NATIONAL SKILL DEVELOPMENT CORPORATION
STANDARD REQUEST FOR PROPOSAL
Selection of a Software Development, Sovereign-AI Engineering and Managed-Services Partner

Department — IT & Digital

Skill India Digital Hub (SIDH)

DOCUMENT CONTROL

RFP Reference No.	**BID NO: GEM/2026/B/7635371**
Version	1.0
Issued By	Department of IT & Digital, NSDC
Date of Issue	08th June 2026
Valid Until	As per GeM Portal
Classification	Public — Open Tender

Important Dates:

Event	**Date / Mode**
Date of commencement of RFP	08th June 2026
Pre-bid meeting	11th June 2026 and 1500 hrs
Virtual, MS Teams Link	https://teams.microsoft.com/meet/46414262934649?p=yTYnyGNY7aRuu0xY50 Meeting ID: 464 142 629 346 49 Passcode: im368yb7
Receipt of Queries	Only on GeM — representations section, within 4 days of bid publication
Last Date & Time of Submission	As per GeM Portal
Place of Submission	Government e-Marketplace (GeM): https://gem.gov.in/
EMD Value — see Section 2.7	INR 7,50,00,000

Contents

INSTRUCTION TO BIDDERS (ITB)

A. <u>General Provisions</u>

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. "Consortium" means a group of independent entities (maximum of two for the purpose of this RFP) joining together to submit a single bid, with one entity acting as the lead partner and another member collectively responsible for delivering the requirements of the RFP. In case of a consortium, every member of the consortium shall be jointly and severally liable for the performance of the Contract and all members of the consortium shall unanimously designate any one member to act as the lead member having authority to act on behalf of the consortium.

1.5. The Lead Partner is the primary entity in a consortium responsible for submitting the bid and coordinating with the client

1.6. "Bidder" means a legally established professional consulting firm or an entity, or where applicable, a consortium that may provide or provides the Services to the Client under the Contract.

1.7. "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.

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

1.9. "Government" means the government of India.

1.10. "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.

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

1.12. "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. "SIDH" means Skill India Digital Hub

1.16. "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.

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

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

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

1.20. "Change Request": means a formally documented request to alter the scope, schedule, cost, or technical configuration of the Services, subject to the Change Management Process in Point 12 mention in TOR.

1.21. "Data Fiduciary": means NSDC as the entity determining the purpose and means of processing Personal Data under the Digital Personal Data Protection Act, 2023 (DPDPA).

1.22. "Data Processor": means the successful Bidder processing Personal Data on behalf of NSDC.

1.23. "DPDPA": means the Digital Personal Data Protection Act, 2023, and all rules, regulations, and guidelines issued thereunder, as amended from time to time.

1.24. "SLA"/ "Contract": means the Service Level Agreement to be executed between the Client and the successful bidder selected pursuant to this RFP, including all schedules, annexures, and amendments thereto.

1.25. "SLP" or "Service Level Parameters" means the measurable performance standards, including uptime commitments and response times, together with the associated service level penalties / liquidated damages applicable for non-compliance, as detailed in Point no. 7 of this RFP.

1.26. "Service Provider" or "successful bidder" means the bidder selected in pursuance of this RFP by the Client

1.27. "Sovereign AI": means AI models, infrastructure, data pipelines, and governance frameworks owned, operated, and controlled within India's territorial and regulatory jurisdiction, ensuring data sovereignty, model transparency, and compliance with applicable Indian laws.

1.28. "Escrow Agent": means the mutually agreed third-party entity appointed by NSDC and successful bidder in writing to hold source code, documentation, and other deliverables under a Technology Escrow arrangement as specified in Point 11 mention in TOR.

2. Introduction

2.1 National Skill Development Corporation (NSDC), the Client, intends to engage an organization for Software Development, Sovereign-AI Engineering, Assessment of Existing Applications, and Application Managed Services. The engagement shall include assessment, modernization, enhancement, implementation, integration, application support, operations, and continuous improvement of the SIDH application ecosystem and associated platforms.

2.2 Bidders are invited to submit a Technical Proposal and a Financial Proposal against this RFP. The successful Bidder shall, as part of the Statement of Work (SOW), conduct a comprehensive assessment of the existing SIDH application landscape, including but not limited to application architecture, source code quality, integrations, data flows, security posture, scalability, performance, operational readiness, AI/ML readiness, technical debt, maintainability, and dependencies on underlying infrastructure and third-party systems. The assessment shall also include review of the current hosting and infrastructure environment only to the extent necessary for application modernization, performance optimization, integration planning, and operational support. The successful Bidder shall submit an Assessment Report detailing the current-state analysis, identified gaps and risks, recommendations for modernization and optimization, migration considerations, implementation roadmap, effort estimates, and prioritized transformation approach. The findings of the assessment shall be used for validation and refinement of the detailed implementation strategy, transition approach, delivery milestones, and managed services framework under the RFP. Management, administration, and operation of the underlying enterprise IT infrastructure, including core network, data center facilities, cloud foundation services, end-user infrastructure, enterprise-wide security operations, and shared infrastructure services, shall remain under NSDC unless otherwise mutually agreed in writing between NSDC and successful bidder. The information contained in this document is provided on the terms and conditions set out herein. This document is not an agreement and is not an offer or invitation. NSDC reserves the right to change, modify, add to, or alter any provisions of this document and/or the bidding process by way of issuance of public corrigendum without assigning reasons.

2.3 NSDC is committed to a transparent, fair, and competitive procurement process. All inquiries must be submitted exclusively through the GeM portal. NSDC will publish all responses as formal corrigenda accessible to all registered Bidders. NSDC shall ensure that the procurement process is conducted in a transparent, equitable, and non-discriminatory manner in line with established public procurement principles and industry-standard governance practices.

3. Conflict of Interest

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

3.2 The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by 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:** A firm engaged by the Client to provide goods, works, or non-consulting services, or any of its Affiliates, shall be disqualified from providing consulting services directly related to those goods, works, or non-consulting services.

3.3.2 **Conflicting Assignments:** A Bidder (including its Experts and Sub-Bidders) shall not be hired for any assignment that may be in conflict with another assignment of the Bidder for the same or another Client.

3.3.3 **Conflicting Relationships:** A Bidder with a close business or family relationship with NSDC professional staff directly involved in the preparation of the ToR, selection process, or supervision of the Contract may not be awarded a Contract unless the conflict is resolved in a manner acceptable to NSDC.

3.3.4 **Competitor Platform Interest:** Any Bidder that currently operates, owns, or has a material equity interest in a competing skilling platform serving Central/State Government beneficiaries in India shall disclose such interest at bid submission. NSDC reserves the right to evaluate such disclosures and impose appropriate ring-fencing requirements.

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, sub-contractors, 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.

5. **Eligibility Criteria:**

Only those Bidders who qualify the eligibility criteria will be evaluated technically:

#	Eligibility Criterion	Documents to Submit
1	**Legal Entity Status:** **Single Entity:** Bidder shall be a single entity registered in India. Single Bidder: Companies Act 1956/2013, LLP Act 2008, Indian Partnership Act 1932, or Societies Registration Act, with registered office in India as on 31 March 2021. Consortium: **Consortium:** • The Consortium shall consist of a maximum of **[2] members**. • One member shall be designated as the L**ead Partner**, who shall have the authority to represent and bind the Consortium in all matters relating to the bid submission, contract execution, and correspondence with the Client. • A legally binding **Consortium Agreement** must be submitted, clearly defining roles, responsibilities, and revenue sharing. • The Lead Partner shall be **[Indian registered entity as above]**. • The Consortium members shall jointly and severally be responsible for execution of the project. • No Consortium member shall be permitted to participate in more than one bid for the same RFP, either individually or as a member of another Consortium. • The composition of the Consortium shall not be altered without prior written approval of the Client.	Certificate of Incorporation/ Registration Certificate GST Registration PAN (for all the members of consortium) Consortium Agreement (in case of Consortium)
2	**Minimum Average Annual Turnover:** INR 100 Crore over the last three FYs (FY 2024-25, 2023-24, 2022-23 or FY 2025-26, 2024-25, 2023-24). **Consortium**: Lead Partner must meet at least 50% of the turnover requirement and; balance may be fulfilled cumulatively by the consortium members.	CA Certificate with UDIN CA-Certified Financial Statements
3	**Relevant Experience:** Minimum one (1) IT/ITeS project of INR 40 Crore or above (excl. taxes) in the Skilling & Employment / Education sector for Central/State Govt/PSU/PPP/Private, within the last 3 years. Consortium:	Work Orders / Contracts Completion Certificates Client Certificates clearly indicating project value, scope, and timelines

	Consortium: Lead Partner must independently meet this requirement including execution of projects of minimum value of INR 40 Crore or above (excluding taxes)..	
4	**Non-Debarment Declaration:** The Bidder (and each Consortium member) must not have been blacklisted/debarred by Government agencies, PSUs, Autonomous bodies, or reputed corporates as on the date of submission.	Undertaking on letterhead signed by authorized signatory (by each member of consortium)
5	**Mandatory ToR Compliance:** The Bidder (or Consortium) must comply with all requirements specified in the Terms of Reference and Scope of Work.	Undertaking on letterhead Self-declaration by authorized signatory (Lead Partner for Consortium)
6	**Compliance with Make in India Policy** 1. The bidder must comply with the provisions of Public Procurement (Preference to Make in India) Order 2017 and subsequent amendments. 2. The bidder must submit a declaration indicating the percentage of local content in the offered product/service, along with supporting documents.	A certificate from the Bidder's Statutory Auditor or Cost Auditor certifying the local content percentage must be submitted along with the Technical Proposal. Bids not accompanied by this certificate shall be treated as non-responsive
7	**DPDPA Readiness:** The Bidder must demonstrate readiness to act as a compliant Data Processor under the Digital Personal Data Protection Act, 2023. Submission must confirm: (a) appointment of a Data Protection Officer (DPO) or equivalent; (c) breach notification procedure with a maximum 72-hour SLA to NSDC.	DPDPA Readiness Declaration on the Bidder Letter head in case of consortium Lead partner as well as other members. DPO appointment evidence by bidder or in case of consortium Lead Partner must comply.

Note: - Submission of all the valid/legal documents in context to above table is mandatory. Only those Bidders whose proposals meet all the eligibility criteria will be shortlisted for further evaluation.

6. Duration of Assignment

6.1 The duration of the assignment shall be *Five (5) years* from Letter/E-mail of Intent/start of Service Level Agreement.

6.2 Purchase Orders shall be issued on an annual basis. Performance will be reviewed at the end of each year; subsequent POs shall be issued subject to satisfactory performance and approval of Competent Authority of Client.

6.3 In case of unsatisfactory performance, the contract may be terminated at NSDC's discretion with 30 days' written notice. During these 30 days, the Bidder shall transfer all knowledge, deliverables, software, and documents to NSDC or its appointed agency.

6.4 Annual performance evaluations shall use the Key Performance Indicator (KPI) framework defined in Point 7 mention in TOR. A formal scorecard shall be shared with the Service Provider within 30 days of each contract year.

7. Preparation of Proposals

7.1 General Considerations - In preparing the Proposal, the Bidder is expected to examine the

RFP in detail. Material deficiencies in providing requested information may result in rejection.

7.2 Cost of Preparation of Proposal - The Bidder shall bear all costs associated with preparing and submitting its Proposal. The Client shall not be responsible for those costs regardless of the outcome of the selection process.

7.3 Language - The Proposal and all correspondence shall be written in English.

7.4 Documents Comprising the Proposal - The Proposal shall comprise documents and forms listed in Annexure-I, II, III, and IV.

7.5 Only One Proposal - The Bidder shall submit only one Proposal. Submission of or participation in more than one proposal shall result in disqualification of all such proposals.

7.6 Proposal Validity - The Bidder's Proposal must remain valid for 180 days after the submission deadline. If a Bidder is found to have been unavailable or included without confirmation, the Proposal shall be disqualified.

7.7 Extension of Validity - The Client will endeavor to complete negotiations within the validity period. Should the need arise, validity will automatically extend by 180 days. No changes to the original Proposal shall be made during such extension.

8. Proposal Security:

8.1 The Bidder shall submit a Bid Security (Earnest Money Deposit) of Rupees Seven Crores Fifty Lakhs only (INR 7,50,00,000/-) as part of its Technical Proposal. The Bid Security shall be valid for the duration of the Proposal Validity Period plus 30 days.

8.2 The Bid Security shall be submitted as an account-payee demand draft or bank guarantee in favor of "National Skill Development Corporation". Format of bank guarantee is mentioned for the purpose of Bid Security is mentioned in Annexure IX of this RFP.

8.3 The Bid Security shall be refunded to unsuccessful Bidders within 30 days of contract award, and to the successful Bidder upon submission of the Performance Security.

8.4 The Bid Security may be forfeited if the Bidder: (a) withdraws its Proposal during the validity period; (b) fails to execute the Contract after award; or (c) provides false or misleading information in the Proposal.

9. Sub-Contracting:

The provisions governing the sub-contracting are mentioned in sub-clause 2.5 of Service Level Agreement attached in Annexure-X of this RFP

10. Clarification and Amendment of RFP:

The Bidder may request a clarification on any part of the RFP ONLY on the GeM portal under representations section. Should the Client deem it necessary to amend the RFP because of a clarification, it shall do so following the procedure described below:

10.1 At any time before the proposal 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.

10.2 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.

10.3 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.

11. Technical Proposal and Financial proposal Format and Content:

11.1 The Pre-Qualification criteria would be submitted as per Annexure-II.

11.2 The Technical Proposal shall be prepared using the format provided in Annexure-I and III.

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

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

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

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

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

11.8 The Bidder shall also submit as an annexure to the Technical Proposal: (a) a Data Flow Architecture diagram showing how citizen data traverses the system; (b) a Security Architecture overview; and (c) an AI/ML Model Governance Framework summary (max 5 pages).

12. Submission of Proposals:

12.1 The Bidder shall submit a signed and complete Proposal on the Government e-Marketplace (GeM):https://gem.gov.in/

12.2 An authorized representative of the Bidder (in case of consortium by Lead Partner) shall sign the original submission letters in the required format for 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.

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

13. 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.

13.1 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.

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

13.3 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.

13.4 This document is subject to Copyright Laws. NSDC expects the Bidder to maintain confidentiality. By downloading this document, the interested party is subject to confidentiality obligations.

14. Opening of Technical Proposals:

The Client's evaluation committee shall conduct the opening of the Technical Proposals.

15. Evaluation of Technical Proposals:

The Client's evaluation committee shall evaluate the Technical Proposals first based on their responsiveness to the RFP and applying the eligibility criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to meet the eligibility.

Technical Evaluation Criteria:

#	Criteria / Sub-Criteria	Max Marks	Documents Required
1	**Relevant Eligible Experience:** IT/ITeS project(s) of INR 40 Crore+ in Skilling & Employment / Education sector, within the last 3 years. Each eligible project: 5 marks; max 3 projects considered. Consortium: Lead Partner must independently meet the minimum threshold. If the consortium partner also meets the minimum experience criteria for their executed projects, this will be added consideration for evaluation and eligibility in terms of marking, however the Lead Partner must fulfil the abovementioned relevant eligible experience.	15	Work Orders / Completion Certificates / Client Certificates (clearly showing value, scope, timelines)
2	**Financial Capacity:** Average Annual Turnover over the last three FYs (FY 2024-25, 2023-24, 2022-23 or FY 2025-26, 2024-25, 2023-24). ₹100-150 Cr → 1 mark; ₹150-200 Cr → 2.5 marks; ≥₹200 Cr → 5 marks. Lead Partner must contribute ≥50% **of the required minimum turnover**.	5	CA Certificates with UDIN
3	**Similar Solution & Scale:** Solution capturing end-to-end citizen lifecycle journey in Government / PSU / PPP context in India. Scale scoring: ≥10L users → 2.5M; ≥20L → 5M; ≥30L → 7.5M; ≥40L → 10M. Demonstration Quality: 5 marks.	15	Work Order / Service Level Agreement; Proof of scale (certificate from client / system reports); Live demonstration of solution
4	**Understanding of Scope & Technology:** Understanding of Scope of Work → 10 marks; Understanding of Technology Landscape (including SIDH ecosystem) → 8 marks; **Cybersecurity, Data Privacy & DPDPA Compliance Strategy → 2 marks**	20	Presentation covering scope, technology, cybersecurity architecture and DPDPA compliance approach
5	**Approach & Methodology:** Transition Plan → 10 marks; Sovereign AI Approach & Methodology → 8 marks;	25	A&M section in presentation; demonstration of Sovereign AI LLM/SLM

	Sovereign AI Governance Framework (model transparency, data sovereignty, bias mitigation, model audit plan) → 2 marks O&M Strategy → 5 marks. Consortium: roles of Lead/Partner must be clearly defined.		capabilities at scale; demonstration of digital psychometrics at scale; AI Model Card and Governance documentation
6	**Key Expert Interviews:** 20 categories of Key Experts, 1 mark each. 20% weight for technical qualification; 80% for interview and project execution understanding. All proposed employees must be on payroll. contribution 50% from Lead Partner; and 50% from Consortium Partner.	20	CVs in format per Annexure-VI; Resources must be on payroll of Bidder or Lead Partner and Consortium Partner (Declaration on bidder letter head (by each member of consortium)
TOTAL	**Minimum qualifying score: 70 marks**	**100**	

Minimum Qualifying marks will be 70. Proposal obtaining 70 or more marks in technical evaluation will be qualified for financial proposal opening.

16. Opening of Financial Proposals and evaluation.

16.1 After technical evaluation is approved, the Client shall notify Bidders who did not meet the minimum qualifying score. Their Financial Proposals will remain unopened.

16.2 Financial Proposals of technically qualified Bidders shall be opened, inspected for compliance with RFP terms, and total prices recorded.

17. Method of selection: QCBS 70:30

17.1 Formula: B = [(Clow / C) × X] + [T / Thigh × (1 – X)]

17.2 Where: C = Evaluated Bid Price; Clow = Lowest evaluated bid price; T = Technical score of the bid; Thigh = Highest technical score; X = 0.30 (financial weight).

17.3 The bid with the highest combined score (B) shall be the Most Advantageous Bid. In case of equal scores, preference shall be given to the bidder with the highest technical score.

17.4 In accordance with the Public Procurement (Preference to Make in India) Order, only Class-I and Class-II Local Suppliers are eligible to participate in this procurement. Non-Local Suppliers are not eligible to bid. Bidders must declare their Local Supplier class (Class-I / Class-II) in the Financial Proposal and provide a certificate from a Statutory Auditor or Cost Auditor certifying the percentage of local content, as required under Para 9(b) of the Order. In evaluation, where the lowest bid is from a Class-II Local Supplier and a Class-I Local Supplier has bid within a price margin of 20% of the Class-II supplier's price, the order shall be awarded to the Class-I Local Supplier at the Class-II supplier's quoted price, in accordance with Para 6 of the Order (Public_Procurement_order_2017.pdf)

18. Performance Security

18.1 At the time of signing of the Service Level Agreement, the successful bidder (in case of a Consortium, through its Lead Partner) must submit the electronic performance bank guarantee for an amount of 5% of the total contract value (including taxes) to the Client.

18.2 Within 15 days of receipt and acceptance of the ePBG, the Client shall issue the Purchase

Order to the successful bidder.

18.3 The performance security to be submitted by the successful bidder shall remain valid for the entire tenure of the Service Level Agreement, along with an additional period of three (3) months beyond the expiry or termination of the Service Level Agreement. The performance security shall be subject to encashment by NSDC in accordance with the sub-clauses 6.1 or 6.3 of the Service Level Agreement attached in Annexure-X of this RFP.

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

18.5 The Performance bank guarantee shall be in the form of:

a) 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. OR

b) Insurance surety Bond in the prescribed format (refer Schedule VI of Service Level Agreement)

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

18.7 The performance security will be returned to the successful bidder not later than ninety (90) days after the completion of contractual obligation including warranty obligation.

19. Time Allowed for Technical Clarifications During Technical Evaluation:

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

19.2 Clarification Period: Bidders shall provide the requested technical clarifications within [3] calendar days from the date of receipt of the Procuring Entity's request for clarification.

19.3 Mode of Communication: All clarifications must be submitted in writing via GeM or any other official communication medium specified by the Procuring Entity (limited to Technical Presentation).

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

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

20. DATA PROTECTION AND PRIVACY OBLIGATIONS

The Service Provider, as Data Processor, shall comply with the Digital Personal Data Protection Act, 2023 and all rules issued thereunder. The Service Provider shall process Personal Data only on documented instructions from NSDC. Detailed provisions relating to data protection are set out in the Non-Disclosure Agreement ("**NDA**"), annexed as Schedule IX to the Service Level Agreement attached in Annexure-X of this RFP.

21. INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights (IPR) applicable to the successful bidder shall be governed by the provisions set out in Clause 12 of the Service Level Agreement attached in Annexure-X of this RFP. All bidders are advised to carefully review and comply with the IPR terms and conditions specified therein.

Annexure -I

(Documents Comprising Technical Proposal)

Form Tech-1

Technical Proposal Submission Form

(In case of consortium to be submitted by Lead Partner)

{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 confirm compliance with, or readiness to comply with, the Digital Personal Data Protection Act, 2023 as a Data Processor, and we commit to execute a Non-Disclosure Agreement with NSDC at the time of signing of Service Level Agreement.
(i) We confirm that the proposed solution includes data localization measures ensuring all citizen Personal Data is stored and processed exclusively within India.

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

I. General Information

(*in case of consortium , details of both the consortium members is required)*

SN	Particulars	Details (Enclose supporting documents, wherever required)
1.	Name of the Bidder (in case of consortium , details of both the consortium members is required)	
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):

(in case of consortium , details of both the consortium members is required)

SN	Particulars	Details(Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration/ In case of Consortium, date of Consortium Agreement along with the duly signed agreement	
2.	Annual Turnover: 2025-26 2024-25 2023-24 *In the event that the audited financial statements for FY 2025–26 are not available as on the bid submission date, the bidder's turnover for the immediately preceding three (3) audited financial years, namely FY 2024–25, FY 2023–24, and FY 2022–23, shall be considered for evaluation purposes.	
3.	Relevant Experience:	
4.	Blacklisting Declaration	
5.	DPDPA Readiness Declaration and DPO Appointment Evidence	
6.	Other Declarations as required	

Annexure-III

Information as per technical evaluation criteria to be furnished (Reference Clause 20):

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 and Live demonstration**	
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	
3) **Technical Presentation to be submitted covering the Understanding, A&M and proposing innovations (if any)**	
4) **CVs of the proposed resources in the format as per Annexure-VI**	
Name of Resource	**Proposed for Role**

Add more rows if required.

<u>Annexure-IV</u>

Financial Proposal Submission Form (On letterhead of the Bidder)

(in case of consortium , through Lead Partner)

S.no.	Description	UOM	Unit cost Excl. taxes	Total cost Incl. taxes
1	Cost of Project as per Term of reference for Phase 1 (Months 1-18)	LS		
2	Cost of Project as per Term of reference for Phase 2 (Months 19-24)	LS		
3	Cost of Project as per Term of reference for Phase 3 (Months 25-36)	LS		
4	Cost of Project as per Term of reference for Phase 4 (Months 37-48)	LS		
5	Cost of Project as per Term of reference for Phase 5 (Months 49-60)	LS		
	Total Cost of Project for 5 years inclusive taxes			(E)

Total bid value in words including Taxes for 5 years – Rs.

a. The Financial Break-up to be furnished as above should be mapped in accordance with the rates quoted on GeM.
b. Please fill in the total cost of project GeM portal as per column (E).
c. The Financial Proposal shall also include a separate schedule of: (a) unit rates for additional resource categories not in the main scope; (b) costs for optional services; and (c) annual escalation assumptions (CPI-linked, capped at 5% p.a.).

Display Formula on GeM:

<u>**Annexure-V**</u>

Fraudulent or Corrupt Practices

It shall be ensured that all activities relating to the award of Contract and its execution are conducted in a fair, consistent, and transparent manner, adhering to the highest standards of integrity and ethical conduct. In this regard, all Bidders, whether participating individually or as part of a Consortium, including their respective employees, sub-contractors, sub-consultants, sub-vendors, and authorized agents, shall be required to observe the highest standards of ethics during procurement and execution of the Contract.

In the case of a Consortium, this obligation shall apply jointly and severally to all members of the Consortium.

In pursuance of the above:

(i) A Proposal may be rejected if it is determined that the Bidder (in case of a single entity) or any member of the Consortium, including the Lead Member and/or its employees, sub-contractors, sub-consultants, sub-vendors, or agents, has engaged in corrupt or fraudulent practices while competing for the Contract in question.

(ii) The funds allocated to a Contract may be cancelled, in full or in part, if it is determined that the Bidder or, in the case of a Consortium, any of its members and/or their respective employees, sub-contractors, sub-consultants, sub-vendors, or agents have engaged in corrupt or fraudulent practices in securing the Contract or during its execution.

(iii) A Bidder, or in the case of a Consortium, the Consortium as a whole and/or any of its constituent members, may be declared ineligible, either indefinitely or for a specified period, to be awarded a Contract if it is determined at any stage that such Bidder or any Consortium member has engaged in corrupt or fraudulent practices in competing for or executing the Contract.

