

National Safai Karamcharis Finance and Development Corporation (NSKFDC)

Request for Proposal (RFP)

for conducting

Occupational Safety Training

under

National Action for Mechanised Sanitation Ecosystem (NAMASTE) Scheme

2024-26

Date of issue of notice: 21st June 2024

Issued by:

National Safai Karamcharis Finance and Development Corporation (NSKFDC) (A Govt. of India Undertaking, Ministry of Social Justice & Empowerment) Regd. office: NTSC, 3rd Floor, E-Block, NSIC, Okhla Industrial Area Estate-III, New Delhi – 110020. Tel: 26382476, 26382477, 26382478 Visit us at: www.nskfdc.nic.in Email: nskfdc-msje@nic.in





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1. Abbreviations

AB	Amendia a Dada
	Awarding Body
DPIIT	Department for Promotion of Industry and Internal Trade
ICT	Information and Communications Technology
IDRC	Indian Dispute Resolution Centre
IEC	Information, Education and Communication
MoSJE	Ministry of Social Justice and Empowerment
MSDE	Ministry of Skill Development and Entrepreneurship
MSME	Micro Small and Medium Enterprises
NAAC	National Assessment and Accreditation Council
NAMASTE	National Action for Mechanised Sanitation Ecosystem
NBA	National Board of Accreditation
NGO	Non-Governmental Organization
NIRF	National Institutional Ranking Framework
NITI Aayog	National Institution for Transforming India
NSKFDC	National SafaiKaramcharis Finance and Development Corporation
OEM	Original Equipment Manufacturer
PEMSR	Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013
PIA	Project Implementing Agency
PM-JAY	Pradhan Mantri Jan Arogya Yojana
PMKVY	Pradhan Mantri Kaushal Vikas Yojana
PPE	Personal Protective Equipment
RFP	Request for Proposal
SSC	Sector Skill Council
SSW	Sewer and Septic Tank Workers
SUY	SwachhtaUdyami Yojana
ТР	Training Partner
ULB	Urban Local Body





2. Notice inviting Proposals

National Safai Karamcharis Finance and Development Corporation (NSKFDC), on behalf of MoSJE, invites proposals from the organizations/institutes which meet the eligibility for conducting occupational safety training under NAMASTE scheme to train SSWs for 2 job roles – Junior Technician (Mechanised Sewer Cleaning), and Desludging Operator and other job roles as per requirement of Safaimitras/SSWs/Waste-pickers, for the year 2024-25, 2025-26 i.e., training programs should finish by 31 March 2026. This may be extended suitably based on the functional requirements and unforeseen circumstances or any contingencies.

2.1 Types of Organizations

The following organizations that meet the respective conditions should respond to the RFP:

- **2.1.1 Industry organizations/Industry associations including MSME/Training Organization:** Corporate, Industry bodies, and associations, and MSME aggregating demand from industry/industry clusters for imparting occupational safety training in sanitation sector.
- **2.1.2** Non-Governmental Organizations (NGOs): These are organizations which are engaged in development of community through skill training and have made significant contribution in income generation/enhancement, micro-entrepreneurship, entrepreneurship, wage employment, and are nationally and internationally recognized. The Educational Institutions should have NAAC/NBA/NIRF recognition and UGC affiliation in case of universities.
- 2.1.3 Original Equipment Manufacturers (OEM) operating in sanitation sector.
- **2.1.4 Government Departments/Parastatal bodies** working in sanitation sector (Eg: Jal Board, Public Health Department, Training institutes of state, etc.)

2.2. Eligibility Conditions

- **2.2.1** The Mandatory pre-requisites for Applicant organization(s) applying for conducting occupational safety training under different categories are:
 - a) Should have been at least three years in incorporation as on 31.03.24
 - b) At least 3 years of experience in the field of imparting training, which should include at least 1 year of experience in providing training in sanitation sector(s) in NSQF aligned job roles.
 - c) Average annual turnover during the last 3 financial years preceding the financial year 2023-24, viz. FY 2020-21, FY 2021-22, FY2022-23, should be more than **Rs. 3 crores**.
 - **d**) Should have had a positive net worth consecutively from last two financial years, i.e. FY 2021-22 and FY 2022-23
 - e) Should have at least 3 trainers experienced in imparting occupational safety training in sanitation sector
 - **f**) Registration with NITI Aayog NGO Darpan portal (applicable to NGOs) [Attach relevant valid certificate as on date]
- **2.2.2** The applicant is required to submit the Board Resolution/Power of Attorney to appoint authorized Signatory for NAMASTE scheme's occupational safety training RFP Proposal. (Annexure 1).
- 2.2.3 Applicant to provide details of waivers/flexibilities required to execute the project. (Annexure 2).
- **2.2.4** Black-listed or debarred organizations by any Central/State Ministry/department will not be eligible. The undertaking in prescribed format has to be submitted in this regard as per <u>Annexure-3</u>.





2.3. Submission of Proposals

- **2.3.1** The original copy of the application shall either be typed or downloaded from websites **www.nskfdc.nic.in** or **https://eprocure.gov.in** or written in indelible ink and duly filled all the pages of the original copy shall be signed by a person or persons duly authorised to sign on behalf of the Applicant. All pages of the document, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the application.
- 2.3.2 Applications shall be submitted to NSKFDC by hand or through registered post or courier service at the address given below: Manager (NAMASTE), National Safai Karamcharis Finance and Development Corporation

(NSKFDC), NTSC, 3rd Floor, E-Block, NSIC, Okhla Industrial Area Estate-III, New Delhi – 110020.**2.3.3** Delay due to late delivery of mail is the sole responsibility of the applicant.

