



Samagra Sikshana - Karnataka

O/o The State Project Director, New Public offices Annexe Building,
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Ref. No: NSQF.26/2018-19

Date: 05-03-2019

Request for Proposal (RFP)

**“TO PROVIDE SERVICES OF VOCATIONAL TEACHERS, VOCATIONAL
COORDINATOR AND OTHER SERVICES IN INFORMATION TECHNOLOGY /
INFORMATION TECHNOLOGY ENABLED SERVICES (IT/ITEs) SECTOR”
UNDER “NATIONAL SKILLS QUALIFICATION FRAMEWORK (NSQF)
PROJECT” IN KARNATAKA**

Office of the STATE PROJECT DIRECTOR

Samagra Shiksha Abhiyan (SSA)

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1. BID NOTIFICATION - REQUEST FOR PROPOSAL

1.1 Invitation for Request For Proposal (RFP) “TO PROVIDE SERVICES OF VOCATIONAL TEACHERS / VOCATIONAL COORDINATORS AND OTHER SERVICES IN INFORMATION TECHNOLOGY / INFORMATION TECHNOLOGY ENABLED SERVICES (IT/ITEs) SECTOR” UNDER “NATIONAL SKILLS QUALIFICATION FRAMEWORK (NSQF) PROJECT” IN KARNATAKA

Ref. No: NSQF.24/2018-19

Samagra Shiksha - Karnataka (hereinafter called as SS-K) intends to deploy Vocational Teachers at selected Govt. Composite Pre-University Colleges (hereinafter called as Schools) under ‘National Skills Qualification Framework (hereinafter called as NSQF) Project’ through eligible Organizations with requisite experience and capabilities in the field of vocational skills training. During 2018-19, SS-K has selected 150 Schools for implementation of NSQF project in Karnataka.

Out of 150 schools, SS-K invites proposals from NSDC / Sector Skill council affiliated Training Providers and organizations for implementation of IT/ITEs Sector in 100 Schools under NSQF.

The tender document is available on the website <http://eproc.karnataka.gov.in> and can be downloaded. All subsequent notifications, changes and amendments on the document, if any, would be posted only on the same website within the stipulated date and time.

The bidders will be required to register themselves with the Centre for E-Governance to participate in the bidding process and get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the same website: <http://eproc.karnataka.gov.in>. Necessary training and hands on experience in handling e-procurement system could be obtained from the centre for E- Governance at Bengaluru. Details on help on this aspect could be sought on telephone number 080-22371090/22373788 or 9480051498 or through e-mail id: hphelpdesk.blr@intarvo.com.

In the event of the date specified for bid receipt and opening being declared as a Government holiday the due date for opening of bids will be the following working day at the appointed times.

1.2 Time schedule of RFP

The detailed time schedule of the tender is as follows:

Sl. No.	Milestone	Envisaged Schedule
1	Tender amount	Rs.3,02,50,000/-
2	Date of commencement of RFP on e-procurement platform	08-03-2019

3	Last date and time for receipt of requests for intimation of any Discrepancy in this document, queries, clarifications & Conditions to be addressed.	03-04-2019
4	Date of Pre-bid meeting	03-04-2019
5	Last Date & Time for receipt of Bids	15-04-2019
6	Date and Time of opening of Technical Bids	18-04-2019
7	Probable Date and Time of opening of Financial Bids	25-04-2019
8	EMD amount payable electronically only	Rs.4,53,750/-
9	Place of opening of bids	Office of the State Project Director, SSA, Nrupathunga road, Bangalore

1.3 Information on Request for Proposal (RFP)

1.3.1 Proposals in Electronic Form are invited from eligible Organizations to participate in the RFP for providing the services as mentioned in section 4 – Terms of Reference.

1.3.2 The proposal to be submitted along with Earnest Money Deposit (EMD) as mentioned in 1.3.3. The EMD shall be kept valid for at least 45 days in addition to the Proposal Validity Period and would need to be extended, if so required by the SS-K, for any extension in Proposal Validity Period.

1.3.3 The EMD shall be credited to the account of Centre for E-Governance

- a) Through Credit Card
- b) Internet Banking
- c) National Electronic Fund Transfer

The Bidders' bid will be evaluated only on confirmation of receipt of the payment (EMD).

EMD amount will have to be submitted by the Bidder taking into account the following conditions:

- a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account until the Tender process is finalized.
- b) The entire EMD amount for a particular tender has to be paid in a single transaction.

1.4 The EMD shall be returned to the unsuccessful Bidders within a period of eight (8) weeks from the date of announcement of the successful bidder. The EMD submitted by the successful bidder shall be released upon furnishing of the Performance Security of 5% of the total bid amount in the form of Demand Draft / Bank Guarantee from Nationalized Bank. EMD submitted by the bidders will not carry any interest.

- 1.5 The EMD / performance security shall be forfeited in the following cases:
- a) If the bidder modifies or withdraws the proposal or MOU or Bank Gaurantee;
 - b) If the bidder withdraws the proposal during the interval between the proposal due date and expiration of the proposal validity period;
 - c) If the successful bidder fails to provide the performance security and to execute the agreement within the stipulated time or any extension thereof provided by the SS-K;
 - d) If any information or document furnished by the bidder turns out to be misleading or untrue in any material respect;
- 1.6 Though adequate care has been taken in the preparation of this Request For Proposal (RFP) document, the bidder should satisfy himself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned officer immediately (please refer 1.10 for address & contact details of the officer). If this office receives no intimation of discrepancy within the date mentioned in Section-1.2 (Sl. No. 3) it shall be deemed that the Request For Proposal document is complete and final in all respects.
- 1.7 SS-K reserves the right to change / modify / alter / amend any or all of the provisions of this Request For Proposal.
- 1.8 SS-K shall have no liability for non-receipt of any communication from the bidder to SS-K and vice-versa due to postal delays or otherwise.
- 1.9 SS-K reserves the right to accept or reject all or any of the RFP submission without assigning any reason whatsoever. SS-K also reserves the right to postpone, cancel, modify and annul the entire bid process duly notifying on its website or intimating the bidders who submitted the RFP, through an e-mail, as the case may be.
- 1.10 For further details on this RFP and the assignment, bidders can contact the office of the State Project Director, Samagra Sikshana – Karnataka, New Public offices annex building, Nrupathunga road, Bangalore 560001, Tel.: 080-22113792/
voekar@gmail.com

State Project Director,
Samagra Sikshana-Karnataka,
Bangalore.