For the purposes of this provision, the following definitions shall apply:

"Corrupt Practice" means offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of officials of NSDC in the procurement process or in the execution of a Contract.

"Fraudulent Practice" means any misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract, and includes collusive practices among Bidders or among Consortium members and/or other bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels.

Annexure-VI
CURRICULUM VITAE (CV)

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

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

____

____

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

Period	**Employing organization and your title/position. Contact info for references**		**Summary of activities performed relevant to the Assignment**
[e.g., May 2005-present]			

____

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

____

Adequacy for the Assignment:

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

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

Certification:

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

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

Annexure-VII

Consortium Partners:

Bid by Consortium is allowed. Consortium must comply with the following requirements:

i. The consortium agreement must be submitted clearly identifying the "Lead Partner". This authorization shall be evidenced by submitting with the bid a duly signed consortium agreement signed by both the members clearly defining the roles and responsibilities of both the members. Application in consortium is permitted subject to a maximum of two (02) Agencies.

ii. The bid may be signed by all members of the consortium. Alternatively, the lead partner may sign the bid.

iii. The formation of consortium or change in the consortium character/agencies after submission of the bid and any change in the bidding regarding consortium will not be permitted without prior written consent of Client.

iv. The bid submission must include documentary evidence to the relationship between consortium partners in the form of Consortium agreement to legally bind all partners jointly and severally for the proposed Service Level Agreement , which should set out the principles for the constitution, operation, responsibilities regarding work and financial agreements, participation (percentage share in total) and liabilities (jointly and severally) in respect of commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

v. The consortium agreement must provide that the Lead Partner shall be authorized to receive instructions for and on behalf of the consortium and the entire execution of the contract shall be done with active participation of the both the members.

vi. The Service Level Agreement should be signed by each consortium member to legally bind all members jointly and severally and bid shall be submitted with a copy of the consortium agreement providing the joint and several liabilities with respect to the contract. Subsequent declarations/letters/documents shall be signed by the Lead Partner authorized to sign on behalf of the consortium or authorized signatory on behalf of the consortium.

vii. The consortium agreement must specifically state that it is valid at all the times for the project for-which bidding is done. If the consortium breaks up midway before award of work and during bid validity period, bid will be rejected. If the consortium breaks up midway without prior approval of NSDC before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of the tender document, all the members of the consortium shall be debarred from participating in future for bids for a minimum period of twelve (12) months or maximum 36 months as per sole discretion of NSDC. The remaining partner, including the Lead Partner, shall be fully liable for carrying out and completing all remaining activities under the Service Level Agreement . Such withdrawal or non-performance by any consortium partner shall constitute a breach of the terms of the Service Level Agreement and may result in termination of the contract.

viii. Consortium agreement shall be duly executed on non-judicial stamp paper and notarized, and shall be legally valid and binding on the members before making any payment.

ix. Each Consortium members shall be jointly and severally liable for DPDPA compliance obligations, including data breach notification responsibilities.

x. The Consortium Agreement must specify the data governance responsibilities of each member, including which member acts as Data Processor under the DPDPA.

Annexure-VIII

TERMS OF REFERENCE

Skill India Digital Hub

Design, Development, Operations, Sovereign-AI Integration and Enhancement

Selection of a Software Development, Sovereign-AI Engineering
and Managed-Services Partner

Issued by

National Skill Development Corporation (NSDC)

under the aegis of the Ministry of Skill Development and Entrepreneurship (MSDE)

Government of India

Preamble

This Terms of Reference ("ToR") sets out the indicative scope of work for an integrated engagement spanning operations, maintenance, enhancement, and sovereign-AI integration of the Skill India Digital Hub (SIDH) platform. It supersedes the prior ToR issued for the platform and consolidates, under a single Time-and-Material engagement, the responsibilities that have historically been distributed across multiple specialist vendors. The objective is to bring continuity, accountability, and architectural coherence under one engagement partner, while expanding the platform's capability envelope in line with the India AI Mission, the National Skill Development policy of 2025, the Digital Personal Data Protection (DPDP) Act 2023 and prevailing Government of India directives on sovereign Artificial Intelligence.

Please note that the scope set out in this ToR is indicative but not exhaustive. The engagement will be governed on a Time-and-Material basis under the supervision of NSDC, with mutual agreement on sprint plans, milestone definitions and acceptance criteria. NSDC reserves the right to expand or re-priorities the scope during execution, with appropriate variation processes per the engagement contract.

Strategic Vision — SIDH as a Sovereign-AI Substrate for India's Skilling Ecosystem

Within twenty-four months of its September 2023 launch, the Skill India Digital Hub has crossed 150 million learner registrations, federated 779+ courses across PMKVY 4.0, PM Vishwakarma, DDU-GKY, NAPS, SOAR and other national skilling schemes, and integrated with Aadhaar, Digi Locker, NCVET, NSQF, NCrF, ABC, NCS and the AEBAS biometric layer. The platform is operationally proven as the unified Digital Public Infrastructure for India's skilling ecosystem.

This Terms of Reference defines a 5-year mandate that is materially more ambitious than the platform's first chapter. SIDH must now evolve from a registration, discovery and credentialing portal into a sovereign-AI substrate for the entire skilling intelligence of India — a platform that does not merely host content and credentials but actively models, predicts, recommends, assesses and adapts at the level of every individual learner, every instructor, every training center, every Sector Skill Council and every occupation in the National Industrial Classification.

The strategic outcome NSDC seeks from this engagement is the construction of a sovereign Indian skilling-intelligence asset — owned by the Government of India, hosted within India, fine-tuned on Indian skilling corpora, evaluated against Indian harm and bias taxonomies, and continuously enriched by the transactional data of Indian learners, employers and training providers — that no foreign LLM provider can replicate. This sovereign asset is the long-term moat that will differentiate India's skilling ecosystem internationally and will underwrite policy decisions, scheme design and labor-market interventions for the next decade.

> **The five outcomes this engagement must deliver**
>
> 1. Sovereign skilling-intelligence layer — AI-native platform owned by the Government of India, with model weights, training data, embeddings, knowledge graphs and inference endpoints hosted within India and governed by the DPDP Act 2023 and India AI Mission directives.
> 2. AI-driven assessment of cognitive, non-cognitive and psychomotor skills — moving beyond classical Item Response Theory into sector-specific supervised-learning assessment models for every NSQF level, every Qualification Pack and every trade in the Directorate General of Training (DGT) ecosystem.

3. Personalized adaptive skilling environments — every learner receives a continuously-tuned learning pathway, item difficulty and modality based on their evolving skill profile across the five-domain proficiency model (Basic, Technical, Cognitive, Psychomotor, Soft).
4. Sector-specific sovereign Small Language Models (SLMs) — fine-tuned for the Skill Industry, the DGT trades ecosystem and the NCVET qualifications ecosystem; each model versioned, evaluated and continuously re-tuned with new transactional data from SIDH.
5. Multi-use AI agent fabric — agents that go far beyond chat or career counselling to deliver predictive analytics, anomaly detection, dynamic accreditation scoring, dropout early-warning, placement forecasting, sector demand modelling and scheme-effectiveness diagnostics across the SIDH transactional layer.

The data and knowledge moat for these outcomes already exists, in latent form, within SIDH. Each learner registration, each assessment attempt, each apprenticeship transaction, each placement event, each accreditation decision and each scheme-eligibility resolution generates a data point that — when curated, embedded and indexed against the canonical skilling ontology — becomes part of a sovereign training corpus unavailable to any other party. The successful bidder 's central engineering responsibility is to instrument, curate, govern, and progressively activate this corpus into models, agents and decision-support surfaces that the Government of India, States, Sector Skill Councils, training providers, employers and learners can use directly.

The five-year arc of this engagement is therefore not a sequence of independent deliverables but a single coherent construction programme: (i) instrument the transactional moat, (ii) build the knowledge graph and super-taxonomies over it, (iii) fine-tune sector-specific sovereign SLMs against it, (iv) wrap those models in safety, evaluation and orchestration scaffolding, and (v) deliver them to learners, officers, assessors, accreditors, employers and policymakers as agents, copilots and decision-support surfaces. Existing modules (registration, discovery, LMS, certification, credentials, dashboards) are reframed under this construction programme: each is enhanced with an AI overlay that transforms it from a transactional record into a signal contributor to the sovereign intelligence asset.

1. Skill India Digital Hub

1.1 Overview and Background

Skill India Digital Hub (SIDH) is an initiative of the National Skill Development Corporation (NSDC) under the Ministry of Skill Development and Entrepreneurship (MSDE), Government of India. SIDH is the comprehensive digital platform of India for synergising and transforming the skills, education, employment and entrepreneurship landscape, and is positioned within the broader Digital Public Infrastructure (DPI) family of India alongside Aadhaar, the Unified Payments Interface (UPI), DigiLocker and the Open Network for Digital Commerce (ONDC).

SIDH leverages digital platforms and tools to democratise learning, assessment, jobs and apprenticeships for every Indian citizen interested in up-skilling, re-skilling, cross-skilling or lifelong learning. The platform is a comprehensive information gateway for all Government skilling and entrepreneurship initiatives in India — a go-to hub for citizens in pursuit of career advancement and economic mobility, and a single window for industry-relevant skill courses, job opportunities and entrepreneurship support.

SIDH was conceived with a commitment to inclusivity and ease of use: an adaptive user interface that performs across device classes; multilingual coverage across the 22 scheduled Indian languages (via integration with the Bhashini stack); Aadhaar-based eKYC for secure, friction-light identity onboarding; one-step OTP-led registration; a mobile-first delivery model; intent-based search; and personalised learning pathways. The platform supports Virtual Instructor-Led Training (VILT), micro-credentials, digitally verifiable credentials, digital CV with QR codes, and a learner's geo-aware Skill India Map for discovery of nearby training centres, apprenticeships and employment opportunities.

SIDH has integrated with the full set of MSDE programmes including the Pradhan Mantri Kaushal Vikas Yojana (PMKVY), PM Vishwakarma, the National Institute for Entrepreneurship and Small Business Development (NIESBUD), Jan Shikshan Sansthan (JSS), the Directorate General of Training (DGT), the National Apprenticeship Promotion Scheme (NAPS), Pradhan Mantri SETU (ITI upgradation), Skill Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP), Skill Strengthening for Industrial Value Enhancement (STRIVE), Skilling for AI Readiness (SOAR), and Recognition of Prior Learning (RPL). The convergence story extends to 23 Central Ministries and 45 of their schemes, 26 States/UTs and 126 of their schemes, NSDC JobX, and the canonical identity-and-credential rails of India including DigiLocker, Aadhaar, Gati Shakti, the National Career Service (NCS), eSHRAM, the National Credit Framework (NCrF) and the Academic Bank of Credits (ABC).

1.1.1 Scale and adoption (indicative, as of FY 2025-26)

Metric	Indicative value
Registered candidates	1.5 crore +
Catalogued courses on SIDH	2,959 (779 PMKVY, 18 PM Vishwakarma, 685 other Govt scheme, 1,477 Digital Learning Partner)
Catalogued courses on the eSkill India universe	7,000 +
Training providers	7,000 +
Cumulative training centres	~1,58,474

Metric	Indicative value
Sector Skill Councils	36
Catalogued job roles	11,912
Employer partners	68,000 +
NAPS apprentices engaged	25 lakh +
Mobile-app installs (Play Store)	2.5 million +, 4.1 ★ on ~4,500 reviews
Average monthly web visits (industry trackers)	~1.39 million, ~17-minute session
Digital Learning Partner content (minutes)	88.4 million + minutes of learning material

1.2 Existing Platform — Functional Capabilities

SIDH provides a comprehensive set of digital services that together constitute the operational layer of India's skilling ecosystem. The capability set summarised below is the existing functional baseline that the successful bidder is required to operate, maintain, harden and enhance under the scope of work in Section 4.

1.2.1 Comprehensive Learning Management System

The Learning Management System (LMS) is the cornerstone of SIDH's educational infrastructure. It hosts course content, tracks each learner's progress at the module and assessment level, issues completion certificates, supports peer interaction, and provides the data foundation for personalisation. The LMS is currently a containerised deployment of the Open edX platform, with course content organised under canonical Open edX locators and analytics produced via the Cairn module.

1.2.2 Virtual Instructor-Led Training (VILT)

VILT sessions on SIDH offer real-time, interactive learning experiences guided by expert trainers. They simulate the traditional classroom experience over digital channels, support live discussion, polling, activities and immediate feedback, and bring high-quality instruction within reach of learners in geographically remote regions.

1.2.3 Digitally Verifiable Credentials and Digital CV

On successful completion of a course or qualification, SIDH issues a credential to the learner. The credential is rendered both as a printable certificate and as a digital artefact recorded into the learner's DigiLocker. A QR code on the certificate enables third-party verification, and a personalised Digital CV — accessible to prospective employers and partners by a scan or short URL — surfaces the learner's qualifications, experiences and achievements in a consistent professional format. Strengthening the cryptographic substantiation of this credential layer is an explicit additional-scope requirement under Section 4.B.6 of this ToR.

1.2.4 Recommendation, Search and Discovery

An AI/ML-driven recommendation system personalises course pathways and career suggestions based on each user's skill profile, interests and learning history. An intent-aware search service enables learners to navigate the catalogue conversationally. The Skill India Map combines geotagging and digital mapping to surface skill centres, apprenticeships and employment opportunities in proximity to the learner.

1.2.5 Convergence with Government schemes and DPI rails

SIDH operates as the single-window front end for the Government of India's skilling schemes (Section 1.1) and integrates with the canonical identity-and-credential DPI of India. Real-time data sharing across schemes supports unified beneficiary tracking and evidence-based programme design. Convergence has been achieved with 23 Central Ministries and 26 State/UT Governments and their schemes (Section 1.1).

1.2.6 Multi-channel notifications and learner communications

Time-sensitive learner communications — registration updates, profile-completion prompts, course-enrolment confirmations, batch announcements, certificate notifications — flow through WhatsApp, SMS, e-mail and in-app push channels, with the learner's preferred channel honoured per their profile.

1.2.7 Programme dashboards and analytics

SIDH operates dashboards for real-time monitoring, evaluation and reporting across the major schemes including Apprenticeships, PMKVY, PM Vishwakarma, NSDC Academy, Skill Impact Bonds, JSS, NSDC International, NIESBUD and SANKALP. Dashboards expose enrolment, completion, certification and placement metrics to policymakers, administrators and training partners.

1.2.8 Compliance with Government and accessibility standards

The platform is compliant with the Guidelines for Indian Government Websites (GIGW), follows the Web Content Accessibility Guidelines (WCAG), and adheres to applicable Government of India standards on hosting, security and data protection. Strengthening the platform's posture against the Digital Personal Data Protection (DPDP) Act 2023 and aligning with the CERT-In coordinated-disclosure regime is an explicit additional-scope requirement under Section 4.B.7 of this ToR.

1.2.9 Micro-credentials and modular learning

SIDH offers micro-credentials — short, targeted certifications validating specific skills or competencies, designed with industry input, and stackable into comprehensive skill profiles over time. This modular approach supports lifelong learning and rapid response to evolving labour-market demand.

1.2.10 Entrepreneurship enablement

Beyond traditional skill development, SIDH supports entrepreneurship through dedicated training programmes in financial literacy, digital marketing, business planning and market linkages, integrated with the Udyamkart marketplace to provide trained candidates an immediate pathway to commerce.

1.2.11 Conversational assistance

SIDH operates a multilingual conversational interface accessible over WhatsApp and the web. The conversational layer answers candidate queries about courses, schemes, certifications, training centres, apprenticeships and placements. The substantial expansion of this layer — from a query-and-answer chatbot into a sovereign-AI-grounded, voice-and-IVR-capable, multi-agent skilling assistant for learners and officers — is the central additional-scope ambition of this engagement and is described in detail in Section 4.B.4.

1.2.12 Additional functional features (existing)

The full feature set carried forward from the existing platform includes, without exhaustion:

- Online courses and e-learning across domains, with multimedia, quizzes and assignments;
- Dedicated mobile applications for Android and iOS (with visionOS support);
- Video lectures, simulations and virtual labs for technical fields;
- Online assessments and certification upon successful completion;
- Digital skill portfolios that may be shared with prospective employers;
- Collaborative learning through discussion forums and peer interaction;

- Upskilling and reskilling pathways with tailored learning paths;
- Job matching and apprenticeship listings with industry partnerships;
- Convergence with Government skilling schemes and the eligibility-driven subsidies/free courses they enable;
- Networking and industry connections, guest lectures and webinars;
- Self-paced learning with accessibility features for persons with disabilities;
- Intent-based, context-aware search.

2. The Platform

SIDH is designed with modern cloud-native technologies to provide a dynamic, scalable and inclusive learning environment. It is hosted on the AWS Mumbai region with the OpenShift container platform, employs a micro-services pattern in the middleware and a Single Page Application front end. For ease of governance and engineering ownership the platform is organised into four pillars described below: Front End and Adaptor Layer, Domain Layer, Data Engineering Layer, and Support Layer.

2.1 Front End and Adaptor Layer

The Front End and Adaptor Layer aggregates, filters and transforms the services offered by various domain micro-services before exposing them either to the candidate-facing web and mobile applications or to other portals interested in data exchange. The layer is implemented in Node.js with the following design advantages:

- Efficient development — consistent JavaScript language across front and back of the adaptor layer streamlines development and enhances collaboration;
- Asynchronous operations — the event-driven, non-blocking architecture is well-suited to real-time features such as notifications and live interactions;
- Scalability — Node.js efficiently manages high concurrency, ensuring responsive user experience during peak usage;
- Rich ecosystem — extensive open-source library access via npm simplifies third-party integration;
- Single-Page-Application alignment — well-suited to the user-experience expectations of modern web applications.

2.2 Domain Layer

The Domain Layer is implemented as a micro-services architecture. Individual domain capabilities — learner, trainer, training centre, training provider, scheme management, recommendation, convergence, integration, search — are encapsulated as independently deployable services. The pattern provides the following advantages, all of which are required to be preserved and strengthened under the additional scope of this engagement:

- Scalability — each service can be scaled independently based on demand;
- Modularity and maintainability — each service represents a specific feature, simplifying development, update and maintenance;
- Rapid development — different teams can work on separate services simultaneously;
- Technology diversity — different services may use the most suitable technology stack (Java, Python, PHP, JavaScript);
- Fault isolation — failures in one service do not cascade across the platform;
- Deployment flexibility — services can be deployed independently of one another;
- Improved resource utilisation — services deployed on Kubernetes/OpenShift use resources efficiently;
- Easier scaling — resources can be allocated precisely to the services that need them;
- Third-party integration — the pattern accommodates integration with payments and Government platforms;
- Future-proofing — the modular pattern enables adoption of new technologies without overhauling the whole platform;
- Autonomous development teams — service ownership encourages innovation and accountability.

2.3 Data Engineering Layer

The Data Engineering Layer manages, processes and analyses the data generated by SIDH's various components. It encompasses Extract-Transform-Load (ETL) processes, the data warehouse, and analytics functionalities. Under the additional scope (Section 4.B.1) this layer is significantly extended to host the sovereign data and knowledge substrate (Skilling knowledge graph, Indic-language skilling corpora, vector and embedding stores, and Graph-RAG infrastructure).

2.3.1 ETL (Extract, Transform, Load)

- Extract — data is extracted from various sources including user interactions, course enrolments, assessments and user profiles. External sources such as job listings and industry trends are also ingested;
- Transform — extracted data is transformed to meet specific standards, formats and requirements, with cleansing, validation, normalisation and enrichment;
- Load — transformed data is loaded into the data warehouse and downstream stores for further processing and analysis.

2.3.2 Data warehousing

- A central data warehouse stores structured and organised data from across the platform;
- The data warehouse is designed to support efficient querying and reporting;
- Data from user interactions, course progress, certifications and job matching is integrated into the warehouse.

2.3.3 Analytics and reporting

- Analytics derive meaningful insights, patterns and trends from the data warehouse;
- Descriptive, diagnostic, predictive and prescriptive analytics are performed to uncover insights for stakeholders;
- Outputs include user-behaviour insights, course-effectiveness diagnostics, learning trends, job-market demand signals.

2.3.4 Benefits of the Data Engineering Layer

- Data-driven decisions — based on insights from user interactions and learning outcomes;
- Personalisation — recommendations for courses, learning paths and career opportunities;
- Course improvement — identifying gaps for instructors and curriculum designers;
- Performance tracking — learners can track progress and receive feedback on a dashboard;
- Job and course matching optimisation — analytics identify job-market trends and refine matching algorithms;
- Continuous improvement — informs ongoing improvements to functionality, user experience and content;
- Reporting and compliance — supports detailed reporting, compliance audits and regulatory requirements.

2.4 Support Layer

The Support Layer harmonises the platform's cross-cutting services — identity management, payment processing, messaging and notifications, integrations with third-party Government services, audit logging, observability — into a coherent operating environment. It is the backbone that ensures SIDH operates smoothly, addresses user needs and adapts to evolving technological standards.

3. The Big Picture

3.1 Technology Stack

The table below sets out the indicative technology stack of the platform. Items 1–22 are the current stack as operated. Items 23–37 are the indicative additions required to deliver the sovereign-AI additional scope in Section 4.B. The final stack at any point in the engagement will be mutually agreed between NSDC and the partner, with appropriate technology-neutrality where multiple equally valid choices exist.

S. No.	Layer	Technology (existing / indicative addition)
1	Programming language	Java, Python, JavaScript / TypeScript
2	RDBMS	PostgreSQL
3	LMS	Open edX (Tutor-deployed)
4	NoSQL	Elasticsearch, Redis, MongoDB
5	Data warehouse	Informatica
6	Data engineering	Cassandra, Apache Spark
7	Framework	Spring Boot, Node.js, Django
8	Front end	Angular, React Native, Ionic, React + Vite
9	Orchestration	Kubernetes / OpenShift
10	Cloud service provider	AWS (ap-south-1, Mumbai)
11	Monitoring	ELK stack, APM
12	Messaging	Apache Kafka
13	NLP (legacy)	Rasa
14	CI/CD	Ansible, Jenkins, SonarQube, shell scripting
15	Version control	GitLab, GitHub
16	Testing	Selenium, JMeter
17	Build	Docker
18	OS	Ubuntu
19	GIS	OpenStreetMap / OpenMap
20	Data visualisation	Power BI
21	IAM	Keycloak
22	Runtime / service mesh	Istio / Linkerd
23	Foundation models	Indigenous sovereign LLMs under IndiaAI Mission (e.g., Sarvam-30B/105B, BharatGen Param2 17B MoE, Project Indus, AI4Bharat) and approved open-source models — all India-resident hosting

S. No.	Layer	Technology (existing / indicative addition)
24	Inference runtime	vLLM, Triton Inference Server, TGI; KV-cache optimisation; quantisation
25	Fine-tuning framework	PyTorch, Megatron-LM, DeepSpeed; LoRA / QLoRA / DPO / RLHF tooling
26	Vector store / embeddings	Milvus, Weaviate, Qdrant (open-source); pgvector for relational co-residence
27	Knowledge graph	Neo4j, JanusGraph, or RDF-store (Apache Jena); SHACL / SPARQL
28	RAG framework	LlamaIndex / LangChain or equivalent open-source toolchains; Graph-RAG patterns
29	Agent orchestration	LangGraph, AutoGen, or equivalent multi-agent frameworks; MCP / A2A protocol support
30	Voice transport (real-time)	LiveKit-class WebRTC stack; SIP gateway for IVR
31	Speech-to-text / Text-to-speech	Bhashini ASR/TTS, Whisper-derivative open-source models, and indigenous voice models (e.g., Vachana TTS, AI4Bharat IndicTrans)
32	Verifiable Credentials	W3C VC v2.0 / SD-JWT (RFC 9450) issuer and verifier libraries; DIDKit, vc-js, or equivalent
33	Decentralised Identity	did:web / did:ion resolvers; .well-known/did.json registry
34	Cryptographic primitives	JOSE/COSE, BBS+ signatures, FIPS-validated HSM-backed key management
35	Observability for AI	LLM tracing (OpenTelemetry GenAI semconv); prompt / response / latency / cost / hallucination metrics
36	Safety and evals	Open-source eval harnesses (lm-evaluation-harness, BigBench-style); bias and harm test sets in Indic languages
37	Privacy and consent	DPDP-compliant consent manager; Data Subject Rights workflow tooling; RoPA / DPIA platform

4. Scope of Work

The National Skill Development Corporation (NSDC) under the aegis of the Ministry of Skill Development and Entrepreneurship (MSDE) has developed Skill India Digital Hub (SIDH), which currently provides a variety of services including skill training, job matching and apprenticeships to its diverse user base. In order to cater to the evolving needs of its various user personas, to deliver a more personalised journey, and to align with the IndiaAI Mission and Government of India's sovereign-AI direction, NSDC is seeking a single integrated engagement partner.

The successful bidder's responsibilities are not limited to managing SIDH. They extend to developing new features and functionalities, providing continuous support, undertaking routine maintenance, orchestrating enhancements to existing services, and developing and launching innovative new services that complement and elevate the user experience. Concurrently, the successful bidder is required to integrate a sovereign-AI substrate across the platform (Section 4.B) and to harden the platform's security, privacy and credential posture to the standards expected of a Government of India DPI (Section 4.B.6 and 4.B.7).

