STANDARD PROCUREMENT DOCUMENT

Selection of Partner for Fund Raising for Skill Development Projects

RFP No: RFP/NSDC/CSR/2026/62
Department- (CSR)

Last Date and Time for Submission: 10.09.2026 at 03:00 PM (IST)

Kaushal Bhawan, 5th-6th Floors New Moti Bagh, New Delhi – 110023
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Procurement Schedule

Date and place of commencement of RFP	**21.08. 2026** **http://nsdc.eproc.in/**
Pre bid meeting Virtual through MS Teams (Pre- bid meeting for Selection of Partner for Fund Raising for Skill Development Projects | Meeting-Join | Microsoft Teams)	**26.08. 2026 at 11:30 AM**
Last Date and Time for receipt of queries on mail procurement@nsdcindia.org	**26.08.2026 at 05:00 PM**
Last Date and Time for submission of Technical Proposal	**10.09.2026 at 03:00 PM**
Date of opening for Technical Proposal & Place of Submission of Proposals	**10.09.2026 at 03:30 PM** **http://nsdc.eproc.in/**

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SECTION I: INSTRUCTIONS TO BIDDER (ITB)

A. General Provisions

1. Definitions

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

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

1.3 “Client” means “NSDC” i.e. “National Skill Development Corporation”.

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

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

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

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

1.8 “Government” means the Government of India.

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

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

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

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

1.13 “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder.

1.14 “RFP” means the Request for Proposals to be prepared by the Client for the selection of Bidders.

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

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

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

2. Introduction

2.1 National Skill Development Corporation (NSDC), the client, intends for **Selection of Partner for Funder Acquisition for Skill Development Projects.** (hereinafter called "Bidders").

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

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

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

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

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

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

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

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

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

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

3. Conflict of Interest

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

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

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

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

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

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

i. the preparation of the Terms of Reference for the assignment,
ii. the selection process for the Contract, or
iii. the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

4. <u>Corrupt and Fraudulent Practices</u>

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

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

5. <u>Eligibility Criteria</u>

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

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

B. Preparation of Proposals

6. General Considerations

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

7. Cost of Preparation of Proposal

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

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

8. Language

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

9. Documents Comprising the Proposal

9.1 The Proposal shall comprise the following documents as listed below

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

10. Only One Proposal

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

11. Proposal Validity

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

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

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

12. Sub-Contracting

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

13. Joint Venture

13.1 Joint Venture **is not allowed**

14. Extension of Proposal Validity Period

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

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

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

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

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

16. Benefits to MSEs

16.1 **Not Applicable to this RFP**

17. Clarification and Amendment of RFP

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

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

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

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

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

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

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

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

18. Technical Proposal Format and Content

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

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

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

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

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

19. Submission of Proposals (General)

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

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

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

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

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

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

19.7 Subject line while submitting queries to procurement@nsdcindia.org should be **RFP No: RFP/NSDC/CSR/2026/61** Queries: **Selection of Partner for Fund Raising for Skill Development Projects**

20. Confidentiality

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

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

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

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

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

21. Opening of Bid

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

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

22. Evaluation of Technical Proposals

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

22.1.1 **Eligibility Criteria:** First evaluation of the documents submitted by bidders against the **"Eligibility Criteria"** shall be evaluated by the client's "Technical Evaluation

Committee". The proposal meeting the requirement of Eligibility criteria shall be qualified for the technical evaluation.

22.1.2 **Technical Evaluation:** Technical evaluation of the bidder's qualifying the eligibility criteria shall be done as per the details/requirement specified in **Section III, Section IV & technical specification.**

23. Opening of Financial Proposals and evaluation.

23.1 After the technical evaluation is completed and approved by the Committee, the Client shall notify those Bidders whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying criteria and/or min technical score (and shall provide information relating to the Bidder's overall technical score) that their proposal cannot be considered further and their Financial Proposals will remain unopened after completing the selection process and Contract signing. The Client shall simultaneously notify those Bidders whose technical proposals achieved minimum score.