- 2.3.4 All envelopes shall be titled "REQUEST FOR PROPOSAL FOR CONDUCTING OCCUPATIONAL SAFETY TRAINING UNDER NAMASTE".
- **2.3.5** NSKFDC may, at its discretion, extend the deadline for the submission of applications, in which case all rights and obligations of NSKFDC and the applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

S.No	Key Activities	Dates
1	Release of notification for request of proposals	21.06.24
2	Last date for seeking clarifications through E-Mail (nskfdc-msje@nic.in)	05.07.24
3	Last date and time for submission of proposals in NSKFDC office	12.07.24 at 11 AM
4	Date and time for opening of proposal envelopes	12.07.24 at 11:30 AM

2.4. Proposal Preparation Costs

The Applicant shall bear all costs associated with the preparation and submission of its proposal, and NSKFDC shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

2.5. EMD and Tender Fee

EMD:Rs. 25,000/- (Rs. Twenty-Five Thousand only) in the form of Demand Draft, from any of the Scheduled Bank drawn in favour of National SafaiKaramcharis Finance and Development Corporation payable at New Delhi.

Tender Fee: Tender Fee including GST of **Rs. 2,500/-** (Rs. Two Thousand Five Hundred only) will be charged, which is to be submitted along with the Technical Bid in the form of Demand Draft, from any of the Scheduled Bank drawn in favour of National Safai Karamcharis Finance and Development Corporation payable at New Delhi. The MSME agency/units shall be exempted from submission of Tender Fee or EMD as applicable on production of proof of current registration certification from MSME/NSIC for the tendered item.

Proposal submitted without tender fee and EMD shall not be considered and summarily rejected.





3. Disclaimer

All information contained in this document, subsequently provided/clarified are of good interest and faith. This is not an agreement¹ and is not an offer or invitation to enter into an agreement of any kind with any party. NSKFDC reserves the right to cancel this document, and/or invite afresh proposals, with or without amending this document, without any liability or any obligation for such document, and without assigning any reason. NSKFDC reserves the right to take the final decision regarding the award of contract.

The submission of proposals against the RFP does not guarantee allocation of Project under Occupational Safety Training under National Action for Mechanised Sanitation Ecosystem (NAMASTE) Scheme. Under no circumstances will the NSKFDC be held responsible or liable in any way for any claims, damages, losses, expenses, costs, or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption or loss of information) resulting or arising directly or indirectly by application or non – application to this RFP.

4. Background

4.1. National SafaiKaramcharis Finance and Development Corporation (NSKFDC)

National SafaiKaramcharis Finance & Development Corporation (NSKFDC), a wholly owned Govt. of India Undertaking under the Ministry of Social Justice & Empowerment (MoSJE) was set up on 24th January 1997 as a Company "Not for Profit" under Section 25 of the Companies Act, 1956. NSKFDC is in operation since October, 1997, as an Apex Corporation for all round socio-economic upliftment of the SafaiKaramcharis, Scavengers and their dependants throughout India, through various loan and non-loan-based schemes.

Apart from operating various loan and non-loan-based schemes for the upliftment of the target group, NSKFDC is playing a vital role in prevention of hazardous cleaning of sewer and septic tanks.

4.2. National Action for Mechanized Sanitation Ecosystem (NAMASTE) Scheme

National Action for Mechanized Sanitation Ecosystem (NAMASTE), a central sector scheme, is a joint initiative of Ministry of Social Justice and Empowerment (MoSJE) and Ministry of Housing and Urban Affairs (MoHUA), with National SafaiKaramcharis Finance and Development Corporation (NSKFDC) being the implementing agency.

The primary target of NAMASTE is the Sewer and Septic tank sanitation workers (SSWs) involved in hazardous cleaning operations and directly dealing with human faecal matter in urban areas of India. This shall include workers on the payroll of ULBs, parastatals and workers engaged through private sanitation service organizations (PSSOs), including private contractors and SHGs, involved in the following sanitation works directly:

- a. Emptying of septic tank
- b. Sewerage network maintenance

The goal of NAMASTE Scheme is to ensure safety and dignity of sanitation workers in India by creating an enabling ecosystem that recognizes sanitation workers as one of the key contributors in operations and

¹ThedocumentssuchasMoU/contract/indemnitybond/projectsanctionmail/projectsanctionacknowledgement/termsheetwill be signed by the applicant post the proposal evaluation and subsequent selection of the applicant for the occupational safety training of Sewer and Septic Tank Workers (SSWs) under NAMASTE Scheme.





maintenance of sanitation infrastructure thereby providing sustainable livelihood and enhancing their occupational safety through capacity building and strengthening & capacitating SRU to ensure safe delivery of mechanised sanitation services.

NAMASTE aims to achieve the following outcomes:

- Zero fatalities in sanitation work in India
- All sanitation work is performed by formalized skilled workers
- No sanitation workers come in direct contact with human faecal matter
- Sanitation workers are collectivized into SHGs and are empowered to run sanitation enterprises
- Sewer and Septic Tank sanitation Workers (SSWs) and their dependents also have access to livelihoods by providing capital subsidy for purchase of sanitation related equipments.
- Increased awareness amongst sanitation services seekers (individuals and institutions) to seek services from registered PSSOs and skilled & certified sanitation workers
- Extending Health Insurance Scheme benefits under AB-PMJAY to SSWs & manual scavengers and their family members.

Occupational safety training to SSW would be provided by NSKFDC under the aegis of MoSJE through the empaneled Training Partners. The norms and guidelines prescribed by the Ministry of Skill Development and Entrepreneurship (MSDE), being the nodal Ministry for skilling shall be strictly complied with.