The scope of work is presented in two parts.

- **Part A — Existing Scope of Work** describes the continuing operations, maintenance, enhancement and feature-development responsibilities for the existing platform. This is carried forward substantially from the prior ToR and is preserved without diminution under this engagement.
- **Part B — Additional Scope of Work** introduces the new sovereign-AI integration, the verifiable-credential and security-hardening programme, the content-quality programme, and the federation-with-States programme. Part B is the principal expansion of scope under this revised ToR.

Both parts are indicative and not exhaustive. The scope may be expanded to include additional tasks deemed necessary or desirable by NSDC during execution. As the engagement is on a Time-and-Material basis, the successful bidder may be required to undertake such additional tasks subject to prior written notification, approval and agreement with NSDC.

4.A — Existing Scope of Work

The existing services listed below are carried forward as the continuing operations, maintenance and enhancement responsibilities of the partner. The list is illustrative and not exhaustive:

4.A.1 User Service

The successful bidder shall deliver a well-structured User Service that allows seamless user profile management. The successful bidder shall ensure the user experience is supported by a simple, intuitive and interactive interface that is also capable of efficiently handling user grievances and queries. The User Service is the primary identity-bearing service for all candidate, trainer, training-provider, training-centre, employer and officer personas.

4.A.2 Master Data Management (MDM) Service

The successful bidder shall establish and maintain a robust and secure Master Data Management (MDM) service. This service ensures consistency and accuracy of reference data across the platform — Sector Skill Councils, qualification packs, job roles, training providers, training centres, schemes — and provides the authoritative reference for downstream services. Strong MDM is also a prerequisite for the sovereign knowledge graph (Section 4.B.1).

4.A.3 Learner Service

The successful bidder shall construct a robust system for Learner Service that supports learner-specific modules, personalised learning pathways, relevant resources and comprehensive performance tracking. The system shall be user-centric in design and shall promote interactive and effective learning. The Learner Service is the canonical source of the learner's longitudinal record (enrolments, assessments, certifications, micro-credentials, internship/apprenticeship history).

Outcome-orientation under this Terms of Reference: the Learner Service shall be the principal contributor of learner-state transactions into the transactional skilling-intelligence layer (Section 4.B.1.f) and the principal consumer of the per-learner proficiency model maintained by the Personalised Adaptive Skilling Environment (Section 4.B.4.3). Every assessment outcome captured here becomes both a record-of-fact for the learner and a training signal for the supervised-learning assessment models of Section 4.B.4.8 and the sector-specific Small Language Models of Section 4.B.2.1. The Learner Service shall also be the source-of-truth for the Skill Fingerprint (internal representation) and the issuance basis for the Skill Passport (external W3C-VC-anchored representation) described in Section 4.B.4.9.

4.A.3.1 Assessment Platform (AI-augmented)

The platform's existing assessment surfaces — formative assessments embedded in the LMS courses, summative examinations administered by accredited assessment bodies, Recognition-of-Prior-Learning (RPL) assessments, the All India Trade Test for ITI candidates, and scheme-specific assessment workflows under PMKVY 4.0, NAPS, PM Vishwakarma and others — shall be enhanced and unified into an AI-augmented assessment platform. The platform shall:

- Continue to support the full lifecycle of assessment authoring, item banking, secure delivery, proctoring, scoring, result publication and appeals — all functions of the existing assessment workflows are carried forward;
- Be enhanced with the AI-driven assessment models defined in Section 4.B.4.8 — Multi-dimensional Item Response Theory (MIRT), Bayesian and Deep Knowledge Tracing, Computerised Adaptive Testing, auto-grading models, Bloom's-tagged analytics, Situational Judgement Tests, voice-affect inference, computer-vision-based psychomotor assessment, and per-trade reference templates for all NSQF-aligned Qualification Packs;
- Operate jointly with the Personalised Adaptive Skilling Environment of Section 4.B.4.3 such that the same item-bank and the same proficiency model serve both in-stream adaptive learning and high-stakes summative assessment;
- Persist every assessment item, every learner response, every scoring decision, every assessor calibration record and every appeal outcome into the transactional skilling-intelligence layer (Section 4.B.1.f) for downstream model training, equity auditing and policy analysis;
- Preserve the right of recourse to a human-assessor review of any model-derived assessment decision; the AI models do not replace assessors — they extend the assessors' reach, accuracy and consistency across the scale of the Indian skilling system.

4.A.4 Trainer Service

The successful bidder shall provide a well-structured platform for trainers, including trainer profile management, training-material distribution, performance tracking and effective feedback mechanisms. The Trainer Service is the canonical source of trainer credentials, NCVET / NSDC certifications, sectoral expertise and engagement history with training providers.

Outcome-orientation under this Terms of Reference: the Trainer Service shall be enhanced with the Trainer Advisory Agent of Section 4.B.4.11 — providing each trainer with cohort-level error and misconception analytics, recommended remediation strategies, and peer-trainer connection signals —

and shall be the data source for the Trainer-Capability Prediction agent that informs Trainer Professional Development prioritisation.

4.A.5 Convergence Service

The successful bidder shall deliver secure Convergence Services that enable effective integration and interaction of data across the ecosystem. Convergence ensures a single beneficiary view across schemes, departments and ministries and promotes efficient information usage. Strengthening convergence with the additional 23+ Central Ministries / 26+ State Governments and their schemes is part of the continuing scope.

4.A.6 Recommendation Service

The successful bidder shall leverage data analysis and machine learning to provide a smart Recommendation Service that personalises the user experience by suggesting relevant courses and materials based on user preferences, past performance and skill gap. Section 4.B.4 expands this service into a sovereign-AI-grounded AI Skill Mentor.

4.A.7 Search Service

The successful bidder shall implement a robust Search Service that allows users to easily navigate and access data and resources within the platform. Section 4.B.4 expands this into a conversational and voice-first discovery experience.

4.A.8 Integration Service

The successful bidder shall ensure seamless integration of system components and external Government / DPI rails, supporting versatile data exchange, harmonisation and a unified, error-free user experience. The Integration Service is the primary point of contact with Aadhaar e-KYC, DigiLocker, NCS, eSHRAM, Gati Shakti, JobX, NCrF, ABC, and the Ministry and State-scheme rails.

4.A.9 Training Provider Service

The successful bidder shall work closely with training providers, coordinating efficiently, tracking progress and dealing with operational issues to ensure smooth delivery of training services. The Training Provider Service is the interface for partner onboarding, course catalogue management, batch operations and revenue settlements.

4.A.10 Training Centre Service

The successful bidder shall maintain excellent functioning of both physical and virtual training centres, including facility management, schedule coordination, resource allocation, uptime assurance and resolution of operational issues. Integration with the Aadhaar Enabled Biometric Attendance System (AEBAS) and the Skill India Map geotagging stack is part of this scope.

4.A.11 Learning Management System (Open edX) operations

The successful bidder shall operate, maintain, upgrade and enhance the LMS based on Open edX. This includes upstream version tracking (Maple / Olive / Palm / Quince / Redwood release lines and subsequent), Tutor-based deployment, plug-in and XBlock development, Cairn analytics operation, content-author tooling, and the content-quality programme described under Section 4.B.8.

Outcome-orientation under this Terms of Reference: the LMS shall be the principal delivery surface for the Personalised Adaptive Skilling Environment of Section 4.B.4.3 (item-by-item adaptation, modality and pace adaptation, error-and-misconception diagnosis), shall integrate with the AI-driven assessment models of Section 4.B.4.8 (cognitive / non-cognitive / psychomotor assessment), shall consume the Automated Content Authoring pipeline of Section 4.B.4.5 for first-draft course content and item-bank generation, and shall expose its learner-interaction telemetry to the transactional skilling-intelligence layer of Section 4.B.1.f. The XBlock and plug-in library shall be extended to support computer-vision-based psychomotor assessment, AR/VR-based simulation assessment, voice-first learner interaction and on-device offline-first delivery on low-end Android devices.

4.A.12 Mobile applications (Android, iOS, visionOS)

The successful bidder shall maintain and enhance the SIDH mobile applications for Android, iOS and visionOS, including implementation of refresh-token-rotation patterns to remove unnecessary OTP friction on every session, certificate pinning, secure storage of credentials, accurate Play Store / App Store data-safety declarations, and an in-app experience consistent with the candidate-portal experience.

4.A.13 Aadhaar Services and credential infrastructure

The successful bidder shall operate the Aadhaar e-KYC stack, the Aadhaar Data Vault (encryption, tokenisation, reference-key generation), HSM-backed key management per FIPS standards, the maker-checker workflows, audit logging and SIEM integration, and regulatory compliance with UIDAI and CERT-In guidelines. The credential infrastructure is extended to W3C Verifiable Credentials under Section 4.B.6.

4.A.14 Scheme Management (PMKVY, NAPS, PM Vishwakarma, JSS, NIESBUD, PM-SETU, PM-Vikas and others)

The successful bidder shall operate and enhance the scheme-specific modules across the MSDE scheme universe, all State and Central scheme converges, and private-partner scheme integrations. Each scheme module includes its own micro-services, dashboards and operational support; the successful bidder shall maintain the scheme-specific functional and reporting fidelity required by the respective programme owner.

4.A.15 Notifications, communications and CRM

The successful bidder shall maintain the multi-channel notification fabric (WhatsApp, SMS, e-mail, in-app push, and IVR/voice as added under Section 4.B.5). All notification flows shall be metered, observable, retried with idempotency, and DPDP-compliant.

4.A.16 Programme dashboards, reporting and Power BI semantics

The successful bidder shall operate the existing dashboards across PMKVY, PM Vishwakarma, NSDC Academy, Skill Impact Bonds, JSS, NSDC International, NIESBUD and SANKALP, and shall extend the dashboard set to the additional schemes that converge under SIDH.

Outcome-orientation under this Terms of Reference: the existing reporting dashboards shall be progressively transformed from descriptive reporting surfaces into decision-support surfaces powered by the Multi-Use Decision-Support Agents of Section 4.B.4.11. Specifically, the dashboard fabric shall surface — in addition to the existing retrospective metrics — predictive signals (dropout early-warning, placement probability, skill premium forecasts, sectoral demand projection), operational alerts (dynamic accreditation scores, real-time compliance violations, predictive infrastructure maintenance) and stakeholder-advisory views (per-officer copilot insights, per-trainer cohort analytics, per-assessor calibration trends). All such derived signals shall be traceable to their underlying transactional data per the audit and explainability framework of Section 4.B.11.

4.A.17 Quality assurance, release engineering and DevSecOps

The successful bidder shall operate the QA and release-engineering function — unit, integration, system, performance and security testing; CI/CD pipelines on Jenkins/GitLab; automated regression on Selenium; performance under JMeter; SAST/DAST/SCA in the pipeline; cloud-security baselines; and a CERT-In-aligned operational posture. The DevSecOps function is the foundation on which the additional-scope sovereign-AI delivery sits.

4.A.18 Security operations, GRC, privacy and third-party risk management

The successful bidder shall operate the security operations centre (SOC), governance-risk-compliance (GRC), application security, cloud security, third-party risk management (TPRM) and privacy programme. The successful bidder shall align the platform with the Digital Personal Data Protection (DPDP) Act 2023, the CERT-In coordinated-disclosure regime, ISO 27001, NIST CSF and applicable Government of India IT security policies. See Section 4.B.7 for the modernisation programme under this engagement.

4.A.19 Data engineering, analytics, MDM-data-quality and data governance

The successful bidder shall operate the data-engineering pipelines (Informatica, Apache Spark, Cassandra, Kafka), the data warehouse and the analytical layer (Power BI). MDM data quality and data-governance practices shall be maintained with documented data-flow diagrams, RoPA, DPIA and DSR-fulfilment processes per Section 4.B.7.

4.A.20 GIS and Skill India Map

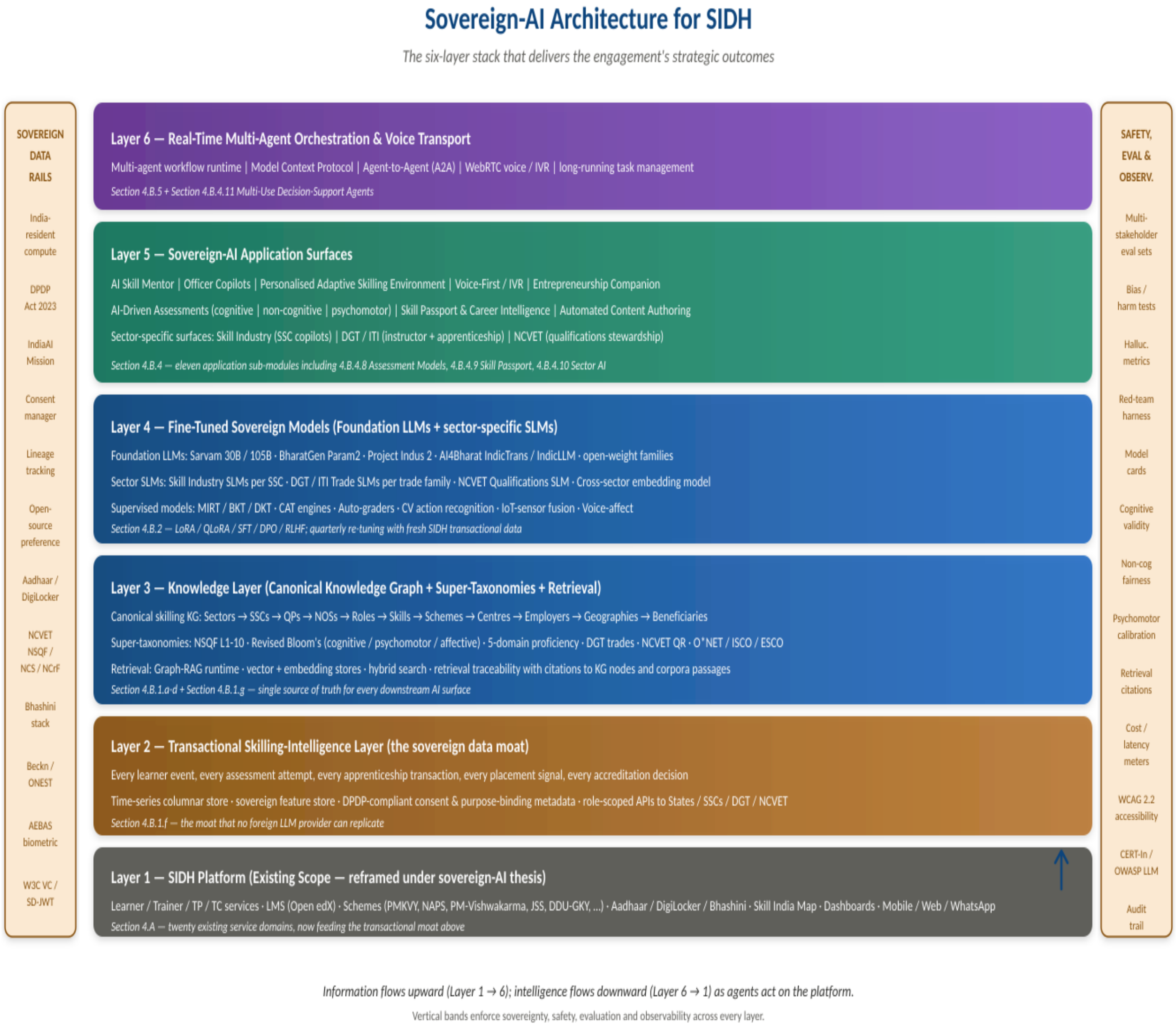
The successful bidder shall operate and enhance the GIS layer, the Skill India Map and the geotagging of training centres, apprenticeship sites and employment locations.

4.B — Additional Scope of Work

Part B introduces the principal new scope of this engagement: the integration of a sovereign-AI substrate across SIDH, the migration of the platform's verifiable-credential layer to international cryptographic standards, the hardening of the platform's security and privacy posture to the standards expected of a Government of India DPI, the operationalisation of an open-source / developer-ecosystem programme, and the federation of SIDH with the State-level skilling platforms that have emerged across the country.

> **Architectural orientation for Part B**
>
> SIDH is to evolve from a transactional skilling portal into a sovereign-AI-native Digital Public Infrastructure.
>
> The reference architecture for the AI substrate is a layered stack: a data and knowledge layer (Section 4.B.1), a model fine-tuning layer (Section 4.B.2), a safety and evaluations layer (Section 4.B.3), an applications layer of citizen-facing assistants and officer copilots (Section 4.B.4), and a real-time and multi-agent orchestration layer (Section 4.B.5).
>
> The vertical capability dimensions across the layered stack are data infrastructure, knowledge infrastructure and agentic-application infrastructure. The successful bidder shall design the platform such that data, knowledge and agent capabilities are independently composable and independently monetisable for State-Government and scheme-owner consumers via well-documented APIs.
>
> Core intelligence assets (assessment models, adaptive engines, semantic ontologies for sectors and geographies) constitute the intellectual property of the engagement and shall be hosted within India, with model weights, training data and inference endpoints subject to data-sovereignty obligations under the IndiaAI Mission and the DPDP Act 2023.

Figure 4.B.0 — The six-layer Sovereign-AI architecture for SIDH



The vertical bands enforce data-sovereignty, safety, evaluation and observability across every horizontal layer.
Information flows upward from Layer 1 (existing platform) to Layer 6 (orchestration); intelligence flows downward as agents take action on the platform.

The remaining subsections of Part B elaborate each layer of the architecture in turn: Section 4.B.1 specifies the transactional skilling-intelligence and knowledge layers (Layers 2 and 3 of the figure); Section 4.B.2 specifies the fine-tuned sovereign model layer including foundation LLMs and sector-specific SLMs (Layer 4); Section 4.B.3 specifies the safety, evaluation and responsible-AI programme (the right-hand vertical band); Section 4.B.4 specifies the application surfaces and decision-support agents (Layer 5); and Section 4.B.5 specifies the real-time multi-agent orchestration runtime (Layer 6). Sections 4.B.6 through 4.B.11 cover cryptography, security, content quality, open-source posture, State-federation and cross-cutting standards.

4.B.1 Sovereign Data and Knowledge Infrastructure

The successful bidder shall design, build and operate the sovereign data and knowledge substrate for SIDH. This substrate is the foundation on which all downstream AI capabilities — fine-tuning (4.B.2), safety (4.B.3), applications (4.B.4) and orchestration (4.B.5) — are built. The substrate consists of the following components:

(a) Canonical Skilling Knowledge Graph

A canonical knowledge graph for the Indian skilling ecosystem — the relationships across Sectors, Sector Skill Councils, Qualification Packs (NSQF-aligned), National Occupational Standards, Job Roles, Skills, Competencies, Schemes, Training Providers, Training Centres, Assessment Bodies, Employers, Geographies and Beneficiaries. The knowledge graph shall be the authoritative ontological reference for the platform and shall be exposed to downstream services via SPARQL / Cypher / graph-API endpoints.

(b) Indic-language skilling corpora

Curated multi-domain Indic-language corpora covering all 22 scheduled languages of the Constitution, with coverage across the major sectors of the National Industrial Classification (NIC). Corpora shall be appropriately licensed for training and fine-tuning, de-duplicated, quality-rated, source-attributed, and subject to bias and harm review prior to inclusion.

(c) Vector and embedding stores

Vector stores supporting semantic retrieval over the knowledge graph and the corpora, with both unstructured (text/PDF/HTML/video-transcript) and structured embedding sets. Embedding pipelines shall use indigenous and approved open-source embedding models, with deterministic versioning of embedding model + chunking strategy + store version for reproducibility.

(d) Graph-Retrieval-Augmented-Generation (Graph RAG) infrastructure

A Graph-RAG runtime that combines vector retrieval with knowledge-graph traversal, enabling AI applications (Section 4.B.4) to ground every generated response in the canonical skilling ontology. The successful bidder shall implement retrieval traceability such that every generated assertion can be traced back to its supporting nodes in the knowledge graph and its supporting passages in the corpora.

(e) Data governance, lineage and consent management

The data and knowledge substrate shall be operated under documented data-governance policies aligned with the DPDP Act 2023. Lineage shall be tracked from source through transformation to embedding/graph, and an integrated consent manager shall enforce DPDP requirements on learner-data usage for training, fine-tuning and inference.

(f) Transactional skilling-intelligence layer

SIDH already accumulates, every minute of every day, the transactional data that constitutes a sovereign skilling moat unavailable to any non-Government party: learner registration events, course-progress telemetry, formative and summative assessment attempts, apprenticeship transactions under NAPS, recognition-of-prior-learning outcomes, placement and wage signals, accreditation decisions, attendance and biometric events from AEBAS, and field-inspection evidence. The successful bidder shall build a unified transactional skilling-intelligence layer that:

- Captures, normalises and de-duplicates every learner-state, training-state, assessment-state, employment-state and accreditation-state transaction across the platform with a canonical event schema versioned per DPDP-compliant retention rules;
- Persists transactions in a time-series-optimised columnar store with full DPDP-compliant consent metadata and purpose-binding, such that every downstream model-training, inference and analytics use of any transaction is traceable to the originating consent;
- Exposes a sovereign feature store from which assessment models, predictive agents and adaptive-learning engines (Sections 4.B.4.3 through 4.B.4.11) consume features without re-implementing data plumbing;

- Continuously enriches the sovereign training corpus for sector-specific Small Language Models (Section 4.B.2) — each new transaction is, after appropriate anonymisation and consent verification, a new training signal that improves the next model generation;
- Provides decentralised access via role-scoped APIs to Sector Skill Councils, State-Government skilling departments, DGT, NCVET and accredited employers, with full audit trail and revocation.

(g) Super-taxonomies and ontological framework

The platform's intelligence layer rests on a coherent super-taxonomy that unifies the multiple classification systems in operation in India's skilling ecosystem. The successful bidder shall design, operationalise and continuously maintain a unified super-taxonomy that integrates, at minimum:

- The National Skills Qualification Framework (NSQF) Levels 1-10 as the canonical level-of-proficiency axis;
- A Revised Bloom's Taxonomy for Skills — extending the classical six cognitive levels (Remember, Understand, Apply, Analyse, Evaluate, Create) with parallel axes for psychomotor proficiency (Imitation, Manipulation, Precision, Articulation, Naturalisation) and affective/non-cognitive disposition (Receiving, Responding, Valuing, Organising, Characterising) — applied at the per-Qualification-Pack item level;
- A five-domain proficiency model — Basic Skills, Technical Skills, Cognitive Skills, Psychomotor Skills and Soft / Interpersonal Skills — against which every learner is continuously rated and tracked;
- Sector Skill Council Qualification Packs and the National Occupational Standards underlying them, with full back-mapping to the units, performance criteria, knowledge and skill statements;
- The Directorate General of Training (DGT) trade taxonomy for Industrial Training Institutes (ITIs) — every trade, every NSQF-aligned curriculum, every practical-skill rubric;
- The NCVET Qualifications Register, with cross-walks to the National Credit Framework (NCrF) and the Academic Bank of Credits (ABC);
- International cross-walks to O*NET, ISCO-08, ESCO and the National Industrial Classification (NIC), enabling cross-border recognition and Skill India Map exports;
- Geographical and demographic taxonomies — State, District, Block, Pincode; rural / urban / aspirational district; social category; gender; disability; print-literacy status — for stratified analytics and equity-of-access reporting.

The super-taxonomy shall be maintained as a versioned graph artefact with cryptographic integrity, accessible via SPARQL / Cypher / OpenAPI to all downstream consumers, and shall be the single source of truth across every AI application, every assessment model, every adaptive-learning engine and every officer copilot in the platform.

4.B.2 Sovereign Model Fine-Tuning and Adaptation

The successful bidder shall design, operate and continuously refine a model-adaptation pipeline that fine-tunes indigenous sovereign Large Language Models (LLMs)— to the skilling domain. Fine-tuning shall cover the following workloads at minimum:

- Career counselling and learner-journey guidance fine-tuning;
- Assessment, item-authoring and item-response-theory-based diagnostic fine-tuning;
- Course-content and learning-material authoring fine-tuning, including translation across the 22 scheduled Indian languages;
- Sector-specific job-role and apprenticeship guidance fine-tuning across the 36 Sector Skill Councils;

- Scheme-specific officer-assistance fine-tuning per scheme module (PMKVY, NAPS, PM-Vishwakarma, JSS, NIESBUD, PM-SETU, PM-Vikas, SANKALP, others);
- Predictive intelligence fine-tuning for drop-off prediction, placement prediction, sectoral demand forecasting and beneficiary-eligibility resolution.

The successful bidder shall use Low-Rank Adaptation (LoRA / QLoRA), Direct Preference Optimisation (DPO), supervised fine-tuning (SFT) and reinforcement-learning-with-human-feedback (RLHF) techniques as appropriate. Per-department and per-scheme adapters shall be maintained so that each consumer surface receives the appropriate adapter at inference time. Reasoning RL shall be applied to workloads where outputs are programmatically verifiable. All training shall be performed on India-resident compute, with provenance, model cards and evaluation reports published for internal review by NSDC.