23.2 The notification to bidders shall be done only through the portal specified in the RFP.

23.3 The Financial Proposals shall be opened of those Bidders whose proposals have passed the minimum technical score. The Financial Proposals will then be inspected to confirm that they are as per the terms of RFP.

23.4 The opening of the financial proposal shall be done by the procurement team/ financial opening committee and the total prices recorded.

24. Method of Selection

Method of selection applicable under this RFP is **Quality and Cost-Based Selection (QCBS):**

24.1 The Financial Proposal shall be submitted separately for each Thematic Area (Lot) as detailed below:

Lot 1 – IT-ITeS
Lot 2 – BFSI
Lot 3 – PSUs
Lot 4 – Mining, Minerals & Metals (Private Sector)

24.2 Bidders may apply for one or more Lots; however, separate financial proposals shall be submitted for each Lot applied for.

24.3 For each thematic area, NSDC may develop an internal benchmark cost estimate comprising fixed professional fees and performance-linked/success-fee components. This benchmark shall be used solely for internal evaluation, assessment of price reasonableness, budgeting and value-for-money considerations and shall not be disclosed to bidders. Where financial proposals appear unusually high, unusually low, or inconsistent with the assignment requirements, NSDC reserves the right to seek clarifications from the bidder in accordance with applicable procurement rules and guidelines.

24.4 The Technical Proposal shall be evaluated based on the criteria specified in the RFP, and only those bidders meeting the minimum qualifying marks shall be considered for financial evaluation.

24.5 In deciding the selection of the Bidder, the technical quality of the proposal will be given a 70% weightage. The method of evaluation of technical qualification will follow the procedure as given in RFP. The price bids of only those consultants who qualified technically will be opened. The financial proposal shall be allocated a 30% weight.

25. Financial Bid Structure

25.1 The Financial Proposal shall comprise the following two components:

S. No.	Financial Component	Maximum Marks
1	Fixed Monthly Professional Fee / Retainer Cost	10 Marks
2	Success Fee quoted as a percentage (%) of Funds Mobilized / Project Cost	20 Marks
Total Financial Score		**30 Marks**

25.2 The final composite score shall be calculated as follows:

- Financial Score 1= Lowest quote Monthly Cost /Bidder Quote Monthly Cost
- Financial Score 2= Lowest Success Fee %/Bidder Quote Success Fees %
- Final Score = (Technical Score x 70%) + ((Financial Score1 x 10) +Financial Score2 x 20))

25.3 The bidder obtaining the highest composite score for the respective Lot shall be ranked H-1 and shall be considered for award, subject to approval of the competent authority and fulfilment of all RFP requirements.

25.4 NSDC reserves the right to award separate Lots to different bidders and/or limit the number of Lots awarded to a single bidder to ensure diversification, sectoral specialization, and avoidance of concentration risk.

25.5 In case two or more consultants achieve the same score, preference will be given to bidder with the highest technical score. If further scores are same then, the Client reserves the right to negotiate/ select one or more consultants based on technical and financial proposals.

26. Negotiations

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

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

26.3 Negotiations will be carried out for the following

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

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

27. Conclusion of negotiation:

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

28. Notice to proceed

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

29. Signing of the Contract

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

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

30. Issuance of Purchase Orders/Work Order

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

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

31. Performance Security

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

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

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

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

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

32. Modification in the Value / Scope of the contract

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

32.1.1 If the need shall arise, the requirement shall be increased or decrease to a maximum of 25% of the subsequent value of the Contract as per the terms & conditions.

32.1.2 NSDC reserves the right to increase or decrease the number of nature of work, subject to the successfully qualified bidder prior consent and Agreement provisions.

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

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

33. Payment Terms

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

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

34. Time Allowed for Technical Clarifications During Technical Evaluation:

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

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

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

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

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

35. Binding Nature of RFP Terms and Conditions

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

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

35.3 Prohibited Modifications: Any attempt by a Bidder to:

a) impose conditions on its proposal;
b) introduce deviations or exceptions to the terms of the RFP or the Draft Agreement; or
c) modify, delete, or alter any provision thereof, whether such attempts are evident at the time of submission, during the evaluation process, or subsequent thereto (including post-award stages), shall result in the immediate disqualification of the proposal. In such event, the Procuring Entity shall bear no responsibility or liability whatsoever for any loss or damage arising from such rejection.

