STANDARD PROCUREMENT DOCUMENT

EOI FOR SELECTION OF IMPLEMENTATION PARTNER
TO CO-INVEST, ESTABLISH, OPERATE & MANAGE
ADVANCED SKILLING CENTRES (ASC)
AT HIGHER EDUCATION INSTITUTE (HEIs) & EDUCATION INSTITUTE ACROSS INDIA

EOI No: REOI/NSDC/ Academy /2026/41

Department- (**NSDC Academy**)

Last Date and Time for Submission: 06.05.2026 up to 06:00 PM (IST)

Kaushal Bhawan, 5th-6th Floors New Moti Bagh, New Delhi – 110023
E-mail: procurement@nsdcindia.org

National Skill Development Corporation
Kaushal Bhawan, 5th-6th Floors New Moti Bagh, New Delhi – 110023

Procurement Schedule

Proposal Security	**Proposal security is *not applicable*.**
Date and place of commencement of RFP	**21.04. 2026** **http://nsdc.eproc.in/**
Pre bid meeting Virtual through MS Teams (Click here to join)	**27.04. 2026 at 11:30 AM**
Last Date and Time for receipt of queries on mail procurement@nsdcindia.org	**28 .04. 2026 at 05:00 PM**
Last Date and Time for submission of Technical Proposal	**06.05.2026 at 06:00 PM**
Date of opening for Technical Proposal & Place of Submission of Proposals	**07.05.2026 at 11: 00 AM** http://nsdc.eproc.in/

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SECTION I: INSTRUCTIONS TO BIDDER (ITB)

A. General Provisions

1. Definitions

1.1 "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.

1.2 "Applicable Law" means the laws and any other instruments having the force of law in India.

1.3 "Client" means "NSDC" i.e. "National Skill Development Corporation".

1.4 "Bidder" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

1.5 "Contract" means a legally binding written agreement signed between the Client and the Bidder.

1.6 "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Client. It excludes the Client's official public holidays.

1.7 "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub-Bidder or Joint Venture member(s).

1.8 "Government" means the Government of India.

1.9 "In writing" means communicated in written form (e.g. by mail, e-mail, including, if distributed or received through the electronic-procurement system used by the Client) with proof of receipt.

1.10 "Key Expert(s)/Employees" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Bidder's proposal.

1.11 "ITB" (this Section I of the EOI) means the Instruction to Bidders that provides the Bidders about all the information needed to prepare their Proposals.

1.12 "Non-Key Expert(s)" means an individual professional provided by the Bidder or its Sub-Bidder and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

1.13 "Proposal" means the Technical Proposal and the Financial Proposal of the Bidder.

1.14 "EOI" means the Request for Proposals to be prepared by the Client for the selection of Bidders.

1.15 "Services" means the work to be performed by the Bidder pursuant to the Contract.

1.16 "Sub-Bidder/Contractor" means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to the Client during the whole performance of the Contract.

1.17 "Terms of Reference (TORs)" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.

Key Definitions of Scope/TOR (Term of Reference)

Term	Definition / Scope
Applicant	Any legal entity submitting a response to this EOI. Upon selection and award of contract, the Applicant shall be referred to as the Implementation Partner (IP).
Implementation Partner (IP)	The entity selected by NSDC through this procurement process, responsible for co-investing in, establishing, operationalizing, and managing one or more Advanced Skilling Centers at designated HEIs or EIs.
Advanced Skilling Centre (ASC)	A state-of-the-art, on-campus technology skilling hub established within the premises of an HEI or EI, featuring OEM-certified laboratories, structured multi-semester certification pathways, and credit-integrated academic delivery.
Host HEI	A Higher Education Institution — including universities, autonomous colleges, and degree-granting institutions — hosting an ASC on its campus and providing dedicated rent-free space and utilities.
Host EI	An Educational Institution other than an HEI — such as a school, polytechnic, or vocational institution — hosting an ASC on its campus under terms analogous to those applicable to Host HEIs.
Lab Model	An on-campus delivery model in which the Implementation Partner establishes and operates OEM-enabled physical laboratory infrastructure with dedicated equipment, licensed software, and OEM-certified instructor-led training.
OEM	Original Equipment Manufacturer — a globally recognized technology company (e.g., Cisco, Microsoft, AWS, Oracle, Red Hat, NVIDIA) that certifies trainers and issues industry-recognized credentials.
AAT	Average Annual Turnover — the arithmetic mean of audited annual turnover from Indian operations across the three specified financial years.
Effective Date	The date on which the bipartite Agreement between NSDC and the Host HEI/EI, and the back-to-back Agreement between NSDC and the Implementation Partner, are both duly executed.
NSDC Portal	The digital platform maintained by NSDC for real-time data capture of enrolled, trained, assessed, and certified candidates across all ASC locations.

2. Introduction

2.1 National Skill Development Corporation (NSDC), the client, intends to select an **Agency for Selection of Implementation Partners to Co-Invest, Establish, Operate & Manage Advanced Skilling Centers (ASC) at Higher Education Institutions (HEIs) across India** (hereinafter called "Bidders").

2.2 The Bidders interested in participating in this bid are invited to submit a Technical Proposal against this EOI.

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

2.4 Pre-Proposal meeting will be held on date and time as specified in the important dates. Attending any such pre-proposal meeting is optional and is at the Bidder's expense.

2.5 The NSDC will provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal.

2.6 The information contained in this document or information provided subsequently to Bidder(s), whether verbally or in documentary form by or on behalf of the NSDC, is on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.

2.7 This document is not an agreement and is not an offer or invitation by the Client to any parties other than the Bidder(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as Bidder or Bidders respectively). The purpose of this document is to provide the Bidders with information to assist in the formulation of their proposals.

2.8 This document does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this document. The Client makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this document.

2.9 The information contained in the document is selective and is subject to updating, expansion, revision, and amendment.

2.10 Client reserves the right of discretion to change, modify, reject, add to, or alter any or all the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. Client in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.

2.11 The client reserves the right to reject any or all proposals received in response to this document at any stage without assigning any reason whatsoever. The decision of the Client shall be final, conclusive, and binding on all the parties.

3. Conflict of Interest

3.1 The Bidder is required to provide professional, objective, and impartial advice, always holding the Client's interests' paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its

Contract and/or sanctions by the Client.

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

3.3.1 **Conflicting activities:** Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

3.3.2 **Conflict among consulting assignments:** a Bidder (including its Experts and Sub-Bidders) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.

3.3.3 **Conflicting relationships with the Client's staff:** a Bidder (including its Experts and Sub-Bidders) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of

i. the preparation of the Terms of Reference for the assignment,

ii. the selection process for the Contract, or

iii. the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

4. Corrupt and Fraudulent Practices

4.1 The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in **Section V**.

4.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents, Experts, Sub-Bidders, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the client.

5. Eligibility Criteria

5.1 Only those Bidders who qualify for the eligibility criteria shall be evaluated technically.

5.2 Detailed eligibility criteria i.e. pre qualifications criteria are given under **"Section II"** of this EOI.

B. Preparation of Proposals

6. General Considerations

6.1 In preparing the Proposal, the Bidder is expected to examine the EOI in detail. Any deficiencies in providing the information and documents requested in the EOI may result in the rejection of the Proposal.

7. Cost of Preparation of Proposal

7.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client/NSDC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

7.2 The Client/NSDC is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to selection, without thereby incurring any liability to the Bidder.

8. Language

8.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in "English".

9. Documents Comprising the Proposal

9.1 The Proposal shall comprise the following documents as listed below

i. Documents to be submitted for Eligibility Criteria as per Section II
ii. Documents for Technical Evaluation Criteria as per Section III
iii. All Forms as per section IV
iv. Any other documents requested under this EOI.

10. Only One Proposal

10.1 The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

11. Proposal Validity

11.1 Bidder's Proposal must remain valid up to **180 days** after the Proposal submission deadline. Any bid with less validity is liable for rejection.

11.2 During this period, Bidder shall maintain its original Proposal without any change, including the availability of Key Experts (if any), the proposed rates and the total price.

11.3 If it is established that any Bidder was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

12. Sub-Contracting

12.1 The bidder shall not subcontract whole, or any part of the services awarded to them against the EOI.

13. Joint Venture

13.1 Joint Venture is not allowed.

14. Extension of Proposal Validity Period

14.1 The Client/NSDC will make its best effort to complete the evaluation of bid including negotiations within the proposal's validity period. However, should the need arise, the Proposals' validity will automatically extend for 180 days more without any change in the original Proposal submitted by the bidder.

14.2 The bidder has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.

15. Substitution of Key Experts at extension of Proposal Validity Period

15.1 If any of the Key Experts (if any) becomes unavailable for the extended validity period, the Bidder shall seek to substitute for another Key Expert (if any). The Bidder shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such a case, a substitute Key Expert (if any) shall have equal or better qualifications and experience than those of the originally proposed Key Expert (if any). The technical evaluation score, however, will remain based on the evaluation of the CV of the original Key Expert (if any).

15.2 If the Bidder fails to provide a substitute Key Expert (if any) with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

16. Benefits to MSEs

16.1 Bidders registered as Micro and Small Enterprises (MSEs) as defined in Public Procurement Policy 2012 (as amended) issued by Ministry of Micro, Small and Medium Enterprises shall be exempted from the payment of EMD on submission of valid documentary proof. MSEs claiming exemption from EMD are required to submit undertaking duly typed on bidder's letter head and signed by the authorized signatory with seal along with valid documents to proof the organization as MSEs.

17. Sub-Contracting

17.1 The bidder shall not subcontract whole, or any part of the services awarded to them against the EOI.

18. Clarification and Amendment of EOI

18.1 The Bidder may seek clarification on any part of the EOI till the date as mentioned under important dates. Any request for clarification must be sent in writing, by email to the Client's email address: procurement@nsdcindia.org The Client may respond to all queries of the bidders (including an explanation of the query but without identifying its source) by publishing any corrigendum through email only. Client may also respond to the queries raised by bidders through email if no change is required due to bidder's clarification or bidder's clarification is general. Bidder to ensure to raise their queries within the specified time.

18.2 No other method/means of submission of queries by bidders and / or replying to queries by the client except mentioned above is acceptable under this EOI.

18.3 Any addendum/corrigendum issued shall form an integral part of the EOI document.

18.4 Bidders may regularly visit the NSDC website for any corrigendum/addendum, updated information with respect to EOI and matter incidental thereto.

18.5 If the Client deems it necessary to amend the EOI due to clarification, it shall do so by following the procedure described below:

18.6 At any time before the proposal's submission deadline, the Client may amend the EOI by issuing an amendment in writing or by standard electronic means.

18.6.1 If the amendment is substantial, or there is technical issue in submission of bids, the Client may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.

18.6.2 The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.

19. Technical Proposal Format and Content

19.1 The documents/information's for Eligibility criteria and technical marking would be submitted as per requirements given under **"Section II & III**" of the EOI.

19.2 The Technical Proposal shall be prepared using the format provided in **"Section II, III IV-Forms"** of the EOI.

19.3 Only those proposals which qualify on all parameters of Pre-Qualification Criteria will be considered for technical evaluation.

19.4 The Technical Proposal shall not include any financial proposal / bid information. A Technical Proposal containing financial bid information shall be declared non-responsive.

19.5 Bidder shall not propose alternative Key Experts (if any). Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal nonresponsive.

20. Submission of Proposals

20.1 The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexures and other document required in the EOI. The Bidder shall submit Technical and Financial Proposal (If any) only through the E-proc portal – https://nsdc.eproc.in/ against this EOI.

20.2 Only one copy of the proposal can be uploaded. An authorized representative of the Bidder shall sign the original submission letters in the required format for the Technical Proposal and shall initial all pages. The authorization shall be in the form of a written power of attorney forming a part of the submitted proposal.