4.B.2.1 Sector-specific Sovereign Small Language Models

In addition to fine-tuning the large indigenous LLMs cited above, the successful bidder shall design, train, version, evaluate and continuously re-tune a family of sector-specific sovereign Small Language Models (SLMs). The SLMs are the cost-economic, low-latency, edge-deployable inference layer for high-volume use cases across the skilling ecosystem and are differentiated from the foundation LLMs by their tight sectoral focus, smaller parameter count (typically in the 1B-8B range) and domain-specific data moats. The SLM family shall include, at minimum:

- **Skill Industry SLM family —** one SLM per major Sector Skill Council vertical (electronics, retail, healthcare, automotive, agriculture, BFSI, IT-ITeS, logistics, construction, textiles, tourism & hospitality, others as agreed). Each model is fine-tuned on the corpus of Qualification Packs, National Occupational Standards, sector training content, assessment item banks, and the SIDH transactional data for that sector. Each model supports sector-specific question generation, assessment grading, content authoring, course recommendation, employer-matching and counselling.
- **DGT / ITI Trade SLM family —** trade-specific SLMs aligned to the Directorate General of Training trade taxonomy. Each model is fine-tuned on trade-specific curricula, practical-skill rubrics, lab-equipment manuals, safety protocols, apprenticeship records under NAPS and historical assessment outcomes. Supports trade-specific item generation, practical-evaluation scoring, instructor copilots, lab-and-equipment diagnostics and ITI accreditation analytics.
- **NCVET Qualifications SLM —** fine-tuned on the NCVET Qualifications Register, assessment-body operating procedures, awarding-body norms, accreditation decisions, complaints register and appeals jurisprudence. Supports Qualification Pack drafting, accreditation copilot for NCVET officers, assessor calibration analytics, and quality-assurance signal generation for awarding bodies.
- **Cross-sector embedding model —** a shared dense-embedding model that maps every skill, every Qualification Pack, every job role and every learner profile into a unified vector space, enabling cross-sector transferable-skill discovery, lateral career-pathway recommendation and Recognition of Prior Learning across sectors. Trained on the union of the sector-specific corpora.

Each SLM shall be released with a comprehensive model card (training data sources, evaluation results across cognitive, non-cognitive and psychomotor benchmarks, known limitations, recommended deployment configurations), an open-source evaluation suite usable by external auditors, and a release cadence of at least quarterly re-tuning incorporating new SIDH transactional data. Older versions shall be retained for reproducibility of past inferences. The SLMs together with their training data, evaluation suites and adapters constitute the sovereign skilling-intelligence asset of NSDC.

4.B.2.2 Supervised-learning models for assessments

Distinct from the generative SLMs above, the successful bidder shall design, train and operate a parallel family of supervised discriminative models for the assessment use cases described in Section 4.B.4.8. These include classification, regression, ranking, sequence-to-sequence and computer-vision models trained on labelled SIDH data — historical assessment outcomes labelled by qualification, item-difficulty parameters calibrated against learner-response histories, video-based psychomotor evaluations labelled by accredited assessors, and so on. The successful bidder shall establish the data-labelling operations, the inter-rater reliability protocols, the gold-set construction methodology and the calibration cadence required to keep these models production-credible across all NSQF levels and all sectors.

4.B.3 Safety, Evaluation and Responsible AI

The successful bidder shall design and operate a safety-and-evaluation programme that gates every model and adapter prior to deployment, monitors models in production, and supports continuous red-teaming. The programme shall include:

- Multi-stakeholder evaluation — eval sets contributed by NSDC, the Sector Skill Councils, scheme owners, training providers, learner representatives and accessibility specialists;
- Indic-language bias and harm testing across all 22 scheduled languages, including but not limited to gender, caste, religion, region, disability, age and socio-economic dimensions;
- Hallucination, factuality and grounding-fidelity metrics, with explicit thresholds for production qualification of any model or adapter;
- Continuous adversarial red-teaming including prompt-injection, jailbreak, data-extraction and impersonation scenarios;
- Per-department safety policies — e.g., what an officer copilot may and may not generate, what a learner-facing assistant may and may not generate;
- DPDP-compliant data flows for evaluation, with no use of personal data for evaluation without learner consent;
- Public model cards and system cards for every production model, adapter and assistant;
- Cognitive-assessment validity benchmarks — for every assessment model, parallel-forms reliability, test-retest reliability, construct validity against established psychometric instruments and predictive validity against downstream placement / wage outcomes;
- Non-cognitive-assessment fairness benchmarks — measurement invariance across gender, social category, region and language; resistance to social-desirability response bias; correlation with multi-method evidence (observer ratings, situational tests);
- Psychomotor-assessment ground-truth calibration — computer-vision model agreement with accredited human assessors at trade-specific tolerance levels; per-trade error analysis; tool-and-equipment recognition accuracy under varied lighting, occlusion and camera-angle conditions;
- Adaptive-engine policy evaluation — the policy by which the adaptive engine selects the next item or modality shall be evaluated for learning-efficiency gain over a non-adaptive baseline, for fairness across cohorts, and for robustness to adversarial response patterns.

4.B.4 Sovereign AI Applications Layer

The applications layer is the surface across which sovereign AI reaches learners, trainers, officers, employers and the public. The successful bidder shall design, build, deploy, operate and continuously refine the following applications. Each application shall be channel-agnostic (web, mobile app, WhatsApp, IVR, voice) and language-agnostic across the 22 scheduled languages. The list is indicative and not exhaustive.

4.B.4.1 AI Skill Mentor (citizen surface)

A conversational AI companion for every learner on the platform, accessible across web, mobile app, WhatsApp and voice/IVR. The AI Skill Mentor shall:

- Guide the learner from intent ("I want to become an Electronics Field Technician") through diagnostic, curated-pathway recommendation, course enrolment, batch selection, mentorship and certification;
- Surface scheme eligibility based on the learner's Aadhaar-validated profile (state, age, qualification, occupation, social category) and walk the learner through application flows;
- Provide doubt-resolution, content explanation and exam preparation grounded in the canonical knowledge graph and the LMS course content;
- Support multimodal interaction — text, voice, image (e.g., scanning a textbook page or a problem) — across the 22 scheduled languages;
- Maintain longitudinal context across sessions and channels — a WhatsApp conversation in Hindi this week shall resume in the mobile app in English next week, with continuity of learner state;
- Operate with full traceability for audit, with retrieval citations to source documents and knowledge-graph nodes.

4.B.4.2 Officer Copilots (administrator surfaces)

Officer Copilots are role-scoped AI assistants for the staff personas operating the skilling ecosystem — scheme managers (one copilot per scheme), Sector Skill Council officers, training-provider managers, training-centre in-charges, assessors, NSDCofficers, and State-Government officers operating under the schemes. Each copilot shall:

- Be scoped to the data the officer is authorised to access, with explicit role-based access control;
- Surface relevant analytical insights — beneficiary cohorts, exception cases, attendance anomalies, performance outliers — proactively rather than only on query;
- Support natural-language drafting of communications, reports, scheme-status notes, presentations and dashboards;
- Integrate with the existing notification and CRM fabric of SIDH, so that an officer's intent (e.g., "draft an SMS reminder to all PMKVY candidates in Bihar whose biometric attendance is missing") translates into the appropriate orchestrated action subject to maker-checker approval;
- Maintain a complete audit trail of every officer query, every retrieval and every action taken.

4.B.4.3 Personalised Adaptive Skilling Environment

The Personalised Adaptive Skilling Environment (PASE) is the platform-wide capability that delivers a continuously-tuned learning pathway, item-difficulty trajectory and modality mix to every learner on the basis of their evolving skill profile across the five-domain proficiency model (Basic, Technical, Cognitive, Psychomotor, Soft). PASE replaces the one-size-fits-all curriculum with a learner-specific construction that adapts in real time and operates across both the in-app self-study surfaces and the in-centre instructor-led delivery.

The successful bidder shall design, build, deploy and continuously refine the PASE engine. Its core components shall include:

- **Per-learner proficiency model —** a continuously-updated latent representation of the learner's mastery across every node in the canonical skilling knowledge graph (Section 4.B.1), maintained using Bayesian Knowledge Tracing (BKT) and Deep Knowledge Tracing (DKT) variants extended for psychomotor and non-cognitive evidence; outputs include domain-wise NSQF-level estimates with confidence intervals.

- **Adaptive item-selection policy —** a sequential decision-making policy that selects the next item, the next sub-topic, the next remediation activity or the next practical exercise; implemented using a combination of multi-dimensional IRT for psychometric items, contextual bandits for content variants and reinforcement learning for long-horizon learning-path optimisation; constrained by curriculum coverage requirements of the underlying Qualification Pack.
- **Modality and pace adaptation —** the engine shall determine whether the next interaction should be a text explanation, a short video, an audio narration, a simulation, a practical task with computer-vision evaluation, a peer-discussion prompt or an instructor-mediated session, and shall adjust the pace based on per-learner cognitive-load and engagement signals.
- **Error-and-misconception diagnosis —** for every incorrect response, the engine shall not merely score it incorrect but classify the underlying error type (computational, conceptual, procedural, language-comprehension) against a Revised Bloom's Taxonomy error taxonomy and trigger the appropriate remediation; common errors and misconceptions per item are surfaced to the instructor copilot for cohort-level intervention.
- **Bias-free continuous assessment —** the engine shall deliver unbiased, ongoing assessment of the learner's actual capabilities, eliminating the all-or-nothing pitfalls of traditional end-of-course examinations; the learner's mastery estimate at any point in time is a calibrated function of all observed responses, not just the most recent.
- **Self-paced and assessor-paced modes —** PASE operates in self-paced mode at home (learner-controlled progression) and in assessor-paced mode in an Industrial Training Institute, training centre or assessment hall (instructor- or proctor-controlled progression with calibration to a fixed curriculum window).
- **Offline-first operation —** PASE shall function in low-connectivity environments through an offline-first mobile-app architecture; learner state is synchronised opportunistically with the platform when connectivity is available; offline operations include item delivery, scoring against on-device models, and content delivery from a pre-downloaded curriculum cache.
- **Multi-modal content delivery —** the engine shall orchestrate content across text, image, audio, video, AR/VR and practical-simulation modalities, with the choice driven by learner profile, content type and connectivity context.

PASE shall be integrated with the existing LMS (Section 4.A.5), the assessment platform (Section 4.A.7) and the AI Skill Mentor (Section 4.B.4.1) so that the learner experiences one continuous adaptive surface across all modalities and access channels. The engine's underlying decision telemetry — every item shown, every response received, every adaptation decision taken — is persisted in the transactional skilling-intelligence layer (Section 4.B.1.f) for downstream model training, instructor feedback and policy analysis.

4.B.4.4 Predictive Intelligence and Decision Dashboards

On top of the existing reporting dashboards (Section 4.A.16), the successful bidder shall deliver predictive intelligence dashboards covering:

- Drop-off prediction at the learner cohort level — which candidates, at which stage, are at risk of disengagement, and which interventions reduce that risk;
- Placement prediction — given a candidate's profile, training and performance, what is the probability of successful placement and in which sectors / geographies;
- Sectoral demand forecasting — at State and district level, what is the projected demand for which qualifications over the next 6 / 12 / 24 months, integrated with NCS and JobX signals;
- Scheme-effectiveness diagnostics — which schemes, in which States, for which beneficiary cohorts, are producing the strongest outcomes, with appropriate confounding controls;

- Beneficiary-eligibility resolution — across the 23 Central Ministry / 26 State scheme universe, given a candidate's profile, which schemes are they eligible for and what is the optimal sequencing.

4.B.4.5 Automated Content Authoring and Translation

The successful bidder shall build and operate an automated content-authoring pipeline that:

- Generates first-draft course content, learning materials, assessments and item banks aligned to NSQF-coded qualification packs;
- Translates content across the 22 scheduled languages with subject-matter-expert review-in-the-loop;
- Identifies and remediates template-placeholder text, incomplete metadata and other content-quality defects on a continuous basis (this addresses the content-quality programme in Section 4.B.8);
- Versions all content with provenance, authorship attribution, AI-assisted-content disclosure where applicable, and a learner-visible quality signal.

4.B.4.6 Voice-First and IVR Access

A non-trivial fraction of SIDH's prospective beneficiary base is print-non-literate or operates in low-bandwidth environments. The successful bidder shall deliver a voice-first surface accessible over:

- Standard telephony (IVR over PSTN/SIP), with national-toll-free and regional numbers as agreed with NSDC;
- WhatsApp voice messages with automatic speech-to-text in Indic languages and voice responses in the learner's language and dialect;
- In-app voice-input and voice-output, integrated with the mobile applications;
- Web voice-input with browser-based ASR fall-back.

All voice surfaces shall integrate with the Bhashini stack, indigenous speech models (including but not limited to those released by IndiaAI-Mission-funded entities, e.g., AI4Bharat's IndicTrans models and the open Vachana TTS voice family), and approved open-source speech models. Voice transport in real-time interactive sessions shall use WebRTC-class infrastructure (see Section 4.B.5).

4.B.4.7 Entrepreneurship Companion

Extending SIDH's existing entrepreneurship enablement (Section 1.2.10), the successful bidder shall deliver an Entrepreneurship Companion: an AI assistant focused on aspiring entrepreneurs, with capabilities including business-plan drafting, financial-literacy coaching, market-discovery via Udyamkart, GST/PAN/TAN compliance guidance, Government-scheme eligibility resolution (PM Vishwakarma, MUDRA, Stand-Up India and others), and mentor and accelerator matching.

4.B.4.8 AI-Driven Assessment Models — Cognitive, Non-Cognitive and Psychomotor

Assessment is the most-loaded and most-consequential operation in any skilling platform — it decides certification, placement, scheme eligibility and skill premium. The partner shall design, train, evaluate, deploy and continuously improve a comprehensive sector-specific assessment-model fabric that goes substantially beyond classical Item Response Theory and beyond uniform end-of-course examinations. The fabric covers three irreducibly different families of skills — cognitive, non-cognitive and psychomotor — each requiring distinct measurement methodologies, distinct evidence sources and distinct supervised-learning architectures.

Classical Item Response Theory (1PL, 2PL, 3PL) remains a valuable building block but is, on its own, insufficient for the depth of skilling assessment required across the NSQF Levels 1-10 and across the diversity of Indian Qualification Packs. The successful bidder shall deliver:

- Multi-dimensional Item Response Theory (MIRT) models that estimate the learner's proficiency simultaneously on multiple latent cognitive dimensions per Qualification Pack (e.g., numerical reasoning, verbal comprehension, schematic interpretation, procedural-knowledge recall), rather than collapsing all evidence into a single scalar score;
- Bayesian Knowledge Tracing (BKT) and Deep Knowledge Tracing (DKT) models that track mastery evolution per skill node in the knowledge graph over the entire learning journey, supporting in-stream and longitudinal assessment rather than only point-in-time examinations;
- Item-generation pipelines combining LLM-based draft generation with subject-matter-expert review-in-the-loop, calibrated against historical item-difficulty distributions and reviewed against bias, ambiguity and culturally-grounded distractors; each generated item is logged, its calibration parameters estimated as response data accumulates, and its performance reviewed on a rolling basis;
- Computerised Adaptive Testing (CAT) engines for high-stakes examinations, with stopping rules based on measurement precision rather than fixed item count, and with exposure control to prevent item-bank leakage;
- Auto-grading models for free-text, code, design and procedural artefacts — including programming-language code (syntax + functional + stylistic grading), structured short-answer responses, schematic diagrams, design submissions and step-by-step procedural answers;
- Bloom's-taxonomy-tagged item analytics, classifying every item by its target cognitive level (Remember, Understand, Apply, Analyse, Evaluate, Create) and reporting per-learner mastery profiles across these levels rather than only an aggregate score;
- Error and misconception classifiers — per Qualification Pack, a taxonomy of common errors and misconceptions, with classifiers that route incorrect responses to the appropriate remediation; the taxonomy is itself continuously refined from observed response patterns.

Employability outcomes in nearly every sector depend at least as much on non-cognitive skills (communication, teamwork, conflict resolution, emotional intelligence, leadership, work ethic, conscientiousness) as on technical knowledge. Traditional self-report Likert questionnaires are vulnerable to social-desirability bias and faking. The successful bidder shall deliver:

- Situational Judgement Tests (SJTs) at scale — scenario-based items requiring the learner to choose, rank or generate appropriate responses to workplace situations; SJTs are scored by trained-from-data scoring keys aggregated across expert raters per sector;
- Forced-choice and quasi-Likert designs that improve resistance to social-desirability response bias relative to standard Likert;
- Multi-modal evidence integration — short structured interviews, group discussions, presentations and recorded role-plays — with automated extraction of presentation features (speech disfluency, pace, eye contact via vision, lexical complexity, sentiment) feeding into rubric-scored evaluations reviewed by trained assessors;
- Voice-affect analysis — engagement, confidence, hesitation and emotional state signals extracted from voice interactions during PASE sessions, used as one input among several to non-cognitive profiling (with explicit DPDP-compliant consent and learner-visible transparency);
- Big-Five / HEXACO-grounded trait inference (Conscientiousness, Agreeableness, Openness, etc.) calibrated to Indian working-context norms, with measurement-invariance testing across gender, social category and language;
- Behavioural-event-interview transcript analysis — narrative responses to behavioural prompts ("Tell me about a time when…") scored against competency rubrics using fine-tuned models reviewed by trained psychologists;

- Longitudinal non-cognitive profile estimation — non-cognitive scores updated continuously through the learner journey rather than from a single inventory administration.

For trade-based Qualification Packs — welding, plumbing, electrical wiring, machine operation, healthcare procedures, automotive servicing, agricultural operations, hospitality services and many more — the most consequential assessment is psychomotor: does the candidate perform the practical task correctly, safely and to the trade standard. The successful bidder shall deliver computer-vision and sensor-fusion based psychomotor assessment models, including:

- Per-trade reference action templates calibrated against accredited human assessors — for each NSQF-tagged practical task in each Qualification Pack, a labelled video dataset, a tolerance specification and a scoring rubric;
- Computer-vision action recognition models — fine-tuned on the per-trade dataset, identifying whether the candidate is performing the correct sub-actions in the correct sequence (e.g., for an electrical wiring task: power-off verification, conductor preparation, junction-box termination, insulation testing) and detecting safety violations;
- Pose-estimation and technique-quality scoring — for trades where body posture or hand-eye coordination is part of the assessment standard (e.g., welding angle, surgical positioning, automotive lifting technique), per-frame pose metrics aggregated into a rubric-aligned score;
- Tool and equipment recognition — verifying that the correct tools are present and used appropriately; this directly addresses the historical CAG-Report finding on under-use of equipment at training centres;
- IoT-sensor fusion — accelerometer / vibration / temperature / current sensors attached to specific tools and machines, integrated with the computer-vision stream, for trades where the physical signal from the tool itself is part of the evidence (e.g., welding current profile, lathe RPM stability);
- Virtual proctoring — for high-stakes practical examinations, automated verification of candidate identity, environment integrity, tool authenticity and absence of unauthorised assistance, with human-assessor review on flagged events;
- AR/VR-based simulation assessment for trades where physical infrastructure is scarce — for example, immersive electrical-wiring simulations or virtual surgical-procedure assessments, with the same psychomotor scoring rubric applied to simulated rather than physical tasks.

All assessment models — cognitive, non-cognitive and psychomotor — shall be deployed only after passing the Section 4.B.3 evaluation gate and shall be subject to continuous calibration against accredited human assessors. The successful bidder shall maintain a per-trade, per-sector, per-NSQF-level gold-set of human-assessor-rated evidence, refreshed on a defined cadence, and shall report model-versus-human agreement, equity-of-measurement across gender, social-category and regional cohorts, and downstream predictive-validity (do model-derived assessments predict placement, retention and wage outcomes equitably?) to NSDCon a published cadence. The right of recourse to a human-assessor review of any model-derived assessment decision shall be preserved for every candidate.

4.B.4.9 Skill Passport, Skill Fingerprint and Career Intelligence

The Skill Passport (presently delivered as a QR-CV / skill-card surface within the existing SIDH application) shall be evolved into a comprehensive portable, learner-controlled digital skill identity. The Skill Passport is the externalisation, at the learner's discretion and under DPDP-compliant consent, of the Skill Fingerprint — the platform's internal high-dimensional representation of the learner's evolving skill profile.

The successful bidder shall design, build and operate the following:

- **Skill Fingerprint —** the internal learning-system representation of every learner: dense embedding vectors per cognitive dimension, per psychomotor competency and per non-cognitive trait; NSQF-level estimate with confidence interval per Qualification-Pack-mapped competency; mastery state per knowledge-graph node; longitudinal trajectory data; updated on every learner event. The fingerprint is the basis for all personalised recommendation, adaptive learning, predictive analytics and placement signalling.
- **Skill Passport —** the learner-facing externalisation of the fingerprint, presented as a portable digital credential: NSQF-level summary across the five proficiency domains, sector specialisation, certified Qualification Packs, work-experience entries, apprenticeship records, RPL recognitions, accredited soft-skill certifications, and verifiable language-proficiency claims; rendered as a W3C Verifiable Credential (per Section 4.B.6) so that any employer or institution can verify any claim cryptographically without contacting SIDH.
- **Selective disclosure —** the Skill Passport shall support cryptographic selective disclosure (SD-JWT / BBS+) so that a learner sharing the passport with an employer reveals only the claims relevant to that engagement (e.g., welding NSQF-Level-4 certification for a welding job application) while keeping the rest of the profile private. The disclosure model shall be the same as used for the Digitally Verifiable Credentials in Section 4.B.6.
- **Skill premium and wage signalling —** the passport shall progressively integrate wage-and-placement outcomes (with employer cooperation and learner consent), so that the skill profile is enriched not only by training-system signals but by labour-market reality; this enables the Skill Premium Analysis use case described in Section 4.B.4.11.
- **Cross-walk to international frameworks —** each skill claim is automatically mapped to O*NET, ISCO-08 and ESCO equivalents using the super-taxonomy of Section 4.B.1.g, supporting cross-border recognition for migrant workers and SIIC programmes;
- **Lifelong record —** the passport persists beyond the formal training phase; every subsequent job, every RPL recognition, every short course adds to it; the cumulative effect is a lifelong, Aadhaar-linked, learner-controlled, employer-verifiable record of skills and professional growth, anchored in DigiLocker.

4.B.4.10 Sovereign AI across Skill Industry, DGT and NCVET ecosystems

The Indian skilling ecosystem operates across three distinct but overlapping institutional surfaces: the Sector Skill Council ecosystem (covering the 36+ industry sectors), the Directorate General of Training (DGT) ecosystem (covering Industrial Training Institutes and the trade-based apprenticeship system) and the National Council for Vocational Education and Training (NCVET) ecosystem (covering qualification regulation, awarding bodies and assessment bodies). Each ecosystem requires its own sovereign AI surface, fine-tuned on its own corpus and connected to its own transactional moat. The successful bidder shall deliver:

- Sector-specific officer copilots — one per Sector Skill Council, scoped to that council's Qualification Packs, training partners, assessment bodies and outcome data; supporting Qualification-Pack revision, industry-engagement reporting, employer-partnership analytics and quarterly sector-status briefings;

- Industry-collaboration discovery agents — surfacing potential employer partners for training providers, apprenticeship hosts under NAPS, capstone-project industries and Skill India International Centre (SIIC) onward placements;
- Sectoral demand forecasting models — district-level and State-level demand projection per Qualification Pack, integrated with NCS, JobX, NAPS and external labour-market signals;
- Skill premium analysis — wage and placement outcomes tracked per Qualification Pack, per sector, per geography, surfaced to learners, training providers and policymakers.
- Trade-specific instructor copilots — one copilot per trade family (electrical, mechanical, fitter, welder, COPA, COE, etc.) supporting lesson planning, lab-equipment safety briefings, practical-task setup, peer-trainer collaboration and apprentice-progress reviews;
- Apprenticeship-matching engine — matching ITI apprentices to NAPS-empanelled industry hosts based on skill fingerprint, location, employer demand signals and historical placement outcomes; supporting bilateral preference-ordered matching with explainable rationale;
- ITI accreditation analytics — dynamic accreditation scoring per ITI using the data signals from attendance, biometrics, assessment outcomes, equipment usage, trainer profiles and field-inspection evidence; alerting the DGT to ITIs requiring intervention before issues escalate to formal de-accreditation;
- Lab-and-equipment diagnostics — predictive maintenance signals on workshop tools and machinery from IoT-sensor and computer-vision streams, combined with usage-pattern analysis, surfaced to ITI principals and to DGT regional offices for capital-budget prioritisation;
- Trade-specific item-bank stewardship — supporting the All India Trade Test and equivalent examinations with item-generation, calibration and security analytics.
- NCVET officer copilot — supporting Qualification Pack drafting and approval, awarding-body and assessment-body recognition workflows, accreditation decisions, complaints register management and appeals jurisprudence;
- Assessor calibration agents — monitoring inter-rater reliability across the NCVET-recognised assessor pool, flagging assessors with anomalous rating patterns, and triggering recalibration workshops;
- Qualifications-Register stewardship — automated quality-control on the structure, completeness and consistency of Qualification Packs and National Occupational Standards entered into the NCVET register; cross-walk verification with NCrF credits, ABC accumulation and international ESCO/ISCO equivalents;
- Quality-assurance signal aggregation — surfacing to awarding bodies the patterns in their certified candidates' downstream outcomes (placement, wage, retention), informing continuous improvement of qualification design.