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

SECTION II: ELIGIBILITY CRITERIA

Sr. No.	Eligibility criteria	Documents / Proof Required
EC-1	**Legal Entity** The Agency should have been established in India on or before 2018. The Agency should have valid PAN/GST registration.	▪Certificate of Incorporation ▪Registration for GST ▪ PAN
EC-2	**Average Annual Turnover** The Bidder (Agency) must have a minimum average annual turnover of at least INR (50) Crores in the last three Financial Years i.e., FY 2022–23, FY 2023-24, and FY 2024-25.	CA-certified Turnover Statement with UDIN; Audited Financial Statements
EC-3	**Work experience** The bidder must have done CSR fundraising, resource mobilization, donor acquisition, philanthropy advisory, grant management, CSR strategy, ESG advisory, corporate partnerships and development sector fundraising for domestic and/or international organizations which supported at least 2000 candidates on a consolidated basis during the last 3 Financial Years i.e. 2025-26, 2024-25 and 2023-24	• Contract/ Agreement/ Work Orders from client(s) that clearly states the details of the scope of work, date of commencement, on the client's letterhead signed by the issuing authority. • The document should clearly define the scope of work, value of the order, and duration of the order. • Client Satisfaction certificate
EC-4	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favor of Bidder representative who would be signing all the pages of the bid.	Board Resolution / authorization letter from the Board of directors / or Power of Attorney **Not required in case of proper Proprietorship*
EC-5	**Non-Debarment & Integrity Undertaking** The Applicant shall not be debarred, blacklisted, or suspended by any Central Government, State Government, Public Sector Undertaking, Autonomous Institution, or Statutory Body as on the date of RFP submission. The Applicant shall not have any pending winding-up, insolvency, or liquidation proceedings nor any criminal proceedings against its directors that may impair its capacity to fulfil this engagement.	Declaration on company letterhead, signed by the Authorized Signatory — refer form-8 (Non-Blacklisting Declaration) and form-7(Conflict of Interest Declaration)

Note: -

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

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

SECTION III: TECHNICAL EVALUATION CRITERIA

Criterion	Category	Sub-Criteria, Scoring Bands & Required Documents	Max. Marks
1	**Work Experience**	Relevant Experience in Fundraising / Resource Mobilization Assignments Relevant and similar assignments of value at least Rs. 50 Lakhs & above (Single Order) each completed assignment related to CSR fundraising, resource mobilization, donor acquisition, philanthropy advisory, grant management, CSR strategy, ESG advisory, corporate partnerships and development sector fundraising for domestic and/or international organizations in the last 5 years from the date of publishing of this RFP. • 1 project similar in nature not less than Rs. 50 Lakhs (single order) = 3 Marks • 3 projects similar in nature not less than Rs. 50 Lakhs per project = 7 Marks • 4 and above projects similar in nature not less than Rs. 50 Lakhs per project = 10 Marks Document Required Work Orders / Contracts / Agreements / Completion Certificates / Client Certificates and other relevant documents to be submitted:	10
3	Resource Mobilization Track Record	The bidder should demonstrate successful mobilization/management of CSR grants, philanthropic funding, institutional funding, ESG funding or development sector funding (cumulatively) during the last 5 years. For the purpose of assessing resource mobilization, this shall include both: (a) **Support mobilized in monetary terms** (cash grants/contributions); and (b) **Support mobilized in kind**, including infrastructure, assets, equipment, goods, services, or capacity-building, where such in-kind support may be recognized either: • at its equivalent monetary value (assessed on a fair-market-value or documented cost-of-provision basis); or • by the number of beneficiary units, facilities, centers, or institutions created/supported through such mobilization.	20