20.3 A Proposal submitted by a Joint Venture (if allowed under the EOI) shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

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

20.5 Bidders are advised to submit their Proposal strictly based in line with the terms and conditions contained in the EOI documents and without any deviations. Conditional Proposals shall be summarily rejected. However, proposals offered with better specifications/requirements than mentioned in the EOI, if any, may be accepted at the sole discretion of the Client/NSDC.

20.6 Bidder shall submit the bid in time. The date and time of the e-Procurement server clock (also displayed on the dashboard of the consultants) shall be the reference time for deciding the closing time of the Proposal submission. Consultants are advised to ensure they submit their Proposal within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Proposal. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The NSDC shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process. However, NSDC reserves the right to extend the bid submission date at its sole discretion.

20.7 Subject line while submitting queries to procurement@nsdcindia.org should be "REOI/NSDC/Academy/2026/41: Queries: **Agency for Selection of Implementation Partners to Co-Invest, Establish, Operate & Manage Advanced Skilling Centers (ASC) at Higher Education Institutions (HEIs) across India.**

21. Confidentiality

21.1 From the time the Proposals are opened to the time the contract is awarded, the Bidder should not contact the Client on any matter related to its Technical Proposal and or financial proposal.

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

21.3 Any attempt by Bidders or anyone on behalf of Bidder to improperly influence the Client in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.

21.4 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of selection, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

21.5 This document is meant for specific use by the Bidders interested in participating in the current tendering process. This document in its entirety is subject to Copyright Laws. Client expects the Bidder or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders shall be held responsible for any misuse of information contained in the document if such a circumstance is brought to the notice of the client. By downloading the document, the interested bidder is subject to confidentiality clauses.

22. Opening of Bid

22.1 Opening of Bid shall be done by client's evaluation committee in two phases as mentioned below

22.1.1 **Opening of Technical proposal:** First technical proposal shall be opened by client's opening committee / procurement team and documents shall be shared with the evaluation committee for evaluation of technical proposal including eligibility criteria.

23. Evaluation of Technical Proposals

23.1 The Client's evaluation committee shall evaluate the Technical Proposals in two phases

23.1.1 **Eligibility Criteria:** First evaluation of the documents submitted by bidders against the **"Eligibility Criteria"** shall be evaluated by the client's "Technical Evaluation Committee". The proposal meeting the requirement of Eligibility criteria shall be qualified for the technical evaluation.

23.1.2 **Technical Evaluation:** Technical evaluation of the bidder's qualifying the eligibility criteria shall be done as per the details/requirement specified in **Section III.**

24. Post Empanelment Process

24.1 After completion of the Technical Evaluation process as detailed in Section III of this EOI, only those Applicants who are declared Technically Qualified by securing the minimum qualifying technical score as prescribed shall be considered for Empanelment.

24.2 Meeting the Eligibility Criteria and securing minimum qualifying Technical Marks does not guarantee award of any project.

24.3 NSDC's decision with respect to empanelment and subsequent project allocation shall be final and binding on all Applicants, and no correspondence or representation in this regard shall be entertained.

25. Negotiations

25.1 The negotiation will be held at the date and address confirmed by the client with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a contract on behalf of the Bidder.

25.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Bidder's authorized representative.

25.3 Negotiations will be carried out for the following

25.3.1 **Technical Negotiation:** Includes discussion of Terms of Reference (ToRs), proposed methodology, the Client's inputs, conditions of the Contract, and finalizing the "Description of Services / terms of references" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

25.3.2 **Financial Negotiation:** The Financial negotiations include clarifying the Consultant's tax liability and how it should be reflected in the Contract.

25.4 Conclusion of negotiation:

The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Bidder's authorized representative. If the negotiations fail, the Client shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity for the bidder to respond. If disagreement persists, the Client shall declare the proposal nonresponsive, informing the Bidder of the reasons for doing so. The Client shall invite the next-ranked responsive bidder to negotiate a Contract. Once the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.

26. Notice to proceed

26.1 NSDC will initially inform the empaneled Service Provider through an email enclosing the copy of the Notice to Proceed (NTP) to commence the work. The timeline for execution shall start from the date of issuance of the Notice to Proceed / Letter of Award.

27. Signing of the Contract

27.1 NSDC will share the draft copy of contract with the successful bidder after completion of the procurement process on the basis of the technical and financial evaluation, marks scored in technical evaluation, understanding of the capabilities of the service provider and negotiation (if any).

27.2 The signing of the agreement shall be done after acceptance of the contract documents by both the parties as per terms and conditions of the EOI.

28. Issuance of Purchase Orders/Work Order

1.1 NSDC will issue a Purchase Order at the earliest after submission of Vendor Registration form and other KYC documents (if required) by successful bidder subject to verification of the documents by NSDC.

1.2 NSDC shall issue a Purchase Orders/Work Order to the selected Applicant, specifying the approved HEI locations, scope of work, and engagement timelines.

29. Performance Security

29.1 Within the 14 days of Issuance of Purchase Order, the successful bidder must submit the electronic performance bank guarantee for an amount of 5% of the total contract value/ P O value (including taxes) to the Client's.

29.2 The performance bank guarantee shall be denominated in Indian Rupees only.

29.3 The Performance bank guarantee shall be in the form of an unconditional irrevocable bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Client, in the format provided by the Client (refer Schedule-V). Other banks' performance bank guarantee will not be accepted by the client.

29.4 If the Successful Bidder fails to furnish the performance bank guarantee within 14 days, it shall be lawful for the Client at its discretion to annul the award and forfeit bid security / EMD, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers', debarring for 2 years to participate in any tender, etc.

29.5 The performance security will be returned to the Firm not later than 90 days after the completion of all contractual obligation including warranty obligation.

30. Modification in the Value / Scope of the contract

30.1 NSDC reserves the right to increase or decrease the project order/scope during the tenure of the contract as per the following.

30.1.1 If the need shall arise, the requirement shall be increased to a maximum of 25% of the subsequent value of the Contract as per the terms & conditions of E-Proc (e-procurement portal).

30.1.2 NSDC reserves the right to increase or decrease the number of ASC locations under a single Work Order, subject to the Implementation Partner's prior consent and Agreement provisions.

30.1.3 NSDC reserves the right to issue Work Orders with varying scope based on project requirements, provided the total contract value does not exceed the sanctioned programme budget.

30.1.4 In case of decrease in project parameters, NSDC will give 15 days' written notice to the agency, the agency to ensure the required knowledge transfer and share other relevant documents of the project with the allocated team member of the agency.

31. Payment Terms

31.1 **Payment for services:** Payment to the selected vendor shall be made as per terms and conditions given in the Terms of Reference (ToR).

31.2 **Liquidated Damages:** Liquidated damages shall be deducted as per terms and conditions given in the Terms of Reference (ToR).

32. Time Allowed for Technical Clarifications During Technical Evaluation:

The Procuring Entity may, at its discretion, seek technical clarifications from the Bidders during the technical evaluation process to ensure a thorough understanding of the proposals. Bidders shall respond to any such requests for clarifications within a specified period.

32.1 Clarification Period: Bidders shall provide the requested technical clarifications within [1] working calendar days from the date of receipt of the Procuring Entity's request for clarification.

32.2 Mode of Communication: All clarifications must be submitted in writing via email or any other official communication medium specified by the Procuring Entity.

32.3 Impact on Evaluation Timeline: Failure to provide clarifications within the stipulated period may lead to the rejection of the proposal or may be considered at the sole discretion of the Procuring Entity without further reference.

32.4 No Additional Submissions: Bidders are not permitted to submit new information or modify their proposals beyond the scope of the requested clarifications.

33. Binding Nature of EOI Terms and Conditions

33.1 **Binding Effect:** The terms and conditions set forth in this Expression of Interest ("EOI"), including but not limited to those contained in the Draft Agreement (If any) annexed hereto, shall be binding upon all participating Bidders. By submitting a proposal, each Bidder expressly acknowledges and agrees to be bound by the entirety of the EOI and the Draft Agreement without exception.

33.2 Unconditional Proposals: Bidders shall submit only unconditional proposals. The submission of any proposal that is conditional in nature or that purports to vary, supplement, alter, amend, or otherwise deviate from any part of this EOI and/or the Draft Agreement shall be deemed non-compliant and shall be liable for outright rejection, without further consideration.

33.3 Prohibited Modifications: Any attempt by a Bidder to:

a) impose conditions on its proposal;
b) introduce deviations or exceptions to the terms of the EOI or the Draft Agreement; or

c) modify, delete, or alter any provision thereof, whether such attempts are evident at the time of submission, during the evaluation process, or subsequent thereto (including post-award stages), shall result in the immediate disqualification of the proposal. In such event, the Procuring Entity shall bear no responsibility or liability whatsoever for any loss or damage arising from such rejection.

33.4 Right to Amend: Notwithstanding anything contained herein, the National Skill Development Corporation ("NSDC") reserves the right, at its sole discretion and without incurring any liability, to amend, modify, or supplement the EOI and/or the Draft Agreement at any time prior to the final deadline for submission of proposals. Any such amendments shall be deemed to be an integral part of the EOI and shall be binding on all Bidders.

SECTION II: ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criterion	Documents / Proof Required
EC-1	**Legal Entity & Continuous Existence** The Applicant shall be a legal entity duly registered in India as a Company under the Companies Act, 2013; a Limited Liability Partnership under the LLP Act, 2008; or a Society or Trust registered under applicable law, with active commercial operations. The Applicant shall have been in continuous legal existence and commercial operation for a minimum of seven (7) years as on the date of publication of this EOI.	Certificate of Incorporation / Registration Certificate; GST Registration Certificate; PAN Card
EC-2	**Financial Strength — Positive Net Worth & Minimum Turnover** The Applicant shall have a positive net worth and a minimum Average Annual Turnover (AAT) of INR 25 Crores from India operations, computed as the arithmetic mean of audited annual turnover for FY 2023–24, FY 2024–25, and FY 2025–26. Note: In cases where audited financial statements for FY 2025–26 are not available at the time of EOI submission, provisional financial statements certified by a Practicing Chartered Accountant bearing a valid UDIN shall be accepted. Such provisional statements shall be replaced by audited financial statements within 180 days of submission or prior to execution of the Agreement, whichever is earlier.	CA-certified Turnover Statement with UDIN; Audited Financial Statements
EC-3	**Certified Trainer Pool — OEM-Certified Trainers** The Applicant shall maintain a minimum pool of fifty (50) OEM-certified trainers on its rolls, capable of delivering training programmers in at least two (2) emerging technology domains covered under the ASC program. Trainer certifications must be current and valid as on the date of EOI submission.	Self-certification from Head of Human Resources (on company letterhead); List of certified trainers with name, certification body, certification title, and validity date
EC-4	**Sector Experience — Lab Model Implementations at Educational Institutions** The Applicant must have successfully implemented a minimum of five (5) skilling, education, or technology training engagements with Educational Institutions under the Lab Model within the last five (5) years from the date of EOI publication. Each engagement must have involved the training of a minimum of one thousand (1,000) students. Ongoing engagements shall be considered, provided evidence of commencement and scale is submitted. *Lab Model Definition: An on-campus delivery model comprising OEM-enabled physical laboratory infrastructure with dedicated*	Copies of Work Orders / Agreements / Completion Certificates / Letters from Client clearly stating the scope, student volume, and duration. For ongoing engagements, a letter from the client institution confirming the engagement is mandatory.

	equipment, licensed software, and instructor-led, OEM-certified training delivery.	
EC-5	**OEM Authorizations — Technology & Certification Partnerships** The Applicant must hold valid and current authorization or partnership agreements with a minimum of two (2) globally recognized Technology OEMs or internationally recognized Certification Bodies, authorizing the Applicant to deliver OEM-branded certification training programmes. All authorizations must be valid as on the date of EOI submission.	OEM Partner Certificates / Authorization Letters valid as on EOI submission date
EC-6	**Non-Debarment & Integrity Undertaking** The Applicant shall not be debarred, blacklisted, or suspended by any Central Government, State Government, Public Sector Undertaking, Autonomous Institution, or Statutory Body as on the date of EOI submission. The Applicant shall not have any pending winding-up, insolvency, or liquidation proceedings nor any criminal proceedings against its directors that may impair its capacity to fulfil this engagement.	Declaration on company letterhead, signed by the Authorized Signatory — refer Annexure-VII (Non-Blacklisting Declaration) and Annexure-VIII (Conflict of Interest Declaration)

Note: -

(i) Only those Applicants who satisfy all mandatory eligibility criteria shall be evaluated technically. The Pre-Qualification Criteria are specified above. Submission of complete and valid documentary evidence as specified for each criterion is mandatory.