4.3. Occupational safety training under NAMASTE Scheme

Recent reports from various parts of the country detailing fatal accidents of the workers who had been deployed to enter sewers and septic tanks for purpose of their cleaning or removal of blockages has drawn utmost serious attention of the Central Government.

It is an undeniable fact that all structures (pipe lines and holding infrastructure) which facilitate flow of liquid wastes are susceptible to getting choked at some point of time due to ingress of undesirable material. Sewers and septic tanks are designed to handle liquids which contain a variety of solids of different sizes and density-hair, sand, floating scum, fats and sticky grease from kitchens. It is however, not designed to accept large pieces of stones, brick-bats, clothes and plastic sheets which are indiscriminately dumped by public or which flow into them when stormwater drains are permitted to illegally discharge into sewers or septic tanks. Sewers also get blocked by tree roots, which find the moist space most conducive for their growth. Septic Tanks, being wastewater holding structures, get choked by accumulation of sludge over time and which gets hardened with time. The improperly constructed/designed sewer and septic tanks pose frequent maintenance issues.

Owing to above, sewers and septic tanks need regular maintenance to ensure uninterrupted flow. A variety of maintenance equipment and procedures have evolved over time with ever improving versatility and functionality with regards to monitoring and blockage removal.

In this regard, it becomes imperative to impart occupational safety training to the SSWs in order to ensure the following:

- Zero fatalities in sanitation sector
- No direct contact with human faecal matter
- Ensuring mechanised sewer and septic tank cleaning
- Ensuring safety and dignity
- Capacity building





Occupational safety training to SSW would be provided by NSKFDC under the aegis of MoSJE through the empaneled Training Partners. The norms and guidelines prescribed by the Ministry of Skill Development and Entrepreneurship (MSDE), being the nodal Ministry for skilling shall be strictly complied with.

4.4. Types of occupational safety training under NAMASTE Scheme

Under NAMASTE Scheme, NSKFDC, under the aegis of MoSJE, aims to provide occupational safety training to SSWs for performing 2 job roles, specifically:

- a) **Junior Technician Mechanised Sewer Cleaning:** The Junior Technician Sewer Cleaner is an individual, who is responsible for operating mechanised equipment for sewer cleaning. He /She has to operate Sludge Vacuum tank with trucks, pumps, suction hoses, and other machinery/equipment to empty the machine hole. He shall also be responsible for its maintenance and upkeep.
- b) Desludging Operator: The Desludging Operator, also known as Sludge Emptier is an individual, who is responsible for emptying, transport and disposal of faecal sludge from the septic tank to desludging site/FSTP/Co-treatment plant. He/She has to operate Sludge Vacuum tank with trucks, pumps, suction hoses, and other machinery/equipment to empty the septic tank. He/She is an individual with the ability to start a company and venture into the desludging services. He/she is responsible for managing the FSSM business and should also be able to inspect septic tank as per IS 2470.

5. Key Features

The RFP for occupational safety training under NAMASTE will be published on the official website of NSKFDC <u>www.nskfdc.nic.in</u> and <u>https://eprocure.gov.in</u>

The major steps involved in the selection of applicant for the allotment of project as per this RFP in concurrence with NAMASTE are summarized below:

- a) The application must be submitted to NSKFDC by hand or through registered post or courier service.
- **b**) Upon the conclusion of the Proposal submission deadline, all received Proposals will be evaluated according to the evaluation criteria.
- c) Upon successful evaluation and approval by the Competent Authority, the successful Applicants will be notified of their selection for this Project as a Training Partner (TP) to provide occupational safety training to SSWs.
- d) Occupational safety training for SSWs shall be for a duration of 40 hours (5 days).
- e) Having TOT (Training of Trainer) certified trainers is mandatory for conducting occupational safety training.
- **f**) The Training Centers (Occupational safety training at any Accredited and Affiliated training center or at ULB premises) will be inspected through a virtual process or through a physical visit.
- g) The attendance of the SSWs must be marked through AEBAS; 70% attendance is mandatory.
- **h**) The payment to TPs shall be made as per Common Cost Norms for RPL training of 40 hours as per defined norms of MSDE.
- i) It is the responsibility of TPs to make sure that the equipment specified by the Awarding body/SSC is available for assessment. The same should be checked during the virtual/physical inspection, assessment and monitoring visits.
- **j**) The performance of the Applicant's allocated targets would be monitored by NSKFDC for quality aspects of occupational safety training.





- k) The submission of Proposals under the RFP mode does not guarantee the allocation of targets under NAMASTE. Any Applicant that does not fit the qualifying eligibility criteria will be disqualified at any stage during evaluation or due diligence without refund of Tender Fee. NSKFDC, in no case, will be liable for those costs, regardless of the conduct or outcome of the procurement process.
- I) It is the responsibility of the TP to arrange for functional sanitation machines/vehicles (Eg: Desludging vehicles, Jetting-cum-suction machine, or other machines/equipments/vehicles/PPE kits as mentioned in PEMSR Act, 2013, etc.) as well as safety devices (Eg: Safety tripod, Gas detector, etc.) for demonstration purpose during training.
- **m**) It is the responsibility of the TP to arrange for practical training on mechanised sewer and septic tank cleaning through site visits and with proper machines/safety devices and adequate safety precautions on the training site.

6. Sub-Contracting/Franchise/Sub-Letting

Sub-contracting, sub-letting, franchisee arrangement of any kind for the conduct of training under NAMASTE Scheme is strictly prohibited. Any Training Partner found subletting will be debarred from participating under the scheme.