		• Funds mobilized/managed between Rs. 10 Crore and Rs. 25 Crore = **5 Marks** • Above Rs. 25 Crore and up to Rs. 40 Crore = **10 Marks** • Above Rs. 40 Crore and up to Rs. 50 Crore = **15 Marks** • Above Rs. 50 Crore = **20 Marks** Document required • Grant Sanction Letters / CSR Approval Letters / Grant Agreements / MoUs / Client Certificates / CA Certified Statement (for monetary mobilization) • In-kind Contribution Agreements / Asset Handover or Utilization Certificates / Client Certificates specifying the scale of support mobilized (for in-kind mobilization)	
4	Experience in Relevant Thematic Sector (IT-ITeS / BFSI / PSU / Mining, Minerals & Metals)	Relevant assignments undertaken in the applied thematic area during the last 5 years, which shall also include: **(A) AI and technology ecosystem development** - experience mobilizing/facilitating partnerships with technology companies, academic institutions, industry bodies, philanthropic or government institutions, or other ecosystem stakeholders for: (a) AI/technology skilling and capacity building (students, faculty, professionals, workforce); and (b) technology enablement (AI labs, digital infrastructure, innovation programmes, applied use cases, institutional capacity building). **(B) Investment facilitation and ecosystem development** - experience facilitating large-scale technology/digital infrastructure investments and related partnerships with technology companies, infrastructure providers, industry, government or academic institutions, including: (a) investment facilitation and stakeholder coordination for technology/AI/data centre/digital infrastructure projects; (b) ecosystem development including industry and SME partnerships, and innovation programmes; and (c) skilling and workforce development, including digital/AI literacy and employability programmes. • 2 projects in relevant sector = 3 Marks • 3-5 projects in relevant sector = 5 Marks • More than 5 projects in relevant sector = 10 Marks Document Required: Work Orders / Agreements / Completion Certificates / Client References	10

5	Corporate Network and Donor Relationships	Demonstrated relationships with CSR Heads, Foundations, Corporate Donors, Industry Bodies and Philanthropic Organizations in the last 5 years. • 15-20 organizations engaged = 4 Marks • 21-30 organizations engaged = 7 Marks • More than 30 organizations engaged = 10 Marks **Document Required:** Engagement Portfolio / Reference Letters / Partnership Records	10
6	Adequacy of Proposed Work Plan in Response to ToR	• Understanding of NSDC's CSR and skilling proposition **(2 Marks)** • Fundraising and donor acquisition strategy **(2 Marks)** • Sector-specific engagement approach **(2 Marks)** • Monitoring and pipeline management framework **(2 Marks)** • Innovation and value addition including blended finance approach **(2 Marks)** **Document Required:** Technical Proposal and Methodology Document	10
	Team Composition and Key Experts	• Team Leader / Resource Mobilization Lead **(10 Marks)** • CSR Partnership / Donor Engagement Expert **(5 Marks)**	15
	Sub-Total		**75 Marks**
Presentation Evaluation (25 Marks)			
Pre-1	1. Presentation to Evaluation Committee (those bidders who score 70% marks in previous sub-total are called for presentation round) • Understanding of assignment (5 Marks) • Donor acquisition plan (5 Marks) • Sector-specific strategy (5 Marks) • Innovation and value addition (5 Marks) • Response to committee queries (5 Mark)		25

	Technical Presentation (maximum 15 slides)	
TOTAL TECHNICAL MARKS		**100**

Note:

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

SECTION IV: FORMS

(Documents Comprising Technical & Financial Proposal)

Form 1: Technical Proposal Submission Form

RFP No.:
RFP Title:

{Location, Date}

To: The Programme Head,

NSDC Academy, National Skill Development Corporation,

New Delhi

Subject: Selection of Partner for Fund Raising for Skill Development Projects.

Dear Sir:

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

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the client.

(b) Our Proposal shall be valid and remain binding upon us for the period of **180 days** after the last date of submission.

(c) If extension of proposal validity required, Our Proposals' validity will automatically extend for 180 days more without any change in the original Proposal submitted by us and is binding upon us.

(d) We have no conflict of interest in accordance with ITB 3.