(ii) Supporting documents are required to be submitted in the sequence as indicated in table above. Applicants failing to satisfy even one Criteria shall be disqualified at the pre-qualification stage and shall not be considered for technical evaluation. NSDC's determination on eligibility shall be final and binding.

SECTION III: TECHNICAL EVALUATION CRITERIA

The Technical Evaluation Committee (TEC) constituted by NSDC shall evaluate all technical proposals submitted by eligible Applicants. Proposals shall be evaluated in accordance with the criteria and scoring bands set out in this section. The evaluation process shall be transparent, objective, and non-discriminatory.

Criterion	Category	Sub-Criteria, Scoring Bands & Required Documents	Max. Marks
TEC-1	Organizational Profile & Legal Existence	**Scoring:** • 7 to 12 years of existence: 3 marks • More than 12 years of existence: 5 marks **Required Documents:** Certificate of Incorporation; Audited Annual Reports	**5**
TEC-2	Financial Strength	**Average Annual Turnover (AAT) from India operations — FY 2023–24, FY 2024–25, FY 2025–26:** • INR 25 Cr ≤ AAT < INR 35 Cr: 5 marks • INR 35 Cr ≤ AAT < INR 50 Cr: 10 marks • AAT ≥ INR 50 Cr: 15 marks **Required Documents:** Audited Financial Statements; CA-Certified Turnover Statement with UDIN. Where audited statements for FY 2025–26 are unavailable, CA-certified provisional statements shall be accepted (subject to replacement by audited statements before Agreement execution).	**15**
TEC-3	Sector Experience — Lab Model at EIs	**Number of qualifying Lab Model engagements at Educational Institutions in the last five (5) years, each with a minimum of 1,000 students trained:** • 5 to 9 qualifying engagements: 5 marks • 10 to 15 qualifying engagements: 10 marks • 16 or more qualifying engagements: 15 marks **Required Documents:** Work Orders / Agreements / Completion Certificates / Client Letters confirming scope, student volume, and duration	**15**
TEC-4	OEM & Certification Partnerships	**Number of valid OEM authorization / partnership agreements with globally recognized Technology OEMs or Certification Bodies:** • 2 OEM partnerships: 5 marks • 3 to 4 OEM partnerships: 10 marks • 5 or more OEM partnerships: 15 marks **Required Documents:** OEM Authorization Letters / Partner Certificates, valid as on EOI submission date	**15**

TEC-5	Certified Trainer Pool	**Total pool of valid OEM-certified trainers on the Applicant's rolls and available for ASC deployment:** • 50 to 80 certified trainers: 3 marks • 81 to 150 certified trainers: 5 marks • More than 150 certified trainers: 10 marks **Required Documents:** Trainer list with OEM certification details; HR Head self-certification on company letterhead	**10**
TEC-6	Understanding, Approach & Methodology	**Sub-criterion 6A: Understanding of Assignment & Overall Approach — 15 marks** Clarity and depth of understanding of NSDC's ASC programme objectives, the national skills gap context, and the role of the Implementation Partner; proposed approach to operationalization, quality assurance, and scale. **Sub-criterion 6B: Proposed ASC Model & Infrastructure Plan — 15 marks** Proposed technology domains, laboratory configuration, number and type of labs, OEM integration plan, scalability strategy, co-investment commitment, and revenue-sharing model. **Sub-criterion 6C: Technical Presentation (10–15 slides) — 10 marks** NSDC reserves the right to invite Applicants for a presentation before the Technical Evaluation Committee in online or offline mode. Evaluation shall be based on the quality, coherence, and practical feasibility of the proposed model.	**40**
		TOTAL TECHNICAL MARKS	**100**

Note:

Minimum qualifying marks for technical evaluation: Only bidders securing 70 marks or above out of 100 in the technical evaluation will be considered technically qualified and may be shortlisted for further process.

Tie-Breaking Rule:
In the event of equal combined scores, the Applicant with the higher Technical Score shall be ranked higher. In the event of further equality, NSDC's decision shall be final.

SECTION IV: FORMS
(Documents Comprising Technical & Financial Proposal)

Form 1: Technical Proposal Submission Form

EOI No.:
EOI Title:

{Location, Date}

To: The Programme Head,

NSDC Academy, National Skill Development Corporation,

New Delhi

Subject: Submission of Technical Proposal in Response to EOI for Selection of Implementation Partners for Advanced Skilling Centres (ASCs)

Dear Sir:

We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposal No. *[Insert EOI Number]* dated *[Insert EOI Date]* and our Proposal.
"We are hereby submitting our Proposal {in case joint venture allowed in EOI then "Insert a list with full name and the legal address of each member, and indicate the lead member"}, which includes Technical Proposal and a Financial Proposal, submitted separately through the applicable procurement method"

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the client.
(b) Our Proposal shall be valid and remain binding upon us for the period of **180 days** after the last date of submission.
(c) If extension of proposal validity required, Our Proposals' validity will automatically extend for 180 days more without any change in the original Proposal submitted by us and is binding upon us.
(d) We have no conflict of interest in accordance with ITB 3.
(e) We meet the eligibility requirements as stated in ITB 5, and we confirm our understanding of our obligation to abide by the NSDC's policy regarding corrupt and fraudulent practices as per **Section V – Code of Integrity**.
(f) We, along with any of our sub-Bidders, subcontractors, suppliers, or service providers for any part of the selection, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.
(g) In competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988

(h) We undertake to negotiate a contract if required by client in accordance with ITB clause 26.
(i) Our Proposal is binding upon us and subject to any modifications.

We undertake, if our Proposal is accepted and the Contract is signed or Notice to proceed or PO is issued, to initiate the Services related to the assignment no later than the date indicated in the contract/letter/PO.
We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

____

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: __
Name of Bidder: ______

Address: _____
Contact information (phone and e-mail): ______

Form 2: Bidder Information Form

EOI No.:
EOI Title:

I. General Information

SN	Particulars	Details (Enclose supporting documents, wherever required)
1.	Name of the Bidder	
2.	Registered Address/ Correspondence Address (if different)	
3.	Concerned person's Name and Designation	
4.	Mobile no	
5.	Email ID	
6.	Website / URL	

II. Information as per Pre-Qualification Criteria to be furnished (Refer Section III):

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration	
2.	Legal Form of Entity (Company / LLP / Society / Trust)	
3.	Annual Turnover: 2025-26 (INR) 2024-25 (INR) 2023-24 (INR)	
4.	Net Worth (INR Crores) latest audited balance sheet	
5.	Technology Domains Covered (list all domains)	
6.	Number and Names of OEM / Certification Body Partnerships (attach authorization letters)	
7.	Number of qualifying Lab Model engagements at EIs in last 5 years	

8.	Total Students Trained across qualifying engagements	
9.	Total Number of OEM-Certified Trainers on rolls (attach list in form 3)	
10.	Non-Blacklisting / Non-Debarment Declaration (refer Form 8)	
11.	Other Declarations as required	

Form 3: Bidder Past Experience Form

EOI No.:
EOI Title:

1. **Relevant Experience — Lab Model Engagements at Educational Institutions**

Field	Assignment No. 1	Assignment No. 2
Name of Client / Host Institution		
Location (City & State)		
Name of Project / Engagement		
Year of Commencement		
Duration of Engagement		
Total Project / Contract Value (INR)		
Technology Domain / Scope of Training		
Number of Students Trained		
Number of Certifications Delivered		
Status (Completed / Ongoing)		
Client Contact Name & Email		

Note: Attach separate sheets for Assignment Nos. 3 and above, following the same format.

2. OEM & Certification Partnership Details

#	OEM / Certification Body	Type of Authorization	Technology Domains Covered	Validity Date
1				
2				
3				

4				
5				

From 4: Check List for Bidders

(To be submitted as part of Technical Proposal on bidder's" Letterhead)

EOI No.:
EOI Title:

Sr. No.	Documents to be Submitted duly filled, signed	Yes / No
1	I. Certificates of Registration/ Incorporation. II. GST registration certificate III. Copy of PAN card	
2	CA certificates with UDIN and Copy of the audited balance sheet	
3	Document asked in Section II & III	
4	Blacklisting Declaration	
5	Board Resolution /Power of Attorney copy	
6	Term of Reference (TOR) Declaration	
7	Conflict of Interest Declaration	
9	Technical Proposal Submission Form	
10	Bidder Information Form + other information	
11	Any other requirements, if stipulated in ITB; or if considered relevance by the consultant	

Form 5: CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, Campus Manager}
Name of Professional:	{Insert full name}
Date of Birth:	{day/month/year}

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

____

____

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references		Summary of activities performed relevant to the Assignment

OEM Certifications Held

{List all current, valid OEM certifications with the certifying body, certification title, and validity date}

____

Language Skills (indicate only languages in which you can work): ______________

____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Consultant will be involved)	

Consultant's contact information: (e-mail …………………., phone……………)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Name of Consultant Signature Date {day/month/year}

Form 6: Format for turnover and Financial Capability of Bidder

The annual turnover of M/S {insert name of the Bidder} for last three audited financial years are given below and certified that statement is true and correct:

Particulars/ Accounting Year (Immediate latest/last three years)	2023-24	2024-25	2025-26	Remark, if any
Turnover of the Firm				

Note: Attach certified copies of Annual Audited Balance Sheet and IT Returns Certificate for the past 3 years.

Signed by CA with UDIN /Statutory Auditors

(with seal & registration no.)

(Signature of Bidder) with SEAL

Form 7: Conflict of Interest Declaration Form

[Project Name]
Request for Proposal (EOI) No: [EOI Number]

To:
[Procuring Entity Name]
[Address]

In accordance with the provisions of the EOI and the applicable procurement policies, the undersigned hereby declares that:

1. The bidder has disclosed any actual, potential, or perceived conflicts of interest in relation to this procurement.
2. The bidder confirms that neither it nor any of its affiliates, subsidiaries, or representatives have any relationship with any employees, agents, consultants, or other parties involved in the evaluation or decision-making process that could be construed as a conflict of interest.
3. The bidder agrees to notify the Procuring Entity immediately if any conflict of interest arises during the procurement process or contract execution.

Details of Any Conflicts of Interest

If any actual, potential, or perceived conflicts of interest exist, please provide details below:

Name of Person(s) Involved	Nature of Relationship	Description of Conflict	Measures to Mitigate Conflict

If no conflicts of interest exist, please write "None".

I, the undersigned, certify that the information provided above is true and accurate to the best of my knowledge and belief.

Name:
Title:
Signature:
Date:

Note: Failure to disclose any conflict of interest may result in disqualification from this procurement.