7. Evaluation Criteria

The evaluation criteria contain the criteria, factors and methods that NSKFDC will use to evaluate the application. This evaluation criteria are prepared for evaluating the Applicant for their suitability to execute the work of conducting occupational safety training under NAMASTE.

7.1. Valuation Factors

To be Pre-qualified, the Applicants are required to demonstrate their capabilities by providing information regarding their experience, past performance, their technical and organizational capability.

Initial Filter: The applicants will be first evaluated on the initial criteria, which will act as an initial filter. The Initial Filter Criteria is given below. A "NO" answer in the case of any of the Criteria No. 01-12 will disqualify the applicant. A "YES" answer to any of the questions in filter criteria nos. 14-16 will also disqualify the applicant. The applicants who do not pass these initial filter criteria will not be evaluated further and their application shall be summarily rejected.

_	Yes	No	Means of verification
Has the Applicant completed 3 years of			Certificate of
ncorporation/registration as on 31.03.2024?			incorporation/registration
			to be attached
Has the Power of Attorney (if applicable) been submitted in			Undertaking as per
he name of authorized signatory/representative?			Annexure-1
Whether Applicant accounts have been audited up to			Audited account
31.03.2023 by a firm of certified Chartered Accountants?			statement for the last 3
			financial years to be
			attached
Whether the Applicant has submitted requisite certificate or			In case of NGOs,
Certificate of Incorporation (Voluntary organization/ NGO			registration number on
	Tas the Power of Attorney (if applicable) been submitted in the name of authorized signatory/representative? Whether Applicant accounts have been audited up to 1.03.2023 by a firm of certified Chartered Accountants?	An	An corporation/registration as on 31.03.2024? Ias the Power of Attorney (if applicable) been submitted in the name of authorized signatory/representative? Whether Applicant accounts have been audited up to 1.03.2023 by a firm of certified Chartered Accountants? Whether the Applicant has submitted requisite certificate or

Initial Filter Criteria





	should be mandatorily registered on the NGO Darpan Portal	the Darpan Portal (copy
	of the NITI Aayog, Govt. of India and have a valid UID	of Regn. Certificate)
	No.)	of Regil. Certificate)
5	Whether Applicant has a valid PAN Number, GST number	A copy of the PAN
5	(if applicable) and is registered with appropriate EPF/ESI	card/GST No. to be
	authorities (if applicable)?	attached
6	Whether the Tender Fee has been sent along with the RFP	Tender Fee/Exemption
U	document? (Exempted, if relevant exemption certificate is	certificate to be attached.
	attached)	contineate to be attached.
7	Whether the requisite EMD in prescribed form has been	EMD/Exemption
,	sent along with the RFP document? (Exempted, if relevant	certificate to be attached.
	exemption certificate is attached)	certificate to be attached.
8		Audited account
0	Whether average annual turnover during the last 3 financial	statement for the 3
	years preceding the financial year 2023-24, viz. FY2020-21,	
	FY2021-22, FY2022-23, is more than Rs. 3 crores?	financial years
9	Whether the applicant has a positive net worth	
	consecutively from last two financial years, i.e. FY 2021-22	
	and FY2022-23?	
10	Whether the applicant has at least 3 years of experience in	-Experience
	the field of training, which should include at least 1 year of	certificate/Work
	experience in providing training in sanitation sector(s)?	completion certificatefor
		each training certified by
		the client (to be attached)
		-Experience certificate
		for no. of candidates
		trained.
11	Whether the applicant has at least 3 trainers to impart skill	Details of qualifications
	training in sanitation sector?	and relevant experience
		of each trainer to be
		attached along with
10		supporting documents
12	Have all the pages required to be signed by the authorized	
10	representative of applicant been signed?	
13	In case of JV/Consortium whether MoU has been	
14	submitted?	The deside the second
14	Whether the Applicant/Bidder have been blacklisted or	Undertaking as per
	deregistered by any Central/State government department or	Annexure-3
	public sector undertaking and any of its work was rescinded	
	by the client after award of contract during last five years?	
15	Has the Applicant suffered bankruptcy/insolvency during	Undertaking as per
10	last three years?	Annexure-4
16		
16	Has any misleading information been given in the application by the applicant?	





- 1. A "NO" answer in the case of Criteria No. 01-12 will disqualify the Applicant.
- 2. A "YES" answer in the case of Criteria No. 14-16 will also disqualify the Applicant.

7.2. Technical Evaluation: Applicants who meet the pre-qualification criteria will be technically evaluated based on the following scoring methodology. To qualify, the Applicant must obtain a minimum of 100 marks as per the following evaluation criteria:

	S. No.	Evaluation Parameters	Maximum Score
n li		Average Annual Turvover over last 3 years	30
Finan cial Standi ng – 30	_	More than Rs. 7.00 Crore	30 Marks
	1	More than Rs. 5.00 Crore & up to Rs. 7.00 Crore	20 Marks
А.		More than Rs. 3.00 Crore & up to Rs. 5.00 Crore	10 Marks
		Number of trainerswho can impart skill training in sanitation	20
la		sector	
ion	2	More than 10 trainers	20 Marks
sati		More than 5 & up to 10 trainers	15 Marks
ani Mar		Greater than or equal to 3 & up to 5 trainers	10 Marks
Drg 50 A		Academic qualifications of the trainers	20
) - v	2	More than 10 trainers have passed class 12	20 Marks
B. Technical and Organisational Capability - 60 Marks	3	More than 5 & up to 10 trainers have passed class 12	15 Marks
uica pab		Greater than or equal to 3 & up to 5 trainers have passed class 12	10 Marks
chn Cal		Age of the organization	20
Te	4	More than 10 years	20 Marks
B.	4	More than 5 & up to 10 years	15 Marks
		Greater than or equal to 3 & up to 5 years	10 Marks
		Occupational safety training imparted to sanitation workers	35
		in past 3 years (Number of candidates completed training in	
	-	past 3 years)	
	5	More than 1000 candidates	35 Marks
		More than 500 & up to 1000 candidates	25 Marks
iks		Up to 500 candidates	15 Marks
Mar		Average Experience* of trainers in imparting skill training in	30
ce Record – 110 Marks		sanitation sector	
- 1]	6	More than 5 years	30 Marks
rd		More than 3 & up to 5 years	25 Marks
eco		Greater than or equal to 1 & up to 3 years	20 Marks
e R		Prior experience of the organization in sanitation sector (For	25
enc		Eg: training, manufacture of sanitation equipment,	
C. Experien	7	workshops, etc.)	
dx	/	More than 5 years	25 Marks
C. I		More than 3 & up to 5 years	20 Marks
•		More than 1 & up to 3 years	15 Marks
		Experience of working with Urban Local Bodies (ULB)	20
	ø	More than 5 years	20 Marks
	8	More than 3 & up to 5 years	15 Marks
		More than 1 & up to 3 years	10 Marks
		Total Max. Possible Score (A+B+C)	200





* The sum total of years of experience of trainers divided by number of trainers proposed by the applicant will be the average experience.

Applicants with the highest scores will be selected based on the requisite number of training partners as per the discretion of NSKFDC. The distribution of targets to training partners will be proportional to their performance marks.

All the selected Applicants/TPs would be required to submit a Training Deployment Plan within <u>10</u> <u>days</u> of award of sanction letter failing which the EMD is liable to be forfeited without further notice.

8. Proposal Ownership

All Proposals submitted to NSKFDC shall become the property of NSKFDC, which shall not be liable to be returned to the proposer. NSKFDC shall, however, maintain confidentiality of the information contained within the proposals. NSKFDC shall be entitled to share the proposals and the information contained therein with the agencies and individuals involved in the process of evaluation and also its advisors, consultants, lawyers etc., and as may otherwise be required to be disclosed under law.

9. Right to Termination/Cancellation/Revision/Amendment

Notwithstanding anything contained in this document, NSKFDC, reserves the right to cancel/terminate the proposal process herein without assigning any reason whatsoever, at any time prior to signing of the Agreement, Term Sheet, Indemnity Bond, and any other supporting document, and NSKFDC shall have no liability for the above- mentioned actions. Further, NSKFDC reserves the right to revise or amend this document at any time for any reason by issuance of a corrigendum.

10. Corrupt or Fraudulent Practice

NSKFDC requires that the applicants under this process observe the highest standard of ethics during the procurement and executions of this contract. In pursuance of this policy, NSKFDC:

- a) Defines, for the purpose of these provisions, the terms set forth as follow:
 - i. **"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. **"fraudulent practice"** means concealment and/or misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NSKFDC, and includes collusive practice among Applicants (prior to or after submission of application) designed to establish bid prices at artificial non-competitive levels and to deprive NSKFDC of the benefits of free and open competition.
- b) Will reject a proposal for award of work if it determines that the applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) Will declare an applicant ineligible either indefinitely or for a stated period of time, for award of contract/contracts, if it at any time determines that the applicant has engaged in corrupt or fraudulent practices in competing for or in executing the contract.





11. Scope of Work

11.1. Geographical Coverage

Occupational Safety Training under NAMASTE would be implemented in 4800+ ULBs across all 35 States/UTs. The training will be conducted for two jobs, viz. Junior Technician (Mechanised Sewer Cleaning) and Desludging Operator. The successful bidders/training institutes shall be entrusted the work of training the identified sewer and septic tank workers (SSWs) in one or more of the following zones/States:

Name of	Name of States/UTs in Zone	Approximate number of validated SSWs*	No. of	Total SSWs
Zone	Chandigarh	222	ULBs	55 W S
	Chandigarh Delhi	222		
	Haryana Himachal Pradesh	1899		
NI41-		265	1269	11524
North	Jammu and Kashmir	343	1268	11524
	Ladakh	21		
	Punjab	2850		
	Uttarakhand	503		
	Uttar Pradesh	3150		
	Dadra & Nagar Haveli and Daman Diu			
	Goa	89	0.40	10044
West	Gujarat	4300	840	12944
	Maharashtra	6301		
	Rajasthan	2254		
	Bihar	2118		
Central	Chhattisgarh	**	912	4464
	Jharkhand	436		
	Madhya Pradesh	1910		
	Arunachal Pradesh	86		
	Assam	308		
	Manipur	102		
	Meghalaya	**		
East and North -	Mizoram	114	516	875
East	Nagaland	66	510	075
Last	Odisha	**		
	Sikkim	89		
	Tripura	110		
	West Bengal	**		
	Andaman Nicobar Islands	35		
Car (1	Andhra Pradesh	1984	1220	<i></i>
South	Karnataka	1505	1328	5777
	Kerala	1576		