(e) We meet the eligibility requirements as stated in ITB 5, and we confirm our understanding of our obligation to abide by the NSDC's policy regarding corrupt and fraudulent practices as per **Section V – Code of Integrity**.

(f) We, along with any of our sub-Bidders, subcontractors, suppliers, or service providers for any part of the selection, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.

(g) In competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988

(h) We undertake to negotiate a contract if required by client in accordance with ITB clause 26.

(i) Our Proposal is binding upon us and subject to any modifications.

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

We remain,

Yours sincerely,

____

Authorized Signature {In full and initials}: ______

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

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

Form 2: Bidder Information Form

RFP No.:
RFP Title:

I. General Information

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

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

SN	Particulars	Details (Enclose supporting documents, wherever required as per Enter Page No of PDF Bid document)
1.	Bidder's Date of Incorporation/ Registration & GST & PAN card	
2.	Legal Form of Entity (Company LLP/Proprietorship/ Partnership firm)	
3.	Annual Turnover: 2024-25 (INR) 2023-24 (INR) 2022-23 (INR)	
4.	**Work experience** The bidder must have done CSR fundraising, resource mobilization, donor acquisition, philanthropy advisory, grant management, CSR strategy, ESG advisory, corporate partnerships and development sector fundraising for domestic and/or international organizations	

	which supported at least 2000 candidates on a consolidated basis during the last 3 Financial Years i.e. 2025-26, 2024-25 and 2023-24	
8	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favor of Bidder representative who would be signing all the pages of the bid.	
9	Non-Debarment & Integrity Undertaking	
10	Any under document (As required in the RFP)	

Form 3: Bidder Past Experience Form

RFP No.:
RFP Title:

1. **Relevant Experience —**

- Relevant Experience in Fundraising / Resource Mobilization Assignments
- Resource Mobilization Track Recor
- Experience in Relevant Thematic Sector (IT-ITeS / BFSI / PSU / Mining, Minerals & Metals)
- Corporate Network and Donor Relationships

Field	Assignment No. 1	Assignment No. 2
Name of Client		
Location (City & State)		
Name of Project / Engagement		
Year of Commencement		
Duration of Engagement		
Total Project / Contract Value (INR)		
Domain		
Status (Completed / Ongoing)		
Client Contact Name & Email		

Note: Attach separate sheets for Assignment Nos. 3 and above, following the same format. Bidders shall submit separate assignment details formats for each category applied for.

From 4: Check List for Bidders

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

RFP No.:
RFP Title:

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

Form 5: CURRICULUM VITAE (CV)

Position Title and No.	• {e.g., K-1, Team Leader / Resource Mobilization Lead } • CSR Partnership / Donor Engagement Expert
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.}

Deliverables Mapped____

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

Certifications Held

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

____

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

____

Adequacy for the Assignment:

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

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

Certification:

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

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

Team Deployment Details

Please provide:

1. Team structure fully deployed on the project
2. If any additional resource would be deployed on sharing basis – from the bidder's end.
3. Role and responsibilities of each team member.
4. Availability and deployment plan during the assignment period.
5. Experience of proposed experts relevant to fundraising, donor engagement, CSR partnerships, skilling ecosystem, proposal development and research.

Form 6: Format for turnover and Financial Capability of Bidder

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

Particulars/ Accounting Year (Immediate latest/last three years)	2022-23	2023-24	2024-25	Remark, if any
Turnover of the Firm				

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

Signed by CA with UDIN /Statutory Auditors

(with seal & registration no.)

(Signature of Bidder) with SEAL

Form 7: Conflict of Interest Declaration Form

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

To:
[Procuring Entity Name]
[Address]

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

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

Details of Any Conflicts of Interest

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

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

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

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

Name:
Title:
Signature:
Date:

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

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

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

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

Dear Sir/Madam,

We, the undersigned, do hereby declare that:

1. We have not been debarred, blacklisted, or suspended by any Central Government, State Government, Government Department, Government Agency, Government-affiliated Agency, Public Sector Undertaking (PSU), or any Multilateral Agency at the time of submission of this bid.