Form 8: Declaration of Non-Debarment / Non-Blacklisting / Non-Suspension

To
[Procuring Authority Name]
[Department/Organization Name]
[Address]

Subject: Declaration of Non-Debarment / Non-Blacklisting / Non-Suspension

Dear Sir/Madam,

We, the undersigned, do hereby declare that:

1. We have not been debarred, blacklisted, or suspended by any Central Government, State Government, Government Department, Government Agency, Government-affiliated Agency, Public Sector Undertaking (PSU), or any Multilateral Agency at the time of submission of this bid.
2. There is no consistent history of court or arbitration decisions against us that adversely affect our ability to perform this contract.
3. We further declare that there are no ongoing high-value disputes or litigation/arbitration proceedings that may impact the execution of this project, should the contract be awarded to us.
4. The Company has no pending winding-up, insolvency, dissolution, or liquidation proceedings before any court, tribunal, or competent authority.
5. There are no criminal proceedings pending against the Company or any of its directors, promoters, or key managerial personnel that may impair the Company's capacity or integrity in fulfilling the ASC engagement.
6. The Company has not been terminated for cause from any contract with any government body, public authority, educational institution, or statutory entity in the preceding five (5) years.

We understand that any misrepresentation or concealment of facts in this declaration shall lead to immediate disqualification of our bid and may lead to termination of contract, if awarded, along with other legal actions as deemed appropriate by the Authority.

Signed:
Name:
Designation:
Company Name:
Address:
Seal of the Organization:
Date

Fin Form 1: Financial Proposal Submission Form

The Financial Proposal format shall be provided to shortlisted Applicants at the Request for Proposal (RFP) stage. Applicants are not required to submit a Financial Proposal at the EOI stage

SECTION V: FRAUD AND CORRUPT PRACTICES

It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, Bidders/suppliers/contractors/Bidders associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:

a. Proposal for award may be rejected, if it determines that the Bidder, recommended for award, and/or its employees, sub-contractors, sub-Bidder, sub- vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
b. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/Bidder and/or its employees, subcontractors/sub-Bidders, sub-vendors, agents for getting the Contract or during the execution of a Contract.
c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
d. For the purpose of above provision, the terms, "Corrupt Practice" and "Fraudulent Practice", mean following:

"**Corrupt practice**" means offering, giving, receiving, or soliciting anything of value to influence the action of NSDC's official(s) in the procurement process or in the contract execution; and

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

"Anti-competitive practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

"Coercive practice" means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

"Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

"Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

SECTION VI: TERMS OF REFERENCE

Engagement of Agency for Selection of Implementation Partners to Co-Invest, Establish, Operate & Manage Advanced Skilling Centers (ASC) at Higher Education Institutions (HEIs) across India

1. **Background & Context:**

1.1 About NSDC

1.1.1. The National Skill Development Corporation (NSDC) is a not-for-profit public limited company incorporated under Section 8 of the Companies Act, 2013, functioning under the aegis of the Ministry of Skill Development & Entrepreneurship (MSDE), Government of India. Established in 2009 as a unique Public-Private Partnership (PPP) model, NSDC's mandate is to bridge the skill gap in India by enabling scalable, high-quality, and industry-aligned training ecosystems that produce future-ready talent at scale.

1.1.2. NSDC operates as a strategic national catalyst — mobilising private sector investment, institutional partnerships, and technology-enabled delivery mechanisms to transform India's skills landscape. The Advanced Skilling Centers (ASC) initiative represents NSDC's flagship programme to build durable, technology-grade skills infrastructure directly within India's higher education ecosystem.

2. **The National Skills Challenge:**

2.1.1 India's higher education system enrolls over 40 million students annually, making it one of the largest in the world. However, multiple independent industry assessments have consistently highlighted that a significant proportion of graduates lack the applied, industry-specific technical competencies required for productive employment in emerging technology roles. The principal drivers of this structural gap include:

a) Exponential and rapidly accelerating demand for AI/ML, Data Science, Cloud Computing, Cybersecurity, and IoT professionals across sectors.
b) Widespread digital transformation across manufacturing, energy, financial services, healthcare, and government sectors — outpacing the capacity of existing curricula.
c) Strong industry preference for globally certified candidates validated through internationally recognized OEM credentials.
d) Critical shortage of state-of-the-art, OEM-certified laboratory infrastructure — particularly in Tier-2 and Tier-3 HEIs; and
e) Persistent structural disconnect between academic curricula and evolving industry competency frameworks.

2.1.2 Bridging this gap requires a systemic, scalable, and institutionally anchored intervention — one that embeds industry-grade technical education directly within the academic lifecycle of millions of students.

3. **The Advanced Skilling Centers Model:**

3.1.1 Advanced Skilling Centers (ASCs) are state-of-the-art, on-campus technology skilling hubs that integrate structured, future-technology training directly within the academic ecosystem of HEIs and EIs. The ASC model is designed to be simultaneously academically credible, commercially sustainable, and nationally scalable. Key features include:

a) Students earn 2–3 academic credits per semester alongside industry-recognized certifications — enabling dual outcomes: a degree and demonstrable employability.
b) Industry-grade, OEM-certified laboratories established within HEI premises, covering domains such as AI/ML, Data Science, Cloud Computing, Networking & Cybersecurity, IoT & Industrial Automation, AR/VR, EV Technology, and Semiconductor Design;
c) Globally recognized certifications from leading Technology OEMs, delivered as part of structured, multi-semester skilling pathways;
d) Progressive skill architecture: Foundation → Associate → Advanced — systematically building technical depth over the degree program duration;
e) Certifications delivered at significantly subsidized costs, democratizing access to premium technical education for students in Tier-2 and Tier-3 institutions.
f) NSDC co-invests in capital expenditure alongside the Implementation Partner under a structured, commercially viable revenue-sharing model; and
g) Full alignment with NEP 2020 credit framework provisions, enabling seamless academic integration.

4. Objectives of the Assignment:

4.1.1 The primary objective of this assignment is to select, engage, and retain qualified Implementation Partners who shall co-invest in, establish, operationalize, and sustainably manage Advanced Skilling Centers at identified HEIs and EIs across India. Specifically, the assignment shall:

a) Establish state-of-the-art, on-campus Advanced Skilling Centers equipped with industry-grade, OEM-certified laboratories at identified HEIs and EIs across India;
b) Deliver structured, multi-semester, globally recognized certification programs in emerging and future technology domains;
c) Integrate credit-linked skilling pathways within degree programs in full alignment with NEP 2020 provisions;
d) Democratize access to premium quality, internationally benchmarked technical education for students across Tier-2 and Tier-3 institutions;
e) Drive measurable, auditable outcomes in student certification completion, employability, placement, and industry engagement;
f) Create a self-sustaining, commercially viable model of campus-based future skills delivery without dependence on recurring public grant funding; and
g) Build a national network of 100 or more ASCs over a phased timeline, establishing a scalable National Skills Infrastructure Platform that serves India's long-term human capital development goals.

5. Scope of Work:

6.1.1 The Implementation Partner shall be responsible for the complete lifecycle management of each ASC assigned to it. The Scope of Work is structured across five operational phases, as detailed below.

Phase 1: Pre-Implementation

<u>1A Site Assessment & Institutional Engagement</u>

a) Conduct a comprehensive assessment of the identified HEI/EI site, including physical space adequacy, utilities (power supply, connectivity, HVAC), structural suitability, and safety compliance;

b) Prepare and submit a Site Assessment Report (SAR) to NSDC within thirty (30) days of Agreement execution;
c) Collaborate with the HEI/EI administration to demarcate and finalize dedicated ASC space (6,000–15,000 sq. ft. for HEIs; appropriately sized for EIs), to be provided rent-free by the Host Institution;
d) Facilitate the execution of the Bipartite Agreement between NSDC and the Host HEI/EI, and the back-to-back Agreement between NSDC and the Implementation Partner; and
e) Coordinate with HEI/EI academic and examination departments to formally integrate ASC programmes into the academic calendar and credit framework.

1 B Infrastructure Planning & Curriculum Design

a) Develop a detailed Infrastructure Planning Document (IPD) covering laboratory layout, equipment placement, network topology, electrical load calculations, and safety provisions;
b) Prepare and submit a Bill of Materials (BOM) for all hardware, software, laboratory equipment, and ancillary systems required at the center — for procurement by NSDC through approved channels; and
c) Design and develop curriculum and instructional content for each certification program, aligned with OEM standards, industry competency frameworks, and NEP 2020 credit provisions.

Phase 2: Infrastructure Setup & Commissioning

a) Install and commission all hardware equipment, licensed software, OEM laboratory setups, networking infrastructure, and ancillary systems — as procured by NSDC — within thirty (30) days of receipt of equipment at the HEI/EI campus;
b) Prepare and submit a comprehensive Asset Register to NSDC within fifteen (15) days of commissioning, containing specifications, serial numbers, purchase values, and asset locations; and
c) Deploy and configure the NSDC-approved Learning Management System (LMS), integrate it with NSDC's central platform, and implement biometric or digital attendance capture systems at the centre.

Phase 3: Training Operations & Delivery

a) Recruit, deploy, and manage a qualified, OEM-certified trainer pool; ensure a minimum of one OEM-certified trainer per technology laboratory at all times;
b) Maintain a minimum of seventy percent (70%) directly employed (in-house) trainers as a proportion of the total trainer workforce at each ASC at all times;
c) Deploy a dedicated Campus Manager (Key Expert K1) and Systems Administrator at each ASC location;
d) Deliver approved certification programmes comprising the specified contact hours per semester — encompassing theory, laboratory sessions, projects, and assessments — as per the approved curriculum;
e) Conduct regular formative assessments, laboratory evaluations, and project reviews throughout each semester;
f) Facilitate industry expert sessions, guest lectures, hackathons, and other experiential learning activities;
g) Register eligible students for global certification examinations with the relevant OEMs or Certification Bodies; and

h) Register all students on the NSDC Portal and issue co-branded NSDC certificates to all students completing training programmes, irrespective of the outcome of global certification examinations.

Phase 4: Technology, Data & Compliance

a) Update the NSDC Portal with complete, accurate, and timely data for all students enrolled, trained, assessed, certified, and placed — within the timelines specified by NSDC from time to time;
b) Submit monthly MIS reports covering student enrolment and attendance, batch progress, certification results, asset condition, and operational issues to NSDC by the 7th day of each calendar month;
c) Submit quarterly asset inspection reports and an annual financial utilisation report to NSDC within the timelines specified in Section F;
d) Maintain all records, registers, vouchers, contracts, and correspondence in an accessible format for audit at any time during the engagement period and for a period of seven (7) years thereafter;
e) Cooperate fully with all audits conducted by NSDC or any competent authority designated by NSDC; and
f) Report any significant operational incident, compliance risk, asset damage, or data breach to NSDC within forty-eight (48) hours of occurrence.

Phase 5: Sustainability, Industry Linkage & Continuous Improvement

a) Develop and maintain active industry partnerships for guest lectures, live project collaborations, internships, and placement support for ASC-trained students;
b) Facilitate placement assistance for a minimum agreed percentage of certified students per cohort, in accordance with targets specified in the Agreement;
c) Conduct periodic curriculum review (minimum once annually) and incorporate updates based on OEM certification framework revisions and evolving industry demand; and
d) Propose and implement continuous improvement measures to enhance student outcomes, certification pass rates, operational efficiency, and stakeholder satisfaction.

