National Skill Development Corporation

Onboarding an AWS Training Partner (ATP) for implementation of the Advanced Skilling Centre (ASC) under the Centre for Future Skills (CFS)

No: RFP/NSDC/Academy/2026/53

Department: Academy

Date of commencement of RFP	*29/07/2026*
Pre bid meeting Virtual through MS Teams Click here to join	*31/07/2026 at 11:30 AM*
Last Date and Time for receipt of queries on mail procurement@nsdcindia.org	*01/08/2026 at 04:00 PM*
Last Date and Time for submission of Technical and Financial Bid	*08/08/2026 at 05:00 PM*
Place of Submission of Proposals	https://nsdc.eproc.in/

Kaushal Bhawan, 5th-6th Floors
New Moti Bagh, New Delhi – 110023 [INDIA]
NATIONAL SKILL DEVLOPMENT CORPORATION
Kaushal Bhawan, 5th-6th Floors New Moti Bagh, New Delhi – 110023 [INDIA]

INSTRUCTION TO BIDDERS ("ITB")

The bidder shall submit their proposal in accordance with terms and conditions of this RFP after reading the RFP document carefully and understanding the requirement of the RFP.

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.

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. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

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

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. "RFP" means the Request for Proposals to be prepared by the Client for the selection of Bidders, based on the SPD - RFP.

1.15. "SPD - RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

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

1.17. "Sub-Bidder" 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.

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

2. <u>Introduction</u>

2.1. National Skill Development Corporation (NSDC), the client intends for **<u>Onboarding an AWS Training Partner (ATP) for implementation of the Advanced Skilling Centre (ASC) under the Centre for Future Skills (CFS))</u> (hereinafter called "Bidders")** as per **<u>Annexure VI</u>** of this RFP**.**

2.2. The Bidders with whom this RFP is shared, are invited to submit a Technical Proposal and a Financial Proposal against this RFP. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.

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 Client will timely 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 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. This document is not an agreement and is not an offer or invitation by NSDC 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 the formulation of their proposals. 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. NSDC 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. The information contained in the document is selective and is subject to updating, expansion, revision, and amendment.

2.7. NSDC reserves the right of discretion to change, modify, reject, add to, or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. NSDC in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document. NSDC 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 NSDC shall be final, conclusive, and binding on all the parties.

3. <u>Conflict of Interest</u>

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 interests 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 NSDC.

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. Conflicting assignments 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 Relationship 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 NSDC who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NSDC throughout the selection process and the execution of the Contract.

4. Corrupt and Fraudulent Practices:

The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in **Annexure-V.** In further pursuance of this policy, Bidders shall permit and shall cause their agents, Experts, Sub-Bidders, subcontractors, services providers, or suppliers to permit NSDC 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 NSDC

Only those Bidders who qualify for the below "**Eligibility Criteria"** will be evaluated for other parameters:

5. ELIGIBILITY CRITERIA:

SN	Description	Documents/ Copies to be submitted
5.1.	The bidder should be a company or LLP registered in India under applicable laws, In existence for a minimum of 5 years as on the date of RFP issuance. The Bidder should have valid PAN, GST & COI registration.	▪ Certificate of Incorporation/Registration Certificate/partnership deed ▪ Registration for GST ▪ PAN
5.2.	The Bidder (Agency) must have a minimum average annual turnover of at least INR Twenty (20) Crores in the last three Financial Years i.e., FY 2022–23, FY 2023–24, and FY 2024–25. This must be the individual company turnover and not of any group of companies.	CA-certified Turnover Statement with UDIN; Audited Financial Statements

SN	Description	Documents/ Copies to be submitted
5.3.	Bidder should be an Authorized training partner of AWS from minimum 5 years as on date of bid submission. Bidder should be amongst the top two partner tiers of the proposed CSP.	• Confirmation from AWS stating the partner tier name, definition and tenure of partnership with MSP (On CSP's letterhead). • Valid ATP authorizations Certificate/letter.
5.4.	The bidder shall have successfully executed at least three(3)similar projects in the education and skilling domain (skilling, training, K-12, higher education, vocational training, teacher capacity building) during the last five (5) years. Each project must have involved the delivery of training programmers and should have included the following key components: • Academic Excellence • Training Capabilities • Technical and Operational Support <u>Note: NSDC reserves the right, if required, to call the bidders for presentation, through online and/or offline mode, as deemed appropriate by the Technical Evaluation Committee.</u>	Copies of work orders / contract agreements/ Completion certificates on client letter head clearly **Note:** All above documents must have the scope of work and value of contract & successful execution.
5.5.	The bidder shall submit a valid Manufacturer's Authorization Letter / OEM Authorization on Letter for education partner from the AWS (Cloud Service Provider) (As per <u>**Annexure VII)**</u>	The OEM authorization letter must be: • Issued specifically for this RFP • On the OEM's official letterhead mentioned authorized education partner • Signed and stamped by an authorized signatory of the OEM • The OEM agrees to provide warranty and technical support for the supplied products. Note: Failure to submit valid OEM authorization letters for each item shall result in rejection of the bid at the pre-qualification stage.
5.6	**Blacklisting Declaration:** ▪ The Bidder (Agency) should never have been involved in any illegal activity or financial fraud. ▪ The Bidder (Agency) and its affiliates should not have been blacklisted by any Government Agency / Public Sector Undertaking / Autonomous Bodies of Government / Reputed Corporates for breach of	Undertaking on letter head / self-declaration.

SN	Description	Documents/ Copies to be submitted
	applicable laws or violation of regulatory provisions or breach of agreement.	

Note: Relevant legible certificates/documents in support of the fulfillment of each of the eligibility criteria must be submitted, otherwise bids will not be considered.

6.TECHNICAL EILIGIBILITY CRITERIA

N/A

7. Method of Selection & Award of Contract (LCS/L-1 Basis)

The Technical Bids of all bidders shall be evaluated first, as per the Technical Evaluation defined in this RFP.

The Financial Bids of only such technically qualified bidders shall be opened.

The bidder who quotes the lowest price (L-1) among the technically qualified bidders shall be declared as the successful bidder, subject to fulfilment of all terms and conditions of the RFP and approval by the competent authority.

8. Duration of Assignment:

- The Contact shall be for a term of 3 years from the effective date. The Purchase Order (PO) shall initially be issued for a period of one (1) year. The performance and quality of services delivered by the selected Bidder shall be subject to continuous monitoring and evaluation by NSDC. In the event that Bidder's performance is found to be unsatisfactory, NSDC reserves the absolute right to terminate the contract at its sole discretion, without any liability or obligation to issue further POs.
- Upon completion of the first year, a formal performance evaluation shall be conducted by NSDC. The decision to issue a PO for the subsequent year(s) shall be contingent upon the Bidder's performance meeting the prescribed standards and expectations.
- The Bidder is expected to adhere to these timelines as stipulated below. Non-compliance with these timelines by the Bidder would lead to Liquidated Damages as stated in this RFP.