Puducherry	174		
Tamil Nadu	**		
Telangana	503		
Total	35584	4864	35584

* The numbers are tentative and may increase as profiling progresses

****** Indicates that the figures for these states would be intimated at a later stage

11.2. Roles and Responsibilities of Training Partners

- Training Agency must register as a Training Partner on MSDE's Skill India Digital Hub (SIDH) portal (not registered already), post selection as a Training Partner for occupational safety training under NAMASTE.
- Training Partner must designate one Single Point of Contact (SPOC) on the SIDH portal to enable seamless communication across agencies/entities.
- Training Partner must ensure that the Training Centers are onboarded by following the Accreditation & Affiliation process (<u>https://admin.skillindiadigital.gov.in/knowledge-bank</u>), as per the job role into the SIDH Portal before starting the training.
- Training Partner must ensure the availability of adequate infrastructure and necessary equipments required for imparting training in the Training Centres.
- All Training Centres would be inspected by NSKFDC before the start of training and during the training and assessment.
- Training Partner must ensure that the trainers experienced in imparting occupational safety training in sanitation sector, as required in the "Eligibility Conditions", have obtained **TOT certification from the concerned Sector Skill Council (SSC) before commencement of training**. If the trainers have not obtained TOT certification before the commencement of training, , then NSKFDC reserves the right to cancel/withdraw the sanction given to the Training Partner, without refund of EMD.
- Training Partner must organise batches of SSWs for each training centre, considering the geographical proximity and ease of transportation for SSWs to reach the training centre. Each batch size is between **10-40 participants.**
- Training Partner must ensure that SSWs are informed about the Occupation Safety Training program atleast 10 days in advance. This advance notice allows participants to make necessary arrangements and ensures maximum attendance.
- Training Partner can collaborate with NAMASTE ULB Nodal Officer(s) in mobilising SSWs to the Training Centre to ensure mandatory attendance of the SSWs.
- Training Partner must ensure coordination between the ULB and Training Centre representatives to ensure the eKYC (electronic Know Your Customer) process of the SSWs is carried out for registration on the SIDH portal.
- Training Partner must ensure that only validated SSWs under NAMASTE are enrolled for the occupational safety training.
- Training Partner must conduct 40 hours of training including 9 hours of Practical training and site visit for the trainees enrolled in each of the two job roles.
- Training Partners are responsible for accurately recording the attendance of each trainee using AEBAS (Aadhaar Enabled Biometric Attendance System).
- Training Partner is required to strictly adhere to the Training Delivery Plan and diligently follow the Participant Handbook to ensure completion within the specified timeline.





- Training Partner must ensure that practical demonstrations and on-site visits are given to all SSWs, to maximise learning and training.
- The Training Partner must ensure that the training objective and outcomes are outlined to all the SSWs before the commencement of the session. They should also be provided with the course material.
- Training Partner must ensure SSWs are given information on:
 - Swachhta Udyami Yojana (SUY) scheme including the types of loans with its financials, role of ULBs etc.
 - > Health insurance under Pradhan Mantri Jan Arogya Yojana (PM-JAY)
 - Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013 and the Rules thereof
- Training Partner must explain entrepreneurship opportunities in faecal sludge and septage management sector to the trainees, including licensing, certification and registration process for setting up a venture.
- Training Partner must flag any hindrances/obstacles/lack of cooperation faced by the Training Centre to NSKFDC in a timely manner.
- The Training Partner should establish a robust system for monitoring and evaluating the progress of SSWs throughout the occupational training program.
- TP must ensure that pre training assessment is carried out through visual and practical means, keeping in mind the literacy level of the target group (SSWs).

12. Terms of Reference

All Organizations allocated targets should be familiar with the guidelines being prescribed by MSDE for Recognition of Prior Learning (RPL) in its flagship scheme namely PMKVY 4.0, including Monitoring, Branding Guidelines, Accreditation and Affiliation process and guidelines as amended from time to time. In addition, eligibility conditions mentioned in this document shall be binding on all applicants. In case of any inconsistency, the interpretation taken by NSKFDC shall be final.

13. Terms and Conditions

13.1 Interpretation

In case of any ambiguity in the interpretation of any of the clauses in this document, the interpretation of the clauses by Authorized Representative/Sub-evaluation committee of NSKFDC shall be final and binding on all the parties.

13.2 Language

The application as well as all correspondence and documents relating to the RFP exchanged by the Applicant and NSKFDC, shall be in English or Hindi. Supporting documents and printed literature that are part of the application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English. In that case, for purposes of interpretation of the application, the English translation shall govern.

13.3 Change in Laws and Regulations

If after the date of proposal submission, any law, regulation, ordinance, order or by- law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the





costs and expenses of the Applicant and/or the Time for Completion, the terms and conditions shall be reasonably adjusted.

13.4 Compliance with Laws

- **13.4.1** The Applicant shall undertake to observe, adhere to, comply with and notify NSKFDC about all laws in force or as are made applicable in future, pertaining to or applicable to the Applicant, their business, their employees or their obligations towards employees and all purposes of this document and shall indemnify, keep indemnified, hold harmless, defend and protect NSKFDC and its directors/employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- **13.4.2** The Applicant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc. as may be necessary or required for any of the purposes of this occupational safety training under NAMASTE for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of conducting occupational safety training, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NSKFDC and its directors/employees/officers/staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- **13.4.3** The Applicant agrees that the Applicant shall not be entitled to assign / sub lease any or all of its rights and or obligations under this document and subsequent agreement to any entity including Applicant's affiliate without the prior written consent of NSKFDC.