6. Minimum Team Structure & Qualification Requirements

The Implementation Partner shall deploy a dedicated, qualified team at each ASC location. The minimum team composition per ASC is as follows:

S.No.	Position	Count	Minimum Qualifications & Experience	Key Responsibilities
1	Campus Manager (Key Expert — K1)	1 per ASC	• Postgraduate in Management, Education, or relevant discipline • Minimum 5 years of experience in campus or institutional administration • Prior experience managing multi-stakeholder academic	• Overall ASC operations management • Liaison between HEI/EI, NSDC, and Implementation Partner • Programme delivery oversight and student experience • Financial compliance and MIS reporting

			programmes preferred	
2	OEM-Certified Trainer (Key Expert — K2)	Minimum 1 per lab (as per approved lab configuration)	• Graduate in Computer Science, IT, Electronics, or relevant stream • Current, valid domain-specific OEM certification mandatory • Minimum 2 years of OEM-certified training delivery experience preferred	• Domain-specific theory and laboratory instruction • Student assessment and progress evaluation • Certification examination preparation and coordination
3	Systems Administrator	1 per ASC	• B.Tech / MCA in Computer Science or Information Technology • Minimum 3 years of experience in IT systems and network administration • Familiarity with LMS platforms and biometric systems preferred	• LMS deployment, configuration, and uptime management • Biometric and digital attendance system management • Laboratory network and digital infrastructure maintenance

Note: The Implementation Partner may propose an enhanced team structure at any ASC location commensurate with the scale of operations. CVs of proposed Key Experts (K1 and K2) must be submitted as part of the Technical Proposal in the format specified at Form-5.

7. Roles & Responsibilities:

The following table delineates the distinct roles and responsibilities of each stakeholder in the ASC program. All stakeholders are expected to operate within their defined scope without encroachment on the functions of other parties.

NSDC (Strategic Enabler & Programme Owner)	Implementation Partner (IP)	Host HEI	Host EI
• Co-investment in CapEx per Agreement terms • Programme design, framework, and quality standards • HEI/EI identification, due diligence, and engagement	• Co-investment in CapEx per Agreement terms • End-to-end laboratory setup, commissioning, and maintenance • Deployment and day-to-day management of	• Dedicated rent-free space (6,000–15,000 sq. ft.) for ASC • Utilities: electricity, broadband connectivity, and facility maintenance	• Dedicated rent-free space (appropriately sized for the EI) • Utilities: electricity, broadband, and facility maintenance • Minimum student enrolment

• Approval of IPs, locations, infrastructure plans, and curricula • Procurement of laboratory equipment for ASC establishment • Invoice management and fee collection from HEIs/EIs • Disbursement of IP revenue share per Agreement • Periodic performance reviews and improvement directives • Financial and operational audit rights • NSDC branding and communication guidelines	qualified manpower • Full training delivery operations: scheduling, content, assessments, certifications • Operational expenditure: trainer remuneration, certifications, lab maintenance • Industry engagement, placement support, and internship facilitation • Compliance with all NSDC reporting requirements via NSDC Portal • Asset management, insurance, and safeguarding of IP-owned assets • Compliance with all applicable laws, regulations, and NSDC policies	• Minimum student enrolment commitment per semester (as agreed) • Programme fee collection from students and remittance to NSDC • Integration of ASC into academic calendar and credit framework • Safeguarding of ASC assets and campus premises • Administrative cooperation for student mobilisation and exam scheduling • Compliance with NSDC branding guidelines on campus	commitment per semester (as agreed) • Programme fee collection from students and remittance to NSDC • Integration of ASC into academic and co-curricular calendar • Safeguarding of ASC assets and campus premises • Administrative cooperation for student mobilisation and exam scheduling • Compliance with NSDC branding guidelines on campus

*** Host HEI:** Universities, autonomous colleges, and degree-granting institutions hosting an ASC.

**** Host EI:** Schools, polytechnics, and vocational institutions hosting an ASC.

8. Reporting Requirements

The Implementation Partner shall maintain a structured reporting discipline throughout the engagement period. All reports shall be submitted in the prescribed format on the NSDC Portal and by email to the designated NSDC Programme Manager.

Report Type	Frequency	Content	Submission To
MIS Report	Monthly (by 7th of each month)	Student enrolment numbers; attendance rates; batch progress and stage completion; certification results; placement and employment data; asset status; operational issues and resolutions	NSDC Programme Team
Asset & Infrastructure Report	Quarterly	Equipment inventory; condition assessment; damage or loss records; repair and maintenance status; capital expenditure utilisation against approved BOM	NSDC Programme Team

Incident Report	Within 48 hours of occurrence	Nature of incident (operational, compliance, safety, data, or asset-related); immediate actions taken; root cause analysis; corrective measures proposed	NSDC Programme Team (escalate to NSDC Management as warranted)
Annual Financial Utilisation Report	Annual (within 60 days of close of financial year)	Financial utilisation of NSDC-disbursed funds; revenue and expenditure statement for the ASC; revenue-sharing reconciliation for the financial year	NSDC Finance & Accounts
NSDC Portal Data Upload	Real-time / within specified SLA	All trained, assessed, certified, and placed candidate records — uploaded to the NSDC Portal within specified timelines	NSDC Portal (automated)

9. Governance & Audit Provisions

G.1 Programme Governance Structure

a) NSDC Board of Directors: Strategic oversight and review at quarterly board meetings;
b) NSDC Management Committee: Operational oversight, policy decisions, and partner performance review at monthly intervals;
c) NSDC Programme Team: Day-to-day monitoring, MIS analysis, field visits, compliance verification, and Implementation Partner coordination; and
d) Institutional Oversight Committee: HEI/EI-level governance including faculty representation, student feedback mechanisms, and academic integration oversight.

10. Audit Rights

a) NSDC reserves the right to conduct financial audits of all ASC-related accounts, transactions, and financial records at any time, with or without prior notice;
b) NSDC may conduct operational audits including physical inspection of laboratories, equipment registers, attendance records, LMS data, and student records;
c) NSDC shall have real-time read access to the LMS and all digital platforms deployed at the ASC;
d) NSDC may commission third-party audits by its internal auditors, designated agencies, or any competent authority; and
e) The Implementation Partner shall make available all documents, records, and access requested by NSDC or its designee within five (5) working days of any written request.

11. Performance Standards & Non-Performance Consequences

a) The Implementation Partner shall achieve and maintain the performance targets specified in the Agreement (covering enrolment, certification, attendance, and placement metrics);
b) Delay in ASC operationalization beyond thirty (30) days from the agreed commissioning date shall attract liquidated damages at the rate specified in the Agreement;
c) Failure to meet Agreement-specified performance outcomes for two (2) consecutive quarters shall trigger a mandatory Performance Improvement Plan (PIP), to be submitted within thirty (30) days; and
d) Persistent non-performance — defined as failure to meet PIP targets within ninety (90) days — may result in termination of the Implementation Partner's engagement at one or all ASC locations at NSDC's sole discretion.

12. Duration of Assignment

12.1.1 The engagement period for each ASC shall be seven (7) years from the Effective Date of the respective Agreement. The Implementation Partner's performance shall be reviewed annually and continuation for subsequent years shall be subject to satisfactory performance as assessed by NSDC against agreed key performance indicators.

13. Termination

13.1.1 NSDC may terminate the Agreement for cause — including material breach, persistent non-performance, or misrepresentation — after issuing a written notice and affording the Implementation Partner a thirty (30)-day cure period;

13.1.2 NSDC may terminate for convenience upon ninety (90) days' written notice; equitable compensation for work satisfactorily performed up to the termination date shall be determined in accordance with the Agreement; and

13.1.3 Either party may terminate the Agreement upon occurrence of a Force Majeure event continuing beyond thirty (30) consecutive days, subject to the Force Majeure provisions of the Agreement.

14. Transition

14.1.1. Upon termination or expiry of the Agreement, the Implementation Partner shall provide a full operational handover to NSDC or a designated incoming Implementation Partner within ninety (90) days;

14.1.2. All NSDC-owned assets (including laboratory equipment, LMS licenses procured by NSDC, and centre infrastructure) shall be returned to NSDC or redeployed at NSDC's sole discretion; and

14.1.3. Complete documentation, records, LMS data, student databases, and all operational files shall be transferred to NSDC within seven (7) business days of receipt of the termination or expiry notice.

15. Post Empanelment Process

15.1.1 After completion of the Technical Evaluation process as detailed in Section III of this EOI, only those Applicants who are declared Technically Qualified by securing the minimum qualifying technical score as prescribed shall be considered for Empanelment.

15.1.2 Meeting the Eligibility Criteria and securing minimum qualifying Technical Marks does not guarantee award of any project.

15.1.3 NSDC’s decision with respect to empanelment and subsequent project allocation shall be final and binding on all Applicants, and no correspondence or representation in this regard shall be entertained.

<u>SECTION VII: DRAFT AGREEMENT</u>

DRAFT AGREEMENT

BETWEEN

NATIONAL SKILL DEVELOPMENT CORPORATION

AND

[<Write name of selected Service Provider>]

This Agreement (“Agreement”) is made on [*Write date of signing of agreement*], between:

National Skill Development Corporation, a company incorporated under the Companies Act, 1956, and having its registered office at 5th & 6th Floor, Kaushal Bhawan, New Moti Bagh, New Delhi – 110023 (hereinafter referred to as “NSDC” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);

and

[…Write name of selected vendor……], a [*company/joint venture*-] incorporated under the [,,,,,,,,,,,,,,], and having its registered office at [,,,,write office of the bidder…….] (hereinafter referred to as “Service Provider” whose expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and successors-in-interest and permitted assigns).

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

WHEREAS

(A) NSDC is a non-profit company incorporated under the Companies Act, 1956 (“Act”) and has the license under section 25 of the said Act (corresponding to section 8 of the Companies Act 2013) and established as a public private partnership with the object of developing unskilled and semi-skilled labour force into productive and skilled labour and to establish, manage, run and support institutes and polytechnics for achieving this objective (“Business”).

(B) NSDC has through a Expression of Interest dated {DD-MM-YYYY}, (“EOI”) to be read along with corrigendum issued with the EOI, if any, has called for proposals/bids to provide services as enumerated in Schedule I (“Services") to this Agreement.

(C) The Services Provider submitted a bid response dated DD-MM-YYYY (“Bid Response”) pursuant to the EOI where the Services Provider has represented to NSDC that it is an experienced, and fully qualified and capable of providing the Services.

(D) Pursuant to the evaluation of the Bid Response by NSDC, NSDC has selected the Service Provider to provide the Services under this Agreement on such terms and conditions hereinbelow.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

1. Definition and Interpretation

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

a) "Agreement" means this Agreement and each of the Schedules, Purchase Order and other attachments that may be agreed by both the Parties in writing.

b) "Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

c) "Authority" shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country.

d) "Confidential Information" includes the contents of this Agreement and all content created pursuant to this Agreement. It also includes, with respect to NSDC and the Service Provider any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, technical data, developments, intellectual property, ideas, know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, either Party pursuant to this Agreement, but excluding information which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the receiving Party of any of the provisions of this Agreement and includes any tangible or intangible non-public information that is marked or otherwise designated as 'confidential', 'proprietary', 'restricted', or with a similar designation by the disclosing Party at the time of its disclosure to the receiving Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure.

e) "Deliverables" shall mean materials that are originated and / or prepared for NSDC by Service Provider (either independently or jointly with NSDC or third parties) and delivered / to be delivered to NSDC during the course of Service Provider's performance under this Agreement. Deliverables shall be comprised of Custom Components and/or Service Provider's material;

f) Force Majeure" means an act of God, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder, of the Party concerned during the continuance and to the extent of such prevention, interruption or hindrance.

g) "Intellectual Property" or "Intellectual Property Rights" shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case whether in relation to the Services or otherwise, and which exist, or may exist, in any jurisdiction anywhere in the World.

h) "Order" shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Authority.

i) Purchase Order means the document issued by NSDC to the Service Provider that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of NSDC and the Service Provider, and expected results and deliverables of the respective assignment / project.

1.2. Interpretation

a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.

b) Terms may be defined in clause 1 above, or elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

c) Reference to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be.

d) References to the singular will include the plural

e) References to the word "include" shall be construed without limitation.

2. Appointment of Service Provider

2.1. NSDC hereby engages the Service Provider on non exclusive basis to provide the Services as stated in Schedule I, in accordance with this Agreement. The Service Provider, in consideration for the payment as stated in Schedule II, hereby accepts the engagement.

