

Invite for Expression of Interest (EOI)

Karnataka Skill Development Corporation (KSDC) invites Expression of Interest (EOI) from interested and eligible organizations for submission of proposal for empanelment to undertake Training of Trainers in English language and 21st century skills

EOI No: ITE/KSDC/CSR-FUNDS/CR-305/2022-23

Date: 06-10-2022

KARNATAKA SKILL DEVELOPMENT CORPORATION (KSDC) SKILL DEVELOPMENT, ENTREPRENEURSHIP AND LIVELIHOOD DEPARTMENT (SDEL) GOVERNMENT OF KARNATAKA

Instructions to Applicants:

Karnataka Skill Development Corporation (KSDC) a Government of Karnataka Undertaking, having its registered office at Kaushalya Bhavan, 3rd Floor, Diary Circle, Bannergatta Road, Bangalore 560029 represented by its Managing Director, invites EoIs from the experienced and reputed Companies for **Training of Trainers in English language and 21st century skills** in association with Karnataka Bank Ltd under its CSR program.

The applicant should follow the instructions /guidelines as mentioned in this document while submitting the applications.

Important Dates:

S. No.	Particular	Details
1.	Date of issuance of invite for EoI document	06 th October 2022
2.	Last Date for submission of queries	15 th October 2022
4.	Last date and time for Proposal Submission by applicants	21 st October 2022

Applicants may send their queries by email to KSDC on or before 15th October 2022, to email id: **eoi_rfp@kaushalkar.com** with subject query regarding the Invite for EoI for **"Selection of Training Partner for Training of Trainers in English language and 21st century skills"**

Disclaimer

All information contained in this invite for Expression of Interest (EoI) provided / clarified are in good interest and faith. This is not an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this EoI document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive. Interested applicants are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by the date mentioned in the document, it shall be deemed that the EoI document is complete in all respects and firms submitting their applications are satisfied with the EoI Document.

Neither KSDC nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EoI document, any matter deemed to form part of this EoI document, the award of the Assignment, the information and any other information supplied by or on behalf of KSDC or their employees and applicant or otherwise arising in any way from the selection process for the Assignment.

1. Introduction:

Assignment Background

A huge percentage of graduates are unemployable due to a lack of skills both technical and generic expected by the employers. While a maximum of the applicants gets hired on the grounds of their technical skills and often, get fired due to lack of generic skills. It is the set of Generic, Behavioral, Soft and Employability Skills that creates diversity to the potency of the individual.

Research conducted by National Skill Development Corporation (NSDC) indicates skills gaps in workplace skills as well as soft skills, with English featuring as a core skill to complement core domain skills in many of the focus sectors such as IT and ITES, tourism, hospitality, beauty and wellness, retail, financial services, and healthcare. It is widely reported that students leave school/college without the knowledge and proficiency in English that would position them to take advantage of the employment opportunities that exist both in the country and overseas.

21st century skills comprise skills, abilities, and learning dispositions that have been identified as being required for success in 21st century workplaces by educators, business leaders, academics, and governmental agencies. This is part of a growing international movement focusing on the skills required for students to master in preparation for success in a rapidly changing, digital society.

Moreover, The Ministry of Skill Development and Entrepreneurship (MSDE), Government of India emphasizes on transforming the overall skilling ecosystem of India covering both Central and State level agencies for improved outcomes through the following four focus areas:

- Institutional Strengthening at the National and State Levels for Planning, Delivering, and Monitoring.
- Improved Quality and Market Relevance of Skills Development programs.
- Improved access to and completion of skills training for female trainees and other underserviced sections of the society.
- Expanding skills training through private-public partnerships (PPPs).

The proposed intervention addresses the second focus area by training the trainers in English language and 21st century skills to create a pool of faculties to deliver the training programmes to college students or unemployed youth.

The Three 21st Century Skill Categories

Each 21st Century skill is broken into one of three categories:

- Learning skills
- Literacy skills
- Life skills

Learning skills (the four C's) teaches students about the mental processes required to adapt and improve upon a modern work environment.