Each of the three ecosystem surfaces shall be built on the sector-specific SLM family (Section 4.B.2.1), the transactional data layer (Section 4.B.1.f), the super-taxonomy (Section 4.B.1.g), and the safety-and-evaluation programme (Section 4.B.3). The surfaces shall be available to authorised officers via the same Officer Copilot fabric (Section 4.B.4.2) but with data scoping, role-based access and audit trails appropriate to each institution's governance.

4.B.4.11 Multi-Use Decision-Support Agents — Insights, Predictions and Actions

Beyond conversational and counselling surfaces, the successful bidder shall deliver a broad fabric of decision-support agents operating on the SIDH transactional skilling-intelligence layer (Section 4.B.1.f). These agents are not chatbots — they are autonomous or semi-autonomous analytical workers that continuously process the platform's transactional stream and produce structured insights, predictions and operational actions to the appropriate stakeholders. The agent fabric shall include, at minimum:

- Dropout early-warning — identifying learners at material risk of disengagement, by training cohort, by training provider, by district, by scheme; surfacing recommended interventions (e.g., counselling, financial-aid, modality switch) ranked by historical efficacy;
- Placement-probability estimation — given a candidate's skill fingerprint and labour-market context, probability of successful placement by sector, geography and time-horizon, with confidence intervals;
- Skill premium and wage forecasting — projecting the wage premium associated with specific certifications, NSQF-level transitions and sector switches, supporting learner-level career advice and policy-level scheme prioritisation;
- Sectoral and geographical demand forecasting — short-term (6 month), medium-term (12-24 month) and long-term (24-60 month) demand projection per Qualification Pack per district, integrated with NCS / JobX / NAPS signals;
- Trainer-capability prediction — identifying trainers whose candidates consistently outperform / underperform expectations, with bias controls for cohort confounders, supporting Trainer Professional Development prioritisation;
- Training-centre-quality prediction — composite quality estimates per training centre derived from biometric attendance, equipment-use signals, assessment outcomes, placement records, learner feedback and field-inspection evidence, refreshed on a defined cadence.
- Dynamic accreditation scoring — continuously updated accreditation scores per training centre and per ITI, replacing the periodic-inspection accreditation cycle with a continuous quality signal; thresholds for human-led re-inspection are agent-triggered rather than calendar-driven;
- Real-time compliance monitoring — alerts to scheme owners and accreditors when training centres deviate from prescribed norms (e.g., attendance threshold violations, equipment under-use, assessor irregularities), with severity-graded triage;
- Predictive infrastructure maintenance — for workshop tools, machinery and IT-infrastructure across training centres and ITIs, predictive-maintenance signals derived from IoT-sensor and usage-pattern data, supporting capital-budget prioritisation;
- Budget optimisation insights — analysis of financial-resource utilisation across schemes, States and training providers, identifying areas of over-spending or under-utilisation, with cost-effectiveness benchmarking against comparable cohorts;
- Anomaly detection — across attendance, biometric, assessment, payment and accreditation data streams, identifying patterns indicative of fraud, manipulation or quality breakdown, with escalation to human reviewers for action.
- Career counselling agent — long-horizon career-pathway recommendations to learners, integrated with the AI Skill Mentor (Section 4.B.4.1) and the Skill Passport (Section 4.B.4.9), grounded in skill-premium forecasts and labour-market demand signals;
- Industry collaboration advisor — recommending to training providers and ITI principals the most promising employer partnerships, apprenticeship hosts and industry-funded capstone projects based on geography, sector match and historical collaboration outcomes;
- Trainer advisory agent — for instructors, identifying their cohort's persistent error patterns and recommending targeted intervention strategies, including sample lessons, remedial sequences and peer-trainer connections;

- Assessor copilot — for accredited assessors, surfacing comparable candidate evidence to support rating decisions, flagging items where the model and the assessor disagree (for inter-rater reliability data), and supporting structured rubric application;
- Policy analyst agent — for NSDC, MSDE and State skilling departments, on-demand analysis of scheme effectiveness, equity-of-access, geographic gaps and policy-intervention impact, with full source-citation to underlying transactional data;
- Employer-facing recruitment-intelligence agent — for accredited industry partners, sourcing relevant candidates by skill-fingerprint match, supporting employer engagement and Skill India International Centre placement flows.

Each agent shall be governed by clearly defined role-based access control, operate against the platform's audit and explainability framework (Section 4.B.11), publish a model card describing its inputs, outputs, intended use, limitations and evaluation metrics, and provide every output with citations to the underlying transactional data. Actions taken on behalf of users — beyond pure analytics — shall be mediated by maker-checker workflows where required by scheme rules, and shall flow through the multi-agent orchestration runtime (Section 4.B.5).

4.B.5 Real-Time, Multi-Agent Orchestration and Voice Transport

The successful bidder shall design, build and operate the real-time, multi-agent orchestration layer that allows the applications (Section 4.B.4) to collaborate, escalate, hand off and act on behalf of users. The layer shall include the following components:

(a) Voice transport

A WebRTC-class real-time media-transport stack supporting full-duplex voice between learners / officers and the AI surfaces. The stack shall handle barge-in, partial-result streaming, interruption, multi-party calls and supervised hand-off to human operators.

(b) Agent identity and trust

Every AI agent operating in the platform shall have a cryptographically verifiable identity, with signed actions, audit trail and operator-attribution. Decisions taken by an agent on behalf of a learner or officer shall be traceable, contestable and reversible per defined policy.

(c) Multi-agent orchestration

An orchestration runtime that allows multiple specialised agents — e.g., a course-recommendation agent, a scheme-eligibility agent, a placement-prediction agent — to collaborate within a single learner or officer session, with deterministic plan generation, retry and rollback semantics, and observable inter-agent communication.

(d) Protocol support

The orchestration runtime shall support the Model Context Protocol (MCP), Agent-to-Agent (A2A) communication patterns, and emerging open standards for tool use and inter-agent messaging. This makes SIDH interoperable with other Government and ecosystem AI surfaces.

(e) Action gateway

An action gateway through which agent-initiated actions on external systems (Aadhaar e-KYC re-verification, DigiLocker fetch, JobX search, NCS push, NAPS application, scheme enrolment, payment) are mediated under maker-checker rules and DPDP-compliant consent.

4.B.6 Verifiable Credentials and Cryptographic Integrity

The Digitally Verifiable Credential (DVC) layer of SIDH (Section 1.2.3) shall be migrated to international cryptographic standards in line with the practice of peer DPI services in India (DigiLocker, Aadhaar e-Sign) and with W3C and IETF specifications. The successful bidder shall deliver:

- Migration of the DVC envelope to the W3C Verifiable Credentials Data Model v2.0 or SD-JWT (RFC 9450), preserving back-compatibility for the installed base of existing verifier integrations via the existing payload format being placed inside the signed envelope as the credentialSubject;
- A public NSDC / NCVET issuer-key registry exposed as a DID document at /.well-known/did.json on the production domain, so that any relying party — employer, training provider, foreign Government, civil-society verifier — can verify SIDH credentials offline without depending on a round-trip to NSDC infrastructure;
- Adoption of selective-disclosure cryptography (BBS+ signatures or SD-JWT selective disclosure) so that a learner can present only the attributes a verifier requires, with cryptographic guarantees;
- Optional blockchain-anchored proof-of-existence for high-stakes credentials, with the underlying blockchain selected from approved Government-of-India options;
- Migration of the verification surface from an unauthenticated public endpoint to either an authenticated endpoint or a CAPTCHA-rate-limited endpoint that prevents bulk enumeration of certificates;
- Hardware-Security-Module-backed issuer key management per FIPS 140-3 standards, with documented key-ceremony and rotation procedures.

The successful bidder shall also bring SIDH's credential layer into structural parity with the broader DPI family of India — where DigiLocker-issued documents carry inline XML digital signatures, Aadhaar e-Sign uses CCA-licensed CAs, and the QR codes on credentials carry verifiable signed envelopes rather than centralised database lookups.

4.B.7 Security, Privacy and Compliance Hardening

The successful bidder shall deliver a comprehensive security, privacy and compliance modernisation programme that brings SIDH's posture to the standards expected of a Government of India DPI handling Aadhaar-linked data at population scale. The programme includes the following work-streams, each of which shall be planned, executed and reported on a phased basis under the engagement contract:

(a) Coordinated Vulnerability Disclosure (CVD) policy and security.txt

- Publication of a CVD policy aligned with ISO/IEC 29147:2018 and ISO/IEC 30111:2019;
- Hosting of a RFC 9116-conformant /.well-known/security.txt on the production domain with security contact, disclosure policy URL, PGP key and canonical source-code location;
- Establishment of a coordinated-disclosure intake workflow with documented response SLPs.

(b) Canonical NSDC / MSDE GitHub organisation

- Registration and domain-verification of a canonical @nsdc-india (or equivalent) GitHub organisation, anchored against the nsdcindia.org and skillindiadigital.gov.in domains;
- Publication, at a minimum, of: a security policy, the CVD intake form, the list of authoritative open-source modules used in SIDH (including the Open edX deployment configuration and any open-sourced SIDH components per Section 4.B.9), and a public security-advisory feed.

(c) Network and transport security

- Enforcement of TLS 1.2 (preferably TLS 1.3) across all production endpoints, with HSTS headers on all .gov.in subdomains and certificate pinning in the mobile applications;
- Verification and re-attestation of the Play Store and App Store data-safety declarations to accurately reflect the platform's encryption-in-transit and encryption-at-rest posture;
- Independent network-traffic audit of the mobile applications to confirm that the data-safety attestation matches actual behaviour.

(d) Third-party-script and S3-bucket audit

- Inventory and de-duplication of every third-party script loaded by the production candidate portal, the admin portal, the LMS and the mobile applications;

- Removal of any deprecated trackers (such as the legacy Universal Analytics tracker sunset by Google on 1 July 2023) and migration to current analytics platforms;
- Audit of every NSDC-owned S3 bucket for least-privilege ACLs; relabelling or migration of UAT-prefixed buckets carrying production-linked content; consolidation of APK distribution exclusively to the Play Store and App Store; migration of static-asset distribution to CloudFront with origin-access controls.

(e) Environment hygiene and TLD discipline

- Reconciliation of all production references to development hosts; in particular, any production app or production HTML referencing a development environment as its authoritative privacy-policy URL shall be remediated;
- Migration of all production traffic to the .gov.in TLD where presently served from non-Government TLDs.

(f) CERT-In coordinated audit

- Engagement of a CERT-In-Empanelled Auditor for a comprehensive security review of SIDH, with the partner providing technical support and remediation execution;
- Publication of an executive summary of the audit and a public remediation tracker;
- Recurring re-audit on a cadence agreed with NSDC and CERT-In.

(g) DPDP Act 2023 compliance

- Designation of a Data Protection Officer (DPO) function under the engagement and integration with the NSDC privacy organisation;
- Implementation of a consent manager aligned with the DPDP Account Aggregator / Consent Manager framework, supporting purpose-bound, time-bound, revocable consent;
- Maintenance of a Record of Processing Activities (RoPA), Data Protection Impact Assessments (DPIA) for every new feature, Data Subject Rights (DSR) fulfilment workflow, breach-notification readiness with regulator-notification timelines, and DPDP-compliant cross-border data-transfer controls (the platform shall remain India-resident; cross-border processing shall not occur without explicit NSDC and Government authorisation).

(h) OWASP MASVS / ASVS conformance

- Conformance of the mobile applications to OWASP MASVS v2.0 (Mobile Application Security Verification Standard);
- Conformance of the web applications and APIs to OWASP ASVS v4.0 (Application Security Verification Standard);
- Independent verification of conformance by a third-party assessor.

(i) Refresh-token rotation and friction reduction

- Adoption of refresh-token rotation patterns to remove the unnecessary OTP-on-every-session friction observed in current production behaviour, without compromising security;
- Adoption of WebAuthn / passkey alternatives where appropriate for repeat-user authentication.

4.B.8 Content Quality and Curation Programme

The successful bidder shall operate a continuous content-quality programme for the Open edX LMS, the SIDH course catalogue and the AI-authored content (Section 4.B.4.5). The programme shall include:

- A content-quality sweep across the entire public course catalogue at the start of the engagement, identifying placeholder-template strings (e.g., "Include your long course description here…" and the standard Open edX template defaults), incomplete metadata, mis-classified courses and other defects;
- Gating of course publication on a non-placeholder description, a minimum content-quality score, NSQF alignment validation and Sector-Skill-Council review;

- Subject-matter-expert review of AI-authored content prior to learner-facing publication;
- Ongoing monitoring of content quality with automated and human-in-the-loop signals;
- Public attribution and licensing of all content with appropriate consent of the rights holders.

4.B.9 Open-Source and Developer Ecosystem

The successful bidder shall operationalise SIDH's positioning as an open-source-based DPI by:

- Publishing an OpenAPI 3.x specification for the SIDH platform's external-facing APIs, with a developer-sandbox environment and a clear rate-card / quota schedule;
- Establishing a developer portal with documentation, code samples, SDKs in Java / Python / JavaScript and a developer-onboarding flow;
- Implementing the Beckn / ONEST (Open Network for Education and Skilling Transformation) protocol family where applicable, to position SIDH as a discovery-and-fulfilment node within the broader open-network ecosystem;
- Open-sourcing the non-sensitive components of SIDH — at minimum the LMS deployment configuration, generic micro-services, the verifiable-credential issuer reference implementation, and the developer-tooling — under the @nsdc-india GitHub organisation established in Section 4.B.7;
- Contributing upstream to the Open edX project, to indigenous LLM projects under the IndiaAI Mission, and to relevant Bhashini / AI4Bharat repositories, with clear contribution and code-of-conduct policies.

4.B.10 Federation with State-Level Skilling Platforms and Skilling Intelligence Centres

Several State Governments have established their own skilling, employment and skilling-intelligence platforms — variously branded across States — over the past three years. The successful bidder shall design and operate the federation layer that allows SIDH to interoperate with these State platforms, so that:

- A learner registered on a State platform can be progressively recognised on SIDH with consent, and vice versa;
- State-level course catalogues, training centres, assessments and certifications can flow into the SIDH learner record under appropriate accreditation;
- State-level skilling-intelligence analytics — attendance data, assessment data, accreditation data, dropout signals, placement outcomes — can be received by and reciprocated with SIDH dashboards under defined data-sharing protocols;
- State-level skilling officers can use the SIDH Officer Copilot fabric (Section 4.B.4.2) with their data scoped to their jurisdiction;
- All federation occurs over open protocols (Beckn/ONEST, OpenAPI, MCP, DPDP-compliant consent), without proprietary lock-in.

4.B.11 Cross-Cutting Engineering and Operational Standards

All work under Part B shall conform to the following cross-cutting standards, with deviation only on prior written approval of NSDC:

- Data sovereignty — model weights, training data, embeddings, knowledge-graph data and inference endpoints shall be hosted within India;
- Open-source orientation — preferential adoption of open-source frameworks, models and tooling, with permissive-licence (Apache 2.0 / MIT / BSD) preference where equivalent capability exists;
- Observability and explainability — every AI inference shall be observable (latency, cost, retrieval citations, hallucination score) and explainable to the operator and (where appropriate) to the end user;

- Cost discipline — token, GPU-hour, inference-call and infrastructure costs shall be metered per scheme / per department / per surface, with monthly cost reports to NSDC;
- Accessibility — all surfaces shall conform to WCAG 2.1 AA at minimum, with progressive uplift to 2.2 AA over the engagement; voice and IVR surfaces shall meet the accessibility expectations of learners with print-non-literacy and motor or visual impairments;
- Auditability — every AI surface shall maintain a complete audit trail accessible to NSDCand to internal/external auditors on appropriate authorization.

5. Engagement Model

5.1 Project Governance and Oversight

The National Skill Development Corporation (NSDC) shall be solely responsible for governance, oversight, approvals, coordination, milestone acceptance, and overall management of all activities covered under this RFP. NSDC shall act as the primary interface with the successful bidder for all contractual, operational, strategic, commercial, compliance, and policy matters. Final authority relating to approvals, interpretation of scope, milestone acceptance, SLP enforcement, penalties, disputes, change requests, and policy decisions shall exclusively vest with NSDC. Strategic and policy matters shall be escalated to NSDC leadership and MSDE (as per sole discretion of NSDC, if required)

5.2 Sprint planning and execution

The NSDC shall define a working cycle of one, two, three or four weeks (sprint) and shall be responsible for outlining the specific deliverables and tasks expected from the successful bidder in each sprint. The NSDC shall propose the sprint plan; following review and discussion, NSDC and the successful bidder shall reach a mutually agreeable finalization of the sprint plan in writing before its commencement. Sprint reviews and retrospectives shall be held at the end of each sprint.

5.3 Time and Material (T&M) commercial model

All work performed by the successful bidder shall be on a Time and Material (T&M) delivery and billing model. Manpower rates per role (per the qualification of resources in Section 6 and Annexure I) shall be agreed at contract signing and shall be revised per the escalation schedule in the contract. Billing shall be monthly, against NSDC-attested timesheets and sprint-completion certificates.

5.4 Mutual agreement on sprints and deliverables

The NSDC and the successful bidder shall reach mutual agreement in writing on the scope, deliverables and acceptance criteria of each sprint before the sprint commences. Deviations during the sprint shall be tracked, with appropriate change-control procedures, and shall be reflected in the sprint-completion certificate.

5.5 Performance and Quality Assurance

NSDC reserves the right to monitor the quality of work and the dedication of the successful bidder throughout the engagement lifecycle. A Performance Management Framework with predefined Key Performance Indicators (KPIs) and Service Level Parameters (SLPs) — set out in Section 7 — shall be applied at the sprint and the month-end to evaluate work quality, adherence to deadlines and overall contribution.

5.6 Non-performance and termination

NSDC reserves the right to take corrective actions, including potential termination of the agreement and application of SLP-linked penalties, in the event the successful bidder 's performance does not meet the established standards or if their dedication to the engagement's success is deemed unsatisfactory. The detailed termination, exit-management and knowledge-transfer obligations shall be specified in the engagement contract.

5.7 Exit management and knowledge transfer

On expiry, termination or natural conclusion of the engagement, the successful bidder shall execute an exit-management and knowledge-transfer plan covering source code, documentation, model weights and adapters, knowledge-graph snapshots, embeddings, infrastructure-as-code definitions, operational runbooks, on-call rosters, third-party vendor relationships and outstanding incidents. The exit-management plan shall be reviewed annually with NSDC.

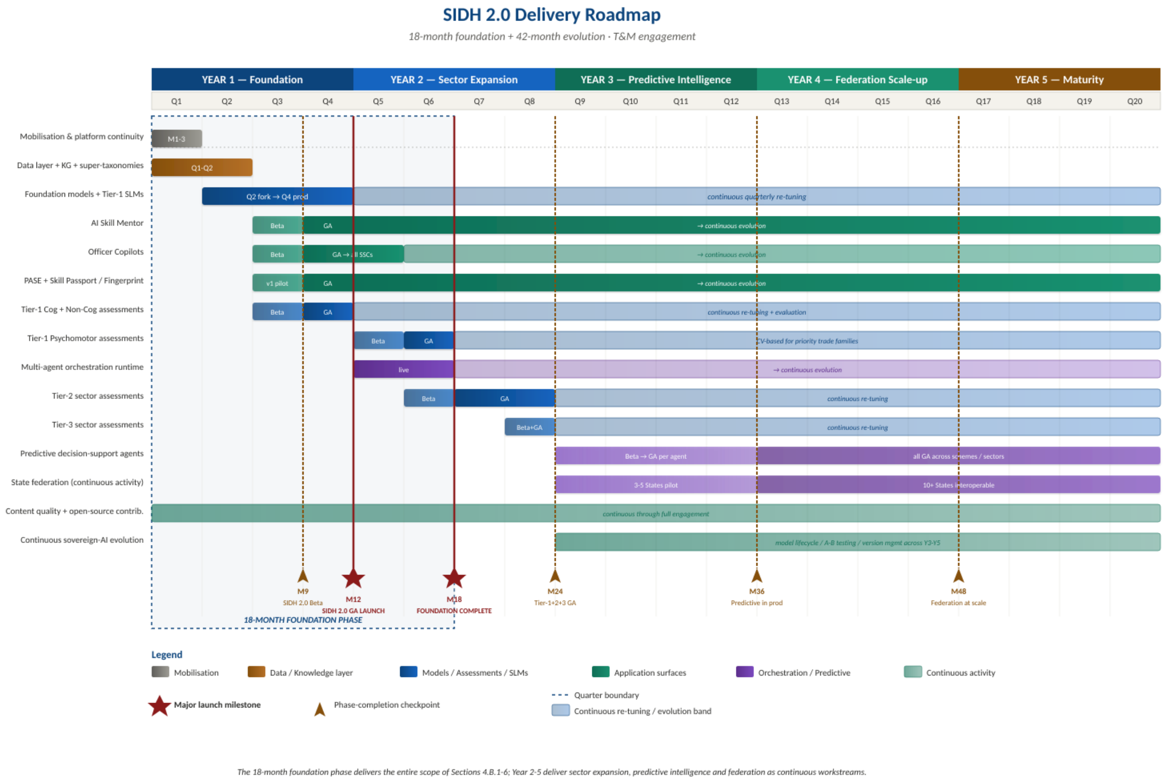
6. Delivery Roadmap — Tangible Milestones across Sprints

While the engagement is on a Time-and-Material basis with sprint-by-sprint planning per Section 5, the additional scope under Part B is structured around a milestone roadmap of tangible sprint-level achievements. The roadmap is built around four propositions:

- **(i) An 18-month foundation phase** — the foundation, application launches, orchestration, officer surfaces, data layer, ontological layer and knowledge layer scope shall be completed within 18 months from contract effective date. A first General-Availability launch of SIDH 2.0 shall ship within Year 1.
- **(ii) Sector-parallel assessment models** — AI-driven cognitive, non-cognitive and psychomotor assessment models across skilling sectors shall be developed and shipped in parallel across priority sectors first. Priority is determined by present-day skilling demand and apprenticeship volume; lower-demand sectors follow in subsequent years.
- **(iii) Continuous sovereign-AI evolution** — fine-tuning, forking, model lifecycle management and other sovereign-AI build activities run continuously through the entire engagement, with the first production-grade releases shipping within Year 1 and quarterly re-tuning cadence thereafter.
- **(iv) Predictive intelligence and federation from Year 3** — predictive-analytics agents, large-scale roll-out and federation with State skilling-intelligence platforms are deliberately deferred until the foundation scope is operationally mature, beginning Year 3.

Federation activities, security audits, DPDP re-attestations and platform-version consolidation are treated as part of standard go-live and regular operational cadence — they are not framed as milestones. Sprint-level milestone definitions and acceptance criteria shall be finalised at contract signing per Section 5.

Figure 6.0 — 60-month delivery roadmap with key milestones



Red stars mark major launch milestones (M12 SIDH 2.0 GA Launch, M18 Foundation Complete). Amber checkpoints mark phase-completion gates.

Shaded bands beyond the solid portion of each bar represent continuous re-tuning, evolution and operational activity rather than a discrete milestone.

6.1 Eighteen-month Foundation Phase — six quarters

The foundation phase is structured into six quarterly milestones. Every milestone is a tangible, demonstrable achievement; sprint-level deliverables within each quarter shall be agreed between the successful bidder and the NSDC at the start of that quarter and reviewed at quarter-end.

Quarter	Phase milestone	Tangible deliverables
Q1 (Months 1-3)	Mobilisation and existing-platform continuity	Engagement mobilised — all 200 FTE on-platform within 60 days, named-resource roster confirmed to NSDC. Existing platform operations transitioned without service interruption — zero learner-facing outage during cutover. Sovereign-AI architecture design ratified — six-layer architecture (Figure 4.B.0), data lineage and consent framework approved by NSDC. Transactional skilling-intelligence layer (Section 4.B.1.f) — canonical event schema published, time-series columnar store provisioned, ingestion from all existing services live. Foundation-model forking — Sarvam, BharatGen, IndicTrans and approved open-weight families deployed on India-resident GPU infrastructure with model registry, versioning and observability. Security & DPDP baseline — TLS hardening, security.txt, S3 audit, mobile data-safety re-attestation, DPDP consent manager Phase 1, CERT-In audit kick-off. Content-quality sweep across Open edX catalogue initiated; placeholder-defect baseline established.
Q2 (Months 4-6)	Knowledge layer and data moat operational	Canonical Skilling Knowledge Graph v1 live — Sectors → SSCs → QPs → NOSs → Roles → Skills → Schemes → Centres → Employers → Geographies, exposed via SPARQL/Cypher/OpenAPI. Super-taxonomies v1 operational — NSQF Levels 1-10, Revised Bloom's for Skills (cognitive / psychomotor / affective axes), 5-domain proficiency model, sectoral & geographical taxonomies. Graph-RAG runtime live — retrieval traceability for every generated response with citations to KG nodes and corpora passages. Indic-language skilling corpora v1 published across 22 scheduled languages with bias-and-harm review pipeline operating. Sovereign feature store online — assessment models, predictive agents and adaptive engines consume features without re-implementing data plumbing. First-generation sector-SLM fine-tuning runs initiated for the four priority sectors (per §6.2). VC / SD-JWT issuer-key registry live; DPDP consent manager Phase 2 (purpose-binding and revocation flows).