2.2. During the Term of this Agreement, Service Provider shall keep NSDC informed about any material change (internal or external) which may impact the Service Provider's obligation in any manner.

2.3. It is hereby clarified that the Service Provider shall be considered as finally engaged to provide the Services under this Agreement only upon receipt of the electronic performance security by NSDC in accordance with other terms of this Agreement.

2.4. Further, for avoidance of doubt, the Service Provider and all its employees, sub-contractor or any associated persons as the case may be, shall never be deemed to be employee(s), sub-contractor(s), agent(s), partner(s) etc. of NSDC for any purpose whatsoever.

2.5. Sub-Contracting

2.5.1 The Service Provider shall not sub-contract without the prior written approval of NSDC. Provided that the Service Provider unequivocally agrees that any approved sub-contractor will be required to execute a written agreement with the Service Provider which shall extend all relevant obligations of the Service Provider under this Agreement to the sub-contractor. However, at all times, the Service Provider shall also remain completely responsible for ensuring the satisfactory performance of all subcontracted services.

2.5.2 Notwithstanding any such appointment of sub-contractor, the Service Provider shall remain completely liable and retain overall responsibility and liability towards performance of obligations under this Agreement and shall at all times be liable and responsible for all acts and omissions of its sub-contractor(s).

3. Consideration and Payment Terms

3.1. For all the services rendered in accordance with the terms of this Agreement, the Service Provider shall be paid by NSDC in accordance with Schedule-II.

3.2. Unless otherwise mentioned, for all services rendered, the Service Provider shall be entirely responsible for all applicable taxes, duties, license fees, etc.

3.3. The Service Provider shall send an invoice to NSDC for payment in accordance with Schedule II. Such invoice shall be accompanied by all relevant supporting documents substantiating/ demonstrating completion of the Services.

3.4. No payment made by the NSDC herein shall be deemed to constitute acceptance by NSDC of the Services or any part(s) thereof. All invoice payments shall be subject to confirmation from NSDC project head regarding the satisfactory completion of Services. In the event that NSDC disputes any invoice raised by the Service Provider, NSDC shall pay the undisputed portion thereof as per the terms of this Agreement and shall notify to the Service Provider of the dispute / reasons for non-payment for the disputed portion of the invoice. Any disputed invoice shall only be paid after resolution of the dispute relating to such invoice in accordance with the procedure set out in Clause 17.

3.5. NSDC will have the right to audit books and records of Service Provider for the purpose of verifying: (a) the proper performance by Service Provider of its obligations under this Agreement; and (b) the amounts and costs payable by or to be paid by NSDC. NSDC may, on reasonable notice, conduct an audit of books and records of Service Provider by authorized representatives of its own, or by any public accounting firm selected by NSDC, during normal business hours at any reasonable time or times during the term of this Agreement and within a period of seven (7) years thereafter.

4. SERVICE PROVIDER'S RESPONSIBILITIES

4.1. The Service Provider shall execute and complete the Services with due care and diligence, and in such manner as may be required and specified under this Agreement.

4.2. The Service Provider confirms that it has entered into this Agreement on the basis of a proper examination of the data and information provided by NSDC. The Service Provider acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the obligations in relation to the Services contemplated herein.

4.3. The Service Provider shall acquire in its name all applicable Approvals required for the performance of its obligations under this Agreement and comply with terms and conditions thereof while execution of its obligations.

4.4. The Service Provider unequivocally undertakes to comply with all applicable laws in force including but not limited to the provisions of the Digital Personal Data Protection Act, 2023. The Service Provider shall indemnify and hold harmless NSDC from and against any and all liabilities, damages, claims, fines, penalties, expenses etc. of whatever nature arising or resulting from the violation of such applicable laws by the Service Provider or its personnel, including the sub-contractor(s) and their personnel.

4.5. The Service Provider shall:

(i) diligently carry out the Services in an ethical manner and in good faith;

(ii) comply with the NSDC's requirements relating to the Services;

(iii) not do anything during its dealings with any third party in relation to this Agreement, which may adversely affect or injure the goodwill of NSDC and/or bring NSDC disrepute;

(iv) not make any untrue or misleading statement in relation to NSDC at any time in terms of this Agreement;

(v) adhere to specific delivery timelines of NSDC and ensure that its performance meet the specifications/ requirements as specified in the agreed scope of work.

4.6. The Service Provider agrees that Service Provider shall be solely liable to NSDC for any loss that NSDC may suffer as a result of any act or omission, breach of this Agreement, theft, fraud, breach of confidentiality or other criminal act of the Service Provider or any of its employees, workers, sub-contractor(s) or personnel whatsoever. Further, Service Provider shall be responsible for all compliances related to its employees, sub-contractor(s) and their employees.

4.7. The Service Provider shall execute all such separate mutually agreed agreements such as the confidentiality and non-disclosure contract etc. which may be required by NSDC in pursuance of this Agreement.

4.8. The Service Provider agrees to be bound by the terms & conditions of the EOI which by their very nature, would apply to Service Provider for providing the Services under this Agreement, and which forms an integral part of this Agreement. Further, unless specified otherwise, in case of any inconsistency between the provision(s) of this Agreement and terms & conditions of the EOI , the provision(s) of this Agreement shall prevail.

5. Term

Notwithstanding the date hereof, this Agreement shall commence on the []("Effective Date") and shall be valid for a period of three (3) years (initial one (1) year contract, extendable annually for two (2) additional years and shall come to an end on []. The term can be extended or reduced depending upon performance of the service provider and requirement of NSDC.

6. Termination

6.1. NSDC may terminate this Agreement immediately in the event that:

a) Service Provider has committed a breach of any of the terms and conditions, the covenants, representations and warranties or obligations stipulated in this Agreement which cannot be remedied.

b) Service Provider fails to provide the Services or has underperformed in providing the Services under this Agreement.

c) Any information given by the Service Provider is incorrect or misleading, or a representation, warranty, undertaking or statement made hereunder is incorrect or misleading in any respect;

d) Service Provider has committed a material or repeated breach of any of its obligations hereunder and has failed to remedy such breach (if the same is capable of remedy) within thirty (30) days of being required by written notice so to do;

e) Service Provider goes into liquidation or bankruptcy (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that Service Provider's assets or if the Service Provider enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that Service Provider or any similar occurrence under any jurisdiction affects that Service Provider; or

f) Service Provider ceases or threatens to cease to carry on business or is removed from the relevant register of companies, where applicable.

6.2. NSDC may terminate this Agreement, without assigning any reason by giving written notice of 30 (thirty) days.

6.3. NSDC may terminate this Agreement immediately if NSDC determines that the Service Provider and/or its employees, sub-contractors, sub-consultant, sub- vendors, agents have engaged in Corrupt or Fraudulent practices in executing this Agreement. The terms "corrupt" and "fraudulent" are defined in Schedule III to this Agreement.

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

6.5. This Agreement may also be terminated prior to the completion of its term by the mutual consent of both the Parties in writing.

7. Consequences of Expiry / Termination

7.1. Upon termination or expiry of this Agreement, any rights or authority granted by NSDC to the Service Provider under this Agreement shall terminate with immediate effect.

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

7.3. Upon termination or expiry of this Agreement, NSDC shall pay Service Provider for all Services rendered validly and in accordance with the terms of this Agreement, including a pro rata portion for Deliverables in progress prior to the date of termination in accordance with Schedule II.

7.4. The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced in any manner.

7.5. Upon termination of the Agreement by NSDC, the Service Provider shall provide all necessary support in handing over the project to new incumbent identified by NSDC, handover all relevant documentations like installation documents, any other document prepared as part of the project, provide team support during the handover period and ensure a seamless and smooth transition. The project transfer completion certificate will be provided to the Service Provider only after receiving sign-off from the new incumbent.

8. Service Provider's Representation and Warranties

The Service Provider represents and warrants that:

8.1. It validly exists under Laws, and has the power and authority to carry on its business in India, and provide the Services under this Agreement;

8.2. It has the power to enter into this Agreement and comply with its obligations under the Agreement;

8.3. It has full capacity and all Approvals, necessary permissions, consents and licences to enter into and to perform its obligations under this Agreement to provide the Services;

8.4. The execution of this Agreement by the Service Provider does not contravene the provisions of any applicable law or regulation or agreement or document to which it may be or may have been a party;

8.5. The Service Provider shall not, in rendering of its obligations under this Agreement utilise any development, innovation, improvement or trade secret in which it does not have a proprietary interest, or other necessary rights for such utilisation.

8.6. Upon execution of this Agreement by the Service Provider, this Agreement shall be legally binding on the Service Provider and shall be legally enforceable against it.

8.7. The Service Provider or any of its partner, employee or sub-contractor involved in the provision of Services under this Agreement, have not been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, or is subject to any government/ legal investigation for such offences.

8.8. This Agreement is being executed by a duly authorised representative of the Service Provider.

8.9. The Service Provider shall comply with all applicable laws and regulations governing the rendering of Services and shall maintain and keep up-to-date any registration with regulatory bodies and authorities required to render the Services under this Agreement and provide proof of such approvals and registrations to NSDC as and when required by NSDC.

8.10. The Service Provider warrants that its Services will be performed in a good and diligent manner. The Service Provider agrees to re-perform any Services not in compliance with this warranty brought to its attention by NSDC. Additionally, Service Provider warrants that its Deliverables are original content and shall conform to their relevant specifications. Service Provider agrees to correct any such Deliverables not in compliance with this warranty brought to its attention by NSDC.

9. Performance Guarantee:

9.1. Within 10 working days from the signing of the Agreement by both the Parties, the Service Provider shall furnish to NSDC the electronic performance security (5% of Agreement value) of Rupees [ ] only (INR []). The electronic performance security shall be denominated in Indian Rupees and shall be in the form of an unconditional bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the NSDC, in the format provided by the NSDC (may refer Schedule-V).

9.2. In the event NSDC terminates this Agreement in accordance with any provision of sub-clause 6.1 and 6.3 of the Agreement, NSDC shall forfeit and encash the electronic performance security submitted by the Service Provider.

9.3. The electronic performance security, unless encashed will be returned to the Service Provider not later than 90 days post expiry / termination of Agreement.

10. Personnel

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

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

10.3. NSDC shall have the right to interview any of the Key Experts engaged by the Service Provider to ensure they are duly qualified to provision the Services.

10.4. In the event that any of the Key Experts resign or cease to provide their services due to reasons beyond the control of the Service Provider, the Service Provider shall immediately replace such Key Experts, with equally competent resources, and ensure that a complete knowledge transfer, and all other processes required to maintain business continuity.

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

10.6. Substitution of Key Experts

i. If any of the Key Experts become unavailable, the Service Provider shall provide a written adequate justification and evidence satisfactory to NSDC together with the substitution request. In such case, a replaced Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.

ii. Service Provider cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical in capacity death or any other unanticipated circumstances from the project start date unless there is written approval of the VP- IT & Digital, NSDC.

iii. The Key Experts have to be full-time on this project and at the location mentioned as per the terms and conditions of the Agreement . This clause is non-negotiable and penalties to an extent of 50% of the fee for the Key Expert may be levied for the entire balance period of the Agreement for such change request, unless an acceptable replacement is provided within 15 days of such change request. For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by VP- IT & Digital, NSDC.

iv. If NSDC finds that any of the personnel have committed serious misconduct or have been charged with having committed a criminal action, or have reasonably caused to be dissatisfied with the performance of any of the personnel, then the Service Provider shall, at the NSDC’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the NSDC.

v. If the Service Provider fails to provide a replacement of any Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to NSDC, such proposal will be rejected.

vi. Sub-Contracting

a. Sub-Contracting of Key Experts is not allowed, and all the resources should be on the payroll of the Technical Consultant.

b. Service Provider to provide a Self-Certificate from its Head – HR or Authorized Signatory that the resources deployed on the Project is on the Payroll of the Technical Consultant, at the start of the project. This Certificate needs to be provided annually.

