necessary for permissible court proceedings such as proceedings to recognise or enforce an award.

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

### Miscellaneous

**Entire Agreement:** This Agreement, the Annexures and recitals hereto (which are hereby expressly incorporated herein by reference) constitutes the entire understanding between the Parties and supersedes all other discussions and understanding between the Parties.

**Assignment:** This Agreement and the rights and obligations herein may not be assigned by either Party without the written consent of the other Party.

**Amendments and Waivers:** This Agreement may be amended only with the written consent of both Parties. Any amendment or waiver effected in accordance with this Clause shall be binding upon both Parties.

**Delays or Omissions:** No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach 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.

**No Partnership:** Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership or a joint venture between the Parties. Neither Party shall have any authority to bind the other Party in any manner whatsoever. This Agreement shall be construed to have been entered on a principal-to-principal basis.

**Notices:** Except as may be otherwise provided herein, all notices, requests, waivers and other communications (“Notices”) shall be deemed to be delivered as provided herein: (a) if delivered to the addressee (“Receiving Party”) by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery). The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

**To DSDE:**

Address: 3<sup>rd</sup> Floor Sharm Shakti Bhavan, Patto Center, Panjim, Goa – 403001

Phone: +91-832-XXXXXXX

**To Service Provider:**

**Severability:** The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

**Survival:** The provisions of Clauses and such other provisions of this Agreement, which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

**Counterparts:** This Agreement may be executed in two (2) counterparts, each of which when executed



and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

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

<b>DSDE</b>  By  _____  _____ Name: Title:	<input type="checkbox"/> By  _____  _____ Name: Title:
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## **SCHEDULE I**

### **SERVICE DESCRIPTION (Scope of Work)**

The Service Provider agrees to conduct training at Old Asilo Hospital, Mapusa, Goa in the job roles as mentioned in the RFP and / or may be changed from time to time.

The service provider hereby agrees to:

1. Adhere to NSDC center accreditation and affiliation guidelines for the respective job roles to be undertaken in the aforesaid center
2. To equip the center as per the Equipment list for the job roles available at : <https://skillindia.nsdcindia.org/>
3. To ensure proper maintenance of the center as per desired standards by DSDE and Department of Health and Family Welfare, Govt. of Goa.
4. Mobilize, Train & Ensure 80% placement of Certified candidates post assessment by HSSC on a Fee Based Model. However, if DSDE, deems fit and the Service Provider matches the criterion of Center Accreditation and Affiliation for any Govt. Scheme, for which training cost is reimbursed by the Govt. of Goa, the same can be undertaken in the center.
5. Adhere to the QPs, NOSs as applicable for each job role being undertaken in the center.

**SCHEDULE -II**  
**Terms of Payment**

<b>Sl.</b>	<b>Activity</b>	<b>Timeline</b>	<b>Amount Payable</b>
5.	N.S.D.C.	Annually at the time of Signing of Agreement	INR 200,000.00 (Rupees Two Lakh Only) + GST
6.	Any Other Charges to be decided by DSDE/DoH&FW includes Utility bills, Electricity & Maintenance charges, etc.	As and when issued by concerned authorities.	Actuals as per PWD
7.	Fees Collected from Students for	Service Provider can decide on payment terms with the student	To a Max of INR 50,000.00 (Rupees Fifty Thousand Only)
8.	To bear the cost of Modification/damage to property or any other cost that may arise out of day to day operations	As and when occurs to be brought to the notice of DSDE	The building should be jointly be surveyed by the selected Training Provider, DHS and DSDE and should be returned by the Training Provider in the same condition after the completion of the period of 3 years.