2. LETTER OF INVITATION (LOI)

Sir / Madam

Sub: "To Provide Services of Vocational Teachers & Vocational coordinator in IT/ITEs Sector and other services" Under "National Skills Qualification Framework Project" in Karnataka

2.1 You are here by invited to submit Technical and Financial proposal for **"To Provide Services of Vocational Teachers, Vocational coordinator & other services for IT/ITEs Sector" Under "National Skills Qualification Framework Project" in Karnataka.** The services of Training Providers will be initially for a period of 24 months or from the date of execution of MOU till March 2021 whichever is earlier. This may extended till for further 02 years on yearly basis, based on the performance being satisfactory service of VTP.

2.2 The purpose of this assignment is, to get competent and experienced Training Providers for delivering services as mentioned in Section 4 - TERMS OF REFERENCE at selected Schools listed in Annexure-1 & Vocational coordinator.

- a. Annexure 1 – List of Schools selected for IT/ITEs Sector.
- b. Vocational coordinator for Samagra Siksha State Office.

2.3 The Request for Proposal contains the following documents.

- a. Terms of References
- b. Technical Proposal – Standard Form (Appendix-A to I)

2.4 In order to obtain more information on the LOI and the assignment, representative of your firm may meet Office of the State Project Director, SS-K, Nrupathunga road, Bangalore during the office hours.

2.5 A pre-bid meeting is open to all prospective bidders will be held as specified in section 1.2 Sl. no 04 at the State Project Office, SSA, New Public Office, Nrupathunga Road, Bangalore. The prospective bidders will have an opportunity to obtain clarification regarding the scope of work, terms of reference, contract conditions and any other pertinent information.

2.6 Eligibility Criteria for Bidders

Organizations eligible to bid for NSQF Project shall be:

- NSDC affiliated Training Providers or
- Organizations which affiliated with concerned Sectors Skills Councils (SSC)

Note: It is desirable that the NSDC / SSC Vocational Training Provider (VTP) should have been affiliated with NSDC / SSC and accredited at National Quality Assurance Framework (NQAF) Level 2 or higher. The documentary proof to be enclosed in Appendix – C.

The following minimum criteria are mandatory:

Sl. No	Criteria	Minimum requirement to be satisfied	Please attach documentary proof in	Mandatory / non-mandatory
1	NSDC / SSC affiliation certificate	Affiliation certificate	Appendix-C Sl.No. 3 or 4	Mandatory
2	National Assurance Quality Framework (NQAF) certificate of Level-2 or higher.	Certificate	Appendix-C Sl.No. 5	Desirable
3	Format For Power of Attorney for Signing Of Proposal	On Rs.100/- stamp paper	Appendix-B	Mandatory
4	No. of years of Existence (as on 31-01-2019)	Three	Appendix-D (Sl. no. 4)	Mandatory
5	Presence in Karnataka (Head Office / Branch Office)	One Office (either head office / branch office) in Karnataka	Appendix-D (Sl. No. 8)	Mandatory
6	Certificate of Incorporation	Company registration certificate	Appendix-D (Sl. No. 2)	Mandatory
7	Company PAN number	Xerox copy of PAN card.	Appendix-D	Mandatory
8	GST registration Certificate	Xerox copy of GST registration certificate	Appendix-D	Mandatory

The above documents are mandatory. If the bidder fails to submit the any one of the above valid documents, the bid will be disqualified.

The bidder shall be a single entity. No Franchisees or Consortium will be permitted.

2.7 The **“TECHNICAL PROPOSAL”** should include the bidder’s expertise in Skill Development in the IT/ITEs Sector Training.

The **“TECHNICAL PROPOSAL”** should include the following. All the documents should be signed by the Authorized representative of the Organization along with duly attested by Notary or any Gazette Officer.

Appendix A: Technical Proposal – Covering Letter
Appendix B: Format For Power of Attorney for Signing Of Proposal
Appendix C: Details of affiliation with NSDC / SSC
Appendix D: Details of bidder
Appendix-E: Financial Standing - Annual Turnover
Appendix-F: Details of no. of people trained & placed by the bidder in IT/ITEs sector across PAN India.
Appendix-G: IT/ITES Training Centres in Karnataka
Appendix-H: Details of having existing tie-ups / MOUs with IT/ITES sector Industry based across PAN India.
Appendix-I: Training Providers Empanelled with Govt. Departments / Autonomous Bodies for IT/ITES Sector across PAN India.

2.8 FINANCIAL PROPOSAL:

The bidder has to quote for service charges in percentage (%) in e-procurement portal only in the column provided. Service charges will be for providing the services of one Vocational Trainer/ Vocational coordinator and other services & activities (mentioned in para 4.7) per school per month in IT/ITES Sector under NSQF Project as per Section 4 – Terms of Reference. Uploading of any other financial proposal manually is strictly prohibited & will not be considered.

2.9 Opening of Technical & Financial Proposals:

The technical proposals will be opened by the State Project Director, SS-K, Bangalore or his authorized representative in his office on the date specified in section 1.2 in the e-form. It may please be noted that the Financial Proposal containing the detailed price offer will be opened after completion of technical evaluation.

2.10 Evaluation:

a) Technical evaluation points:

The technical proposals will be evaluated based on the documentary proofs provided by the bidder and points would be given as per following form for each parameter as follows.