9. Delivery location:

Tentative Locations	States / Union Territories Covered
25	Delhi (NCT), Haryana, Himachal Pradesh, Punjab, Rajasthan, Uttar Pradesh, Chandigarh, Jammu & Kashmir, Ladakh, Uttarakhand
20	Gujarat, Maharashtra, Goa, Madhya Pradesh, Dadra & Nagar Haveli and Daman & Diu

20	**Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Telangana, Puducherry, Lakshadweep, Andaman & Nicobar Islands**
19	**Bihar, Jharkhand, Odisha, West Bengal, Assam, Chhattisgarh, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura**

Note* The above list is tentative final designated institute shall be finalised at the time of PO stage and may be upgrade time to time.

10. Incidental Services

The Bidder shall be required to perform the following services:

10.1. Supply, integration, support and Training & Demonstration.

10.2. Training certification.

In addition to above equipment, the RFP will comprehensively cover the following scope:

- Content and curriculum-the content to be taught in K-12 and integrated in degree programs in HEIs
- Pedagogy and delivery framework- No of trainers per centre, Trainer Profile, Train The Trainer
- Modular integration within academic programs-Modules in content to be integrated into Degree Programs
- Assessment and certification framework- Assessment, LMS Support.
- Student engagement and outcome tracking-Placement Support, Internship Support ,Year Round student engagement Challenges

11. Insurance

11.1. The tenderer shall decide for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

11.2. The tenderer shall be responsible till the entire stores/equipment's contracted for arrival in good condition at Free Delivery at Consignee's/destination site basis.

11.3. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

12. Liquidated Damage:

12.1. If the Service Provider fails to meet any milestone, service level, or completion date specified in the Contract for reasons attributable to the Service Provider, the Purchaser shall be entitled to recover Liquidated Damages (LD) without prejudice to any other rights or remedies available under the Contract.

12.2. Unless otherwise specified in the RFP or Contract, LD shall be calculated at the rate of 0.5% of the total Contract Price (or the value of the delayed milestone/deliverable, as applicable) for each completed week or part thereof of delay, subject to a maximum of 10% of the total Contract Price.

13. Payment Terms:

13.1. No advance payment shall be made in any case.

13.2. All payments will be made to the Bidder in Indian Rupees only.

13.3. The financial consideration shall be the all-inclusive Rate per Skill Builder Team Subscription quoted in the Financial Bid (Annexure IV), exclusive of GST. The quoted rate is deemed to include the 3-year named-user Skill Builder Team subscription (catalogue access, role-based learning paths, Builder Labs, Cloud Quest, Jam, assessments, knowledge checks, digital badges and micro-credentials), together with all integration, curriculum mapping, on-campus/on-prem delivery support, AI-based engagement, catalog and batch management, dashboarding, SME engagement, and reporting services described in Annexure VI; no separate reimbursement shall be admissible.

13.4. Payment per Cohort Activation. Each annual Purchase Order shall cover the total Subscription quantity for the year, to be activated in two equal Cohorts. Payment shall be made in two tranches per Purchase Order:
(a) For the First Cohort under the first Purchase Order issued in Year 1 of the Contract Term: NSDC shall release 50% (fifty percent) of the Purchase Order value within 90 (ninety) days of the date of issuance of that Purchase Order, against a valid GST tax invoice raised by the Bidder and approved by NSDC.
(b) For all other Cohort activations — being the Second Cohort of Year 1, and both Cohorts under the Year 2 and Year 3 Purchase Orders (five cohort tranches in total): NSDC shall release 50% (fifty percent) of the relevant Purchase Order value within 60 (sixty) days of the relevant Cohort activation date, against a valid GST tax invoice raised by the Bidder for that Cohort and approved by NSDC.

13.5. The Bidder shall raise the GST tax invoice on or immediately after the applicable trigger date for each Cohort tranche — being the Purchase Order issuance date for the Year 1 First Cohort, and the Cohort activation date for all other tranches. Payment shall be released within the applicable period (90 days or 60 days, as the case may be) set out in Clause 11.3, subject to receipt of a correct and complete tax invoice.

Note: -

i. Submission of all the valid/legal legible documents in context to above instruction is mandatory.
ii. In case the Bidder fails to upload any of the documents specified above and corrigendum/addendum, if any, necessary for technical qualification, the Proposal is liable to be rejected without any further reference/ notice.
iii. Only those Bidders whose proposals meet all the eligibility criteria would be shortlisted for further evaluation.

14. Deduction of SLA/Liquidated Damages (LD)

14.1. Notwithstanding anything contained herein, all payments shall be subject to deduction of applicable Liquidated Damages (LD), if any, as stipulated in the Contract/RFP, for delay, non-performance, or partial performance. Such LD shall be deducted from the respective invoice(s) or adjusted/recovered from the Performance Security, at the discretion of NSDC, without prejudice to any other rights or remedies available under the Contract

15. Performance Security / Bank Guarantee:

15.1. Within the 10 days of Issuance of Purchase Order, the successful bidder must submit the performance bank guarantee for an amount of {5%} of the total contract value / P O value (including taxes) (Sole discretion of NSDC) to the Client's.

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

15.3. If the Successful Bidder fails to furnish the performance bank guarantee within 10 days, it shall be lawful for the Client at its discretion to annul the award, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers', debarring for 2 years to participate in any tender, etc.

15.4. The Performance bank guarantee shall be in the form of an unconditional 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.

15.5. The Performance bank guarantee shall remain valid up to 90 days after completion of all contractual obligations by the successful bidder, including the warranty obligations.

16. Modification in the Value / Scope of the contract

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

16.1.1. 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.

17. <u>Inspection, Testing and Quality Control</u>

17.1. The NSDC/Purchaser and/or its nominated representative(s) may, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the tenderer in advance, in writing, the NSDC/ Purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding& lodging will be borne by the NSDC /Purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by NSDC/ purchaser/consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period.

17.2. If during such inspections and tests the contracted goods, fail to conform to the required specifications and standards, the NSDC/ Purchaser's inspector may reject them and the tenderer shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the NSDC/Purchaser and resubmit the same to the NSDC/ Purchaser's inspector for conducting the inspections and tests again.

17.3. In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the tenderer shall put up the goods for such inspection to the Tender Inviting Authority/Purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

17.4. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its sub-contractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the NSDC/Purchaser's inspector at no charge to the Tender Inviting Authority/Purchaser.

17.5. The NSDC /Purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by NSDC/ Purchaser's inspector during pre-dispatch inspection mentioned above.

B. Preparation of Proposals

18. General Considerations: In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

19. Cost of Preparation of Proposal: The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to selection, without thereby incurring any liability to the Bidder.

20. Language: 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".

21. Documents Comprising the Proposal: The Proposal shall comprise the documents and forms listed in Annexures.

22. Only One Proposal: 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.

23. Proposal Validity: Bidder's Proposal must remain valid up to 180 days after the Proposal submission deadline. During this period, the Bidder shall maintain its original Proposal without any change, including their availability. 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.