The 4 C's of 21st Century Skills are:

- **Critical thinking**: Finding solutions to problems
- **Creativity**: Thinking outside the box
- **Collaboration**: Working with others
- **Communication**: Talking to others

Literacy skills (IMT) focuses on how students can discern facts, publishing outlets, and the technology behind them. There's a strong focus on determining trustworthy sources and factual information to separate it from the misinformation that floods the Internet.

The three 21st Century literacy skills are:

- Information literacy: Understanding facts, figures, statistics, and data
- Media literacy: Understanding the methods and outlets in which information is published
- **Technology literacy**: Understanding the machines that make the Information Age possible

Life skills (FLIPS) looks at intangible elements of a student's everyday life. These intangibles focus on both personal and professional qualities.

The five 21st Century life skills are:

- **Flexibility**: Deviating from plans as needed
- Leadership: Motivating a team to accomplish a goal
- Initiative: Starting projects, strategies, and plans on one's own
- **Productivity**: Maintaining efficiency in an age of distractions
- Social skills: Meeting and networking with others for mutual benefit

Altogether, these categories cover all 12 21st Century skills that contribute to a youth's future career.

Special emphasis on 21st century skills, verbal, and written communication skills, especially in English would go a long way in improving the employability of the large and growing mass of disempowered youth.

Training and development of trainers is an instrument to meet the twin challenges of continuous improvement and demands of change. There is an ever-emerging challenge of capacity building of trainers. Thus, it is necessary to recognize the crucial role of the trainer from being a provider to enabler, facilitator, and change-agent where learner is in the focus.

Recognizing the need for training and development of trainers existing in the skill eco-system, KSDC in association with the Karnataka Bank Ltd has envisioned to come up with a special training program for trainers in English Language, Soft, Digital Literacy and Employability Skills. The trainers certified in these programs will in-turn skill students in Government Industrial Training Institutes (ITIs).

The need for innovative mechanisms to improve access for the millions who need training in soft skills, including English has prompted KSDC to also come up with alternative mechanism to skill the students through learning management system on kaushakar portal for equity of access to quality provision for marginalised groups.

2. Objectives

The training program aims to achieve following learning outcomes:

- ▶ Building capacity of trainers in English Language and 21st century skills.
- Prepare to facilitate learning sessions and help reflect and improve practice through appropriate evaluation.
- Facilitate learning sessions using appropriate training methods, learning enabling techniques and use of ICT.
- Through these training programs, a cadre of Certified Trainers (training delivery skills) shall be developed to cater to the skilling ecosystem.
- An opportunity for eligible experts to undertake English language and 21st century skills by highly qualified professionals, leading to certification of Trainers.
- Participants shall be assessed on a formative assessment conducted by a selected Super Trainer with assessment criteria of minimum 90%.
- On successful assessment, participants shall be certified through a joint certificate by shortlisted agency and KSDC. Thereby becoming eligible to conduct ToT batches for other trainers in the area of expertise.

3. Scope of work:

The shortlisted agency is expected to -

- Conduct Baseline survey of faculties and students from identified Government/Private ITIs to ascertain the level of English language proficiency and suggest appropriate module.
- Mobilization of 500 trainers from Government/Private Industrial Training Institutes (ITIs) in the state of Karnataka with the assistance of Karnataka Skill Development Corporation.
- > Conduct classroom Training of 500 Trainers in English language and 21st century skills.
- Create and distribute learning content to learners
- Arrange training material and logistics
- Provide Trainer reports and participant feedback

4. Financial Outlay and Payment Terms:

Total Target	Duration of Training	Cost Per Hour Per Training in Rs.	Cost Per Candidate including material cost in Rs.	Total Cost of the Project in Rs.
500	97 Hours (77 Hours physical and 20 hours self-learning)	59	5,715 (59*77 + 1172)	28,57,500