Sl. No.	Parameter	Total max. marks	Please attach documentary proof in
1	Training Provider's total turnover of (from April 1,2015 to March 31, 2018) Rs. 02 crore to 2.5 crore – 5 Marks, Above Rs. 2.5 crore – 10 Marks (maximum Marks allocated is 10 only)	10	Appendix-E
2	No. of people trained in IT/ITES Sector across PAN India during the period from April 1,2016 to 31-01-2019 For 800 persons trained, 10 point will be allotted and for every additional 100 persons trained 02 point will be allotted. Fractional no. of persons trained will not be considered. (Eg: 501 to 599 persons trained will be considered as only 500 trained) Maximum of 20 points will be allotted.	20	Appendix-F
3	No. of people Placements or self-employed in IT/ITES Sector across PAN India during the period April 1, 2016 to 31-01- 2019 For 800 persons placed / self-employed, 10 point will be allotted and for every additional 100 persons placed 02 point will be allotted. Fractional no. of persons trained will not be considered. (Eg: 501 to 599 persons trained will be considered as only 500 trained) Maximum of 20 points will be allotted.	20	Appendix-F

4	01 Training Centres (not franchisees) in Karnataka. For 01 Training centre 10 points will be allotted. From 2 nd centre onwards, each centre will get 2 points (for ex: if the organization has 4 centres, they will get totally 16 points) – Maximum 20 points will be allotted.	20	Appendix-G
5	Details of having existing tie-ups / MOUs with IT/ITES Industry based across PAN India (multi-national / large / medium scale industries) (during 2016-17 to 31-01-2019) by the training providers for their support in Placements / Internships / Field visits / Guest lectures. For 01 tie-ups / MOUs 10 points will be allotted. From 2 nd centre onwards, each centre will get 2 points will be awarded. Maximum will be allotted 20 points only.	20	Appendix-H
6	Training Providers empanelled as Skill Knowledge Partner / Training Provider with Govt. Depts. / Autonomous bodies for IT/ITES sector in Vocational Training Project across PAN India in the period of April 1,2016 to 31.01.2019. Minimum 01 empanelment. For 01 empanelment 10 points will be allotted.	10	Appendix-I
TOTAL POINTS		100	

Each eligible proposal will be evaluated and proposal will be rejected if it fails to achieve the minimum prescribed technical score. The basis of ‘Weight age of Points’ for Technical Proposal Evaluation - Weight age is given for each parameter. Each Bidder will be evaluated for each parameter. A maximum of 100 points are awarded as detailed above.

All Short-listed Bidders scoring **minimum of 50 Points out of 100 Points** (“Minimum Cut-off score”) only will be shortlisted subject to them agreeing to the applicable financials arrived at on the basis of evaluation.

b) Financial proposal:

Financial proposal will be for providing the services of one Vocational Teacher and other services mentioned in para 4.7 per school per month in IT/ITES Sector under NSQF Project as per Section 4 – Terms of Reference.

2.11 Evaluation & Deciding Award of Contract:

Quality & Cost based selection (QCBS):

- a. Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy percent) while the financial proposals will be allotted weightages of 30% (Thirty per cent).
- b. Proposal with the highest technical marks will be given a score of 100 (Hundred) and other proposals will be given technical score that are proportional to their marks w.r.t. the highest technical marks.
- c. Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer.
- d. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
- e. On the basis of the combined weighted score for quality and cost, the consultant will be ranked in terms of the total score obtained.
- f. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.
- g. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be considered for award of contract.
- h. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.
- i. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \left(\frac{C_{\text{low}}}{C} \times X \times 30\% \right) + \left(\frac{T}{T_{\text{High}}} \times X \times 70\% \right)$$

where,

C = Bid Price quoted by the bidder

C_{low} = the lowest Bid Prices quoted among responsive Bids.

T = the total Technical Score awarded to the Bidder.

T_{high} = the highest Technical Score achieved among all responsive Bids

X = weightage for the Technical score & Price bid i.e., 100 points.

2.12 Please note that the State Project Director, SS-K, Karnataka, Bangalore, is at full liberty to reject the LOI without assigning any reason.

2.13 The State Project Director reserves the right to modify or cancel or add any clauses or conditions under TOR or General Contract Conditions at any point of time during

the period of contract. The State Project Director decision is final in case of any dispute.

- 2.14** The successful Bidder will be required to furnish Performance Security in the form of Demand draft / Bank Guarantee equal to 5% of the contract value. Successful bidders are required to execute an agreement with SPD.
- 2.15** You are requested to hold your proposal valid for 90 days from the date of submission without changing the financials proposal for the assignment. The State Project Director, SS-K, Karnataka, Bangalore will make best efforts to select a Bidder within this period.
- 2.16** If any claim made or information provided by the bidder in the bid or any information provided by the bidder in response to any subsequent query by SS-K, is found to be incorrect or is a material misrepresentation of facts, then the bid will be liable for rejection.
- 2.17** The payment under this assignment will be subject to normal tax liability in India.

State Project Director,
SAMAGRA SHIKSHA ABHIYAN
K.R.Circle, Bangalore

Enclosures:

1. Terms of References
2. General conditions of contract

3. NSQF Project

Background

India is vast country with a population over 1.2 billion and a workforce of around 0.5 billion. Providing employment to such a large population is more than a daunting task and is going to get even more challenging with the growth of population by more than 1.76% every year during 2001 to 2011. On the other hand almost 35% of Indians are younger than 15 years of age, whilst 18% fall within the age group of 15-24. Thus, India is one of the youngest populations in the world, which means huge challenges are foreseen in terms of demands on the education and employment system.

The present education system gives degrees to enable students to seek employment. But, these qualifications are not helping them to secure employment. It is necessary that the focus of the system should be on making students employable. There is a great need to identify and encourage regional skills and to incorporate them in our school syllabus. Skill and knowledge are the driving forces of economic growth and social development of any country.

Government of India, through Skill Development Mission has projected that upto 2022, the employment in the country will be about 500 million by that time. To sustain this growth rate it is essential that the workforce be exposed to same form of skilling or other.

The Government of India has brought out a revised Centrally Sponsored Scheme of Vocationalisation of Secondary Education by integrating employability education into School Education in September 2011. The scheme is operated within the National Skills Qualification Framework (NSQF), which establishes a system of clear educational pathways from school to higher education while providing certification of vocational skills. The project has been approved for the state of Karnataka by MHRD, GOI and accordingly Govt. of Karnataka had implemented the National Skill Qualification Framework (NSQF) from the academic year 2014-15. The aim is to start the project from Level 1 (Class 9th) to Level 4 (Class 12th) in about 150 Composite Government Pre-University Colleges in Karnataka with the goal to make students employable when they complete secondary education. The Project will be jointly funded by Central Government and the State Government.

3.1 National Skills Qualification Framework (NSQF)

In order to address the various issues related to Vocational Education and Training (VET), attention has been given by the Government to develop a Qualifications Framework which will integrate the qualifications of technical, vocational and academic education. The MHRD through its executive order F.No.–1-4/2011-VE dated 3rd September 2012 notified the National Skills Qualification Framework (NSQF) to the country. NSQF is a Centrally sponsored Scheme of MHRD, Govt. of India.