23.1. **Extension of Validity Period:** The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Proposals' validity will automatically extend by 180 days more.

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

24. Proposal / Bid Security: (Not Applicable)

25. Sub-Contracting: Subcontracting of some or whole of the service is not allowed.

26. Clarification and Amendment of RFP: The Bidder may request clarification on any part of the RFP till the date as mentioned in the important dates of the RFP. Any request for clarification must be sent in writing, by email to the Client's email address: procurement@nsdcindia.org. The Client may respond in writing, by email, or will upload responses (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP because of a clarification, it shall do so following the procedure described below:

26.1. At any time before the proposal's submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be shared with the Bidders.

26.2. Any addendum/corrigendum issued shall form an integral part of the RFP document.

26.3. Bidders may regularly visit the NSDC website and http://nsdc.eproc.in/ for any corrigendum/addendum, updated information with respect to RFP and matter incidental thereto.

26.4. 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.

26.5. 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.

27. Technical Proposal and Financial proposal Format and Content:

27.1. The pre-qualification criteria would be submitted as per Annexure-II of the RFP along with all documents mentioned in eligibility criteria.

27.2. The Technical Proposal shall be prepared using the format provided in **Annexure-I, II** & **III** of the RFP

27.3. The Financial Proposal shall be prepared using the format provided in the **Annexure-IV** (Financial Form) of the RFP. It shall list all costs associated with the assignment.

27.4. The Technical Proposals and Financial Proposals shall be filled up and shared.

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

27.6. The Bidder is responsible for meeting all tax liabilities arising out of the Contract.

27.7. The Bidder shall express the price for its Services in INR.

C. Submission, Opening and Evaluation

22. Submission of Proposals:

The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexures and other documents requirement given in the RFP. The Bidder shall submit Technical and Financial Proposal only on https://nsdc.eproc.in/

22.1. 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.

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

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

22.4. 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.

23. Confidentiality: 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.

23.1. 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.

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

23.3. 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.

23.4. 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. NSDC 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 NSDC. By downloading the document, the interested party is subject to confidentiality clauses.

24. Opening of Technical Proposals: The Client's evaluation committee shall conduct the opening of the Technical Proposals. Only those proposals which qualify on all parameters of Pre-Qualification Criteria will be considered for technical evaluation.

24. Evaluation of Technical Proposals: The Bidder meeting all parameters of Pre-Qualification Criteria will be evaluated as per the evaluation/marking and their technical capabilities as per the specification given below in **Annexure VI**. The Bidder has to submit technical compliance of the specifications along with the proposals.

25. Opening of Financial Proposals and evaluation.

25.1. After the technical evaluation is completed and approved by the Committee, the Client may notify those Bidders whose Proposals were considered non-responsive to the RFP or did not meet the minimum qualifying criteria and/or min technical specifications that their proposal cannot be considered further and their Financial Proposals will remain unopened after completing the selection process and Contract signing. The Client may simultaneously notify in writing those Bidders whose technical proposals achieved a minimum score.

25.2. The Financial Proposals shall be opened of those Bidders who qualified technically including eligibility criteria. These Financial Proposals shall then be opened, and the total prices recorded.

25.3. **Method of selection:** The selection of the successful bidder shall be carried out on a Least Cost Selection (LCS-L1) basis.

25.4. The Technical Bids of all bidders shall be evaluated first, as per the Criteria defined in this RFP.

25.5. The bidder who quotes the lowest price (L-1) among the technically qualified bidders shall be declared as the successful bidder, subject to fulfilment of all terms and conditions of the RFP and approval by the competent authority.

26. Splitting of Contracts/ Parallel Contracts

Splitting of contract not allowed

27. Negotiations and Award

27.1. The Bidder eligible for award of work will be issued an agreement/Purchase Order and will be requested for their review and signatures.

27.2. In case the bidder does not agree on terms of contract/PO, next ranked bidder will be approached.

27.3. The discussions are concluded with a review of the Contract, which then shall be initialed by the Client and the Bidder's authorized representative.

27.4. Abnormally low or high bids can be checked for accuracy and understanding with respective bidder/s.

27.5. NSDC reserves the right to award work to one or more Bidders for any specific assignment and the number will depend on requirement.

27.6. The decision of NSDC will be final and binding upon all Bidders.

28. Notice to proceed

28.1. NSDC will initially inform the successful bidder through an email enclosing the copy of the notice to proceed to start the work if required. The timeline will start from the date of notice to proceed.

29. Signing of the Contract

29.1. 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).

30. Issuance of Purchase Orders

30.1. 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.

30.2. Multiple Purchase Orders (POs) will be issued to selected bidders in accordance with NSDC requirements.

30.3. Based on service provider satisfactory performance, subsequent, POs will be issued for additional projects / assignments.

30.4. However, if service provider performance does not meet NSDC's expectations, no further

POs will be issued, and contract can be terminated at the Client's discretion in writing by giving 30 days' notice to the Bidder.

30.5. The bidder in these 30 days will ensure that they share / transfer all the knowledge, deliverable, software, documents developed during the period for this project to the Client or an agency appointed by the Client.

31. SLA & Penalty:

SNo.	Performance Parameter	Standard	Consequence
1	Timely Activation of AWS Skill Builder Licenses	100% licenses to be activated within the agreed implementation schedule for each cohort.	Delay beyond 7 days shall attract Liquidated Damages of 0.5% of the respective Purchase Order value per week of delay, subject to a maximum of 10%.
2	Delivery of Implementation Services	Curriculum integration, trainer enablement, LMS integration, dashboards and reporting shall be completed within the agreed project milestones.	NSDC may withhold milestone payments until deficiencies are rectified. Persistent delay beyond 30 days shall constitute material breach.
3	Platform & Technical Support	The Service Provider shall ensure uninterrupted access to AWS Skill Builder and provide timely technical support throughout the contract period.	Failure resulting in disruption of learning for more than 72 consecutive hours, attributable to the Service Provider, shall attract a penalty of 1% of the applicable Purchase Order value for each such occurrence, subject to a maximum of 10%.
4	Reporting & MIS	Monthly reports and dashboards, including learner activation,	Delay exceeding 15 days or submission of inaccurate reports on

SNo.	Performance Parameter	Standard	Consequence
		usage, completion and certification status, shall be submitted within the prescribed timelines.	two consecutive occasions shall be treated as non-performance and may result in withholding of payments until compliance.
5	Compliance with OEM Authorization	The Service Provider shall maintain valid AWS Authorized Training Partner status and all required OEM authorizations throughout the contract period.	Suspension or withdrawal of authorization shall constitute an Event of Default, entitling NSDC to terminate the Agreement and invoke the Performance Bank Guarantee.