- > The cost of the project mentioned is excluded of the taxes
- > All the payments will be made to the PIA directly by the Karnataka Bank Ltd
- A pre-receipted bill in triplicate along with certificate of satisfactory delivery will have to be submitted by the agency to the Karnataka Bank Ltd.
- Payments shall be subject to deductions of any amount for which the agency is liable under the empanelment or EoI conditions. Further, all payment shall be made, subject to deduction of tax, deduction at source as per Income tax act/rules and /or any other government orders.
- Payments will be made after submission of bills and necessary certifications by the competent authority
- > No interest is payable for late payment (if any) and for whatsoever reasons.

5. Eligibility Criteria

- 1. The applicant should be a Company incorporated under the Companies Act 1956, or a Partnership Firm registered under the Indian Partnership Act or Society registered under the Public Trust Act. The entity should have been in existence for a period of at least 03 years as on 31st December 2021.
- 2. The applicant should have at least 03 years' experience in Training for any Government Departments / Central PSUs /State PSUs /State Govt. /Statutory Corporations/Private Organizations.
- 3. The applicant should have at least 02 completed/ongoing skill assignments with central/state government or its department/mission/undertaking/private entities, with contract value of more than INR 40 lakhs in the last 03 years (2018-19, 2019-20, 2020-21).
- 4. The applicant should have trained more than or equal to 500 trainees on an average in the last 03 financial years (2018-19, 2019-20, 2020-21).
- 5. The applicant should have an average turnover of at least INR 80 lakhs in the last 3 financial years (2018-19, 2019-20, 2020-21).
- 6. The applicant should have qualified and experienced staff relevant to the proposed project.
- 7. An undertaking to the effect that the applicant has not been blacklisted by any of the department/organizations of the Govt. of India/State Govt./PSUs.
- 8. Permanent Account Number (PAN) allotted by the Income Tax Authorities must in the name of applicant.
- 9. The applicant should have a valid GSTN certificate and number.
- 10. The applicant should have an existing office presence in Karnataka.

The product/services offered should meet all the specifications given in the section "Scope of Work". Non-compliance to any of the specifications will attract rejection of the proposal.

6. Documents to be submitted:

The applicant shall submit the following documents physically to the office of KSDC on the address mentioned below along with covering letter and action plan.

Incomplete documents or unrelated documents may warrant in the application being rejected.

Address: Managing Director Karnataka Skill Development Corporation 3rd Floor, Kaushalya Bhawan Near Dairy Circle, Bannerghatta Road Bangalore – 560029

The envelope must contain the heading as: "RESPONSE TO EOI FOR SELECTION OF TRAINING PARTNER FOR TRAINING OF TRAINERS IN ENGLISH LANGUAGE AND 21ST CENTURY SKILLS" and should reach KSDC office latest by **21st October 2022 by 16:00 Hrs**.

- a) Applicant's constitution proof in the form of certificate of registration in case of a company, Form A and C in case of partnership firm, proof for having registered as Society as per Public Trust Act.
- b) Copy of the PAN card
- c) Copy of GSTN Tax issued by the concerned authorities.
- d) Applicant' Income tax returns for preceding 3 financial years (FY: 2018-19, 2019-20, 2020-21)
- e) Audited financial statements of the applicant, duly certified by the Chartered Account and filed with the Income Tax Authorities for preceding 3 financial years (FY: 2018-19, 2019-20, 2020-21)

- f) Applicant profile including organizational structure and experience in the field and also clearly showing the complete address of its Head/ Branch offices in the state of Karnataka.
- g) Declaration on applicant's letterhead providing details of key staff, their qualifications and experience
- h) Declaration on applicant's letterhead stating that the firm is not blacklisted by any PSU or any Government Body and stating that the firm is has not backed-out of any project after being selected in any PSU or any Government Body
- i) Undertaking to comply with EoI terms and conditions (including corrigenda and addendums) as per Annexure –I (to be duly signed and stamped by the applicant), appended to this document.
- j) Proof for having executed work orders of similar nature of similar or above size as a proof of applicant's experience in past 3 years.
- k) Details of Core Business, relevant Work Experience and Assignments undertaken accompanied by copies of contracts or Completion Certificate by the clients

Submission of all documents of all years in mandatory. Failure to upload any of them will result in disqualification.

Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances, however KSDC reserves the right to seek fresh set of documents or originals or seek clarifications on the already/submitted documents.

Each page of the EoI document must be signed along with seal of applicant indicating the name and designation of the authorised signatory of the organization.

The applicant will have to produce the original documents at time of technical scrutiny/ or at any subsequent stage (including after award of work) by KSDC and will have to attest any or pages of EoI document or any document uploaded by it. If not done already.

7. Corrigendum

At any time prior to the last date of receipt of applications KSDC may for any reason, whether at its own initiative or in response to a clarification, requested by prospective applicants, modify the EoI document through a corrigendum which will be uploaded.

In order to provide, prospective applicants reasonable time, in which to the take the corrigendum into account to prepare its application, KSDC may at its discretion, may extend the last date of receipt of the applications.

8. Non-Disclosure Agreement

Successful PIA will have to sign Non-Disclosure Agreement with KSDC. NDA will be a part of the Agreement document.

9. Evaluation Process:

- a. EoI will be evaluated with regards to eligibility criteria as per this document.
- b. KSDC has the option to ask records for clarification, if required by the scrutiny committee

S. No.	Criteria	Basis of Evaluation	Maximum Marks
1	Cumulative number of trainees trained in last three financial Years: 2018-19, 2019-20 & 2020-21	>= 1500 trainees – 15 Marks >= 1000 trainees and < 1500 – 10 Marks >= 500 trainees and < 1000 trainees – 05 Marks Else 0	15
2	Cumulative revenue of the Organization in Financial Years: FY 2018-19, 2019-20 & 2020-21	>= 3.5 crores – 10 Marks >=2.40 crores and <3.5 crores – 5 Marks	10
3	Number of projects completed/ongoing in Soft Skills	 > 5 projects - 25 Marks 3-5 - 20 Marks 0-2 projects - 15 Marks Else 0 	25
4	Experience in creation of course content for Soft Skills(Submit Proof of Documents)		20
5	Qualification and Relevant experience of key staff		10
6	Presentation of the sample content and plan of execution		20
		Total	100

Applicants who score above 60 marks will be shortlisted for presentation before the selection committee where they are expected to present their plan of action, course content and other project related details.

10. Obligations of PIA

a. General Standard of Performance

PIA shall perform the Works/ Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

b. Law Governing Services

PIA shall perform the Works/ Services in accordance with the applicable Laws and shall take all required steps to ensure that any of its staff, as well as the personnel and agents of PIA and any of its staff indirectly, comply with the Applicable Laws.

c. Confidentiality

PIA shall treat all matters in connection with KSDC as strictly confidential and undertakes not to disclose, in any way, information, documents, and technical data, given to PIA by KSDC or obtained by PIA, without the prior written consent of KSDC. Any violation of the same would attract penal provisions as per law.

d. Liability of PIA

The PIA and each of its Members (PIA's personnel, any of its developers, any of its developers' personnel) shall be jointly and severally liable to KSDC for the performance of the Works/ Services under the Work order and further for any loss suffered by KSDC as a result of a default of PIA or its members in such performance.

e. Reporting obligations

PIA shall submit to KSDC the reports and documents as required by KSDC.

f. Documents prepared by PIA to be the Property of KSDC

All plans, drawings, specifications, designs, reports and other documents prepared by PIA in performing the Works/ Services shall become and remain the property of KSDC, and PIA shall deliver all such documents to KSDC. PIA may retain a copy of such documents but shall not use them for purposes unrelated to this Work Order without the prior written approval of KSDC.

g. Equipment and Materials furnished by KSDC

Equipment and materials made available to PIA by KSDC shall be the property of KSDC.