The key elements of the NSQF are to provide

- a. National principles for providing Vocational Education (VE) leading to international equivalency.
- b. Multiple entry and exit between VE, general education and job markets,
- c. Progression within VE,
- d. Transfer between VE and general education, and
- e. Partnership with industry/employers.

3.2 Salient components of the NSQF

- a) Integrating Vocational Education with main stream General Education.
- b) National Occupation Standards (NOS): The NOS for each job role within the identified skill sectors will be laid down by the Sector Skill Councils (SSCs).
- c) Multiple pathways: NSQF is organized as a series of levels of competency/skills, arranged in ascending order from Recognition of Prior Learning (RPL) 1 and RPL 2 leading into level 1 to 10. NSQF levels are defined in terms of learning outcomes i.e., the competencies which the learners must possess regardless of whether they were acquired through formal, non-formal or informal education and training.
- d) Recognition of Prior Learning (RPL): Currently, India's VET system has almost no system where the prior learning of someone who may have worked in the unorganized sector for decades is recognized and certified. Objectives of RPL will be two pronged: (i) recognition of prior learning or qualifications acquired outside the learning path, and (ii) recognition of credits obtained through formal learning. This would lead to career progression and skill up gradation of the learners as well as engagement of the experienced practitioners as resource persons.
- e) Industry Engagement: Participation of the industry and employers will be a critical prerequisite for the success of NSQF.
- f) The competency based curriculum package would consist of syllabus, student manual, trainers guide, training manual, teacher qualifications and multimedia packages and e-material.
- g) Credit framework: For each job role and each level of learning a credit framework will be developed by the certification awarding bodies in consultation with SSC's to

meet the dual objective of achieving skill competencies of that level and the general education learning requirements of equivalent level.

- h) Credit Accumulation and Transfer: Competency based modular curricula would enable multi entry and exit, encouraging performance based learning – with definable competencies. This multi-level entry and exit system shall allow the candidate to seek employment after any level and rejoin education as and when feasible to upgrade qualifications / skill competency.

3.3 NSQF Project at Karnataka

SS-K, Dept. of Primary & Secondary Education, Govt. of Karnataka initiated process to implement the NSQF Project in 150 Government composite Pre-University colleges in 06 sectors.

3.4 Objectives of NSQF Project

- Successfully introduce and integrate vocational (NSQF compatible) courses at the Class 9th – 12th (in the 14-17 years age group) on an optional/voluntary basis.
- NSQF project is to formalize the way the trainings as per National Occupational Standards (NOS) are conducted and to standardize the outcome of the trainings, i.e. quality of students with respect to both technical skills as well as work readiness for the entry level job roles in the relevant sector at the end of Level 4. Post Level 4, students have the options to go for employment or continue the studies. Currently SSA plans to offer NSQF Courses in five streams - Information Technology – Information Technology Enabled Services (IT-ITeS), Automotive, Retail, Healthcare, Multiskilling and Beauty & Wellness.
- The courses will be introduced in schools as follows.

Schools	Selected Govt. Composite Pre-University Colleges in Karnataka
Target classes of NSQF	From 9 th to 12 th Classes

3.4.1 Beneficiaries of NSQF Project

Students of 9th std to 12th std of 150 Government composite Pre-University colleges. Where each school consists of maximum 200 students and maximum about 30000 students will be benefited.

4. TERMS OF REFERENCE “TO PROVIDE SERVICES OF VOCATIONAL TEACHERS, VOCATIONAL COORDINATORS AND OTHER SERVICES IN IT/ITES SECTOR” UNDER “NATIONAL SKILLS QUALIFICATION FRAMEWORK PROJECT” IN KARNATAKA

4.1 Towards an Integrated Scheme for School Education

The Government has, till now, tried to adopt an integrated approach in the implementation of the various Centrally Sponsored Schemes. However, overtime, parallel institutional arrangements at national, state, district and sub-district levels with little convergence with mainstream school education administration have been created for the planning and management of these Schemes. This may have led to a duplication of efforts and personnel towards implementing similar interventions and achieving similar objectives.

Independent evaluations of the Schemes have suggested increased convergence and integration between the Schemes through a single school education development programme covering grades I-X/XII. This would help in instilling allocative efficiency and optimal utilization of budgetary and human resources. Many States have already strived to attain convergence between the two Schemes by making one State Project Director in-charge of the implementation of SSA. Recognising the potential gains from convergence, an advisory dated 16th November, 2017 on integrating the administrative structures at various levels created for SSA in the States to achieve productive synergies, better coordination and economies of administrative costs was sent to all States and UTs. A creation of a single administrative structure would also assist in developing a school sector-wide strategy stressing on improvement in quality of education.

2018-19, has proposed to treat school education holistically without segmentation from pre-nursery to Class 12. An overarching programme for the school education sector extending from pre-school to class 12 has been, therefore, prepared with the broader goal of improving school effectiveness measured in terms of equal opportunities for schooling and equitable learning outcomes. This sector-wide development programme/scheme would also help harmonise the implementation mechanisms and transaction costs at all levels, particularly in using state, district and sub-district level systems and resources, besides envisaging one comprehensive strategic plan for development of school education at the district level. The shift in the focus is from project objectives to improving systems level performance and schooling outcomes which will emphasis of the combined Scheme would be to incentivize States towards improving quality of education.

4.2 Scope of Services by the Training Partner

Performance benchmarks to be full filled by Training Providers annually

- 90% of the students enrolled for NSQF Course need to be passed.
- 70% of the students to be placed at the end of Level 4 (only interested candidates)
- Completion of the syllabus as per timelines

It is the duty of the NSDC / SSC VTP's to oversee regularly the performance of the overall project responsibilities and ensure performance benchmarks are met.

4.3 Provide full-time trained Vocational Teacher at Government composite Junior colleges / Schools (School list in annexure 1) for IT/ITES Sector

The Training Provider need to deploy totally 100 qualified trained Vocational Teachers. Each Government Composite Junior College / School (9th std to 12th std) will have 01 Vocational trainer.