11. Compliance with Laws

The Service Provider shall at all times during his performance of the Services under this Agreement comply with all the applicable laws and shall be solely liable for any non-compliance with such applicable laws and shall at all times indemnify and hold NSDC, its employees, directors harmless and indemnified against any liabilities arising out of any non-compliance of the applicable laws by the Service Provider.

12. Intellectual Property Rights

12.1. The Service Provider agrees not to use or misuse or register as the owner, licensee, or cause to be registered, nor assist any other person or entity in misusing or in registering as the owner or causing to be registered, in any part of the world, any trademark, trade name, service mark, copyrights, insignias, symbols, know-how, trade dress, slogans and logos, photographs and images currently used and to be used in the future (including emblems, services and rights in the distinctive design and signs, or combinations thereof) and all similar proprietary rights belonging to NSDC or associated with NSDC's work / Services ("Intellectual Property").

12.2. Service Provider understands that the data and information are collected and compiled for NSDC in order to meet its business requirements. The information collected for this assignment as well as provided by Service Provider to NSDC are the sole and absolute property of NSDC. Service Provider understands and appreciates that the formats prepared and the data submitted by Service Provider to NSDC therefore constitute trade secrets. Service Provider therefore understands and acknowledges that the property including formats, data and information collected by its personnel in terms hereof are the sole and absolute property of NSDC.

12.3. Service Provider hereby agrees and undertakes that it has no interest whatsoever in the information collected by it and the formats created and shall not use the same for any purposes whatsoever other than as set out in this Agreement.

12.4. The Service Provider hereby represents and warrants that none of its activity, software, documentation etc. used under this Agreement and / or provided to NSDC does or will infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights for NSDC to own or exercise all Intellectual Property Rights as provided in this Agreement. The Service Provider further represents and warrants that it has secured / shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for providing Services.

12.5. Service Provider, subject to Clause 12.6 below and to any restrictions applicable to any third-party materials embodied in the Deliverables, hereby grants to NSDC a perpetual and exclusive rights to use, copy and prepare derivative works of the Deliverables, for purposes of publication and / or

NSDC's internal business (which includes any business associated with any Ministry of India) only. All other intellectual property rights in the Deliverables shall remain with and/or are assigned to NSDC.

12.6. NSDC shall have or obtain no rights in any Service Provider Knowledge Base other than (a) to use the same on a non exclusive and non transferable basis and otherwise as authorized by Service Provider, (b) to the extent the Service Provider Knowledge Base is incorporated into a Deliverable, to use it on a non exclusive and non transferable basis as part of the Deliverable for purposes of NSDC's internal business objective (which includes any business associated with any Ministry of India), or (c) pursuant to Service Provider 's standard licence for such Service Provider Knowledge Base or, in the case of Service Provider Knowledge Base owned by third parties, pursuant to terms acceptable to the applicable third party and as intimated to NSDC by Service Provider. If any Service Provider Knowledge Base is made available to NSDC under (a) above, it will be made available in an "AS IS" condition and without express or implied warranties of any kind; and any Service Provider Knowledge Base made available under (c) above shall be subject only to applicable terms of the applicable licence.

12.7. The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to achieve the objectives of this Clause 12.

12.8. Service Provider shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques (which does not contain any information, data, input etc. of the Services or any reference of this) that are acquired or used in the course of providing the Services.

12.9. This Clause 12 shall survive the termination or expiry of this Agreement.

13. Indemnification

13.1. Without limiting any other rights which NSDC may have under this Agreement and under law, the Service Provider shall indemnify, defend, hold harmless and keep indemnified NSDC, its associates, partners or its directors or its employees from and against any claim or loss including without limitation, fines, penalties, fees, damage, costs (including legal fees and expenses) liability (whether criminal or civil) suffered and/or incurred by NSDC, its affiliates or its directors or its employees arising from or in connection with the performance of the Services by the Service Provider under this Agreement or due to any breach of the terms and condition of this Agreement including any covenants, obligations and representations and warranties of the Service Provider, or with any applicable laws and regulations governing the performance of the Services by the Service Provider under this Agreement. The provisions of this Clause 13 shall survive the termination or expiry of this Agreement.

14. Limitation of Liability

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

14.2. Notwithstanding anything contained in this Agreement, the aggregate liability of the Service Provider under this Agreement shall not exceed the total amount payable (whether paid or not) to the Service Provider under this Agreement.

14.3. The above limitations of liability and exclusions from liability set forth in this Clause 14 shall not apply (i) in cases of gross negligence or wilful misconduct; or (ii) to any liability arising our of fraudulent conduct or (iii) to statutory liability.

15. Use of Confidential Information

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

15.2. The Service Provider agrees and undertakes not to disclose or disseminate (or cause to be disclosed or disseminated), whether directly or indirectly, Confidential Information to any third party, without the express prior written authorization by NSDC. Without prejudice to the generality of the foregoing, it is understood that Confidential Information may be disclosed by the Service Provider only for the purpose of complying with its contractual obligations under this Agreement. In any event, the Service Provider shall ensure that any person to whom Confidential Information is communicated by the Service Provider, must abide by the terms of this Clause 15 as if they were themselves a party to it.

15.3. Notwithstanding the foregoing, the Service Provider may disclose Confidential Information, while safeguarding to the greatest extent possible the confidential nature of the Confidential Information, to its legal advisors, tax consultants and accountants or other member firms of Service Provider or Service Provider's information technology vendors for the purpose of performance of its obligations under this Agreement only and not for any other purpose or for carrying out internal, support, administrative, support, financial purposes, risk management or other quality checks for the Service Provider after obtaining prior written permission from NSDC.

15.4. The Service Provider undertakes not to use (and to take reasonable efforts to cause any person to whom it has communicated Confidential Information not to use) Confidential Information, except in accordance with this Agreement. More generally, nothing in this Agreement related to the disclosure of Confidential Information shall be interpreted as a licence, implicit or explicit, to use the Confidential Information in any manner other than as contemplated herein or, more generally, for the purpose for which it was disclosed.

15.5. The Service Provider shall, in particular, take all reasonable measures, which are appropriate to safeguard the Confidential Information. The Service Provider shall immediately inform NSDC in writing of any unauthorized use or disclosure of Confidential Information of which it may become aware and it shall assist NSDC in ending such unauthorized use or disclosure.

15.6. All Confidential Information (including, but not limited to, documents, drawings, sketches and electronic or magnetic recordings and e-mail communications) on which Confidential Information appears or is recorded shall remain the NSDC's property. Accordingly, except for the purpose of sharing Confidential Information with persons to whom disclosure is permitted, the Service Provider unequivocally undertakes not to make any copies of Confidential Information without the NSDC's prior written consent and it shall immediately, at NSDC's first request (i) return to NSDC or destroy all copies of such Confidential Information it may be holding; and (ii) confirm in writing to NSDC that any such media containing Confidential Information in any form has been returned to NSDC or completely destroyed so that the Confidential Information is no longer readily recoverable. Provided however, that the Service Provider may retain such copies of such Confidential Information that may be required by it for its legal and regulatory purposes.

15.7. At NSDC's request, the Service Provider shall provide NSDC with a detailed list of any person(s) to whom Confidential Information has been disclosed/ communicated by it.

15.8. It is understood that Confidential Information shall not include any information which:

(i) has entered the public domain prior to its disclosure or subsequently, provided in the latter case that such entry was not due to the Service Provider's action or inaction, or due to the action or inaction of any third party to whom it may have communicated Confidential Information;

(ii) was received from a third party in a lawful and unrestricted manner without violation of the terms hereof or of the terms of a similar agreement; and

(iii) was known to the Service Provider at the time of its disclosure, the burden of proof in such case being placed on the Service Provider.

15.9. In the event the Service Provider is required, under any law or by a court order, to disclose any Confidential Information, it may make only such disclosure while safeguarding to the greatest extent possible the confidential nature of the Confidential Information that would satisfy the requirement of such law or such court order, as the case may be, and nothing more. It is further agreed that before making any such disclosure, the Service Provider shall consult NSDC to the extent legally permissible and reasonably practicable in the circumstances.

15.10. The Service Provider recognizes that the protection of Confidential Information is essential to NSDC and that any unauthorized disclosure of Confidential Information is likely to cause NSDC significant harm and prejudice. Accordingly, without prejudice to any other recourse available to NSDC (including injunctive or interlocutory relief), the Service Provider acknowledges, agrees and undertakes that in the event of a breach of any terms of this Clause 15 caused by it or any third party to whom such Confidential Information has been disclosed, the Service Provider shall hold NSDC harmless and fully indemnified which NSDC may have suffered as a result of such disclosure.

15.11. The Service Provider shall comply with all applicable laws in force including laws relating to privacy and data protection.

15.12. The provisions of this Clause 15 shall survive the expiry or termination of this Agreement.

16. Force Majeure

16.1. Neither party will be liable for any loss or damage resulting from delay or failure to perform any of its contractual obligations within the time specified as a result of causes beyond its control ("Force Majeure"). Force Majeure may include, by way of example but not limitation, those circumstances beyond the control of the affected party such as acts of God, the public enemy, acts of government, or any department or agency thereof, as well as fire, flood, earthquakes, pandemic, epidemics, quarantines, riots, wars, civil insurrections, freight embargoes, labour disputes, localized conflicts, accidents, and unusually severe weather.

16.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure provided the affected party informs the other party about such Force Majeure event immediately but not later than 7 days of its occurrence, and the date of performance of the work will be extended for a period of time equal to the impact of the delay on the schedule. When a Force Majeure occurs, the affected party shall notify the other party in writing of the existence of the Force Majeure (the "Force Majeure Notice"), and both parties will attempt to mitigate the effect of the Force Majeure as much as possible. If such Force Majeure shall continue for more than 30 (thirty) days from the date of the Force Majeure Notice, both parties shall have the right, upon written notice to the other party, to terminate this Agreement.

16.3. The above is without prejudice to the rights already accrued to the parties as a result of their performance or failure to perform, either in whole or in part pursuant to their obligations under the Agreement, prior to the occurrence of events of Force Majeure.

16.4. NSDC shall not have any obligation to make any further payments to the Service Provider under this Agreement in the event of a Force Majeure except for Services already rendered under this Agreement.

17. Governing Law, Dispute Resolution and Jurisdiction

17.1. All or any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Agreement or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, that cannot be amicably resolved by mutual discussion within 30 (thirty) calendar days, shall be settled as per the provisions of the Arbitration and Conciliation Act, 1996 which shall be final and binding arbitration. The proceedings of the arbitration shall be in accordance with the Rules of Arbitration of the Indian Dispute Resolution Centre ("IDRC") which rules are deemed to be incorporated by reference in this clause and the award made in pursuance thereof shall be binding on the Parties.

17.2. During the pendency of any dispute resolution exercise whether by negotiations or otherwise, the Parties shall be bound by the terms of this Agreement and shall continue to perform their respective obligations not under dispute under this Agreement.

17.3. This Agreement shall be governed by and construed in accordance with the laws of India.

17.4. Subject to Clause 17.1, all disputes arising from this Agreement between the Parties shall be subject to the jurisdiction of the Courts at Delhi/New Delhi only.

18. COMPLIANCE WITH ANTI-CORRUPTION LAWS

18.1 The Service Provider represents and warrants that it is familiar with the anti-corruption laws in India including but not limited to the Prevention of Corruption Act, 1988 ("PCA"), Indian Penal Code, 1860 ("IPC") and any other anti-corruption laws and their respective purposes, including its prohibition against bribery, corrupt payment, offer, promise, or authorization of any payment or transfer of anything of value, directly or indirectly, to any government official or employee (including employees of government-owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office.