- **Persistent-non-performance**
  If the Service Provider fails to achieve any of the above Key Performance Parameters on three occasions during any Contract Year, or commits a material breach which remains uncured for 30 days after receipt of written notice from NSDC, NSDC shall have the right to:
  - withhold pending payments
  - recover Liquidated Damages from invoices or the Performance Bank Guarantee
  - terminate the Agreement by giving 30 days' written notice
  - procure the services from any alternate agency at the risk and cost of the Service Provider, to the extent permitted under applicable law

- **Loss of ATP Status:** The Service Provider shall maintain its status as an AWS Authorized Training Partner (ATP) and continue to remain authorized to supply AWS Skill Builder subscriptions throughout the Contract Period. Any suspension, revocation, expiry, or material downgrade of such authorization shall be immediately notified to NSDC and shall constitute a material breach of the Agreement, entitling NSDC to terminate the Contract without any financial liability and invoke the Performance Bank Guarantee.

32. Deduction of Penalty:

1.	In addition to the timelines specified above, the Selected Bidder shall ensure that and Services delivered under the Contract strictly conform to the prescribed technical specifications, standards, and quality benchmarks as approved by NSDC.
2.	In the event of any deficiency in quality, including but not limited to sub-standard materials, deviation from approved specifications, improper installation, poor workmanship, or failure to meet performance requirements, the following provisions shall apply:

	• NSDC shall have the right to impose Quality-Linked Liquidated Damages (LD) at the rate of 0.5% of the total Contract Value/PO Value per instance of non-compliance, subject to a maximum of 5% of the total Contract Value/PO Value. • The Bidder shall be required to rectify, replace, or re-execute the deficient work/items at its own cost within the timeline specified by NSDC. Any delay in such rectification shall additionally attract timeline-based LD as applicable. • In cases of repeated or material quality failures, NSDC reserves the right to reject the deliverables, cancel the Work Order/Contract (in whole or in part), and/or invoke the Performance Security and/or Advance Payment Security, as applicable, in accordance with the provisions of the Contract. • The decision of NSDC regarding determination of quality deficiency and imposition of LD shall be final and binding.

Annexure -I

(Documents Comprising Technical Proposal) Form Tech-1 Technical Proposal Submission Form

{Location, Date}
To: [Name and address of Client]
Dear Sir:
We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. "We are hereby submitting our Proposal. We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the client.
(b) Our Proposal shall be valid and remain binding upon us for the period of 180 days after the last date of submission.
(c) We have no conflict of interest in accordance with ITB 3.
(d) 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 Annexure-V.
(e) 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.
(f) 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
(g) Our Proposal is binding upon us and subject to any modifications.
(h) We undertake to negotiate a contract if required by client in accordance with ITB clause 27.

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

We remain,

Yours sincerely,
Authorized Signature {In full and initials}: ____
Name and Title of Signatory: ________
Name of Bidder: _____

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

Annexure-II . General Information

SN	Particulars	Details (Enclose supporting documents, wherever required)
1.	Name of the Bidder	
2.	Registered Address	
3.	Concerned person’s Name and Designation	
4.	Mobile no	
5.	Email ID	

II. Information as per Pre-Qualification Criteria to be furnished (Reference Clause 5):

SN	Particulars	Details (Enclose supporting documents)
1.	Bidder’s Date of Incorporation/ Registration	
2.	Annual Turnover: FY 2022–23, FY 2023–24, and FY 2024–25.	
3.	Relevant Experience:	
4.	Blacklisting Declaration	
5.	Other Declarations as required	

Annexure-III Information as per technical evaluation criteria to be furnished:

1) **Relevant Experience**	
Assignment No:1	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	

Project Duration:	
Project Value In INR:	
Email id and contact detail of client	
Assignment No:2	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	
Project Duration:	
Project Value In INR:	
Email id and contact detail of client	
Add more details if required	
2) **Details of Project along with Work order**	
Assignment	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	

Project Duration:	
Project Value In INR:	
Email id and contact detail of client	

Annexure-IV

Financial Bid Formats

The Bidder is required to submit their financial proposal in the table mentioned below but not with the technical proposals.

Financial Break up:

Sr No.	Particulars	UOM	Unit rate(In Slabs)	No' of licenses (Slabs)
1	All-inclusive Rate per AWS Skill Builder Team Subscription (named-user, 3-year tenure) — including catalogue access, role-based learning paths, Builder Labs, Cloud Quest, Jam events, assessments, knowledge checks, digital badges and micro-credentials; and the integration, curriculum mapping, on-campus/on-prem delivery support, AI-based engagement, catalog and batch management, dashboarding, SME engagement, and quarterly reporting services described in Annexure VI	**Per Subscription**		
	Gross Amount			

- **Note: Bidders shall mandatorily propose the above Financial Form by quoting rates for different slabs with quantity. The minimum price applicable to each slab must be clearly indicated."**

Please consider below tabular only for example purpose :

Sl. No.	Slab/Quantity Range	Unit	Minimum Rate (₹)
1	**1 – 100**	**Per Unit**	**150.00**
2	**101 – 500**	**Per Unit**	**140.00**
3	**501 – 1,000**	**Per Unit**	**130.00**
4	**Above 1,000**	**Per Unit**	**120.00**

- L-1 will be determined on the quoted Rate per Subscription among the Pre-Qualified Bidders.
- The quoted rate is all-inclusive: all costs of AWS Skill Builder Team Subscription licences, lab access, badges, assessments, the integration and delivery services in Annexure IV, dashboarding, SME engagement, and reporting are deemed included; no separate reimbursement shall be admissible.
- The AWS licences will be as per the requirement submitted by NSDC Implementation Partner.
- Payment shall be made in two tranches per Purchase Order, corresponding to the two Cohort activations: (i) For the First Cohort under the Year 1 Purchase Order — 50% of the Purchase Order value within 90 (ninety) days of PO issuance; and (ii) For all remaining Cohort activations (Second Cohort of Year 1, and both Cohorts under Year 2 and Year 3 Purchase Orders) — 50% of the relevant Purchase Order value within 60 (sixty) days of the relevant Cohort activation date; in each case against a valid GST tax invoice. The Bidder shall procure the underlying Skill Builder Licences for each Cohort ahead of its activation, on its own account, recovering the same from the payments released by NSDC.
- The Contract is for 3 (three) years with each Subscription carrying a 1-year tenure; there is no fixed quantity cap. Additional Subscriptions during the Term shall be supplied at the same Rate per Subscription or at any lower rate negotiated in good faith for the relevant expansion tranche; the Bidder shall not, under any circumstances, charge a Rate per Subscription higher than that quoted herein.
- NSDC reserves the right to increase the number of Subscriptions, target groups, or delivery locations during

the Contract Term on the same terms and conditions. NSDC confirms that the quantity of Subscriptions procured in each subsequent year of the Contract Term shall be equal to or greater than the quantity procured in the first year of the Contract Term, as set out in ITB Clause 7.