It will be the endeavour of Training Partner to source the Vocational Teachers for the Project from the Karnataka State only.

4.4 Minimum Qualification & Experience of the Teacher:

Sl. No	Qualification	Minimum Competencies	Age Limit	Other details
01	<p>IT/ITeS: Bachelors Degree in Computer Engineering/ Computer Application/ Information Technology Or M.Tech.in Computer Engineering/ Computer Science & Engineering/ Software Engineering Computer Applications/ Information Technology Or Masters Degree in Computer Application Or Associate Member of Institution of Engineers (India) by examination in Computer Engineering after passing 3 years Diploma in Computer Engineering/ Computer Applications/ Information Technology Or DOEACC B Level Certificate. Minimum 2 years relevant experience for Graduate candidates and 1 year for Post Graduate candidates in the field of Teaching/ System Management/ System Administration/ Network Administration/ Research and Quality Control.</p>	<ul style="list-style-type: none"> • Effective communication skills (oral and written) • Basic computing skills • Technical competencies • Soft skills • Facilitation skills 	20 to 40 years as on date of deployment	For Level-1 to Level-4

No relaxation in the above norms

4.5 Selection process adopted by the Training Provider.

To ensure the quality of the Vocational Teachers/Trainers & Vocational coordinators the VTP should ensure that a standardized procedure for selection of Vocational Teachers/Trainers is followed. The selection procedure should consist of the following

- i. The Vocational Teachers/Trainers & Vocational coordinators preferably should be certified by the concerned Sector Skill Council for the particular Qualification Pack/Job role which he will be teaching.
- ii. Written test for the technical/domain specific knowledge related to the sector;
- iii. Interview for assessing the knowledge, Interests and aptitude of trainer through a panel of experts from the field and state representatives; and
- iv. Practical test/mock test in classroom/workshop/laboratory.

The selection to be done based on the above procedure by a committee having representatives of both the State Government and the VTP.

4.6 Roles & Responsibilities:

a. Teacher:

- i. Prepare session plans and deliver sessions which have a clear and relevant purpose and which engage the students;
- ii. Deliver education and training activities to students based on the curriculum to achieve the learning outcomes;
- iii. Make effective use of learning aids and ICT tools during the class room sessions;
- iv. Engage students in learning activities, which include a mix of different methodologies, such as project based work, team work, practical and simulation based learning experiences;
- v. Work with the school management to organise skill demonstrations, site visits, on-job trainings, and presentations for students in cooperation with industry, enterprises and other workplaces;
- vi. Identify the weaknesses of the students and assist them in upgradation of competency;
- vii. Cater to different learning styles and level of ability of students;
- viii. Assess the learning needs and abilities, when working with students with different abilities;
- ix. Identify any additional support the student may need and help to make special arrangements for that support;
- x. Provide placement assistance
- xi. Training Provider will ensure that the Teacher imparts Training IT/ITEs sector to students enrolling for the program with a view to get them employed in the sector, if they wish to. Training Provider shall endeavor to achieve the following:
 - a) Counseling of the students by the Teacher before enrollment of the students to NSQF course as per SSA instructions in coordination with School Principal.

- b) Ensure conduction of internal assessments of students on a weekly / monthly basis as per the assessment pattern set up for the IT/ITEs sector.
- c) Training delivery as per NSQF curriculum approved by Pandit Sundarlal Sharma Central Institute of Vocational Education (PSSCIVE), Completion of the syllabus with strict timelines prescribed by SSA. Ensure quality parameters are met.
- d) Continuous Comprehensive Evaluation of students for each Level.
- e) Conduct practical classes as per the syllabus
- f) Organise Field visits, internships, guest lectures, placements and other activities in coordination with the Principal.
- g) Facilitate evaluation & assessments with Sector Skills Council

➤ **Other responsibilities of the Teacher:**

- a. Closely work with Principal on time table adjustments and other NSQF Project activities i.e. field visits / guest lectures, internships, lab setup, training, placement and meetings.
- b. Follow the instructions and perform responsibilities entrusted by the Principal from time to time.
- c. Maintenance of records and send periodical reports in consultation with Principal.
- d. Ensure lab is in good working condition and assist Principal in maintenance of the lab.
- e. To improve the students performance by conducting different activities.

➤ **Other details:**

TA/DA will be paid to the Teacher as per Karnataka Civil Service rules by the Head of the institution for official travel as per the instructions issued by SSA.

b. Roles & responsibilities of Vocational coordinator:

- i. Should get the monthly plan of action approved by the concerned SPO by submitting tentative programmes list later by the last day of previous month.
- ii. Should submit the TA claims once in a month, not later than 05th of succeeding month along with work done dairy & other relevant documents.
- iii. The coordinator has to stay in the office in the 01st & 04th / last week of the month.
- iv. The coordinator should complete minimum of 05 visits in a month across the State, within a period of 02nd & 03rd week of every month. This may vary according to the orders of SSA.
- v. He has to equip himself to be available in the State office whenever a call arises.

- vi. Keep a record of all students coming under his sector & maintain correct student data base to be provided to NSDC & SSCs.
- vii. Compulsory organize & attend the TOTs.
- viii. Explore in depth the policy framework and guideline, schemes and programmes, and other resources relevant to the project.
- ix. Analyze the local socio-economic trends that will feed into the project strategy.
- x. Identify the gap on each component of a project cycle and prepare the report & suggest measures to fill the gap.
- xi. Build good liaison with state government and other stakeholders to execute the project within the stipulated time frame.
- xii. Monitor the project as per the guideline and standards. Prepare weekly and monthly report and rate the performance of the trainers, rate the schools.
- xiii. Document the best practices.
- xiv. Extensive travel to the field even to remote areas as per the project requirement.
- xv. Any other task that would consistent with the level of the post and / or assigned by the reporting authority.
- xvi. Good understanding of development issues such as human development, inclusive development, gender and participation, skill development and certification, entrepreneurship and Public private partnership models;
- xvii. First hand exposure to different Govt. programmes and schemes for skill development and entrepreneurship.
- xviii. Good understanding of monitoring a program and tracking the outcomes;
- xix. Comprehensive knowledge and its application.
- xx. Good understanding of management issues relating to human resource, budgeting, and partnership for development projects.
- xxi. Good communication, interpersonal and presentation skills, with an ability to work in a multi-cultural environment.
- xxii. Generates new ideas and approaches, researches best practices and proposes new, more effective ways of doing things.
- xxiii. A minimum of relevant experience in a senior level of responsibility at the state or national level in managing a development programme focusing on livelihood, skill development, enterprise development and/or related fields.
- xxiv. Experience in Mobilization under development programmes.
- xxv. Coordination and facilitation of senior, complex teams.
- xxvi. Hands-on experience in design, monitoring and evaluation of skill development.

xxvii. And respond to any work assigned by SS-K.