11. Fairness and Good Faith

a. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Work Order and to adopt all reasonable measures to ensure the realization of the objectives of this Work Order.

b. Operation of the Work Order

The Parties recognize that it is impractical in this Work Order to provide for every contingency which may arise during the life of the Work Order, and the Parties hereby agree that it is their intention that this Work Order shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Work Order either Party believes that this Work Order is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause above hereof.

c. Arbitration

Any dispute, difference or claim arising out of or in connection with or relating to the work order (including clauses and annexure(s)) or the interpretation, breach, termination or invalidity thereof, shall be referred and settled under Arbitration where the ACS/ PS/ Secretary, SDEL, Government of Karnataka will be Arbitrator.

12. Patent rights and royalties

PIA agrees it will at its sole cost and expense, defend, indemnify, and hold KSDC harmless from and against all losses, damages, expenses (including attorney's fees) and claims, to the extent such Claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or other rights or confidential information of any third party by PIA or its employees, sub-contractors, consultants, representatives, and agents.

13. Indemnification

Both parties agree to defend, indemnify and hold harmless the other party from injuries, damages and loss, including costs and attorney's fees, arising from the negligent acts and omissions of its employees, officers and agents under this Agreement provided that the liability of each party shall stand proportionately reduced to the extent the event giving rise to the said liability was a result of willful misconduct, omission or contribution of the other party and further provided that each party notifies the other party immediately of such claim being brought in and the other party is given full and unfettered authority to defend, negotiate, compromise or otherwise settle the said claim at its own cost. Both parties shall also not make any statements or admissions with respect to the claim without obtaining the prior written permission of the other party.

PIAs shall, at its expense, indemnify and hold KSDC harmless from and against any Claim with respect to withholding taxes, worker's compensation, employee's benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by PIA.

14. Assignment:

The Work Order is not assignable on either side.

15. General Provisions

15.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Work Order have the following meanings:

- a) "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.
- b) "KSDC/ Corporation / Organization" shall mean the Karnataka Skill Development Corporation, Bangalore. (A Government Undertaking) and shall include their legal representatives, successors and assigns.
- c) "Work Order" means the agreement entered into between KSDC and PIA signed by the parties, to which this Annexure of Work Order are attached, together with all attachments and appendices thereto and all documents incorporated by reference therein.
- d) "Government" mean the Government of India/ State Government.

- e) "INR" means Indian Rupees
- f) "Services" or "Work" means the work to be performed by PIA pursuant to this Work Order for the purpose of the Project, as described in THIS DOCUMENT/ documents
- 15.2. In case the PIA fails to perform or abandons the job at any stage during the currency of the Work Order including extended period of the Work Order if any as per Scope of Work and terms and conditions, KSDC reserves the right to cancel the work order or execute it through other sources at the cost and risk of PIA.

15.3. Taxes and Duties

Unless and otherwise specified in the THIS DOCUMENT, PIA shall pay such taxes, duties, fees and other impositions as may be levied under the Indian Laws, the amount of which is deemed to have been included in the Work Order price. PIA shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against KSDC or PIA in pursuance of the Work Order. In addition, PIA shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against PIA for his personal income & property.

15.4. Commencement, Completion, Modification and Termination of Work Order

15.4.1. Zero Date and Effective Date of Work Order

Zero Date of Work Order

Zero Date of the assignment shall be the date of Kick-off meeting.

Effective Date of Work Order

The Effective Date of Work Order shall be reckoned as the date of signing of the Work Order between KSDC and PIA.

The work order will be valid for a period of one year from Effective Date of Work Order

15.4.2. Termination of Work Order

15.4.2.1. KSDC reserves the right to terminate/ short-close the Work Order, without assigning any reason whatsoever, at any stage during the currency of the Work Order including extended period if any, by giving 30 days' notice in writing.