Note: The above price includes cost of supply, integration, training and warranty successfully complete below task;

- Content and curriculum-the content to be taught in K-12 and integrated in degree programs in HEIs
- Pedagogy and delivery framework- No of trainers per centre, Trainer Profile, Train The Trainer
- Modular integration within academic programs-Modules in content to be integrated into Degree Programs
- Assessment and certification framework- Assessment, LMS Support.
- Student engagement and outcome tracking-Placement Support, Internship Support ,Year Round student engagement Challenges

1. All the Out of Pocket (OOP) expenses shall be borne by the bidder itself as per RFP.

2. NSDC reserves the right to increase / decrease the number of locations or quantity at the same cost on the same terms and conditions of the RFP.

3. Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from Supplier warehouse to the consignee site, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as per Consignee List mentioned in the RFP shall also be borne by the Supplier.

4. L-1 will be calculated on the total cost of all the items as mentioned above.

FRAUD AND CORRUPT PRACTICES **Annexure -V**

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;

Annexure VI

Terms of Reference

Background and Context

1.1 NSDC intends to scale industry-aligned cloud skills among Indian learners through the supply of named-user AWS Skill Builder Team subscriptions to identified target groups (including BTech, polytechnic, and ITI learners), supported by integration with NSDC's delivery ecosystem and a robust monitoring and reporting layer.

1.2 This Annexure sets out the priced scope of work to be delivered by the Selected Bidder under this Contract.

2. Programme Model

2.1 Single counterparty. NSDC shall enter into a definitive agreement only with the Selected Bidder. The Selected Bidder shall be solely and fully responsible to NSDC for the delivery of the Services.

2.2 AWS arrangements on the Selected Bidder's account. All arrangements with AWS — including Skill Builder Team Subscription licences, lab access, content, and trainer authorisations — shall be procured, paid for, maintained, and renewed by the Selected Bidder on its own account. NSDC's payment per Purchase Order shall be passed through by the Bidder to AWS on a back-to-back basis. NSDC shall have no privity with AWS in respect of the Contract.

2.3 No co-branded certification. AWS is a technology body and does not issue or co-brand academic certifications. The Programme shall not represent any joint or co-branded certification with AWS, nor any single document issued in the joint names of AWS and NSDC. Where credentialing is conferred, AWS shall issue its own digital badges and micro-credentials directly to the learner under its standard terms; any separate NSDC credential shall be issued by NSDC on its own under its own programme and frameworks. The two shall not be combined into a single joint certificate.

2.4 Continuity of authorisation. The Selected Bidder shall maintain its ATP authorisation and all AWS licences throughout the Term, with the [7-day] notification and cure framework set out in ITB Clause 14.

3. Programme Objectives

(a) Make AWS Skill Builder Team Subscription broadly available to identified target learner cohorts in India, on named-user 1-year subscriptions;

(b) Integrate Skill Builder Team Subscription License content, labs, badges, and assessments into the Programme LMS and delivery ecosystem;

(c) Map Skill Builder tracks to relevant academic syllabi (BTech, polytechnic, ITI) with credit-point equivalence, supporting curricular adoption;

(d) Track and report learner journey outcomes — enrolment, module/lab completion, badge progress, certification readiness — through NSDC dashboards; and

(e) Provide expert SME engagement and on-campus / on-prem delivery support to maximise learner outcomes.

4. Scope of Work

The priced scope of work, included in the Rate per Subscription, comprises the following services. The scope is additive to any AWS digital training content that NSDC already accesses free of charge from AWS, which is excluded from this paid scope.

4.1 Skill Builder Team Subscription Licence Access. Supply of named-user AWS Skill Builder Team subscriptions to identified candidates for a tenure of 1 (one) year per subscription. Each subscription shall provide the candidate with access to the AWS Skill Builder Team Subscription catalogue, role-based learning paths, gamified UI, enterprise-grade learning, access to digital classrooms, recorded modules, knowledge checks, capstone projects, post-assessments, and all other capabilities included in the agreed subscription tier for the full 1-year term.

4.2 LMS Integration and Student Journey Tracking. Integration of Skill Builder with the Programme LMS, including: enrolment APIs/single sign-on, content surfacing, completion and lab event capture, badge and assessment data capture, and continuous synchronisation of learner activity from Skill Builder into the Programme LMS and NSDC's dashboards. Student journey tracking shall cover enrolment, module completion, lab completion, badge progress, and certification readiness.

4.3 Course-to-Curriculum Mapping. Mapping of Skill Builder tracks to BTech, polytechnic, and ITI syllabi with explicit credit-point equivalence (e.g., 45 learning hours = 3 credit points in an engineering semester), prepared jointly with NSDC and the relevant academic counterparts, and updated as Skill Builder content evolves.

4.4 Digital Badges and Micro-Credentials. Provisioning of AWS-issued digital badges and micro-credentials directly to learners through Skill Builder. Provide assessments, knowledge checks, completion tracking, and digital badges. The Selected Bidder shall capture badge issuance into the Programme LMS and dashboards but shall not co-brand or alter AWS-issued badges.

4.5 Labs. Provisioning and enablement of AWS Builder Labs, AWS Cloud Quest, and AWS Jam events for enrolled learners, within the limits of the agreed Skill Builder Team subscription tier, including lab orchestration and capture of lab completion events into the Programme LMS. Lab environments shall support guided practical exercises, project-based learning, and application-oriented use cases relevant to cloud and allied technology learning outcomes.

4.6 Assessments and Knowledge Checks. Provisioning of Skill Builder assessments and knowledge checks, with capture of scores and progression data into the Programme LMS and NSDC dashboards.

4.7 On-Campus / On-Prem Training Support. Delivery of on-campus / on-prem training support sessions at NSDC-designated institutions, in accordance with the agreed Programme plan, by AWS-certified trainers engaged by the Bidder.

4.8 AI-Based Student Engagement and Doubt Resolution. Provisioning of AI-driven nudges, doubt-resolution, and engagement tooling layered onto the Programme LMS to support learner progression and completion.

4.9 Catalog Access and Batch Management. Management of Skill Builder catalogue assignments to cohorts, batch creation and lifecycle management, and named-user provisioning, deprovisioning, and renewal workflows over the 1-year tenure of each subscription.

4.10 Dashboarding for NSDC. Provisioning and operation of NSDC-facing dashboards capturing, at minimum: number of students onboarded; modules completed; labs completed; digital badges earned; hours logged; assessment scores; cohort- and institution-level cuts; and longitudinal progression indicators. Near-real-time data feed; export-ready reports.

The bidder shall support periodic review of program progress and learner engagement through reports and review mechanisms as agreed with NSDC.

4.11 SME Engagement. Four (4) to six (6) Subject Matter Expert engagement sessions per year, delivered from a pool of AWS-certified trainers maintained by the Bidder. At least one such session per year shall be delivered by a "golden jacket" / equivalent senior AWS-certified trainer confirmed by the Bidder in its Proposal.