14. Disputes and Arbitration

- 14.1 In the event of any dispute, controversy or claim arising in any way out of or in connection with this RFP document (a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through amicable discussion. If the Dispute is not resolved through such amicable discussion within 30 (thirty) days of a notice of Dispute being given or such longer period as the Parties agree to in writing, then any Party may refer the Dispute for final resolution by arbitration.
- 14.2 Any Dispute shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Dispute Resolution Centre (IDRC) and the award made in pursuance thereof shall be binding on the Parties. The arbitration shall be conducted in English. The seat place and venue of arbitration shall be in New Delhi, India, and shall be governed by the Arbitration and Conciliation Act, 1996.
- **14.3** The Parties to an arbitration shall keep the arbitration confidential and shall not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information submitted during arbitration, any documents submitted in connection with it, any oral submissions or testimony, transcripts or any award unless disclosure is required by law or is necessary for permissible court proceedings such as proceedings to recognize or enforce an award.
- **14.4** Subject to clause above 14.2, all Disputes and controversies between NSKFDC and Applicant shall be subject to the exclusive jurisdiction of the Courts at New Delhi. The parties agree to submit themselves to the jurisdiction of such court. This document shall be governed by the laws of India.





15. Representations and Warranties

- **15.1** The Applicant further warrants that they are under no obligation or restriction, nor shall they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this scheme.
- **15.2** The Applicant represents that it is duly incorporated, validly exists under applicable Law.
- **15.3** The Applicant represents that it has the right and authority to enter into this collaboration and perform its obligations hereunder. The execution, delivery and performance of terms and conditions hereunder by such Party and the performance of its obligations herein are duly authorized and approved by all necessary and no other action on the part of such Party is necessary to authorize the execution, delivery, and performance under agreements.
- **15.4** The Applicant represents that the submission of responses to this document, execution, delivery and performance under an Agreement entered in case the Applicant is selected:
- **15.4.1** Shall not violate or contravene any provision of its documents of incorporation.
- **15.4.2** Shall not violate or contravene any law, statute, rule, regulation, licensing requirement, order, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, entity or authority by which it is bound or by which any of its properties or assets are bound;
- **15.4.3** To the best of its knowledge, after reasonable investigation, no representation or warranty by the Applicant, and no document furnished or to be furnished to NSKFDC, or in connection herewith or with the transactions contemplated hereby, contains or shall contain any untrue or misleading statement or omits or shall omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which it is made. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the Applicant and which have not been disclosed, having a direct impact on the transactions contemplated hereunder.

16. Right to Change

NSKFDC reserves its right to change the above stated terms & conditions at any point of time without any prior notice.

17. Average Unit Cost and Assumptions

17.1. Recognition of Prior Learning (RPL) with upskilling (40 hours) at any Accredited and Affiliated training center(s)

S. No.	Training Head	Cost (in Rs.)	Remarks
1	BaseTrainingCost*	2,780.92	Fixed Rs. 2,000 for RPL at any
			Accredited and Affiliated training
			center(s) for 12
			h o u r s +@Rs.27.89perhourX 28
			hours
2	Assessment&Certification	600.00	Minimum as per common norms
3	AccidentalInsurance	14.16	Insurance for only one year+taxes
4	AEBAS-TransactionFees	10.00	
5	T-Shirt		Cost of T-Shirt is to be paid from





		the TP payout, which is mentioned as "Base Training Cost"
 Total(withsingleassessment)	3,405.08	

*The Training Partner would be paid "Base Training Cost". Rest of Payouts would be paid to other stakeholders, i.e. Awarding Body, Insurance Agency.

The payment to the training partners would be made by MSDE as per the following tranches:

- a. Tranche 1: 80% payment on assessment results uploaded by assessing body
- b. **Tranche 2:** 20% payment upon submission/uploading of Monthly Performance Report (MPR) and submission of proof for certificate handover, with or without the distribution ceremony.

Pay-out to the SSCs/ABs: Rs. 600 per candidate per assessment will be provided for overseeing and facilitating final assessments.





Annexure 1: Board Resolution Format

<u>CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF</u> <u>DIRECTORS/MEMBERS/TRUSTEES AT ITS MEETING HELD ON THE DAY OF 2023 AT</u>

"RESOLVED:

THAT the Company/Society/Trust does approach National SafaiKaramcharis Finance and Development Corporation ("**NSKFDC**") for conducting occupational safety training under NAMASTE Scheme in response to the request for proposal dated issued by NSKFDC.

THAT the detailed proposal in the prescribed format be duly filled and submitted to NSKFDC along with all necessary documents.

THAT the following directors/trustees/members/authorized signatories be and are hereby severally authorized to execute the documents, papers, guarantee, declaration, confirmation, affidavit, undertaking, indemnity, contracts and such other instruments/documents as security or otherwise, as may be required by NSKFDC.

S.No.	Name	Designation

THAT copies of the aforesaid resolutions certified to be true be furnished to NSKFDC"

For_____

(Signature):

Name:

Designation:

DIN/PAN:

(Signature):

Name:

Designation:

DIN/PAN:

Date:

Place:





Annexure 2: Waiver/Flexibility Required for Project Execution

Details of Waiver/ Flexibility:

a)		• •	•••	•••	•••	•••	•••	 ••		• •	• •		•	 • •		 • •	•			•	 •	•••			•	• •	•	•••	•	•••	 • •		•	 	•	•••	•••	 •••	 • •	 	••	• •	 ••	•••		•••	••	 •••	 •••			•••	
b)).			•••		•••		 	•••			•••	• •	 • •	•	 •••		 •	•••	• •	 		•	•••	•		•		• •		 •		• •	 	•			 	 	 			 					 	 				•••
c)			•••	•••		•••		 •••					•	 • •		 • •	•		•••		 •	•••			•				•	•••	 	•••	•	 	•			 	 	 	•••		 •••		• •			 	 	•••	•		

a)		
b)		
c)		





Annexure 3: Undertaking for not Blacklisted

Applicant's legal name

We do hereby undertake that we have not been blacklisted or deregistered by any Central/State government department or public sector undertaking and also that none of our work was rescinded by the client after award of contract during last five years.