18.2 The Service Provider irrevocably, unequivocally and explicitly undertakes, assures and agrees to:

(i)observe the highest standards of ethics during rendering of the Services and undertakes to take all measures necessary to prevent “corrupt practices” at all times during the discharge of its obligations under this Agreement;

“corrupt practices” shall mean and include, but not be limited to, offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the rendering of the Services, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any governmental official, etc.;

(ii)neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from NSDC to a public official or any person in violation of any applicable laws relating to anti-corruption or anti-bribery;

(iii)comply with all the applicable laws of India relating to anti-corruption or anti-bribery, including but not limited to PCA and IPC.

18.3 It is explicitly agreed, acknowledged and undertaken by the Service Provider that it is an independent Service Provider fully and solely responsible for its own actions and is not, and shall not hold itself out as, an employee, agent, partner or joint venture party of or with, or attorney of NSDC. The Service Provider undertakes that it shall not make or sign or purport to make or sign any contracts or other instruments in the name of NSDC, make any commitment for the account of, assume or create express or implied obligations of any kind on behalf of, or in any respect bind NSDC. In no event shall NSDC be held liable or accountable for any obligations incurred by the Service Provider due to a breach of this clause 18.3 by the Service Provider.

18.4 The Service Provider undertakes and agrees, at all times, to comply with all legal, fiscal and commercial obligations, which are required of the Service Provider in its capacity as an independent Service Provider.

18.5 The Service Provider shall indemnify and hold harmless NSDC for the amount of any actual loss which may be suffered by NSDC and any penalty imposed on NSDC by the competent authorities as a result of Service Provider's breach of the anti-corruption laws under Clause 18 hereof.

18.6 The Service Provider explicitly and irrevocably agrees that NSDC shall have the absolute right to immediately terminate this Agreement without incurring any liability, on Service Provider's breach of any provision of this Clause 18.

19. INFORMATION SECURITY, COMPLIANCE AND OTHER OBLIGATIONS OF SERVICE PROVIDER

NSDC, in its sole discretion and at the request of Service Provider, may provide access of its Information Technology assets, information etc. e.g. e-mail (hereinafter collectively referred to as “NSDC’s Information”) to Service Provider. In addition to Service Provider’s obligations provided elsewhere under this Agreement and any Applicable Law, Service Provider agrees and undertakes to comply the following obligations:

19.1 Process for authorization and removal of authorization for use of NSDC’s information and related assets:

(1) Service Provider shall remove its personnel's authorization to access NSDC’s Information and related assets upon such personnel's termination of employment, resignation, or other separation from service with Service Provider. Service Provider shall also inform NSDC within 3 days about such terminations/change of employment. Service Provider shall also remove its personnel's authorization if the personnel is found to have violated Service Provider' confidentiality or security policies.

(2) Service Provider shall take all necessary steps to ensure that upon termination/resignation/separation etc. of its personnel, such personnel's access to NSDC's Information and related assets is terminated, including but not limited to:

i) Disabling the personnel's login credentials.

ii) Deleting the personnel's access permissions.

iii) Returning any physical media and information asset containing NSDC's Information to Service Provider.

(3) Service Provider shall be liable to NSDC for any damages caused by the its failure to remove its personnel's authorization to access NSDC's Information and related assets in accordance with this clause.

(4) In case electronic communication medium is provided to Service Provider by NSDC, Service Provider agrees and undertakes to adhere to NSDC's electronic communication usage policy.

19.2 Training and awareness requirement related to information security

(1) Service Provider shall provide all of its employees who have access to the NSDC's Information with training and awareness on information security. The training shall be provided at least once per year, and more frequently as needed.

(2) NSDC may terminate the Agreement if Service Provider fails to provide training and awareness on information security to its employees. NSDC may also seek damages from Service Provider for any losses caused by the Service Provider' failure to provide training and awareness on information security.

19.3 Assigning a point of contact by Service Provider who will notify NSDC in case of any security incidents/breach.

Service Provider shall designate a point of contact (POC) who will be responsible for notifying NSDC of any security incidents or breaches. The POC shall be available 24/7 and should be able to communicate with NSDC in a timely manner.

19.4 Background Verification Checks regarding Service Provider users-

(1) Background Verification Checks – Service Provider shall conduct background verification checks on all its personnel who will have access to NSDC's Information and related assets. The background verification checks should include, but not be limited to, the following:

(a) Criminal background check.

(b) Employment verification.

(c) Education verification.

The cost of the background verification checks shall be borne by Service Provider.

(2) Results of Background Verification Checks- The results of the background verification checks shall be made available to NSDC. NSDC shall have the right to refuse to authorize access to NSDC's Information and related assets to any Service Provider' personnel whose background verification check results are not satisfactory to NSDC.

(3) Effect of Refusal to Authorize Access - If NSDC refuses to authorize access to NSDC's Information and related assets to a user of Service Provider, Service Provider shall immediately remove the user's authorization to access such information and assets.

19.5 BCP Plan

Business Continuity Plan: Service Provider shall have a business continuity plan in place in the event of a disaster or other event that disrupts the Service Provider's ability to provide services to NSDC. The business continuity plan should include provisions for the restoration of services to NSDC in a timely manner.

19.6 Right to Audit

NSDC shall have the right to conduct Audit on Service Provider' compliance with the terms and conditions of this Agreement.

19.7 Penalties

If Service Provider breaches any of the terms and conditions set forth in this Agreement, Service Provider shall be liable for a penalty as levied by NSDC which shall not be less than the amount of loss, fine, penalty, liability etc. suffered by NSDC and / or the aggregate of the amounts provided in one or more applicable laws.

20. Miscellaneous

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

20.2. No Benefits: Since the Service Provider is being appointed by NSDC to perform the Services under this Agreement as an independent Service Provider and not as an employee of NSDC, no benefits as applicable to the employees of NSDC under the policies of NSDC or applicable labour laws or applicable shops and establishment act or any other applicable employment related law(s) shall be available to the Service Provider or to its employees, and the Service Provider hereby agrees and undertakes not to claim such employment benefits from NSDC. Owing to the nature of the engagement, the Service Provider unequivocally and unambiguously agrees, acknowledges and undertakes that it shall have no claim for employment related benefits against NSDC for vacation, vacation pay, sick leave, retirement benefits, workmen's compensation, health and disability benefits or employee benefits of any kind.

20.3. Assignment:

(a) The Service Provider shall not, without the express prior written consent of NSDC, assign to any third party, the Agreement or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

(b) NSDC shall be entitled to assign the Agreement or any part thereof, or any right, benefit or interest therein or there under, to any third party without the prior written consent of the Service Provider. Upon such assignment, the Service Provider shall fulfil and perform all its obligations to such assignee, in accordance with the terms and conditions of this Agreement, as if such assignee were NSDC herein and shall execute all documents required in this behalf by NSDC.

20.4. Amendments: The terms and condition of this Agreement shall not be changed or modified except by written amendment mutually agreed between NSDC and the Service Provider.

20.5. Waiver: The failure of either NSDC or the Service Provider to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of NSDC and the Service Provider hereto. NSDC and the Service Provider acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by each of NSDC and the Service Provider, as the case may be, hereto.

20.6. Delays or Omissions: No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach of default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.

20.7. Relationship:

(a) Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal - agent or an employer-employee relationship between the Parties. The Service Provider shall always remain an independent Service Provider during the term of this Agreement and shall always solely remain liable to NSDC or any third party for all its acts and omissions to act during the course of providing the Services under this Agreement. The Service Provider is an independent Service Provider and nothing in this Agreement should be construed as constituting an employment relationship between the Service Provider and NSDC. The Service Provider unequivocally, unambiguously, irrevocably and explicitly acknowledges that this Agreement is not subject to any employment law(s) or related statute(s). This sub-clause 20.7(a) shall survive the termination or expiry of this Agreement.

(b) The Service Provides acknowledges and accepts that this is a non-exclusive agreement and NSDC reserves the right to carry out or cause to be carried out the Services at any time and at its sole discretion using any other source.

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

To NSDC:

5th & 6th Floor, Kaushal Bhawan,

New Moti Bagh, New Delhi - 110023

To Service Provider:

[]

20.9. Publicity: The Service Provider shall not, during or after the expiry / termination of this Agreement, print or distribute cards, flyers, brochures and any printed, promotional or publicity material items (including in any proposal or representation made to its client or prospective client) publicly or privately bearing the name of NSDC or any of its associate entities (including any Ministry of India) without the prior written consent of NSDC.

20.10. Legal Expenses: In the event that any transaction in which the Service Provider is involved and which results in dispute, litigation or legal expense involving NSDC, the Service Provider shall co-operate fully with NSDC. It is NSDC's policy to avoid litigation wherever possible and NSDC reserves the right to determine whether or not any litigation actions should be taken, defended, compromised or settled and the terms and conditions of any compromise or settlement.

20.11. Severability: Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall (i) as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement, and (ii) not affect the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, NSDC and the Service Provider shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

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

20.13. Counterparts: This Agreement may be executed in two (2) counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

---------------------execution page follows-----------------

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

For National Skill Development Corporation

Sign: ________________________________

Name:

Title: For <Name of Service Provider>[]

Sign: _____________________________

Name:

Title:

SCHEDULE I

SERVICES

SCHEDULE -II

Payment Details

Schedule -III

Fraudulent or Corrupt Practices

Section 6. NSDC Policy –Corrupt and Fraudulent Practices

1.1. It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, bidders/suppliers/contractors/consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:

1.1.1. Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub- vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;

1.1.2. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;

1.1.3. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and

"Fraudulent Practice", mean following:

"corrupt practice" means offering, giving, receiving, or soliciting anything of value to influence the action of NSDC's official(s) in the procurement process or in the contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non- competitive level

Schedule IV

Key Experts with Names

Schedule V

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No…………………….[insert guarantee reference number]

Date………………………..[insert date of issue of the guarantee]

To: ____ [name of Purchaser]

____ [address of Purchaser]

WHEREAS _________________________ [name and address of Supplier1] (hereinafter called "the Applicant") has undertaken, in pursuance of Agreement dated ________________under EOI no. ____________________dated _________________ to provide services as mentioned therein [brief description of Goods and related Services] (hereinafter called "the Agreement");

AND WHEREAS it has been stipulated by you in the said Agreement that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Agreement;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of ____________________ [amount of guarantee2] ___________________________ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ____________________ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Agreement or of the Goods and related Services to be supplied thereunder or of any of the Agreement documents which may be made between you and the Applicant shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until ……… i.e, 90 days following the Completion date of the Agreement including any warranty obligations , and any demand for payment under it must be received by us at this office on or before that date.

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

Signature and seal of the guarantor ______________________________

Name of Bank ____

Address ____

Date ____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Annexure-III

DEFINITIONS:

1. C1 India Private Limited: Service provider to provide the e-Tendering Software and facilitate the process of e-tendering on Application Service Provider (ASP) model.
2. NSDC e-Procurement Portal: An e-tendering portal of National Skill Development Corporation ("NSDC") introduced for the process of e-tendering which can be accessed on https://nsdc.eproc.in.

Pre-requisites:

a) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSDC. Bidders can see the list of licensed CA's from the link www.cca.gov.in
b) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-7291981138 for DSC related queries or can email at vikas.kumar@c1ndia.com.
c) To participate in the online bidding, it is mandatory for the Applicants to get themselves registered with the NSDC e-Tendering Portal (https://nsdc.eproc.in)
d) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal (https://nsdc.eproc.in)
e) For helpdesk, please contact Help Desk Nos. +91-124-4302033 / 36 / 37
f) Participant are requested to email their issues to helpdesk at nsdcsupport@c1india.com. This will help serving the participant better
g) The amendments/ clarifications to the tender, if any, will be posted on the NSDC eTendering Portal (https://nsdc.eproc.in)
h) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Skill Development Corporation nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.