4.12 Quarterly Engagement and Reporting Deliverable. A quarterly engagement comprising: (a) a written progress and analytics report covering all metrics in Clause 4.10; (b) a review session with the NSDC Programme team; and (c) recommendations for the succeeding quarter, including content adoption, instructor support, and cohort interventions.

5. **Roles and Responsibilities**

NSDC	Selected Bidder (ATP)
● Programme ownership, governance, and policy direction; constitution and chairing of the Programme Steering Committee. ● Identification of target institutions and candidate cohorts; provision of candidate lists. ● Co-design participation in LMS integration, candidate journey design, branding, and reporting views. ● Issuance of Purchase Orders for each Cohort and release of 100% timely payment, against a GST tax invoice. ● Monitoring and audit of Programme delivery.	● End-to-end delivery of the priced scope at Clause 4 above and sole accountability to NSDC. ● Procurement and maintenance of all AWS licences, subscriptions, and trainer arrangements on its own account, on a back-to-back basis with the advance received from NSDC. ● LMS integration, Skill Builder configuration, batch management, and named-user provisioning for the 1-year tenure of each Subscription. ● Curriculum mapping execution and updates; on-campus / on-prem delivery support; AI-based engagement; SME sessions; dashboards; quarterly reporting.

6. Programme Governance

6.1 A Programme Steering Committee comprising representatives of NSDC and the Selected Bidder shall be constituted within [15] days of execution of the agreement, and shall meet at least [quarterly].

6.2 Joint working groups shall be constituted for (a) LMS and integration, (b) curriculum mapping and SME engagement, and (c) dashboards and reporting.

7. Payment Model:

7.1 The financial consideration shall be the all-inclusive Rate per Skill Builder Team Subscription quoted in the Financial Bid (Annexure IV), exclusive of GST. The quoted rate is deemed to include the 1-year named-user Skill Builder Team subscription (catalogue access, role-based learning paths, Builder Labs, Cloud Quest, Jam, assessments, knowledge checks, digital badges and micro-credentials), together with all integration, curriculum mapping, on-campus/on-prem delivery support, AI-based engagement, catalog and batch management, dashboarding, SME engagement, and reporting services described in Annexure VI; no separate reimbursement shall be admissible.

7.2 Payment per Cohort Activation. Each annual Purchase Order shall cover the total Subscription quantity for the year, to be activated in two equal Cohorts. Payment shall be made in two tranches per Purchase Order:
(a) For the First Cohort under the first Purchase Order issued in Year 1 of the Contract Term: NSDC shall release 50% (fifty percent) of the Purchase Order value within 90 (ninety) days of the date of issuance of that Purchase Order, against a valid GST tax invoice raised by the Bidder and approved by NSDC.
(b) For all other Cohort activations — being the Second Cohort of Year 1, and both Cohorts under the Year 2 and Year 3 Purchase Orders (five cohort tranches in total): NSDC shall release 50% (fifty percent) of the relevant Purchase Order value within 60 (sixty) days of the relevant Cohort activation date, against a valid GST tax invoice raised by the Bidder for that Cohort and approved by NSDC.

7.3 The Bidder shall raise the GST tax invoice on or immediately after the applicable trigger date for each Cohort tranche — being the Purchase Order issuance date for the Year 1 First Cohort, and the Cohort activation date for all other tranches. Payment shall be released within the applicable period (90 days or 60 days, as the case may be) set out in Clause 11.3, subject to receipt of a correct and complete tax invoice.

7.4 The Bidder shall procure the underlying Skill Builder Licences and associated AWS arrangements for each Purchase Order on its own account, ahead of commencement, and shall not make commencement contingent on receipt of payment under Clause 7. NSDC's payment obligation for each tranche crystallises on the applicable trigger date — being the Purchase Order issuance date (for the Year 1 First Cohort tranche) or the Cohort activation date (for all subsequent tranches) — and is not contingent on any other delivery milestone.

7.5 The Bidder shall apply the payment received under Clause 7 on a back-to-back basis, towards procurement of the underlying Skill Builder Licences and associated arrangements, and provide reasonable evidence of such pass-through and of named-user activation upon NSDC's request.

7.6 The Rate per Subscription is all-inclusive of every element of the scope, no separate reimbursement of any cost is admissible.

7.7 Volume assurance. NSDC confirms that the quantity of Subscriptions procured in each subsequent year of the Contract Term shall be equal to or greater than the quantity of Subscriptions procured during the first year of the Contract Term. For this purpose, the first year quantity shall be the aggregate number of Subscriptions covered by all Purchase Orders issued within the first 12 months from the Effective Date.

Annexure VII – Manufacturer Authorization Form

To,
National Skill Development Corporation
Kaushal Bhavan, New Moti bagh,
New Delhi
ss
Dear Sir,

Ref. Your RFP document No ___________________________dated _____________________________

We, __________________________(Name of the Manufacturer / OEM), having our registered office and manufacturing facilities at __________________________, and being a proven and reputed manufacturer of __________________________ (name and description of goods as per the RFP),
do hereby authorize:
M/s __________________________(Name and complete address of the Authorized Distributor / Dealer / System Integrator)
to participate in the bid, submit the tender, negotiate, sign contracts, and execute the supply against the Procuring Entity's requirement as specified in the above-referred RFP document for the products manufactured by us.
We further confirm that supplier, or individual, **M/s__________________________**, is authorized by us to submit the tender, process the same further, or enter into any contractual agreement against the said RFP for the goods manufactured by us.
We hereby undertake and confirm that:

- We shall provide full OEM support, technical backing, and product support for the goods supplied against this RFP through our authorized representative.
- We shall be responsible for the satisfactory execution of the contract awarded to our authorized distributor/dealer/system integrator.
- Spare parts and accessories required for the supplied equipment shall be available for the entire expected lifecycle/rated life of the equipment, as per OEM standards.

We further confirm that **the prices quoted by our authorized representative shall not exceed the prices that we would have quoted directly** for the same items against this RFP.

For and on behalf of the Manufacturer (OEM):

Authorized Signatory Name ________________________
Designation ________________________
Company Name ________________________
Signature & Stamp ________________________
Date ________________________
Place ________________________

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/society/trust-*] incorporated under the [,name of the act under which service provider is incorporated], and having its registered office at [,,,,write registered office address of the Service Provider…….] (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 request for proposal dated {DD-MM-YYYY}, ("RFP") to be read along with corrigendum issued with the RFP, 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 RFP 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. The Parties acknowledge and agree that the detailed financials and the corresponding terms and conditions are fully described in **Schedule II** of this Agreement.

3.2. 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 RFP 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 RFP, 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 ______ (____) years/months 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. Term may be extended only by mutual written agreement of the Parties.

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. NSDC'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 expiry or earlier termination, the Service Provider shall provide transition support for up to [6 (six)] months, including: handover of all Programme data, dashboards, and reports in machine-readable form; continuity of access for already-activated Subscriptions for the balance of their 1-year tenure to the extent permitted by the Bidder's AWS licences; and knowledge transfer to NSDC or its nominated successor.