15.4.2.2. KSDC shall have the right to terminate this WORK ORDER in whole or part at any time:

- a) If PIA fails to provide services or its obligations in accordance with the provisions of this Work Order.
- b) If the PIA suspends the performance of all or part of the services, or
- c) If the PIA abandons the services, or
- d) If the PIA becomes bankrupt or goes into receivership or liquidation or makes an assignment for the benefit of his creditors, or
- e) For its convenience

15.4.2.3. In the event of termination of Work Order, the amount due to the PIA as per provisions after recovery of dues (from PIA's pending invoices/Security Deposit/ Any other amount lying with KSDC), shall be released to them.

15.4.3. Force Majeure

Force Majeure shall mean and be limited to the following:

- War/hostilities
- Riot or Civil commotion
- Earthquake, flood, tempest, lightening or other natural physical disaster.
- Restrictions imposed by the Government or other statutory bodies, which prevents or delays the execution of the Work Order by the PIA.

In the event of delay lasting over one month, if arising out of causes of Force Majeure, the parties shall meet and mutually decide about the future course of action.

For delays arising out of Force Majeure, PIA shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and KSDC shall not be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

PIA shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their proposal and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, PIA or KSDC shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to PIA without being subject to price reduction for delayed completion, as stated elsewhere.

15.4.4. Suspension

KSDC may suspend in whole or in part – the performance of services of PIA any time upon giving not less than fifteen (15) days' notice.

Upon notice of suspension, PIA shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

Upon suspension of the performance of services, PIA shall be entitled to reimbursement of the costs against submission of documentary evidence, which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to Work Orderprice.

By fifteen days prior notice, KSDC may request PIA to resume the performance of the services, without any additional cost to KSDC.

15.4.5. Jurisdiction:

The Courts situated within the city of Bangalore alone shall have jurisdiction to decide all disputes and claims that may arise between the parties.

16. Performance Bank Guarantee

Performance Bank Guarantee (PBG) will be 5% of the work order.

Successful applicant must provide PBG in the form of demand draft or an irrevocable bank guarantee of any nationalized bank valid one year. PBG must be issued in favour of Managing Director, KSDC, payable at Bangalore. 12 months along with the acceptance of work order.

In the event of any negligence or unsatisfactory execution on the part of the PIA, KSDC will have the right to forfeit the PBG and to recover penalty as it deems appropriate from the amount payable against the PIA's bill(s). If deemed necessary, the PIA may also be blacklisted for 3 years

Performance Security deposit will be returned of the successful completion of the one year.

17. Penalty

A penalty will be imposed in case of any deviation from the provisions of contract by the competent authority may be either major or minor. KSDC will impose penalty as above and have an option to cancel the order and award the work to any other agency, without any compensation to the agency at risk and cost of such defaulting agency.

Category	Penalty
Minor	1. Fine up to Rs.50,000/- per occasion
	2. Delay in work submission
	3. Reduction of target
	4. Censure
Major	1. Fines higher than Rs 50,000 but not exceeding 5% of the project cost.
	2. Closure of the project
	3. Fraudulent practices such as submission of fake data

Decision of MD KSDC will be the final and binding in the case of the Penalty.

18. Other Terms and Conditions

- No consortium will be allowed in the EoI process. 1.
- KSDC shall provide letter of offer to Successful applicant, which shall accept the within 2 2. working days.
- Upon KSDC receiving the letter of acceptance from the successful applicant, KSDC shall 3. issue a work order.
- In pursuance to the work order, Successful applicant shall enter into contract agreement on 4. non-judicial stamp paper of as per Indian Stamp Act for due performance of contract within time limits as intimated by KSDC (or extensions granted). The PIA shall provide the required services within the period as specified in the work order.
- The scope of agreement shall be liable for alternation by way of deletions or additions at the 5. discretion of KSDC.
- The PIA shall ensure that the services provided are in accordance with the conditions of 6. agreement.
- In the event of the agreement being extended, PIA shall continue to provide the specified 7. services on the same terms and conditions of the agreement
- The PIA shall replace any of the services if they are found unacceptable to KSDC. 8.
- KSDC reserves the right to increase/ decrease the scope of services, depending upon the 9. actual requirement.
- 10. The successful applicant shall not divulge any details of office, operational process, technical knowhow, security arrangements, administrative, organizational matters etc.
- 11. Successful applicant shall not assign/pledge/transfer/sub-contract any/all/part of the Page 13

deliverables without prior written consent of KSDC.