2. There is no consistent history of court or arbitration decisions against us that adversely affect our ability to perform this contract.

3. We further declare that there are no ongoing high-value disputes or litigation/arbitration proceedings that may impact the execution of this project, should the contract be awarded to us.

4. The Company has no pending winding-up, insolvency, dissolution, or liquidation proceedings before any court, tribunal, or competent authority.
5. There are no criminal proceedings pending against the Company or any of its directors, promoters, or key managerial personnel that may impair the Company's capacity or integrity in fulfilling the ASC engagement.
6. The Company has not been terminated for cause from any contract with any government body, public authority, educational institution, or statutory entity in the preceding five (5) years.

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

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

Form-9 Proposal Template

A. Understanding of NSDC's CSR and Skilling Proposition

Please provide your understanding of NSDC's mandate, CSR ecosystem positioning, and opportunities for resource mobilization.

The response should cover:

- Understanding of NSDC's role in skilling, upskilling, reskilling and livelihood promotion.
- Understanding of CSR funding landscape in India.
- Key challenges and opportunities in mobilizing CSR and philanthropic funding for skilling initiatives.
- Alignment of the proposed approach with NSDC's objectives.
- Proposed value proposition for positioning NSDC among donors, corporates, foundations and development partners.

B. Fundraising and Donor Acquisition Strategy

Please describe the proposed strategy for fundraising and donor acquisition.

The response should include:

- Approach for donor landscape mapping and prospect identification.
- Target donor categories.
- Donor segmentation and prioritization methodology.
- Lead generation and outreach strategy.
- Donor engagement and conversion approach.
- Proposal development and fundraising support process.
- Donor relationship management and retention strategy.
- Annual fundraising pipeline creation approach.

Proposed Donor Segmentation Framework

S. No.	Donor Category	Target Institutions/Profiles	Engagement Strategy	Expected Opportunity Size
1	Corporates (CSR)			
2	Corporate Foundations			
3	Family Foundations / Family Offices			

4	Bilateral / Multilateral Agencies			
5	Impact Investors			

C. Sector-Specific Engagement Approach

Please provide sector-wise donor engagement and resource mobilization strategy.

S. No.	Sector	Key Donor Targets	Proposed Engagement Approach	Expected Partnership Opportunities
1	IT-ITeS			
2	BFSI			
3	PSU			
4	Mining, Minerals & Metals (Private Sector)			

The response should also highlight:

- Sector-specific CSR priorities.
- Relevant skilling interventions.
- Potential flagship partnership models.
- Corporate engagement opportunities.

D. Monitoring and Pipeline Management Framework

Provide details of the proposed fundraising monitoring and pipeline management framework.

The response should cover:

- Donor pipeline development methodology.
- CRM/database management approach.
- Lead-to-conversion tracking mechanism.
- Reporting and governance framework.
- Review and escalation processes.
- Key performance indicators (KPIs) proposed.

E. Innovation and Value Addition Including Blended Finance Approach

Please describe innovative approaches and value-added services proposed beyond the scope of the ToR.

The response should specifically include:

- Innovative donor engagement approaches.
- Use of technology, CRM platforms, AI tools, donor intelligence systems, etc.
- Sector partnerships and ecosystem collaborations.
- Models for unlocking additional funding sources.
- Sustainability and scale-up mechanisms.

Proposed Innovation Framework

S. No.	Innovation Area	Proposed Approach	Expected Benefit to NSDC
1	Donor Intelligence & Analytics		
2	Strategic Partnerships		
3	Blended Finance Models		
4	Outcome-Based Funding		
5	Other Value Additions		

Blended Finance Approach

Proposed Model	Description	Stakeholders Involved	Expected Impact
CSR + Philanthropy			
CSR + Impact Investment			
Outcome Funding Model			
Social Impact Bond			
Other Innovative Structures			