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 ten (10) working days from the date of execution of this Agreement by both Parties, the Service Provider shall furnish to NSDC an electronic performance security equivalent to five percent (5%) of the Agreement value, amounting to Rupees [●] only (INR [●]). The electronic performance security shall be denominated in Indian Rupees and shall be provided in the form of an unconditional and irrevocable bank guarantee issued by a nationalized/scheduled bank located in India, acceptable to NSDC, and in the format prescribed by NSDC (as set out in Schedule V) (the "Performance Bank Guarantee" or "PBG").

9.2. The PBG shall remain valid throughout the Term of the Agreement and for a further period of three (3) months or ninety (90) days, following the expiry or termination of the Agreement, unless earlier encashed by NSDC in accordance with the terms of this Agreement.

9.3. In the event the Term of the Agreement is extended for any reason whatsoever, the Service Provider shall ensure that the validity of the PBG is correspondingly extended so as to remain valid throughout the extended Term and for a further period of three (3) months / ninety (90) days thereafter, on the same terms and conditions.

9.4. In the event NSDC terminates this Agreement in accordance with sub-clauses 6.1 or 6.3, NSDC shall be entitled to forfeit and encash the PBG, without prejudice to any other rights or remedies available under this Agreement or applicable law.

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 ___________________, 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 ________________ , 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 11 shall survive the termination or expiry of this Agreement.

13.2. 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.

13.3. The above limitations of liability and exclusions from liability set forth in this Clause 11 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.

14. **Use of Confidential Information**

14.1 Without prejudice to the provisions of this Service Level Agreement, the confidentiality obligations of the Parties shall be governed by a separate **Non-Disclosure Agreement** dated ________________ executed between the Parties ("**NDA**") which is annexed as Schedule VI to this Agreement. The NDA, upon execution, shall be deemed to be **co-terminus** with this Agreement and shall **form an integral part** of this Service Level Agreement. The Parties agree that compliance with the confidentiality obligations under the NDA shall constitute compliance with the confidentiality obligations under this Service Level Agreement, and any breach of the NDA shall be deemed to be a breach of this Service Level Agreement.

14.2. The provisions of this Clause 14 shall survive the expiry or termination of this Agreement.

15. Force Majeure

15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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.

16. Governing Law, Dispute Resolution and Jurisdiction

16.1. 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. The arbitration proceedings shall be conducted in English language and seat of arbitration shall be New Delhi.

16.2. 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.

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

16.4. Subject to Clause 16.1, all disputes arising from this Agreement between the Parties shall be subject to the jurisdiction of the Courts at Delhi/New Delhi only.

17. COMPLIANCE WITH ANTI-CORRUPTION LAWS

17.1 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.

17.2 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.

17.3 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 17.3 by the Service Provider.

17.4 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.

17.5 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 16 hereof.

17.6 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 17.

18. 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:

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 Right to Audit

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

18.7 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.

19. **Miscellaneous**

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

19.6. 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.

19.7. 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 18.7(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.

19.8. 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:

[]

19.9. 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.

19.10. 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.

19.11. 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.

19.12. 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.

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

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

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 RFP 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.

Schedule VI
Non Disclosure Agreement
Non disclosure Agreement

This Non-Disclosure Agreement (hereinafter referred to as **“NDA”**) is made on **___ Day** of **__________ 20__** (“**Execution Date**”) between:

National Skill Development Corporation, (CIN: U85300DL2008NPL181612) a company incorporated under Companies Act, 1956 and having its registered office at 5th and 6th Floor, Kaushal Bhawan New Moti Bagh Sarojini Nagar Delhi South West Delhi -110023 , India (hereinafter referred to as “**NSDC**” or “**Disclosing Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the FIRST PART;

AND

“The person/s (includes natural as well as artificial juridical person, as the case may be) as specified in Annexure – I hereto (hereinafter the **“Receiving Party ”** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART.

NSDC and Receiving Party are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”. For the purpose of sharing the Confidential Information in any manner, the term Party shall also include its directors, officers, employees, agents, consultants, advisors etc.

WHEREAS:

A. **Purpose-** enclosed as Annexure I.

B. Parties envisage that for the Purpose outlined above, the Receiving Party may receive or gain access to the NSDC’s Confidential Information (as hereinafter defined).

C. The Parties understand that the exchange or disclosure of Confidential Information which may occur hereunder is made only for the Purpose, and intend to protect such information so exchanged against any different use and further disclosure in accordance with the terms and conditions set forth herein below.

NOW IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, UNDERTAKINGS AND COVENANTS UNDERTAKEN BY THE PARTIES HEREUNDER AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY WHEREOF IS HEREBY ACKNOWLEDGED BY THE PARTIES, IT IS HEREBY AGREED AS FOLLOWS:

1 Definition of Confidential Information

For the purposes of this NDA, the term **“Confidential Information”** shall mean any confidential and/or proprietary information disclosed, made accessible or available by NSDC or any other person on its behalf to the Receiving Party under this NDA whether in writing, orally, visually, electronically in the form of samples, models or any other form that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, and discussions about that information that may occur before, at the same time, or after disclosure of any of such information. Confidential Information shall also include:

a. any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information or data, technical data, developments, intellectual property, source codes, 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, all other documents and materials etc. which is acquired by, or disclosed, made available or accessible to the Receiving Party pursuant to this NDA;

b. any information which can be obtained by examination, testing or analysis of any hardware or any component part thereof provided by the Disclosing Party;
c. any other data/details shared by NSDC, regardless of whether or not it is expressly marked as being confidential, and regardless of the form in which such information is communicated to the Receiving Party; and
d. any information which may come to the knowledge of the Receiving Party as a result of any visit to any of the facilities (including but not limited to office premises, training centres) of the Disclosing Party.

2 Obligations of the Receiving Party

2.1 The Receiving Party shall:

a. hold the Disclosing Party's Confidential Information confidential to itself and restrict access thereto to such of its directors, employees, and professional advisors for evaluation purposes in order to achieve the Purpose on a need to know basis only and who are bound by confidentiality obligations which are at least as strict as those contained in this NDA;
b. not use the Confidential Information other than for the Purpose;
c. not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
d. not make any copies of the Confidential Information except copies that are necessary for the Receiving Party for the Purpose;
e. not disclose to any other person the status, terms, conditions or other facts concerning the negotiations / discussions as contemplated between the Parties in terms hereof;
f. comply with all applicable laws in force including laws relating to privacy and data protection including but not limited to Digital Personal Data Protection Act, 2023;
g. fully indemnify and hold harmless the Disclosing Party and its directors, employees, consultants from and against any and all liabilities, damages, claims, fines, penalties, expenses etc. of whatever nature arising or resulting from violation of such applicable laws, or from the breach of the terms of this NDA by the Receiving Party or its personnel; and
h. not make any public statements or publicise about or in connection with the arrangement/relationship between the Parties without the prior written consent of the Disclosing Party.