Quarter	Phase milestone	Tangible deliverables
Q3 (Months 7-9)	SIDH 2.0 Beta — controlled-audience launch	SIDH 2.0 Beta launches to controlled audience (10% rollout) — first version of the sovereign-AI-enabled platform live. AI Skill Mentor Beta on WhatsApp + web — 12+ Indian languages, with retrieval citations and longitudinal context across sessions. Officer Copilot Beta — NSDC+ top 3 schemes (PMKVY 4.0, NAPS, PM Vishwakarma) with role-scoped data access and full audit trail. AI-driven cognitive assessment models — Beta — for the four priority sectors (per §6.2): MIRT, BKT/DKT, item generation, Bloom's-tagged analytics. Personalised Adaptive Skilling Environment v1 — pilot in one Sector Skill Council and one DGT trade family. Voice-first / IVR access Beta — top 3 schemes, integrated with Bhashini ASR / TTS. First production LoRA / DPO adapters in production for counselling, content authoring and assessment. Multi-stakeholder evaluation framework operating continuously (Section 4.B.3).
Q4 (Months 10-12)	SIDH 2.0 GA Launch — first General-Availability ship in Year 1	**SIDH 2.0 General Availability launch** — full rollout to all 150 M+ registered learners. AI Skill Mentor GA across WhatsApp, web, mobile and voice / IVR — full 22-language coverage with multimodal input. Officer Copilots GA — 8+ schemes plus the SSC-officer and NSDC- surfaces. Skill Passport v1 live — W3C-VC-anchored learner-controlled credential with selective disclosure (SD-JWT / BBS+). Skill Fingerprint internal model live — continuously-updated proficiency vector across the 5-domain framework for every active learner. Non-cognitive assessment (SJTs, forced-choice, voice-affect) GA for the four priority sectors. Sector-SLMs in production for the four priority sectors with quarterly re-tuning cadence established. OpenAPI specification and developer portal published; sandbox environment open to State and SSC technical teams. Automated content authoring in pilot — SME-in-the-loop, for the four priority sectors.
Q5 (Months 13-15)	Orchestration runtime and officer-surface expansion	Multi-agent orchestration runtime live (Section 4.B.5, Layer 6 of architecture) — long-running task management, MCP and A2A protocol support, deterministic plan generation. Officer Copilots expanded to all 36 Sector Skill Councils, the DGT / ITI ecosystem and the NCVET officer surface. Psychomotor assessment models (computer-vision-based) live for priority DGT trade families — Electrician, Welder, Fitter, Plumber, Healthcare-Assistant.

Quarter	Phase milestone	Tangible deliverables
		Automated content authoring at production scale across the four priority sectors with versioning, provenance and AI-assisted-content disclosure. Entrepreneurship Companion live — business-plan drafting, scheme eligibility, mentor matching. Per-trade reference-action templates calibrated against accredited human assessors for the priority trade families.
Q6 (Months 16-18)	Foundation scope complete — end-of-foundation acceptance	**End-of-foundation acceptance:** all foundation, application, orchestration, officer-surface, data, ontology and knowledge-layer scope from Sections 4.B.1 through 4.B.6 fully operational and accepted by NSDC. AR / VR-based simulation assessment Beta for two priority trade families where physical-infrastructure constraints warrant simulation-based evaluation. Assessment models for the next tier of priority sectors (per §6.2) — Beta. Continuous calibration of all production AI models against accredited-human-assessor gold sets with published agreement metrics. End-of-foundation re-audit — CERT-In, OWASP MASVS / ASVS conformance, DPDP DPIA refresh — run as part of the standard go-live cadence, not as a separate milestone.

Acceptance criterion at end of Month 18

By the end of Month 18 of the engagement, all components of the six-layer sovereign-AI architecture (Figure 4.B.0) shall be operational in production: Layer 1 (Existing Platform), Layer 2 (Transactional Skilling-Intelligence Layer), Layer 3 (Knowledge Layer + Super-Taxonomies), Layer 4 (Fine-Tuned Sovereign Models, first generation), Layer 5 (Application Surfaces, all 11 sub-modules), Layer 6 (Multi-Agent Orchestration & Voice Transport).

The foundation scope under Sections 4.B.1, 4.B.2, 4.B.3, 4.B.4, 4.B.5 and 4.B.6 shall stand fully delivered. Subsequent engagement activity is sector expansion, predictive intelligence, federation scaleup and continuous sovereign-AI evolution.

6.2 Sector-parallel assessment model schedule

Assessment model development across sectors is sequenced by present-day skilling demand and apprenticeship volume and runs in parallel within each priority tier. The tier definitions are:

Tier	Sectors / verticals	Cognitive · Non-Cognitive · Psychomotor model launch	Re-tuning cadence
Tier 1 (highest demand)	IT-ITeS Sector Skills Council Electronics Sector Skills Council Healthcare Sector Skills Council	Cognitive — Beta Q3 (Month 9), GA Q4 (Month 12) Non-Cognitive — Beta Q3, GA Q4 Psychomotor — Beta Q5 (Month 15), GA Q6 (Month 18)	Quarterly from Month 12 onwards

Tier	Sectors / verticals	Cognitive · Non-Cognitive · Psychomotor model launch	Re-tuning cadence
	Automotive Sector Skills Council DGT / ITI priority trade families — Electrician, Welder, Fitter, Plumber, Healthcare Assistant		
Tier 2 (high demand)	BFSI Sector Skills Council Retail Sector Skills Council Logistics Sector Skills Council Construction Sector Skills Council Tourism & Hospitality Sector Skills Council Apparel, Made-Ups & Home Furnishing Sector Skills Council Beauty & Wellness Sector Skills Council DGT trades — COPA, Mechanic, Electronics Mechanic, Refrigeration & A/C, Carpenter, Mason	Cognitive — Beta Q6 (Month 18), GA Year 2 Q1 Non-Cognitive — Beta Q6, GA Year 2 Q1 Psychomotor — Beta Year 2 Q2, GA Year 2 Q3	Quarterly from Year 2 Q3 onwards
Tier 3 (remaining sectors)	Agriculture / Allied Sector Skills Textiles, Apparel and Fashion Sector Skills Food Processing Sector Skills Capital Goods Sector Skills All remaining SSCs Long-tail DGT trades	Cognitive — Beta Year 2 Q3, GA Year 2 Q4 Non-Cognitive — Beta Year 2 Q3, GA Year 2 Q4 Psychomotor — Beta Year 2 Q4, GA Year 3 Q1 (where vision/IoT data are sufficient for calibration)	Quarterly from Year 3 onwards

Priority assignment within each tier shall be finalised between NSDC and the successful bidder at contract signing, informed by latest skilling-demand data and SSC priorities. Sectors can be re-prioritized between tiers at quarterly review by NSDC.

6.3 Years 2 through 5 — evolution, predictive intelligence and federation

Beyond the foundation phase, the engagement transitions into continuous evolution and scaleup. The activities below are framed as ongoing build-and-operate workstreams, not as discrete milestones. Federation, audits, DPDP re-attestations and consolidation activities are part of routine go-live cadence and operational practice rather than separate milestones.

Phase	Continuous workstreams	First-version landmark
Phase 2 (Months 19-24)	• Tier 2 and Tier 3 sector assessment models — Beta → GA per §6.2.	All Tier 2 sectors live by end of Year 2 Q3; all Tier 3 cognitive

Phase	Continuous workstreams	First-version landmark
	• Sector SLMs for all Tier 2 and Tier 3 verticals fine-tuned and released. • DGT trade SLMs for all ITI trade families in production. • NCVET Qualifications SLM in production. • Continuous fine-tuning of all production sector SLMs with refreshed transactional data — quarterly re-tuning cadence. • Cross-walk integration with O*NET, ISCO-08, ESCO operational for cross-border recognition and SIIC use cases. • Skill premium / wage-signal integration with consenting employer cooperation begins. • Continuous content-quality programme operating across all priority sector content.	+ non-cognitive live by Year 2 Q4.
Phase 3 (Months 25-36)	• Multi-Use Decision-Support Agents in production (Section 4.B.4.11): dropout early-warning, placement-probability estimation, sectoral demand forecasting, skill premium forecasting, trainer-capability prediction, training-centre quality prediction. • Operations agents in production: dynamic accreditation scoring, real-time compliance monitoring, predictive infrastructure maintenance, budget optimisation, anomaly detection. • Federation with State skilling-intelligence platforms — pilot rollout in 3-5 States. • AR / VR-based simulation assessment expanded to additional trades. • Open-source contributions to indigenous LLM and Bhashini projects at quarterly cadence. • Sovereign-AI continuous evolution: model lifecycle management, A/B testing of model versions, deprecation of older generations.	Predictive agents and decision-support fabric in production from Year 3 Q1.
Phase 4 (Months 37-48)	• All predictive surfaces GA across all schemes, States and sectors. • Federation with State skilling-intelligence platforms — 10+ States interoperable. • Stakeholder advisory agents in production: career counselling, industry collaboration, trainer advisory, assessor copilot, policy analyst, employer recruitment intelligence. • Federation over open protocols at scale. • Sector SLMs entering second / third generation with significant continuous-data improvements.	Federation at scale and predictive surfaces GA across the ecosystem by Year 4 Q2.

Phase	Continuous workstreams	First-version landmark
	• Anomaly-detection fabric operational across all transactional streams.	
Phase 5 (Months 49-60)	• Continuous re-tuning, refinement and version-management of all sovereign-AI models with refreshed transactional data. • Continuous open-source contributions and sovereign-AI capability uplift. • Continuous content quality programme, sector-by-sector deep curation refreshes. • Continuous improvement of accessibility, performance, security and cost-efficiency. • Knowledge-transfer and exit-readiness packs maintained continuously, ready for any handover scenario.	Full sovereign-AI capability stack operating at maturity across all sectors, all schemes, all States.

7. Key Performance Indicators and Service Level Parameters

The Performance Management Framework referenced in Section 5.5 shall be operationalised via the following categories of KPI and SLP. Specific numerical thresholds shall be agreed between NSDC and the successful bidder at contract signing and shall be revisited annually.

7.1 Platform operational SLPs (existing-scope continuity)

- Availability — minimum monthly availability for all production endpoints (candidate portal, admin portal, LMS, mobile-app backends);
- Response-time — P50 / P95 / P99 latency for key user journeys (registration, login, course enrolment, assessment submission, certificate verification);
- Throughput — minimum supported concurrent users at peak;
- Incident-response — time-to-acknowledge, time-to-mitigate and time-to-resolve for incidents by severity;
- Patch / vulnerability remediation — by severity (Critical / High / Medium / Low), aligned with NSDC ISMS (Information Security Management System) policies .

7.2 AI-feature SLPs (additional-scope)

- Response latency — P95 latency for AI Skill Mentor responses, separately for text, voice and IVR surfaces;
- Hallucination / grounding-fidelity — maximum permissible rate of ungrounded assertions, measured continuously on a held-out eval set;
- Bias and harm — composite bias-and-harm score across Indic languages, with explicit thresholds for production qualification of any adapter or model;
- Retrieval citation completeness — share of responses that include verifiable retrieval citations to knowledge-graph nodes or corpora;
- Cost per interaction — monthly tracking of token, GPU-hour and infrastructure cost per interaction, per surface, per scheme.

7.3 Security, privacy and compliance SLPs

- DPDP DSR fulfilment — time-to-fulfilment for Data Subject Rights requests per DPDP Act 2023 norms;
- Breach notification — time-to-regulator-notification per DPDP and as per regulatory required;
- CVD intake — time-to-acknowledge and time-to-publicly-resolve external vulnerability disclosures;
- Audit closure — time-to-close for findings from audits, by severity.

7.4 Content-quality SLPs

- Placeholder defect rate — share of public course descriptions still containing template-placeholder text shall be reduced to zero within Year 1;
- Metadata-completeness — share of courses with complete NSQF / SSC / QP metadata;
- AI-authored content — share with SME review-in-the-loop sign-off prior to learner-facing publication.

7.5 Adoption and outcome KPIs

- Active candidate base — monthly active candidates by State, age, gender and social category;
- Conversion and completion — registration-to-enrolment, enrolment-to-completion, completion-to-certification, certification-to-placement;
- AI-assistant adoption — share of registered candidates with at least one AI Skill Mentor interaction per month, broken down by channel (web, app, WhatsApp, voice/IVR) and language;
- Officer-Copilot adoption — share of officers using the copilot daily / weekly, with feedback-NPS;

- State-federation reach — number of State skilling-intelligence platforms federated with SIDH and the bidirectional data flows in production.

7.6 SLP penalty and framework

Failure to achieve or maintain the prescribed Service Levels and performance metrics under the Service Level Agreement shall entitle NSDC to impose service-credit-based deductions and/or liquidated damages from the applicable invoices of the Successful Bidder, in accordance with the SLP measurement methodology and tiered penalty framework defined under the Service Level Agreement . Subject to applicable Government guidelines, achievement of exceptional performance benchmarks, adoption metrics, innovation outcomes, or strategic transformation objectives may qualify the Successful Bidder for performance-linked incentives, strictly in accordance with the incentive mechanism, evaluation criteria, and approval process specified under the Service Level Agreement and subject to approval by the competent authority of NSDC.

Any penalties, service credits, incentives, or commercial adjustments shall be governed by the terms and limits prescribed under the Service Level Agreement . For further details, please refer to Clause 7.7.

7.7 SLA Framework, KPI and Penalties:

Category	**KPI / SLP Description**	**SLA Target**	**Measurement**	**Cure Period**	**Penalty / Deduction**	**Cap**
Platform Uptime	Platform availability (all production endpoints: candidate portal, admin portal, LMS, mobile backends)	≥ 99.5% per month	Real-time / Monthly	—	2% of monthly fee per 0.1% below threshold; also 0.5% deduction per 0.5% reduction (Cl. 11.3.3)	10% of monthly contract value
P1 Incident	Critical Incident (P1) resolution time	≤ 4 hours	Per incident	—	1% of monthly fee per hour above SLA; up to 2% monthly deduction (Cl. 11.3.3)	10% of monthly contract value
P2 Incident	High Incident (P2) resolution time	≤ 24 hours	Per incident	—	0.5% of monthly fee per day above	10% of monthly contract value

Category	KPI / SLP Description	SLA Target	Measurement	Cure Period	Penalty / Deduction	Cap
					SLA (Cl. 7.7.1)	
Security Patch – Critical	Critical security patch deployment	≤ 48 hours	Per patch	—	2% per missed patch per week; up to 2% monthly deduction (Cl. 11.3.3)	10% of monthly contract value
Security Patch – High	High severity security patch deployment	≤ 7 days	Per patch	—	2% per missed patch per week (Cl. 7.7.1)	10% of monthly contract value
DPDP / Privacydesign Compliance	DPDP DSR fulfilment, CERT-In reporting, audit closure (by severity)	Per statutory / contractual timelines	Per event / Monthly	—	Up to 2% monthly deduction; (Cl. 11.5.2)	Cap LIFTED for personal data breaches
Audit Finding Closure	Closure of audit / VAPT findings within agreed timelines (by severity)	Within agreed severity timelines	Monthly	—	Up to 2% monthly deduction (Cl. 11.3.3)	10% of monthly contract value
AI Model Accuracy	Accuracy of deployed AI models vs. agreed Model Card baselines; bias audit results	≥ Agreed baseline per Model Card	Monthly evaluation	—	1% per 2% below baseline (Cl. 7.7.1); up to 2% monthly deduction (Cl. 11.3.3)	10% of monthly contract value
AI Response Latency	P95 response latency for AI Skill Mentor (text, voice, IVR surfaces)	≤ Approved P95 threshold	Monthly	—	Up to 1% monthly deduction (Cl. 11.3.3)	10% of monthly contract value
AI Grounding / Hallucination	AI output accuracy / grounding compliance	≤ Approved hallucination /	Continuous / Monthly eval set	—	Up to 2% monthly deduction	10% of monthly contract value

Category	KPI / SLP Description	SLA Target	Measurement	Cure Period	Penalty / Deduction	Cap
	— maximum permissible ungrounded assertion rate	grounding threshold			(Cl. 11.3.3)	
Placeholder Defects	Share of public course descriptions containing template-placeholder text	Reduced to zero by end of Year 1	Monthly	Within agreed rectification timelines	Up to 1% deduction per month for unrectified defects (Cl. 11.3.3)	10% of monthly contract value
Metadata Completeness	Share of courses with complete NSQF / SSC / Qualification Pack metadata	100% completeness	Monthly	—	Up to 1% deduction (covered under content defect clause, Cl. 11.3.3)	10% of monthly contract value
Monthly Deliverable	Achievement of monthly deliverables per Section 6 Delivery Roadmap	Per agreed monthly schedule	Per milestone	7 calendar days	Weeks 1–2: 0.5% of milestone value/week; Weeks 3–4: 1.0%/week; Beyond 4 weeks: 2.0%/week (Cl. 11.2.3)	10% of individual milestone value
Quarterly Milestone	Achievement of quarterly milestones per Section 6 Delivery Roadmap	Per agreed quarterly schedule	Per milestone	15 calendar days	Weeks 1–2: 0.5% of milestone value/week; Weeks 3–4: 1.0%/week; Beyond 4 weeks: 2.0%/week (Cl. 11.2.3)	10% of individual milestone value
Critical Milestone	SIDH Beta Launch; GA Launch;	Per approved	Per milestone	21 calendar days	Weeks 1–2: 0.5%/wee	10% of milestone value; cap

Category	KPI / SLP Description	SLA Target	Measurement	Cure Period	Penalty / Deduction	Cap
	Month-18 Foundation Completion; DPDP/security certs; Sovereign AI infra production readiness	extended timeline			k; Weeks 3–4: 1.0%/week ; Week 5-8 2% .Week 9-12: 4% 4Delay > 90 days → material breach → PBG encashment / termination (Cl. 11.2.6, 11.4.2)	LIFTED for termination trigger events

8. Qualification of Resources

The qualification of resources required for the engagement is set out in this Section.

The role inventory is organised into ten groups: (1) Programme and Project Management, (2) Backend / Domain Engineering, (3) Frontend, UI/UX and Mobile, (4) LMS Engineering, (5) Data Engineering, Analytics and Visualisation, (6) Tool Experts, (7) GIS, (8) Release Engineering and DevSecOps, (9) Quality Assurance, (10) Aadhaar Services. These ten groups carry forward the existing-scope manpower with minor revisions.

Three additional groups to deliver the additional scope in Section 4.B: (11) Sovereign-AI Engineering, (12) Cryptography and Verifiable-Credential Engineering, and (13) Content Quality and Curation.

8.1 Existing role groups

The role qualifications below are carried forward from the prior ToR. The complete table of resource quantities per role is provided in Annexure I; role-quantities have been rationalised in light of single-partner consolidation.

8.1.1 Programme and Project Management

#	Role	Education	Experience
1	Programme Manager ()	B.Tech / B.E. / MBA / MTech / MCA or equivalent.	Minimum 15 years of total experience; minimum 5 years as Programme/Project Manager. PMP certified. Experience in Agile (Scrum, Kanban, Scrumban), tooling (Jira, Confluence), cross-functional leadership and Government-of-India programme delivery.
2	Project Manager ()	B.Tech / B.E. / MBA / MTech / MCA or equivalent.	Minimum 12 years of total experience; minimum 5 years as Project Manager. PMP / SAFe certified preferred. Experience in Agile delivery, large-scale platform programmes, vendor / stakeholder management.
3	Business Analyst	B.Tech / B.E. / MCA or MSc.	Minimum 5 years of experience. Strong analytical ability, complex business-problem decomposition, As-Is / BRD / FRS documentation, SQL, Excel; familiarity with the skilling / education / Government-DPI domain.

8.1.2 Backend / Domain Engineering

#	Role	Education	Experience
1	Architect (Solution / Domain) (Key expert 01)	B.Tech / B.E. / MCA or equivalent.	Minimum 10 years experience with 5+ years as Solution Architect. Architecture, design and development of systems on open-source technology stacks. Demonstrated experience on DevOps, CI/CD, test automation and strong design principles.

#	Role	Education	Experience
2	Tech Lead — Software Development (Java) (Key expert 02)	B.Tech / B.E. / MCA or equivalent.	Minimum 10 years' experience with 5+ years as Tech Lead. Micro-services architecture, Kafka, Angular, React Native, Node, Spring Boot, PostgreSQL, MongoDB, Elasticsearch, Java, Python, Keycloak, AWS, Service Mesh.
3	Senior Developer — Backend (Java)	B.Tech / B.E. / MCA or equivalent.	Minimum 6 years of experience. Software development on Java, Docker / containers, NoSQL, micro-services.
4	Junior Developer — Backend (Java)	B.Tech / B.E. / MCA or equivalent.	Minimum 4 years of experience. Java, Docker / containers, NoSQL, micro-services.
5	Developer — Python	B.Tech / B.E. / MCA or equivalent.	6–8 years of experience. Django, Airflow, Kafka, PostgreSQL, Spark / PySpark; AI/ML working knowledge.

8.1.3 Frontend, UI/UX and Mobile

#	Role	Education	Experience
1	UI Tech Lead (Key expert 03)	B.Tech / B.E. / MCA / B.Des / M.Des or equivalent.	Minimum 10 years of experience. UI/UX in web product design; 4+ years with front-end frameworks; Angular 8+ / React Native; JavaScript / HTML / CSS / jQuery.
2	Sr. UI Developer	Same as above.	Minimum 6 years of experience. 3+ years with front-end frameworks.
3	Jr. UI Developer	Same as above.	Minimum 4 years of experience. 2+ years with front-end frameworks.
4	UX Designer	B.Des / M.Des / B.Arch or equivalent.	Minimum 8 years of experience across at least 3 large-scale programmes. Sketch, Adobe XD, Figma, Invision, Framer X, Origami Studio, UXPin, Axure. Research and user-testing experience.
5	Mobile Tech Lead (Key expert 04)	B.Tech / B.E. / MCA or equivalent.	Minimum 10 years of experience. Android (Swift / Kotlin / Java / Android Studio), iOS (Swift), React Native. RESTful APIs, cloud-based IoT platforms, micro-services.
6	Sr. Mobile Developer	Same as above.	Minimum 6 years of experience.
7	Jr. Mobile Developer	Same as above.	Minimum 4 years of experience.
8	Sr. Node.js Developer	B.Tech / B.E. / MCA or equivalent.	Minimum 6 years of experience. Node.js, MongoDB / MySQL / PostgreSQL, REST

#	Role	Education	Experience
			and GraphQL, Docker / Kubernetes, AWS, automated testing, Git.
9	Jr. Node.js Developer	Same as above.	Minimum 3 years of experience.
10	Sr. Frontend Developer	B.Tech / B.E. / MCA or equivalent.	Minimum 6 years of experience. JavaScript frameworks, HTML, CSS, API integration, web/cloud deployment, Agile.

8.1.4 LMS Engineering

#	Role	Education	Experience
1	Open edX Tech Lead (Key expert 05)	B.Tech / B.E. / MCA / MSc Computer Science or equivalent.	Minimum 10 years experience with 7+ years as Tech Lead. Systems / applications back-end on open-source technology stack. DevOps, CI/CD, test automation, micro-services.
2	Sr. Open edX Developer	Same as above.	Minimum 6 years experience including 4–6 years in Python development. Django, Open edX, AngularJS, JavaScript, HTML, CSS, REST/micro-services, MySQL / Oracle / DB2.
3	Jr. Open edX Developer	Same as above.	Minimum 3 years experience; 2+ years in Python.
4	Sr. Open edX UI Developer / UX Designer	B.Des / M.Des / B.Arch or equivalent.	Minimum 6 years experience across at least 3 large-scale programmes. Open edX UI experience; Figma / Adobe XD / Sketch; HTML / JavaScript; research and user-testing.
5	Java Developer (LMS integrations)	B.Tech / B.E. / MCA or equivalent.	Minimum 3 years experience. REST APIs, Python / Java / Django, PostgreSQL / Cassandra / MongoDB, Elasticsearch, Docker / containers, Agile, Git.

8.1.5 Data Engineering, Analytics and Visualisation

#	Role	Education	Experience
1	Solution Architect (Data) (Key expert 06)	B.Tech / MCA or equivalent.	Minimum 10 years of experience. Multi-technology platform fluency; cross-functional team leadership; problem-solving, communication; skilling-domain familiarity preferred.
2	ETL Developer	B.Tech / B.E. / MCA or equivalent.	Minimum 5+ years of experience in data-management lifecycle. Informatica, Python, AWS, structured/semi/un-structured big data, PostgreSQL / MongoDB / Cassandra / Kafka.