4.7 Services considered for payment of service charges:

a) Deployment of trainers to schools & Vocational coordinators:

The VTP should deploy the trainers to the schools & Vocational coordinators to SS-K within 15 days from the date of issue of work order from SS-K. If the VTP fails to deploy the trainers within stipulated time penalty will be imposed as per clause 4.10.

b) Enrolment of students to NSQF:

The VTP should submit the enrolment of students list within 30 days from the date of issue of work order or before the submitting the 1st bill for claim whichever is earlier in the format provided by SS-K. Until the submission of enrolment of students list bills will not be considered for payment.

c) Establishment of resource centre lab:

It is the endeavor of the VTP to set up a self established lab at his own cost, in atleast 01 schools of relevant sector. The lab should be established within 30 days from the date of issue of work order or before the submitting the 1st bill for claim whichever is earlier. Until the lab is established bills will not be considered for payment. The self established lab should have the following

- i. The self established lab will be used to train the trainers on hands on skill training.
- ii. To lab should be equipped so as to train atleast 10 trainers at a time.

d) Visits to IT /ITEs sector implemented schools by VTP:

The representatives of VTP should compulsorily visit monthly atleast 20 number of schools implemented IT/ITEs sector. Failing which the service charges of shortfall visit to schools will be deducted as mentioned in clause 4.10. The VTP should plan monthly, so that VTP visits each school atleast 03 times in a year.

e) Training of Trainers (TOT):

The VTP should conduct the training of trainers at least 04 days in a year. The training should be conducted as per the schedule fixed in Annexure-2. Before conducting the TOT it is mandatory to obtain prior permission from SS-K. If the VTP fails to conduct the TOT as per schedule fixed in Annexure-2 the service charges will not be paid for that month.

f) Facilitate linkages between School and relevant Industry for following:

Minimum 01 MOU to be conducted between School (9th std to 12th std single MOU) & the relevant industry for their support in implementation of NSQF Project. The activity to be conducted as per schedule Annexure-2.

g) Guest lectures:

Minimum 04 Guest lecturers in an academic year to be conducted for each level. (9th std to 12th std) Relevant Industry experienced professionals with minimum 2 years of experience need to be invited for the guest lectures with reference to the curriculum. The activity to be conducted as per schedule Annexure-2.

h) Field Visits / Industry Visits:

Minimum 02 Field visits to be organized for each level (9th std to 12th std) in a academic year to the relevant industry. The activity to be conducted as per schedule Annexure-2.

i) Internships:

Organize Internships for Level 3 students for a period of 15 to 30 days in consultation with the Head of the Institution. The activity to be conducted as per schedule Annexure-2.

j) Placements (for interested candidates after completion of Level 4)

Facilitate placements at relevant industries for interested candidates at the end of Level 4. The placement service charges will be payable to NSDC / SSC VTPs only after placement of the students. The activity to be conducted as per schedule Annexure-2.

4.8 Coordination between Training Partner & The Head of the Institution:

- a) Please note the Training Provider needs to facilitate above activities with concerned industries & resource persons.
- b) Training Provider need to inform the Head of the Institution the details mentioned in 4.7 at least before 7 days, for the necessary arrangements to be made
- c) Expenses towards guest lecture / honorarium, TA/DA and Field visit transportation and other relevant expenditure will be incurred by the Head of the Institution as per guidelines issued from time to time by SS-K.

4.9 Financial Norms:

4.9.1 Trainers salary / Vocational coordinators salary:

The monthly salary to the trainers is fixed as follows:

- a. For the schools having Level-1 (09th std) & Level-2 (10th std) only, the trainers monthly salary is fixed at Rs.18,000/- per month inclusive of employee & employer share of ESI & other mandatory deductions & taxes applicable from time to time.
- b. For the schools having Level-3 (11th std) & Level-4 (12th std) only, the trainers monthly salary is fixed at Rs.18,000/- per month inclusive of employee & employer share of ESI & other mandatory deductions & taxes applicable from time to time.
- c. For the schools having Level-1 (09th std) to Level-4 (12th std), the trainers monthly salary is fixed at Rs.23,500/- per month inclusive of mandatory deductions & taxes applicable from time to time.
- d. The salary for Vocational coordinators is fixed at Rs.23,500/- per month inclusive of mandatory deductions & taxes applicable from time to time.

4.9.2 Service charges:

The amount quoted in percentage (%) by the VTP in the price bid (Financial proposal) will be paid as service charges.

- a. The percentage will be calculated on the basis of trainers salary paid monthly as mentioned in clause 4.9.1 above.
- b. The VTP should complete the tasks mentioned in clause 4.7 above from time to time as scheduled in Annexure-2.
- c. If the VTP fails to complete the tasks in stipulated time deductions from service charges will be made as mentioned in clause 4.10.

4.10 Penalty & deductions:

- a) The VTPs are required to deploy the trainers within 15 days from the date of issue of work order from SS-K. If the VTP fails to deploy the trainers within 15 days from the date of issue work order penalty @ Rs.500/- per trainer per day will be imposed from 16th day onwards till the deployment of trainers.
- b) The bidders shall be required to pay the monthly payment of salaries to the Teacher before 5th of every succeeding month irrespective of the amount reimbursed from the SS-K. If the VTP fails to pay the trainers salary in stipulated time fine will be imposed to VTP at the rate of Rs.50/- per day per trainer from 6th day onwards till the payment of salary.
- c) Replacement: If the services of any teacher deployed by the Training Provider is found to be not satisfactory or if the trainer leaves the job, alternative arrangements

should be made by the Training Provider within 15 days. If the Training Provider fails to do so, penalty will be imposed @ Rs. 500/- per day per Teacher from the 16th day onwards.