2.2 The obligations and restrictions provided in clause 2.1 shall not apply to information which the Receiving Party can show in documented evidence:

a. to have been in the unrestricted possession of the Receiving Party at the time of disclosure hereunder; or
b. to have been or become available to the public otherwise than by breach of this NDA; or
c. to have first been lawfully obtained from a third party, without notice of such restrictions as to use and disclosure; or
d. to have been developed by the Receiving Party, independently of any Confidential Information.

2.3 A disclosure of any Confidential Information made pursuant to a directive or order of a Government entity or statutory authority or any Judicial or governmental agency shall not be considered to be a breach of this NDA or a waiver of confidentiality for other purposes provided however that only such disclosure is only to the extent required and provided further that the Receiving Party shall promptly notify in writing and assist the Disclosing Party so as to enable the Disclosing Party to seek a protective order or other appropriate remedy.

2.4 The Receiving Party agrees that it shall in no event, circumvent, attempt to circumvent, avoid or in any manner enter into any business transactions with any third party by making use of Confidential Information disclosed by the Disclosing Party, other than for the Purpose for which the Confidential Information is being disclosed.

2.5 The obligations and restrictions provided in this clause 2 shall survive the expiry / termination of this NDA (as the case may be) as stated in clause 4.

3 No Transfer or License

The Parties understand and agree that the Confidential Information shall remain the exclusive property of the Disclosing Party, and the Receiving Party does not acquire by implication, inducement, estoppel or otherwise any right in or title to or license under any patents, copyrights, trademarks, or any other law in respect of Confidential Information by virtue of any disclosure made pursuant to this NDA other than for the Purpose set out in the recitals.

4 Term and Termination

4.1 The term of this Agreement (i.e. date of commencement and date of expiry) is specified in Annexure - I ("**Term**"). The term of this NDA shall be co-terminus with the term of the Service Level Agreement.

5 Consequence of Expiry or Termination

5.1 On expiry / termination of this Agreement (as the case may be) as stated in clause 4, the Receiving Party shall retain no Confidential Information disclosed by the Disclosing Party and shall upon request of the Disclosing Party either return to the Disclosing Party or destroy all such information which is in a tangible form and is in the possession of the Receiving Party pursuant to this NDA, together with all copies thereof.

5.2 In the event of destruction, the Receiving Party shall certify in writing to the Disclosing Party within seven (07) days that such destruction has been accomplished.

5.3 Except as required under any applicable laws, the Receiving Party shall not maintain, retain or preserve any back up of the aforesaid Confidential Information in any form, which is accessible by the Receiving Party, after the effective date of expiry or termination of this NDA.

6 Irreparable damage due to Breach by the Receiving Party

The Receiving Party acknowledges that any breach of this NDA by the Receiving Party may harm and cause the Disclosing Party irreparable damage for which monetary damages may not be an adequate remedy. Accordingly, Receiving Party acknowledges and agrees that in addition to other remedies that may be available, the Disclosing Party may seek injunctive relief, specific performance or any other appropriate remedy against such a breach or threatened breach.

7 Assignment

The Receiving Party shall not assign or transfer its rights and / or obligations pursuant to this NDA without the prior written consent of the NSDC.

8 Relationship

This NDA is intended to facilitate only the exchange of Confidential Information and is not intended to be and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organisation or agency arrangement, and no Party shall have the authority to bind the other without the separate prior written agreement thereto. No Party hereto has an obligation to supply information hereunder and no Party has an obligation hereunder to enter into any contract with the other Party.

9 No Charge

Each Party shall perform its respective obligations hereunder without charge to the other Party.

10 Entire NDA

10.1 This NDA contains the complete and entire understanding between the Parties on the subject matter hereof and supersedes all discussions, proposal, understandings or agreements, oral or written, relating to the subject matter hereof.

10.2 This NDA shall apply in lieu of and notwithstanding the terms and conditions in any specific legend or restrictive statement associated with any information exchanged hereunder and the duties of the Parties shall be determined exclusively by the terms and conditions of this NDA.

11 Waiver

No failure nor any delay in exercising by NSDC of any right or remedy under this NDA, shall operate as a waiver thereof (in whole or in part), nor shall any partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy.

12 Severability

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

13 Governing Law and Dispute Resolution

This NDA shall be governed by and the rights and obligations of the Parties shall be construed in all respects in accordance with the Laws of India. Any controversy or dispute arising out of or in connection with this NDA, its interpretation, performance, or termination, which the Parties are unable to resolve within 30 days of written notice by one party to the other of the existence of such controversy or dispute, shall be referred for resolution to the Courts of New Delhi (India) exclusively, to which jurisdiction the parties expressly consent.

14 Representations and Warranties

14.1 Each Party represents and warrants to the other Party that:

a. It is duly organised and validly existing under the laws of the jurisdiction in which incorporated and has the necessary corporate power and authority under applicable laws to carry on its business and / or perform its functions.

b. This NDA:

   (i) is within its powers and has been duly authorised by it;

   (ii) constitutes its legal, valid and binding obligations; and

   (iii) does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it of this NDA.

c. NSDC makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed. All Confidential Information is provided by the Disclosing Party on an “as-is” basis.

14.2 The foregoing representations shall be deemed to be repeated at all points in time during the validity of this NDA.

15 Amendment

This NDA shall not be amended or modified except by way of a writing executed in that behalf by both Parties.

16 Miscellaneous

16.1 The rights, powers and remedies provided in this NDA are cumulative and do not exclude the rights or remedies provided by law and equity independently of this NDA.

The Parties have caused their duly authorised representatives to sign this NDA on the date first above written.

For **National Skill Development Corporation** Sign:______________________ Name: Designation:	For Sign:______________________ Name: Designation:

ANNEXURE-I

1. Details of the Receiving Party:

Name	
Address	
Type of entity	
Incorporation Number	

2. Purpose:

NSDC has selected the Receiving Party as a Service Provider pursuant to the Request for Proposal (RFP) dated __________ ("RFP") issued by NSDC for the provision of services specified therein, and the Parties have entered into a Service Level Agreement dated __________ ("Service Level Agreement") in furtherance of the RFP. This Agreement is executed to protect the confidentiality of information exchanged between the Parties in connection with the Service Level Agreement. In the event of any inconsistency or conflict between the terms of this NDA and the Service Level Agreement with respect to provisions of Confidentiality, the provisions of this NDA shall prevail to the extent of such inconsistency or conflict.

3. Term :

Date of commencement of the NDA	
Date of expiry of the NDA	

Platform Support for Tender Preparation:

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 procurement@nsdcindia.org and helpdesk at nsdcsupport@c1india.com. This will help serving the participant better.

   Note: The subject line must be mentioned in mail heading "**Empanelment of agencies to onboarding Tech partners for support Implementation of Health Intervention Pilot under the Skill Impact Bond".**

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.

i) 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.