#	Role	Education	Experience
3	MDM and Data Quality Expert	B.Tech / B.E. / MCA / MBA / MTech or equivalent.	Minimum 10+ years with proven track record on data quality and master-data lifecycle using Informatica DQ; engagement-execution experience.
4	Data Governance Expert (Key expert 07)	B.Tech / B.E. / MCA / MBA / MTech or equivalent (full-time).	Minimum 10 years of experience managing data-governance lifecycle. Data mapping, business-flow diagrams, large-volume analytical work.
5	Data Analyst	B.Tech / B.E. / MCA or equivalent.	Minimum 3+ years of experience. Python, structured / semi / un-structured data, PostgreSQL / MongoDB / Cassandra.
6	Data Scientist	B.Tech / MTech / MCA / Masters in statistics / data science.	Minimum 5 years as Data Scientist on analytics projects, with at least 3 AI/ML/NLP projects. Statistical and ML lifecycle; certified Data Scientist preferred.
7	API Developer	B.Tech / B.E. / MCA or equivalent.	Minimum 3+ years of IT-software-development. Angular / Java / full stack; SQL / NoSQL; Spring Framework; testing; AWS.
8	Lead Visual Expert / Visual Expert (Key expert 08)	B.Tech / B.E. / MCA / MSc Mathematics / Statistics / Computer Science or equivalent.	Lead: 10+ years; Engineer: 3+ years. Power BI design and storytelling; AWS data; PostgreSQL / MongoDB / Cassandra / Kafka.

8.1.6 Tool Experts

#	Role	Education	Experience
1	Elasticsearch Expert ()	B.Tech / B.E. / MCA or equivalent.	Minimum 5 years with 3 years relevant. Elasticsearch / ELK / Elastic Cache; data structures; REST APIs in Python; Git / GitLab / Bitbucket; AWS; React / Angular / Vue.js a plus.
2	Kafka Expert	Same as above.	Minimum 6 years with 3 years relevant. Kafka Streaming, Apache Kafka, Confluent; topic management; event-driven architecture; complex event processing; large-scale backend systems.
3	Keycloak Expert	Same as above.	Minimum 10 years with 4 years relevant. Keycloak design, implementation and maintenance for SSO; security policies; CI/CD integration; troubleshooting.
4	PostgreSQL Expert	Same as above.	Minimum 10 years with 4 years relevant. PostgreSQL on-prem and community;

#	Role	Education	Experience
			upgrades, patches, backups; query tuning, indexing, schema design; replication, clustering, failover.

8.1.7 GIS

#	Role	Education	Experience
1	Database Expert (Geo) ()	B.Tech / B.E. / MCA or equivalent.	Minimum 8 years of experience in database management with at least 5 projects, 3 of which in the proposed GIS technology area. Big-data and certification preferred.
2	Application Development Engineer (Web / GIS)	B.Tech / B.E. / MCA or equivalent.	Minimum 8 years of experience in web-portal development.
3	Application Developer (iOS)	B.Tech / B.E. / MCA or equivalent.	Minimum 8 years of experience in iOS mobile-app development.
4	Application Developer (Android)	B.Tech / B.E. / MCA or equivalent.	Minimum 8 years of experience in Android mobile-app development.

8.1.8 Release Engineering and DevSecOps

#	Role	Education	Experience
1	DevSecOps Engineer	B.Tech / B.E. / MCA or equivalent. CEH / OSCP / ECDE / cloud-and-infra security certifications preferred.	Minimum 10 years experience. Infrastructure and security solutions; CI/CD design and implementation; reusable patterns; multi-platform build automation. ITIL / SDLC discipline. Hands-on troubleshooting in DevSecOps. Kubernetes / OpenShift / Docker / cloud-security depth.
2	DevOps Release Manager (also acts as Project Manager) ()	B.Tech / B.E. / MCA / MSc or equivalent.	Minimum 6 years experience. CI/CD methodologies; scripting; release management; build automation; AWS / Kubernetes; IaC (Terraform); ELK; AWS-Solutions-Architect certification preferred.

8.1.9 Quality Assurance

#	Role	Education	Experience
1	Test Lead (Key expert 09)	B.Tech / B.E. / MCA or equivalent.	Minimum 8 years experience. Web, mobile, API testing; debugging; test deliverables and reporting; defect management.

#	Role	Education	Experience
2	Senior Test Engineer	Same as above.	Minimum 6 years experience. Web, mobile, functional and UI/UX testing; API testing; advanced debugging.
3	Test Engineer	Same as above.	Minimum 3 years experience. Web, mobile, functional, UI/UX testing.
4	Test Automation Engineer — API	Same as above.	Minimum 3 years experience in API testing.
5	Test Automation Engineer — Web	Same as above.	Minimum 5 years experience. Selenium; JMeter performance testing.
6	SDET (Mobile)	Same as above.	Minimum 5 years experience in mobile-app testing.
7	Test Automation Engineer — Performance	Same as above.	Minimum 5 years experience. Selenium; JMeter.
8	AI Eval Test Engineer (new)	B.Tech / B.E. / MCA / MS in Computer Science or related.	Minimum 5 years total, with 2+ years in ML/LLM evaluation. Familiarity with lm-evaluation-harness, BigBench-style harnesses, custom evals; bias / harm test design; Python; pandas; statistics.

8.1.10 Aadhaar Services

#	Role	Education	Experience
1	Compliance Officer (Key expert 10)	B.Tech / B.E. / MCA. MBA/MPM preferred. PMP / PRINCE2 preferred.	Minimum 10 years' experience. Oversees the Aadhaar workstream; coordinates with UIDAI, NSDC; ensures UIDAI compliance; SLP management; regulatory / audit readiness.
2	DBA (Aadhaar)	B.Tech / B.E. / Bachelor's in CS / IT / Database Management.	Experience with HSM management and UIDAI-compliant databases. Data encryption, tokenisation, access control.
3	Technical Support Engineer	Bachelor's in IT / CS or related.	Post-deployment support, incident management, audit-log integration with SIEM, regular security audits.
4	Full-Stack Developer (Aadhaar)	B.Tech / B.E. / MCA or related.	Develops and customises the Aadhaar Data Vault; implements encryption / tokenisation / reference-key generation; web-UI with maker-checker.

8.2 New development groups — Sovereign-AI integration

8.2.1 Sovereign-AI Engineering

This is the core engineering group for the AI substrate (Sections 4.B.1 through 4.B.5).

#	Role	Education	Experience and skill-set
1	AI Platform Architect (Key expert 11)	B.Tech / B.E. / MTech / MCA in Computer Science / AI / ML or equivalent.	Minimum 12 years of experience with 5+ years architecting AI / LLM platforms. Demonstrated end-to-end design of LLM-based systems at production scale spanning data, fine-tuning, inference, safety and applications. Familiarity with vLLM / Triton / TGI, PyTorch, Megatron-LM, DeepSpeed, LoRA / DPO / RLHF, vector and graph stores, RAG and Graph-RAG patterns, agent orchestration, multi-tenant inference. Indian-language NLP exposure highly preferred.
2	Knowledge Graph and Ontology Lead (Key Expert 12)	B.Tech / MTech / PhD in Computer Science / Knowledge Engineering / Linguistics, or equivalent.	Minimum 10 years of experience, with at least 5 years on canonical knowledge graphs / ontologies in production. Demonstrated experience building or extending sector ontologies (skills, healthcare, agriculture, governance), SPARQL / Cypher fluency, SHACL / SKOS, RDF and labelled-property-graph paradigms, Neo4j / JanusGraph / Apache Jena, ontology-versioning, federated SPARQL.
3	Senior Knowledge Graph Engineer	B.Tech / B.E. / MCA or equivalent.	Minimum 6 years of experience. Graph databases (Neo4j / JanusGraph / Apache Jena); RDF / OWL / SHACL / SPARQL / Cypher; entity-resolution and record-linkage; data-ingestion pipelines into graph stores.
4	Junior Knowledge Graph Engineer	Same as above.	Minimum 3 year's experience. Cypher / SPARQL; Python; graph-database operations.
5	RAG / Vector-Search Lead (Key expert 13)	B.Tech / MTech / MS in Computer Science.	Minimum 8 years of experience, with at least 3 years building production retrieval systems combining vector search and graph traversal. Milvus / Weaviate / Qdrant / pgvector; embedding-model selection and lifecycle; chunking strategy; hybrid retrieval (BM25 + dense + graph); reranking; retrieval evaluation.
6	RAG / Vector-Search Engineer	B.Tech / B.E. / MCA or equivalent.	Minimum 4 years experience. Python; vector stores; embedding models; retrieval evaluation; experience integrating retrieval pipelines with downstream LLM applications.

#	Role	Education	Experience and skill-set
7	ML Engineer — Fine-Tuning (Senior) (Key Expert 14)	B.Tech / MTech / MS in CS / AI / ML.	Minimum 8 years total experience, with at least 4 years on LLM fine-tuning at production scale. LoRA / QLoRA / DPO / SFT / RLHF; Hugging Face Transformers, PEFT, TRL; PyTorch / DeepSpeed / Megatron-LM; CUDA fundamentals; multi-GPU training; experience adapting sovereign / open-weight LLMs; Indian-language model adaptation preferred.
8	ML Engineer — Fine-Tuning	B.Tech / MTech / MCA in CS / AI / ML.	Minimum 4 years experience. Hugging Face stack; LoRA / DPO; PyTorch; multi-GPU training; experience operationalising adapters per business domain.
9	ML Ops / Inference-Optimisation Engineer	B.Tech / MTech / MCA in CS / AI / ML.	Minimum 6 years experience, with at least 2 years on inference optimisation. vLLM / Triton / TGI; KV-cache optimisation; quantisation (INT4 / INT8 / FP8); continuous batching; GPU profiling (NVIDIA Nsight); cost-per-token instrumentation; multi-tenant inference.
10	LLM Safety and Evaluation Lead (Key expert 15)	B.Tech / MTech / MS / PhD in CS / AI / ML / HCI / Linguistics.	Minimum 8 years experience, with at least 3 years on AI safety / evals at production scale. Eval-harness design; bias and harm test-set design across Indic languages; red-teaming methodology; hallucination / grounding-fidelity measurement; model-card and system-card authoring; familiarity with the NIST AI RMF and the EU AI Act's risk categories.
11	LLM Safety and Evaluation Engineer	B.Tech / MTech / MS in CS / AI / ML.	Minimum 4 years experience. Eval-harness implementation; statistical methodology; bias / harm testing; Python.
12	Conversational AI Designer (Senior) – Key Expert 16	B.Tech / B.Des / M.Des in HCI / Design / CS, or equivalent.	Minimum 8 years experience designing conversational AI systems across web and messaging channels. Familiarity with Generative AI tooling, flow design for goal-oriented and exploratory dialogue, multilingual conversation design across Indic languages, IVR / voice-flow design.
13	Conversational AI Designer	B.Tech / B.Des or equivalent.	Minimum 3 year's experience in UX design with focus on conversational AI. Familiarity with Generative AI tools; flow prototyping; Figma; multilingual / multimodal conversation design.

#	Role	Education	Experience and skill-set
14	Voice / IVR Engineer (Senior)	B.Tech / B.E. / MCA in CS / Telecom / EE.	Minimum 7 year's experience. WebRTC-class real-time media stacks (e.g., LiveKit, Janus, Jitsi); SIP / RTP; PSTN / IVR integration; Indic ASR and TTS; voice-pipeline latency / quality optimisation; barge-in / endpointing; multi-language voice handover.
15	Voice / IVR Engineer	B.Tech / B.E. / MCA in CS / Telecom / EE.	Minimum 4 years experience. WebRTC; SIP; voice pipelines; ASR / TTS integration.
16	Multi-Agent Orchestration Engineer (Senior) Key Expert 17	B.Tech / MTech / MCA in CS / AI / ML.	Minimum 8 years experience. Agent frameworks (LangGraph / AutoGen / CrewAI or equivalent); MCP / A2A protocols; tool / function calling; orchestration of long-running workflows; deterministic plan generation, retry / rollback, observability.
17	Multi-Agent Orchestration Engineer	B.Tech / MTech / MCA in CS / AI / ML.	Minimum 4 years experience. Python; agent frameworks; tool integration; workflow orchestration.
18	Senior Application Engineer (AI surfaces)	B.Tech / MTech / MCA in CS / AI / ML.	Minimum 6 years experience integrating AI surfaces into web / mobile / WhatsApp applications. Python; Node.js; React; backend integration with LLM inference; streaming UIs; cost / latency / observability instrumentation.
19	Application Engineer (AI surfaces)	B.Tech / B.E. / MCA or equivalent.	Minimum 3 years experience. Python / Node.js; REST / GraphQL; familiarity with LLM APIs; basic familiarity with prompt-engineering patterns.

8.2.2 Cryptography and Verifiable-Credential Engineering

This group delivers Section 4.B.6 and supports the Aadhaar Services group on key-management and HSM.

#	Role	Education	Experience and skill-set
1	Verifiable-Credential and DID Architect Key Expert 18	B.Tech / MTech / MS in CS, or equivalent.	Minimum 10 years experience, with at least 4 years on W3C VC / SD-JWT / DID-based systems at production scale. Familiarity with the W3C VC Data Model v2.0, IETF SD-JWT (RFC 9450), JOSE / COSE, BBS+ selective disclosure, did:web / did:ion methods, issuer / verifier reference implementations (DIDKit, Spruce, vc-js or equivalent). Experience with credential

#	Role	Education	Experience and skill-set
			interoperability across Government DPI services preferred.
2	Senior VC / Crypto Engineer	B.Tech / MTech / MCA in CS.	Minimum 6 years experience. Cryptographic library development; JOSE / COSE; key-management workflows; certificate / DID document publication and verification; reference implementations in Rust / Go / TypeScript.
3	VC / Crypto Engineer	B.Tech / B.E. / MCA in CS.	Minimum 3 years experience. JOSE / COSE; key-management; reference implementations.
4	HSM / KMS Engineer	B.Tech / B.E. / MCA in CS.	Minimum 6 years experience with HSM and KMS at production. FIPS 140-2 / 140-3 levels; key-ceremony procedures; key-rotation; PKCS#11; integration with cloud KMS (AWS KMS / Cloud HSM) and on-prem HSM appliances.
5	PKI / Issuer-Registry Engineer	B.Tech / B.E. / MCA in CS.	Minimum 5 years experience. Public-key infrastructure; certificate-authority operations; DID-document publication and verification; .well-known endpoints; issuer-registry governance.

8.2.3 Content Quality and Curation

This group delivers Section 4.B.8 — both the initial content-quality sweep and the continuous monitoring and curation of content on SIDH, in coordination with the AI-authored content pipeline (Section 4.B.4.5).

#	Role	Education	Experience and skill-set
1	Content QA Lead (Key expert 19)	Bachelor's in Education / Mass Communication / Journalism / English Literature, or equivalent. Master's preferred.	Minimum 10 years experience in content quality / instructional design / large-scale content operations, with at least 3 years on a Government or DPI-scale content estate. Familiarity with NSQF / NOS / Qualification Pack structures; instructional-design methodology (ADDIE / SAM); multilingual content review across Indic languages.
2	Content QA Engineer	Bachelor's in Education / Mass Communication / English / appropriate domain.	Minimum 5 years experience in content QA. Editorial proficiency in English and Hindi at minimum; familiarity with at least one additional Indic language; instructional-design awareness; comfort with Open edX content authoring.

#	Role	Education	Experience and skill-set
3	Subject-Matter Expert pool (per major SSC sector)	Sector-specific qualification recognised by the relevant Sector Skill Council; Master's / industry-experience preferred.	Minimum 8 years industry experience in the relevant sector; experience designing curricula or assessment items mapped to NSQF / Qualification Packs. Indicative coverage: BFSI; Electronics & Hardware; Automotive; Construction; IT-ITeS; Retail; Logistics; Healthcare; Tourism & Hospitality; Beauty & Wellness; Agriculture; Apparel; Power; Telecom; Media & Entertainment. The pool may be flexible / engaged on retainer.
4	Content Localisation Specialist (per language)	Master's / certified translation in the relevant language.	Minimum 5 years experience translating and adapting educational content. Indicative coverage of the 22 scheduled languages.

8.2.4 AI Security (under Security group)

AI Security is added to the existing Security group to address adversarial robustness, prompt-injection defence, model-supply-chain assurance and the specific threat-model that LLM-grounded applications introduce.

#	Role	Education	Experience and skill-set
1	AI Security Lead (Key expert 20)	B.Tech / MTech / MS in CS / AI / ML / Cybersecurity.	Minimum 8 years total, with at least 3 years on AI / LLM security. Threat-modelling for LLM systems; OWASP LLM Top 10; prompt-injection / jailbreak defence; data-poisoning and supply-chain attacks on weights; model-card and bill-of-materials hygiene; red-teaming methodology; familiarity with the NIST AI RMF and CISA AI security guidelines.
2	AI Security Analyst	B.Tech / B.E. / MCA in CS / Cybersecurity.	Minimum 3 years experience. SAST / DAST; familiarity with LLM-specific threat patterns; red-teaming; Python; comfort with adversarial-prompt research.

9. Transition and takeover:

a) The successful bidder shall prepare and submit a detailed Transition and Takeover Plan outlining the tasks, activities, timelines, dependencies, resource deployment strategy, Knowledge Transfer (KT) approach, operational methodology, and governance mechanism required for seamless transition and takeover of the project/services from the existing partner/service provider on an "as-is where-is" basis, without disruption to NSDC's business operations, services, security posture, or project continuity.

b) The Transition and Takeover Plan shall clearly identify, include, and define, inter alia:

- the designated transition and governance team responsible for successful transition and takeover;
- roles, responsibilities, and escalation matrix of all stakeholders;
- transition timelines, milestones, deliverables, and stabilization activities;
- tools, technologies, methodologies, processes, and frameworks proposed to be adopted;
- KT, handover, documentation, training, and operational readiness activities;
- application, infrastructure, access, credential, repository, configuration, asset, dependency, and environment takeover activities;
- source code, release management, version control, backup, and recovery mechanisms;
- security, compliance, audit, monitoring, logging, and operational controls;
- risk identification, mitigation measures, rollback mechanisms, business continuity measures, and contingency planning; and
- coordination and communication mechanisms with NSDC, existing vendors/service providers, third parties, and designated NSDC SPOCs.

c) The successful biddershall complete the transition and fully take over the project/services, including KT, handover, operational readiness, stabilization, onboarding, access provisioning, repository takeover, documentation review, dependency mapping, and support enablement activities, within a period not exceeding thirty (30) calendar days from the date of signing of the Contract by NSDC, unless otherwise extended or modified by NSDC in writing.

d) The responsibility for ensuring complete, seamless, secure, and uninterrupted transition, KT, handover, operational continuity, documentation transfer, dependency management, and stabilization of services shall solely rest with the successful bidder. Any gaps, delays, operational disruptions, security incidents, transition failures, or transition-related deficiencies attributable to the successful biddershall be rectified by the successful bidderat its own cost, risk, and responsibility.

e) The successful biddershall strictly adhere to NSDC's Change Management, Information Security, Access Control, Release Management, Documentation, Compliance, Governance, and operational policies and procedures during the transition and takeover phase. No production changes, deployments, access modifications, configuration updates, integrations, or operational changes shall be carried out without following the applicable NSDC approval, governance, security, and audit processes.

f) All costs, expenses, resources, logistics, KT efforts, transition support activities, coordination efforts, travel, tools, infrastructure support, and incidental expenses associated with the transition and takeover process shall be borne solely by the successful bidder, and no additional cost shall be payable by NSDC unless expressly approved in writing by NSDC.

10.a Payment Terms – Outcome & Delivery-Based (First 18 Months) with Monthly Percentage Distribution

10.a.1 Applicability

These payment terms shall apply to the **first eighteen (18) months (Foundation Phase)** of the engagement, structured across six (6) quarters (Q1 to Q6), each with defined **milestones and deliverables**.

10.a.2 Overall Payment Structure

The total contract value for the first 18 months shall be:

- Allocated **quarter-wise based on milestones**, and
- Further distributed **month-wise within each quarter**,

However:

Monthly payments shall be released only upon achievement of cumulative deliverables, and **Final release for each quarter is subject to milestone acceptance by NSDC**

10.a.3 Percentage Allocation (Quarter + Monthly Breakup)

Quarter-wise Allocation

Quarter	Milestone	% of Total Quote Value for phase 1
Q1	Mobilization, Assessment & Continuity	5%
Q2	Knowledge Layer	15%
Q3	Beta Launch	15%
Q4	GA Launch (Critical)	25%
Q5	Orchestration & Expansion	15%
Q6	Final Completion	25%
Total		**100%**

10.a.4 Monthly Payment Distribution

Each quarter's payment shall be **distributed equally across 3 months**, but **payable only upon delivery validation**.

Q1 (5%) → Monthly Distribution

Month	%
Month 1	1.5%
Month 2	1.5%
Month 3	2%

Release Condition:

- Progressive achievement of mobilisation
- Final release after NSDC certification of zero-disruption transition
- No Advance payment shall be made

Q2 (15%) → Monthly Distribution

Month	%
Month 4	5%
Month 5	5%

Month 6	5%

Release Condition:

- Knowledge Graph, taxonomy, and data layer functionality verified
- Final validation by NSDC

Q3 (15%) → Monthly Distribution

Month	**%**
Month 7	5%
Month 8	5%
Month 9	5%

Release Condition:

- Beta rollout success
- Functional AI modules live
- NSDC acceptance of Beta

Q4 (25%) → Monthly Distribution (High Value Phase)

Month	**%**
Month 10	8%
Month 11	8%
Month 12	9%

Release Condition:

- Full GA launch
- Platform scaled deployment
- **Final release subject to Go-Live acceptance**

Q5 (15%) → Monthly Distribution

Month	**%**
Month 13	5%
Month 14	5%
Month 15	5%

Release Condition:

- Orchestration + expansion completed
- Ecosystem integration validated
- Final validation by NSDC

Q6 (15%) → Monthly Distribution

Month	**%**
Month 16	8%

Month 17	8%
Month 18	9%

Release Condition:

- Full foundation completion
- Certifications, audits, compliance completed
- **Final NSDC sign-off mandatory**

10.a.5 Key Payment Conditions

1. **Outcome-Based Release**
    - Payment is linked to **achievement of defined deliverables**
    - No payment solely for time elapsed
2. **NSDC Validation Mandatory**
    - Each month/quarter payment requires **validation by NSDC**
3. **Invoice Cycle**
    - Vendor shall submit **monthly invoices**
    - Payment within **45 days of undisputed invoice**
4. **Holdback Mechanism**
    - Last month of each quarter may be:
        - fully or partially withheld on prorate basis
        - until milestone completion is certified

10.b Payment Terms – Monthly Payment (Year 2 to Year 5 Phase-wise Quoted Value)

10.b.1 Applicability

These payment terms shall apply for **Year 2 to Year 5 (Months 19 to 60)** of the engagement and shall be aligned with the **phase-wise commercial quote submitted by the bidder**.

10.b.2 Phase-wise Monthly Payment Structure

(a) Phase 2 (Months 19–24)

- The bidder shall be paid on a **monthly basis** for this phase.
- The total value **quoted by the bidder for Months 19 to 24** shall be **equally distributed across 6 months**.

Monthly Payment Calculation:
Monthly Payment = (Total quoted value for Months 19–24) ÷ 6 (16.67% of Phase 2 Value)

(b) Phase 3 (Months 25–36)

- The bidder shall be paid on a **monthly basis** for this phase.
- The total value **quoted by the bidder for Months 25 to 36** shall be **equally distributed across 12 months**.

Monthly Payment Calculation:
Monthly Payment = (Total quoted value for Months 25–36) ÷ 12 (8.33% of Phase 3 Value)

(c) Phase 4 (Months 37–48)

- The bidder shall be paid on a **monthly basis** for this phase.
- The total value **quoted by the bidder for Months 37 to 48** shall be **equally distributed across 12 months**.

Monthly Payment Calculation:
Monthly Payment = (Total quoted value for Months 37–48) ÷ 12 (8.33% of Phase 4 Value)

(d) Phase 5 (Months 49–60)

- The bidder shall be paid on a **monthly basis** for this phase.
- The total value **quoted by the bidder for Months 49 to 60** shall be **equally distributed across 12months**.

Monthly Payment Calculation:
Monthly Payment = (Total quoted value for Months 49–60) ÷ 12 (8.33% of Phase 5 Value)

10.b.3 Basis of Payment

All monthly payments shall be:

- Subject to **submission of correct and valid invoice**,
- Verified and approved by **NSDC**,
- Linked with **continuous execution of the defined workstreams** for the respective phase.

10.b.4 Payment Timeline

- Payments shall be released within **45 days from receipt of undisputed invoice**.