- d) If the trainer proceeds on leave for more than 07 days the training provider has to make alternate arrangements within 07 days. If the training provider fails to make alternate arrangement within 07 days fine will be imposed at the rate of Rs.500/- per day per trainer from 08th day onwards.
- e) The authorised representatives of VTP should compulsorily visit monthly atleast 20 number of schools implemented IT/ITEs sector. Failing which the service charges of shortfall visit to schools will be deducted @ the rate of schools implemented Level-1 to Level-4.
- f) The other activities like MOU with school & relevant industry, Field visit, Guest Lecture, Internship & placements mentioned in clause 4.10 should conducted from time to time as stipulated in Annexure-2. If the VTP fails to conduct the activities the service charges will not be paid for the shortfall of the schools.

4.11 SS-K Roles & Responsibilities:

Samagra Shiksha - Karnataka (SS-K Samithi) is implementing Agency for the NSQF Project. SS-K is apex body registered under the Karnataka Societies Registration Act, holds the right to establish, manage and to outsource some of its functions to any other agency, organisation or authority as it deems fit.

The State Project Director, SS-K, Bangalore is assisted by a team of officials, officers at State, district, block and cluster level.

- a. Implementation & Overseeing overall project implementation.
- b. Orientation to Head of institutions about the project and his / her responsibilities of the project.
- c. Give instructions to Head of institutions and District Officials to implement the NSQF Project in an organized way and also inclusion of NSQF Subject in School timetable
- d. Allocating 2 existing classrooms for establishment of labs (if the new classrooms are not ready)
- e. Integration of NSQF subject in Scheme of studies in Board Examinations
- f. Organize Training of Teachers program in coordination with Sector Skills Councils and PSSCIVE and other industry professionals.
- g. SSA representatives or its nominated consultants will continuously monitor and evaluate the complete responsibilities of training providers.

- h. Assessment & Certification through Sectors Skills Councils and concerned Board, following pattern will be followed for assessment:
- Theory : 30 marks
 - Practical : 50 marks
 - Internal : 20 marks
- i. Appoint District Coordinators for NSQF Project to coordinate with School / District officials / State Offices, SS-K and the Training Providers
- j. Coordinate review meetings with concerned officials and Training Providers under chairmanship of Principal Secretary, Primary & Secondary Education or SPD, SS-K

4.12 Conformance to Standards

The Training Providers shall at all times during the currency of the Agreement undertake to conform to and comply with all relevant laws, rules and regulations and also including the following:

- a) Training on Curriculum as prescribed by PSSCIVE, GOI.
- b) Standards as laid down by the SSA, Dept. of Primary & Secondary Education, Govt. of Karnataka.
- c) Ensure quality training by the Teacher and completion of the curriculum with strict timelines.
- d) SSA envisages the Training Providers to successfully impart the skill training which is more on practical's, hands-on practice, inculcating soft skills and work readiness as per industry standards.
- e) MHRD has fixed duration of the training for each Level. The details are annexed in Annexure-4.

4.13 Mode of Payment:

a. From VTP to Teachers / Vocational coordinator:

Payment of salary to the trainers / Vocational coordinators should be made through cheque / bank transfer only and no cash transactions are allowed. The service provider shall be required to pay monthly remuneration to the Teacher before 5th of every succeeding month. The service provider shall submit the bills for reimbursement from SSA within 10th of every succeeding month.

4.14 From SS-K to VTPs:

After receipt of claim from training provider the SS-K will make payment to the training provider through cheque / RTGS only, within 15 working days subject to the submission of following documents:

- a. Bill copy as per rule 46 of CGST or as amended from time to time.
- b. Proof of bank transaction for making payments to the teachers, and the same should be attested by the concerned bank.
- c. Copy of the vouchers regarding payment made to statutory authorities such as Professional Tax, Service Tax, ESI, PF etc., as applicable from time to time.
- d. Attendance certificate & daily dairy attested by the head of the school in the prescribed format.
- e. Any other documents required.

5. GENERAL CONDITIONS OF CONTRACT

5.1 General provisions

5.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings;

- i. “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- ii. “Effective Date” means the date on which this Agreement comes into force.
- iii. “Agreement Price” means the price to be paid for the performance of the services,
- iv. “Government” means the Government of Karnataka;
- v. “Local Currency” means Indian Rupee;
- vi. “Department” means Department of Primary & Secondary Education.
- vii. “SS-K” means SAMAGRA SHIKSHANA - KARNATAKA.
- viii. “SPD” means State Project Director
- ix. “SPO” means State Project Office.
- x. “NSQF” means National Skills Qualification framework.
- xi. “NSDC” means National Skill Development Corporation.
- xii. “SSC” means Sector Skill Council.
- xiii. “MHRD” means Ministry of Human Resource Development.
- xiv. “RFP” means Request For Proposal.
- xv. “PSSCIVE” Pandit Sunderlal Sharma Central Institute of Vocational Education.
- xvi. “GCC” General Conditions of contract.
- xvii. “Party” means the client or the training providers as the case may be, and parties means both of them;
- xviii. “Personnel” means persons hired by the Training providers and assigned to the performance of the services or any part hereof;
- xix. “Trainer” means the personnel authorized to teach the vocational subject in the selected schools.
- xx. “Services” means the work to be performed by the Training providers pursuant to this agreement.
- xxi. “Head of Institution” means Vice-Principal / Head Master of the school.
- xxii. “Sector” means a grouping of professional activities in the basis of their main economic function, product, service or technology.
- xxiii. “Qualification” means a formal outcome of an assessment and validation process which is obtained when a competent body determines that an individual has achieved learning outcome to given standard.

- xxiv. “Competence” means the proven ability to use acquired knowledge, skills and personal and social abilities, in discharge of responsibility roles. It is the ability to do a job well.
- xxv. “Credit” is recognition that a learner has successfully completed a prior course of learning, corresponding to a qualification at a given level.
- xxvi. “Knowledge” means the outcome of the assimilation of information through learning. Knowledge is the body of facts, principles, theories and practices that is related to a field of work or study. Knowledge is described as theoretical and/or factual.
- xxvii. “Learner” refers to an individual undergoing skill development training, whether in a formal or informal setting.
- xxviii. “Member” in case the consultants consists of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities; “Member in Charge” means the entity specified in the GC to act on their behalf in exercising all the consultants’ rights and obligations towards the client under this contract.
- xxix. “Learning” outcomes represent what a learner knows, understands and is able to do on completion of a learning process, and which would be expressed in terms of knowledge, skills and competence.;
- xxx. “Skills” means the ability to apply knowledge and use know-how to complete tasks and solve problems. Skills are described as cognitive (involving the use of logical, intuitive and creative thinking) or practical (involving manual dexterity and the use of methods, materials, tools and instruments);
- xxxi. “Vocational Training provider (VTP)” or “Service provider” refer to any organisation providing knowledge and skills to learners.