Signature & Stamp of Applicant or Authorised signatory

Signatory on behalf of the Applicant

Each member of JV/Consortium should also submit separate undertaking individually.





Annexure 4: Undertaking for Corrupt & Fraudulent practice and undertaking for not suffering Bankruptcy/Insolvency

Applicant/Bidder's legal name

It is confirmed and declared that we have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.

We do hereby undertake that we have not suffered bankruptcy/insolvency during last three years.

Signature & Stamp of Applicant or Authorised signatory

Signatory on behalf of the Applicant

Each member of JV/Consortium should also submit separate undertaking individually.





Annexure 5: Initial Filter Criteria

S. No.	Pre-qualification criteria	Yes	No
1	Has the Applicant completed 3 years of incorporation as on 31.03.2023?		
2	Has the Power of Attorney (if applicable) been submitted in the name of authorized signatory/representative?		
3	Whether Applicant accounts have been audited up to 31.03.2023 by a firm of certified Chartered Accountants?		
4	Whether the Applicant has submitted requisite certificate or Certificate of Incorporation (Voluntary organization/ NGO should be mandatorily registered on the NGO Darpan Portal of the NITI Aayog, Govt. of India and have a valid UID No.)		
5	Whether Applicant has a valid PAN Number, GST number (if applicable) and is registered with appropriate EPF/ESI authorities (if applicable)?		
6	Whether the Tender Fee has been sent along with the RFP document? (Exempted, if relevant exemption certificate is attached)		
7	Whether the requisite EMD in prescribed form has been submitted? (Exempted, if relevant exemption certificate is attached)		
8	Whether average annual turnover during the last 3 financial years preceding the financial year 2023-24, viz. FY 2020-21, FY 2021-22, FY 2022-23, is more than Rs. 3 crores?		
9	Whether the Applicant has positive net worth consecutively from last two financial years, i.e. FY 2021-22 and FY 2022-23?		
10	Whether the applicant has at least 3 years of experience in the field of training, which should include at least 1 year of experience in providing training in sanitation sector(s)?		
11	Whether the applicant has at least 3 trainers (with TOT certification from the concerned SSC) to impart skill training in sanitation sector?		
12	Have all the pages required to be signed by the authorized representative of applicant been signed?		
13	In case of JV/Consortium whether MoU has been submitted?		
14	Has the Applicant abandoned any work in the last five years or has it been blacklisted by any Government department/PSU or has any of its contract terminated for failure to perform?		
15	Has the Applicant suffered bankruptcy/insolvency during last three years?		
16	Has any misleading information been given in the application by the applicant?		

Note:

- 1. A "NO" answer in the case of Criteria No. 01-12 will disqualify the Applicant.
- 2. A "YES" answer in the case of Criteria No. 14-16 will also disqualify the Applicant.





Annexure 6: Pro-Forma for Letter of Application

(On Letter Head of Organisation)

То

The Managing Director

National SafaiKaramcharis Finance and Development Corporation (NSKFDC), NTSC, 3rd Floor, E-Block, NSIC, Okhla Industrial Area Estate-III, New Delhi – 110020, India.

(Applicant to provide date and reference)

Sub: APPLICATION FOR REQUEST OF PROPOSAL FOR "CONDUCTING OCCUPATIONAL SAFETY TRAINING UNDER NAMASTE"

Dear Sir,

- a) We, the undersigned, apply to provide the services for the project in accordance with your Request for Proposal. We are hereby submitting our proposal which includes technical proposal and requisite EMD and Tender Fees. We declare the following:
- **b**) We are duly authorized to represent and act on behalf of ______ (hereinafter the "Applicant")
- c) We have examined and have no reservations to the Request for Proposal Document including Addendum.
- **d**) We further declare that we have not engaged any agent or middleman for this process. We have not paid/will not be paying any commissions, gratuities or fees with respect to this process.
- e) NSKFDC and/or its authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients.
- **f**) This Letter of Application will also serve as authorisation for any individual or authorised representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by NSKFDC.
- **g**) NSKFDC and/or its authorised representatives may contact the following nodal persons for further information on any aspects of the Application:

S. No.	Name & Designation	Address	Telephone/Mobile No.	E Mail
1				
2				

- **h**) This application is made in the full understanding that:
 - i. Applicants and proposal for selection will be subject to verification of all information submitted.
 - **ii.** NSKFDC reserves the right to reject or accept any or all applications, cancel the prequalification/selection process without any obligation to inform the Applicant about the grounds of same.
- The undersigned declares that the statements made and the information provided in the application are duly complete, true, and correct in all respect. We also declare that no alteration has been made in RFP documents downloaded. We also understand that in the event of any information furnished by us





being found later on to be incorrect or any material information having been suppressed, or any discrepancy is found, the following action can be taken:

- i. Any allocation of work on the basis of RFP proposal may not be considered and cancelled.
- **ii.** If any allocation of work is made to us on the basis of our RFP document, the same may be withdrawn and cancelled without any financial claim/Arbitration request from our side.

Signature of Authorized Signatory	Signature	of	Authoriz	zed Sig	gnator
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Name	•••••	•••••	•••••	•••••	••••••	•••••	•••••	•••••	•••••	•••••
In the C	apacity of	•••••	•••••	•••••	• • • • • • • • • • • • • • • • • • • •	•••••		•••••	•••••	••••
Signed .		••••	•••••	••••••		•••••	•••••	• • • • • • • • • •	•••••	•••••
-			-		Application	for	and	on	behalf	of
	•••••									
Contact	•••••	•••••	•••••	•••••	•••••	•••••	•••••	•••••	•••••	•••••