10.b.5 Performance and SLP Conditions

- Monthly payments shall be subject to:
    - **SLP compliance**,
    - Continuous progress of deliverables,

- Adherence to the defined workstreams for each phase.
- Final validation by NSDC

11. EXIT MANAGEMENT, KNOWLEDGE TRANSFER AND TECHNOLOGY ESCROW

- Exit Management Plan: Within 90 days of Contract execution, the Service Provider shall submit an Exit Management Plan for NSDC's approval. This shall be updated annually and shall address: (a) all deliverables and system components to be transferred; (b) timelines for knowledge transfer; (c) resource allocation for transition; (d) third-party licensing arrangements to be transferred or novated.
- Transition Period: Upon expiry or notice of termination, the Service Provider shall provide a minimum 180-day transition period, during which: (a) full service levels shall be maintained; (b) full-time knowledge transfer support shall be provided to NSDC or its incoming service provider; (c) the Service Provider shall not solicit or poach NSDC project team members.
- Deliverables on Exit: The Service Provider shall hand over: (a) complete documented source code for all Custom IP; (b) all trained AI/ML model weights and RLHF datasets; (c) all technical documentation, architecture diagrams, API specifications, runbooks, and operational procedures; (d) all citizen and user data in a standard NSDC-specified format; (e) all third-party licences, contracts, and agreements related to the project; (f) a complete SBOM for all software components.
- Technology Escrow: Within 60 days of Contract execution, the Parties shall enter into a three-party Technology Escrow Agreement with an NSDC-approved Escrow Agent. The Service Provider shall deposit into escrow: (a) complete source code; (b) compilation and build instructions; (c) deployment scripts and infrastructure-as-code; (d) updated AI/ML model weights (quarterly deposits). NSDC shall have the right to access escrow materials upon: (i) insolvency/winding up of the Service Provider; (ii) material uncured breach; (iii) termination for cause. Cost of the escrow arrangement shall be borne by the Service Provider.
- Liquidated Damages for Exit Failures: Failure to submit the Exit Management Plan within the agreed timeline: INR 5 Lakhs per week of delay. Failure to hand over deliverables on the agreed exit date: 2% of remaining Contract value per month.

12. CHANGE MANAGEMENT PROCESS

- Change Requests: Any modification to the agreed Scope of Work, technical specifications, timelines, or financial terms shall be subject to a formal Change Request (CR) process. Either Party may initiate a CR.
- CR Process: (a) Initiating Party submits a written CR Form to the other Party's designated Project Manager; (b) Service Provider provides a written Impact Assessment within 7 business days (scope, cost, timeline, and risk impacts); (c) Parties negotiate and agree on terms; (d) An approved CR is documented as a Contract Amendment signed by authorised representatives; (e) No CR shall be implemented without a signed Contract Amendment.
- Emergency Changes: In case of a security emergency, the Service Provider may implement an Emergency Change with verbal approval from NSDC's designated CTO/IT Head, followed by a written CR submission within 24 hours.
- CR Register: The Service Provider shall maintain a Change Request Register and include a CR status summary in each monthly project report.

Annexure-IX

BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT

To

NSDC CEO
National Skill Development Corporation
5th & 6th Floor, Kaushal Bhawan,
New Moti Bagh, New Delhi-110023

Reg: RFP for Selection of a Software Development, Sovereign-AI Engineering and Managed-Services Partner

Sir,

WHEREAS (Name and address of the bidder) hereinafter called "the bidder" has undertaken, to participate in the GeM Bid for Selection of a Software Development, Sovereign-AI Engineering and Managed-Services Partner floated by National Skill Development Corporation (Bid No. __________).

AND WHEREAS it has been stipulated by you in the said RFP that the bidder shall furnish you with an unconditional and irrevocable bank guarantee in favour of "National Skill Development Corporation" issued by scheduled public/private sector bank in India, cashable in Delhi INDIA, recognized by you for the sum specified therein as Proposal security for compliance with its obligations in accordance with the GeM Bid.

AND WHEREAS we have agreed to give the bidder such a unconditional and irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of Rs. (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the GeM Bid 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 or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the GeM Bid to be performed there under or of any of the RFP documents which may be made between you and the bidder 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 up to 30 days beyond the validity period of the tender.

(Signature with date of the authorized officer of the Bank)
Name and designation of the officer ………………………
Seal, name & address of the Bank and address of the Branch
…………………………………………………

Annexure-X

DRAFT SERVICE LEVEL AGREEMENT
BETWEEN
NATIONAL SKILL DEVELOPMENT CORPORATION
AND
[<Write name of Service Provider>]

This Service Level Agreement ("Service Level 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 successful bidder……], 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).

<u>Or</u>

Consortium consisting of following entities, each of which shall be jointly and severally liable to NSDC for all the Service Provider's obligations under this Service Level Agreement namely (1) <write name if the Lead Partner> a [*company/joint venture/society/trust-*] incorporated under the [,name of the act under which Lead Partner is incorporated], and having its registered office at [,,,,write registered office address of Lead Partner…….] (hereinafter referred to as "Lead Partner")and (2)) <write name if the other member> a [*company/joint venture/society/trust-*] incorporated under the [,name of the act under which other member is incorporated], and having its registered office at [,,,,write registered office address of other member…….](hereinafter referred to as "other member") (hereinafter collectively referred to as "Service Provider and each individually as a "Consortium Member", 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 Service Level 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 Service Level Agreement on such terms and conditions hereinbelow.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

1. **Definition and Interpretation**

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

a) “Service Level Agreement ” means this Service Level 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 Service Level 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 Service Level Agreement and all content created pursuant to this Service Level 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 Service Level 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 Service Level 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) “Consortium” means a group of independent entities i.e ______ and _______________ (maximum of two for the purpose of this RFP) joining together to submit a single bid, with ________________ acting as the Lead Partner and another member collectively responsible for delivering the requirements of the RFP. In case of a consortium, every member of the consortium shall be jointly and severally liable for the performance of the Contract and all members of the consortium shall unanimously designate any one member to act as the Lead Partner having authority to act on behalf of the consortium.

f) "Consortium Agreement" means a legally binding agreement dated ____________ entered into among the members of the Consortium, including the Lead Partner, setting out the terms and conditions governing their relationship, roles and responsibilities, scope of work, revenue sharing, obligations, liabilities, and internal arrangements for the purpose of submitting the bid and executing this Service Level Agreement in accordance with the RFP.

g) "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 Service Level Agreement . Deliverables shall be comprised of Custom Components and/or Service Provider's material;

h) 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.

i) "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.

i) Lead Partner is the primary entity in a Consortium responsible for submitting the response of RFP and coordinating with NSDC and for performing other roles and responsibilities as specifically mentioned in this Service Level Agreement .

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

k) Purchase Order (PO)means the document issued by NSDC to the Service Provider (in case of Consortium, acting through the Lead Partner) 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.

l) Service Provider under this Service Level Agreement shall mean **the Consortium comprising all its members, who shall be jointly and severally liable for performance of obligations under this Service Level Agreement .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 Service Level Agreement and, unless otherwise indicated, shall have such meaning throughout this Service Level Agreement .

c) Reference to this Service Level Agreement shall be deemed to include any amendments or modifications to this Service Level 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 Service Level Agreement . The Service Provider, in consideration for the payment as stated Service Level Agreement 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 Service Level Agreement only upon receipt of the electronic performance security by NSDC in accordance with other terms of this Service Level 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 (including all Consortium Members, where applicable) which shall extend all relevant obligations of the Service Provider under this Service Level 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 Service Level 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 Service Level Agreement .

3.2. NSDC will have the right to audit books and records of Service Provider (including each Consortium Member) for the purpose of verifying: (a) the proper performance by Service Provider of its obligations under this Service Level 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 Service Level Agreement and within a period of seven (7) years thereafter.

4. **SERVICE PROVIDER'S RESPONSIBILITIES**

4.1. The Service Provider (being the Consortium comprising all its members) shall execute and complete the Services with due care and diligence, and in such manner as may be required and specified under this Service Level Agreement .

4.2. The Service Provider confirms that it has entered into this Service Level 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 Service Level 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 Service Level 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 Service Level 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 jointly (in case of consortium) and severally liable to NSDC for any loss that NSDC may suffer as a result of any act or omission, breach of this Service Level 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 Service Level 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 Service Level Agreement , and which forms an integral part of this Service Level Agreement . Further, unless specified otherwise, in case of any inconsistency between the provision(s) of this Service Level Agreement and terms & conditions of the RFP, the provision(s) of this Service Level Agreement shall prevail.

4.9 The Consortium Agreement shall remain valid, binding, and enforceable at all times during the term of this Service Level Agreement and shall not be amended, modified, or terminated without the prior written consent of NSDC. The Consortium members shall ensure that the Consortium Agreement remains in force until completion of all obligations under the Service Level Agreement . (applicable only in case of Consortium)

4.10 In the event that the consortium expires, dissolves, or any consortium partner exits, withdraws, or fails to perform its obligations at any stage during the term of this Service Level Agreement , the remaining member shall be solely and fully responsible and liable for the continued performance and completion of all activities and obligations under the Service Level Agreement . (applicable only in case of Consortium)

4.11 Failure of the remaining partner(s) to fulfill such obligations shall constitute a breach of the terms and conditions of the Service Level Agreement and may result in appropriate action, including termination of the Contract, in accordance with the provisions of the Service Level Agreement . (applicable only in case of Consortium).

5. **Term**

Notwithstanding the date hereof, this Service Level Agreement shall commence on the [](“Effective Date”) and shall be valid for a period of three (____) years and shall come to an end on []. The term can be extended or reduced depending upon performance of the service provider and requirement of NSDC. Term may be extended only by mutual written agreement of the Parties.

6. **Termination**

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

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

b) Service Provider(including any Consortium Member) fails to provide the Services or has underperformed in providing the Services under this Service Level Agreement .

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

d) Service Provider(including any Consortium Member) 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(including any Consortium Member) 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(including any Consortium Member) 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 Service Level Agreement , without assigning any reason by giving written notice of 30 (thirty) days.

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

6.4. NSDC’s right to terminate this Service Level Agreement shall be without prejudice to the other rights and remedies it may have under Applicable Law.

6.5. This Service Level 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 Service Level Agreement , any rights or authority granted by NSDC to the Service Provider under this Service Level 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 Service Level Agreement , NSDC shall pay Service Provider for all Services rendered validly and in accordance with the terms of this Service Level Agreement , including a pro rata portion for Deliverables in progress prior to the date of termination in accordance with Schedule II.

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

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

8. **Service Provider's Representation and Warranties**

The Service Provider and each Consortium Member (where applicable) 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 Service Level Agreement ;

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

8.4. The execution of this Service Level Agreement by the Service Provider does not contravene the provisions of any applicable law or regulation or any other 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 Service Level 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 Service Level Agreement by the Service Provider, this Service Level 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 Service Level 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 Service Level 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 Service Level 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 At the time of signing of this Service Level Agreement, the Service Provider shall furnish to NSDC an electronic performance security equivalent to five percent (5%) of the Service Level 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"). Within 15 days of receipt and acceptance of the ePBG, NSDC shall issue the Purchase Order to the Service Provider.

9.2. The PBG shall remain valid throughout the Term of the Service Level Agreement and for a further period of three (3) months or ninety (90) days, following the expiry or termination of the Service Level Agreement , unless earlier encashed by NSDC in accordance with sub-clauses 6.1 or 6.3 of this Service Level Agreement .

9.3. In the event NSDC terminates this Service Level 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 Service Level Agreement or applicable law.

OR(in case of consortium below mentioned clause shall be applicable)

9.1. At the time of signing of this Service Level Agreement , the Service Provider (being the Consortium), acting through the Lead Partner, shall furnish to NSDC an electronic performance security equivalent to five percent (5%) of the Service Level Agreement value, amounting to Rupees [●] only (INR [●]). The 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"). The PBG shall be submitted by the Lead Partner on behalf of the Consortium and shall be binding on all Consortium members. Within 15 days of receipt and acceptance of the ePBG, NSDC shall issue the Purchase Order to the Service Provider.

9.2. The PBG shall remain valid throughout the Term of the Service Level Agreement and for a further period of three (3) months or ninety (90) days following the expiry or termination of the Service Level Agreement , unless earlier encashed by NSDC in accordance with sub-clauses 6.1 or 6.3 of this Service Level Agreement .

9.3. In the event NSDC terminates this Service Level Agreement in accordance with the relevant provisions, NSDC shall be entitled to invoke, forfeit, and encash the PBG submitted by the Lead Partner on behalf of the Consortium, without prejudice to any other rights or remedies available under this Service Level Agreement or applicable law. All Consortium members shall be jointly and severally liable for any such encashment.

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 Service Level Agreement ; or (b) has committed a data breach or (c) is in anyway not in compliance with Applicable Law.

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

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

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

10.6. Substitution of Key Experts

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

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

iii. The Key Experts have to be full-time on this project and at the location mentioned as per the terms and conditions of the Service Level 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 Service Level Agreement for such change request, unless an acceptable replacement is provided within 15 days of such change request. For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by VP- IT & Digital, NSDC.

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

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

vi. Sub-Contracting

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

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

11. **Compliance with Laws**

The Service Provider including all Consortium Members and their personnel shall at all times during his performance of the Services under this Service Level 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**

a. 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").

b. All software, models, databases, algorithms, documentation, reports, and designs specifically developed under this Service Level Agreement ("Custom IP") shall vest exclusively in NSDC upon creation as a work-made-for-hire. The Service Provider hereby irrevocably assigns all rights, title, and interest in Custom IP to NSDC, including all IPR subsisting therein. Pre-existing IP, proprietary tools, and third-party open-source components ("Background IP") remain the property of the Service Provider or relevant third party. The Service Provider shall grant NSDC a perpetual, royalty-free, irrevocable, non-exclusive licence to use Background IP solely to the extent embedded in, or necessary for the use, operation, or exploitation of the Custom IP and Deliverables, and without restricting the Service Provider's ownership thereof.

c. 12.3 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. 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 Service Level Agreement .

d. The Service Provider hereby represents and warrants that none of its activity, software, documentation etc. used under this Service Level 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 Service Level Service Level 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.

e. Service Provider, subject to Clause 12 (f) below and to any restrictions applicable to any third-party materials embodied in the Deliverables, hereby grants to NSDC a perpetual and exclusive (except with respect to Background IP and Service Provider Knowledge Base, which shall remain non-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, excluding Background IP and Service Provider Knowledge Base shall remain with and/or are assigned to NSDC.

f. 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.

g. 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.

h. All Sovereign AI models, fine-tuned LLMs, SLMs, and ML pipelines developed specifically for SIDH shall vest exclusively in NSDC. Training data, model weights, RLHF datasets, and evaluation benchmarks created under this Service Level Agreement are Custom IP. The Service Provider may not use SIDH training data or model outputs to train models for other clients without NSDC's prior written consent.

i. The Service Provider shall not use NSDC's name, logo, or SIDH branding in any marketing or publication without NSDC's prior written consent. The Service Provider shall not publish or present findings derived from NSDC data at any public forum without NSDC's prior written consent.

j. The Service Provider shall maintain and provide NSDC with a complete Software Bill of Materials (SBOM) identifying all open-source components used, including their licences. The Service Provider shall not use any copyleft-licensed component (e.g. GPL) in a manner requiring NSDC to open-source Custom IP without NSDC's prior written consent.

k. Service Provider shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques provided that such use does not include or disclose any Custom IP, NSDC data, Deliverables, or Confidential Information that are acquired or used in the course of providing the Services.

l. This Clause 12 shall survive the termination or expiry of this Service Level Agreement .

13. **Indemnification**

13.1. Without limiting any other rights which NSDC may have under this Service Level Agreement and under law, the Service Provider (being the Consortium and its members, jointly and severally) 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 Service Level Agreement or due to any breach of the terms and condition of this Service Level 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 Service Level Agreement . The provisions of this Clause 13 shall survive the termination or expiry of this Service Level 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 This indemnity shall apply irrespective of which Consortium member is responsible for the act or omission, and the Service Provider shall remain fully liable to NSDC for the same. (applicable in case of consortium only)

13.4. The above limitations of liability and exclusions from liability set forth in this Clause 13 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**

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 IX 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.

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 Service Level 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 Service Level 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 Service Level Agreement in the event of a Force Majeure except for Services already rendered under this Service Level 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 Service Level 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 Service Level Agreement and shall continue to perform their respective obligations not under dispute under this Service Level Agreement .

16.3. This Service Level 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 Service Level 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 Service Level 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 17 hereof.

17.6 The Service Provider explicitly and irrevocably agrees that NSDC shall have the absolute right to immediately terminate this Service Level 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(including all Consortium Members and their personnel), 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 Service Level 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 Service Level 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 Service Level Agreement .

18.7 Penalties

If Service Provider breaches any of the terms and conditions set forth in this Service Level 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 Service Level Agreement : This Service Level 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 Service Level 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 Service Level Agreement or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

(b) NSDC shall be entitled to assign the Service Level 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 Service Level 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 Service Level 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 Service Level 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 Service Level 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 Service Level 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 Service Level Agreement or any waiver on the part of any Party of any provisions or conditions of this Service Level Agreement , must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Service Level 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 (including all Consortium Members) shall always remain an independent Service Provider during the term of this Service Level 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 Service Level Agreement . The Service Provider is an independent Service Provider and nothing in this Service Level 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

Service Level Agreement is not subject to any employment law(s) or related statute(s). This sub-clause 19.7(a) shall survive the termination or expiry of this Service Level 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 Service Level 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 Service Level 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 Service Level Agreement , NSDC and the Service Provider shall negotiate in good faith to amend and modify the provisions and terms of this Service Level 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 Service Level Agreement .

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

The Parties hereto have duly executed this Service Level Agreement as of the date and year hereinabove first written.

For National Skill Development Corporation

Sign: ________________________________
Name:
Title: For <Name of Service Provider>[]

SCHEDULE I
SERVICES

SCHEDULE -II

Payment Details

Schedule -III

Fraudulent or Corrupt Practices

Section 6. NSDC Policy –Corrupt and Fraudulent Practices

It shall be ensured that all activities relating to the award of Contract and its execution are conducted in a fair, consistent, and transparent manner, adhering to the highest standards of integrity and ethical conduct. In this regard, all Bidders, whether participating individually or as part of a Consortium, including their respective employees, sub-contractors, sub-consultants, sub-vendors, and authorized agents, shall be required to observe the highest standards of ethics during procurement and execution of the Contract.

In the case of a Consortium, this obligation shall apply jointly and severally to all members of the Consortium

In pursuance of the above:

(i) A Proposal may be rejected if it is determined that the Bidder (in case of a single entity) or any member of the Consortium, including the Lead Member and/or its employees, sub-contractors, sub-consultants, sub-vendors, or agents, has engaged in corrupt or fraudulent practices while competing for the Contract in question.

(ii) The funds allocated to a Contract may be cancelled, in full or in part, if it is determined that the Bidder or, in the case of a Consortium, any of its members and/or their respective employees, sub-contractors, sub-consultants, sub-vendors, or agents have engaged in corrupt or fraudulent practices in securing the Contract or during its execution.

(iii) A Bidder, or in the case of a Consortium, the Consortium as a whole and/or any of its constituent members, may be declared ineligible, either indefinitely or for a specified period, to be awarded a Contract if it is determined at any stage that such Bidder or any Consortium member has engaged in corrupt or fraudulent practices in competing for or executing the Contract.

For the purposes of this provision, the following definitions shall apply:

“Corrupt Practice” means offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of officials of NSDC in the procurement process or in the execution of a Contract.

“Fraudulent Practice” means any misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract, and includes collusive practices among Bidders or among Consortium members and/or other bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels.

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/Service Provider") has undertaken, in pursuance of Service Level Agreement dated _______________under RFP no. ___________________dated ________________ to provide services as mentioned therein [brief description of Goods and related Services] (hereinafter called "the Service Level Agreement ");

AND WHEREAS it has been stipulated by you in the said Service Level Agreement that the Service Provider shall furnish NSDC with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Service Level 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 NSDC, on behalf of the Applicant, up to a total of ___________________ [amount of guarantee2] __________________________ [in words], and we undertake to pay NSDC, 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 Service Level Agreement or of the Goods and related Services to be supplied thereunder or of any of the Service Level Agreement documents which may be made between NSDC 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 expiry date of the Service Level 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

<to be executed on stamp paper>

PERFORMANCE INSURANCE SURETY BOND

To: ___________________ [name of Purchaser)
_________________ [address of Purchaser)
This BOND is made as a deed AMONG the following parties
The " Service Provider " as contractor .... (name and address)
The "Surety Insurer" as guarantor (name and address) and National Skill Development Corporation("NSDC")

WHEREAS NATIONAL SKILL DEVELOPMENT CORPORATION, having its office at << ___________ ,>> (hereinafter referred to as "NSDC" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) has accepted the bid of the Service Provider in relation to the Tender/RFP/NIT Number ....**dated** .... and having entered into an Service Level Agreement dated _____ / issued Purchase Order No. _______________ dated ___ with/on M/s _____________________ (hereinafter referred to as "The Service Provider which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Service Provider having unequivocally accepted to supply the materials and/or Services as *per* terms and conditions given in the Service Level Agreement dated ___ / Purchase Order No.___________ dated _____ and NSDC having agreed that the Service Provider shall furnish to NSDC a Surety Bond for the faithful performance of the entire contract, to the extent of **xx% (xx** percent) of the value of the Purchase Order/ Agreement i.e. for Rs_____________________.

1. We, _________________ ("The Surety Insurer") which shall include OUR successors, administrators and executors irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the said Service Level Agreement /PO by the said Supplier and unconditionally and irrevocably undertake to pay forthwith to the NSDC an amount of Rs _____________________(Rupees______________ only (hereinafter referred to as the "Surety Bond") as our primary obligation on NSDC's first written demand without any demur, reservation, recourse, contest or protest and without reference to the Service Provider , if the Service Provider shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Service Level Agreement /PO.
2. Hereby, we undertake to pay up to but not exceeding _____ (say _____________ only) upon receipt by us of NSDC's first written demand accompanied by NSDC's declaration stating that the amount claimed is due by reason of the Service Provider having failed to perform as per the Purchase Order/ Service Level Agreement . Any such written demand made by the NSDC stating that the Service Provider is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Service Level Agreement /PO shall be final, conclusive and binding on the surety Insurer, notwithstanding any differences between the NSDC and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other NSDC.
3. NSDC shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions in the said Service Level Agreement /PO or to extend time for fulfillment and compliance with all or any of the terms and conditions contained in the said Service Level Agreement /PO by the Service Provider or to postpone for any time and from

time to time any of powers exercisable by it against the Service Provider and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Service Level Agreement/PO, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the NSDC of the liberty with reference to the matters aforesaid or by any change in the constitution of the NSDC or the Service Provider or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or releasing the Surety Insurer from its such liability. In the event of extension of time for performance of the Service Level Agreement , the Surety Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition or protest.

4. WE hereby acknowledge and understand that it shall not be necessary for NSDC to proceed against the Service Provider before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the NSDC may have obtained from the Service Provider or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.
5. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of NSDC in writing.
6. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
7. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
8. The Surety Bond shall be valid until ……… i.e, 90 days following the expiry date of the Service Level 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.
9. The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.
10. The Surety Insurer declares that this Insurance Surety Bond is issued as per applicable rules· and regulations of Insurance Regulatory Development Authority of India (IRDAI).
11. This Bond shall be governed by and construed in accordance with the laws of India. Courts at New Delhi shall have exclusive jurisdiction.

Authorized Signature
Manager
Seal of Insurer Surety
Contact details
Name & Signature of witness
Address of witness

Signature of the authorized Surety Insurer
Name
Signed in Capacity of
Full address of Branch
Tel No. of Branch
Fax No. / Email of Branch

1) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s).
3) The executing officer of Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond

Schedule IX-
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 Receiving Party shall process personal data only on documented instructions from NSDC.

2.6 The Receiving Party shall ensure that all Personal Data of Indian citizens collected or processed under the NDA shall be stored and processed exclusively within India. No cross-border transfer of Personal Data is permitted without explicit prior written consent of NSDC and in compliance with applicable DPDPA cross-border transfer restrictions.

2.7 The Receiving Party shall collect and process only the minimum personal data necessary for the Purpose of this NDA and shall maintain a Data Minimization Policy with evidence available to NSDC on request.

2.8 The Receiving Party hereby agrees that NSDC (or its appointed auditor) shall have the right to conduct privacy compliance audits of the Receiving Party's systems and processes at least once per year and at any time following a security incident.

2.9 In the event of a Personal Data breach, the Receiving Party shall: (a) notify NSDC within 24 hours of discovery; (b) provide a preliminary assessment within 48 hours; (c) provide a full written report within 72 hours; (d) take all reasonable steps to contain the breach and mitigate harm.

2.10 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 Upon the expiry or termination of this NDA in accordance with Clause 4, the Receiving Party shall, within seven (7) days of such expiry or termination:
a. cease to retain any Confidential Information of the Disclosing Party and, at the option of the Disclosing Party, either return or permanently destroy all Confidential Information in tangible or electronic form in its possession or control, including all copies thereof;
b. return all Personal Data to NSDC in an agreed machine-readable format;
c. permanently delete all copies of such Confidential Information and Personal Data, including any backups and copies held by its affiliates or sub-processors; and
d. confirm in writing to the Disclosing Party that such return and/or destruction has been duly completed by furnishing a certificate of deletion/destruction signed by its authorized representative (or Data Protection Officer, where applicable).

5.2 Except to the extent required under applicable law, the Receiving Party shall not retain, maintain, or preserve any Confidential Information or Personal Data, including in backup systems, in any form accessible to it 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**	For
Sign:____________________ Name: Designation:	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, the provisions of this NDA shall prevail to the extent of such inconsistency or conflict.

The following parameters shall be covered at the time of execution of this NDA:

(a) categories and volume of Personal Data processed;
(b) purpose and duration of processing;
(c) technical and organizational security measures;
(d) sub-processor conditions;
(e) data subject rights facilitation;
(f) breach notification procedures.

3. Term :

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