- 12. Should be able to commence the functioning within one week from the date of acceptance of the work order with all required staff onboarded within 3 weeks of acceptance of work order.
- 13. Only those firms which in their individual capacity satisfy the eligibility criteria need to quote for this EoI and the applications submitted by the applicants who do not fulfil the eligibility criteria will be summarily rejected.
- 14. The applicants should have required infrastructure and manpower.
- 15. Incomplete EoIs are liable to be rejected.
- 16. When deemed necessary, KSDC may seek clarification on any aspect from the EoI. However, that would not entitle any applicant to change or cause any change in the rates. All expenses for preparation of documents and meetings if any, will be borne by the applicant.
- 17. The PIA should engage experienced Professional personnel.
- 18. KSDC shall not provide any transport, food or any accessory for proper discharge of duties by the PIA workers.
- 19. KSDC will award the contract to the applicant whose application has been determined to be substantially responsive and that the applicant is determined to be competent to execute the job satisfactorily.
- 20. KSDC, reserves the right to accept or reject any application, and to annul the EoI process and to reject all applications at any time prior to award of the contract, without thereby incurring any liability to the affected applicant on the grounds of KSDC's action. The decision of KSDC in this regard would be final and binding.
- 21. KSDC and the PIA shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute, arising between them under or in connection with the contract. However, any unresolved disputes would be subject to the Arbitrator as mentioned in 11.3 above.
- 22. Corrupt or Fraudulent Practices: PIA should observe the highest standard of ethics during the procurement and execution of such contracts. KSDC will reject a proposal if it is found that the PIA recommended for award has engaged in corrupt or fraudulent practice(s) while competing for the contract in question.
- 23. Income Tax as applicable shall be deducted at source.
- 24. KSDC is not bound to accept any of the proposals submitted.
- 25. At any time before the last date of submission of application, KSDC may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the EoI document. Any amendment shall be informed to the Applicant by publishing in website and shall be binding on them. KSDC may at its discretion extend the deadline for the submission of EoI.
- 26. The applicant is required to visit the www.kaushalkar.com website for any changes or amendments in the EoI before submitting their application.

19. Earnest Money Deposit (EMD)

- PIA must submit Refundable Earnest Money Deposit (EMD) @ Rs. 2.00 lakhs per PIA in the form of Demand Draft issued in favour of Karnataka Skill Development Corporation, Bangalore and payable at Bangalore from any of the nationalized Scheduled commercial Bank to be submitted in original at KSDC Office at Bangalore.
- The EMD of the unsuccessful agency would be returned (without interest) within 30 days of decision of rejection. In case of shortlisted agency, the demand draft would remain with KSDC till signing of MoU.

Annexure 1

EoI FOR TRAINING OF TRAINERS

1.	Name and full address of the Firm :	
2.	Telephone/ Mobile No.:Email ID:Fax no:	
3.	Year of establishment in Business :	
4.	PAN No :	
5.	GSTN Number :	
6.	Turnover past 3 years in Indian Rupees	
7.	Details of similar kinds of services Rendered at other places :	
8.	EMD Details :	

DECLARATION

I / we do hereby declare that the particulars furnished above are correct and I / we are ready to furnish any other details as may be required by Karnataka Skill Development Corporation. I / we also declare that I / we shall abide by the terms and conditions of the EoI. I/ We further undertake to conduct Training of Trainers programme and development of online course content if awarded the contract.

PLACE: DATE: Signature of authorized signatory with seal of the firm

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