5.1.2 Law governing the contract

This contract, its meaning and interpretation and the relation between the parties shall be governed by the Applicable Law.

5.1.3 Language

The contract has to be executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

5.1.4 Notices

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such party at the address specified.

5.1.5 Taxes and Duties

The bidders and their personnel shall pay taxes, duties, fee and other impositions as may be levied under the applicable law, the amount of which is deemed to have been included in the contract price.

5.2 Commencement, Completion, Modification and Termination of contract

5.2.1 Effectiveness of Contract

This contract shall come into effect on the date the contract is signed by both parties and such other later dates as may be stated by the clients.

5.2.2 Commencement of Services

The successful Bidder shall begin carrying out the services within Fifteen (15) days from the date of receiving work order, or at such other date as may be specified by the clients.

5.2.3 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services or of the contract price, may only be made by written agreement between the parties. The decision of SPD, SSA is final and binding on all the bidders.

5.2.4 Force Majeure

For the purpose of this contract “Force Majeure” mean an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

5.2.5 No Breach of contract

The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other party as soon as possible about the occurrence of such an event.

5.2.6 Termination

5.2.6.1 By the Client

The client may terminate this contract, by not less than sixty (60) days’ written notice of termination to the Bidders and thirty (30) days’ in the case of the event referred to in (b):

- a) If the successful Bidder do not remedy a failure in the performance of their obligations under the contract, within thirty(30) days of receipt after being

notified or within such further period as the client may have subsequently approved in writing;

- b) If the client, in its sole, discretion and for any reason whatsoever, decides to terminate this contract.

5.2.6.2 By the Bidder

The Bidder may terminate this contract, by not less than sixty (60) days' written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this clause.

- a) If the client fails to pay any money due to the bidder pursuant to this contract with in sixty (60) days after receiving written notice from the consultants that such payment is overdue;
- b) If the client is in material breach of its obligations pursuant to this contract and has not remedied the same with in sixty (60) days or such longer period as the bidders may have subsequently approved in writing following the receipt by the client of the Bidders' notice specifying such breach;

5.2.6.3 Payment upon Termination

Upon termination of this contract pursuant to clauses GCC 5.2.6.1 or GCC 5.2.6.2 hereof, the client shall make the following payments to the bidders after offsetting against these payments any amount that may be due from the bidder to the client.

- a) Remuneration pursuant to clause GCC 5.5.1 hereof for services satisfactorily performed prior to the effective date of termination.
- b) Reimbursement expenditures pursuant to clause GCC 5.5.1 hereof for expenditures actually incurred prior to the effective date of termination; and
- c) Except in the case of termination pursuant to paragraphs (a) through (b) of clause GCC 5.2.6.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract.

5.2.6.4 Disputes about events of termination

If either party disputes whether an event specified in paragraphs of clause GCC 5.2.6.1 or in clause GCC 5.2.6.2 hereof has occurred, such party may, within Sixty (60) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to clause GCC 5.6.2 hereof, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

5.3 Obligations of the Training Providers

5.3.1 General

The Bidders shall perform the services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The Bidders shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the client, and shall at all times support and safeguard the client's legitimate interests.

5.3.2 Conflict of Interests

5.3.2.1 Bidders not to benefit from commissions, discounts, etc.

The remuneration of the Bidders pursuant to clause GCC 5.6 hereof shall constitute the Bidders sole remuneration in connection with this contract or the services and the Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations here under, and the Bidders shall use their best efforts to ensure that any partner as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

5.3.2.2 Prohibition of conflict activities

The Bidders shall not engage, and cause their personnel as well as their partner and their personnel not to engage, either directly or indirectly, in any of the following activities.

- a) The bidder or his personnel shall not collect money directly or indirectly from the trainer for providing training / employment or for any other reasons. If any personnel / organization / agency collects money from the trainers deployed by NSDC / SSC VTPs for NSQF scheme the sole responsibility lies on the bidder to reimburse the amount to the trainers. If not the amount due to the trainer will be deducted from the payment to be made by SSA to the bidder. In this matter the decision of the State project director will be final.
- b) During the term of this contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this contract; and
- c) After the termination of this contract, such other activities as may be specified in the TOR.

5.3.3 Confidentially

The Bidders and their personnel of either of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract or the client's business or operations without the prior written consent of the client.

5.3.4 Documents prepared by the Bidders to be the property of the client.

All reports, other documents and software prepared by the Bidders for the client under this contract shall become and remain the property of the client, and the Bidders shall not later than upon termination or expiration of this contract, deliver all such documents to the client, together with a detailed inventory thereof. The Bidders may retain an copy of such documents and software.

5.4 Bidder's personnel and Providers

The Bidders shall employ and provide such qualified and experienced personnel as are required to carry out the services as per the Terms of Reference.

5.5 Payments to the Bidders:

5.5.1 Cost Estimates:

The bidder should quote the amount for service charges per school per month and this shall include all statutory taxes and tax laws prevailing in the area where the programme is implemented. Similarly, the cost estimate in the price proposal shall include the cost towards facility management over and above the payment to be made to the out sourced Teacher.

5.5.2 Currency of payment:

All payments shall be made in India Rupees.

5.6 Settlement of Disputes

5.6.1 Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

5.6.2 Dispute Settlement

Any dispute between the parties as to matters arising pursuant to this contract, which cannot be settled amicably within sixty (60) days after receipt by one of the party's request for such amicable settlement may be submitted by either party for settlement to arbitration mutually agreed by either parties.

If either parties' fail to arrive at an agreement on the arbitration, the same may be submitted for arbitration in accordance with the existing Arbitration Laws of the country within the jurisdiction of Bangalore city.