Fin Form 1: Financial Proposal Submission Form

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

Sr. No.	Particulars	Lot 1 IT-ITeS	Lot 2 BFSI	Lot 3 PSUs	Lot 4 Mining, Minerals & Metals (Private Sector)
1.	Fixed Monthly Professional Fee / Retainer Cost (INR per Month)				
2.	Success Fee quoted as a percentage (%) of Funds Mobilized or Project Cost				

SECTION V: FRAUD AND CORRUPT PRACTICES

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

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

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

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

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

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

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

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

SECTION VI: TERMS OF REFERENCE

1. Overview and Background

1.1 CSR in India

India is among the first countries globally to mandate Corporate Social Responsibility (CSR) spending through Section 135 of the Companies Act, 2013. Eligible companies are required to spend at least 2% of their average net profits on CSR activities. Over the last decade, CSR has evolved from a compliance-driven obligation to a strategic tool for creating sustainable social impact. Skill development has emerged as one of the most preferred CSR investment areas due to its direct contribution to employability, livelihoods, economic inclusion, and nation-building.

1.2 Why Skill Development is an Ideal CSR Investment

Skill development offers measurable, scalable, and long-term outcomes compared to many traditional CSR interventions. Investments in skilling create a multiplier effect through employment generation, increased household incomes, entrepreneurship development, workforce productivity enhancement, and socio-economic inclusion. Unlike one-time interventions, skills continue to generate value throughout an individual's working life.

1.3 NSDC's Vision for CSR

NSDC envisions CSR not merely as a compliance mechanism but as a strategic partnership platform through which Corporate India can contribute towards India's human capital development agenda. NSDC seeks to create outcome-driven skilling interventions that are industry-aligned, measurable, verifiable and capable of generating sustainable livelihoods at scale. The vision is to channel CSR investments into high-impact programs that improve employability, foster entrepreneurship, drive inclusion, promote future skills and create pathways to dignified livelihoods.

1.4 The NSDC-SSC Advantage

NSDC and its 36 Sector Skill Councils (SSCs) together constitute India's largest industry-led skilling ecosystem. Key Strengths

- 5+ Crore candidates trained.
- 36 Sector Skill Councils.
- 2,500+ National Qualification Packs.
- 300,000+ certified trainers.
- 650+ training partners.
- Presence across 750 districts.
- Skills India Digital Hub (SIDH) for monitoring and evaluation.
- Strong employer and industry linkages.
- Outcome-focused implementation and placement tracking.

Why Corporates Partner with NSDC

- Large-scale implementation capability.
- Industry-aligned curriculum and standards.
- Transparent monitoring and reporting.
- Outcome measurement and verification.

- Extensive placement ecosystem.
- Pan-India reach.
Strong government and industry network.

1.5 Five Focus Areas for CSR Engagement

Focus Area 1: Outcome-Focused Skilling in Difficult Geographies & Emerging Sectors

CSR funding can support skilling programs in:

- Aspirational districts
- Tribal regions
- North-East India
- Extractive industry belts
- Emerging technologies
- AI, EV and Green Jobs
Relevant opportunities include:

- Mobile skilling units
- Solar-powered community hubs
- Tribal livelihoods
- Green economy skills
- Future technology training programs.

Focus Area 2: Outcome-Based Blended Grant Financing (OBGF)

NSDC has pioneered innovative financing mechanisms including:

- Skill Impact Bond
- Skills Outcome Fund (SOF)
- Outcome-based financing models
- Blended funding structures
These models enable corporates to fund verified outcomes rather than activities, ensuring greater accountability and measurable impact.

Focus Area 3: Skills Competitions & Centers of Excellence

CSR investments may support:

- WorldSkills participation
- India Skills competitions
- Sectoral Centers of Excellence
- WorldSkills Training Institutes
- International skilling collaborations
The objective is to create world-class skilling infrastructure and strengthen India's global competitiveness.

Focus Area 4: PM-SETU and ITI Transformation

NSDC is supporting the modernization of India's ITI ecosystem through PM-SETU.

CSR partnerships can support:

- ITI modernization
- Industry-led SPVs
- Industry-owned training ecosystems
- Centers of Excellence
- Future-ready technical education infrastructure.

Focus Area 5: Sports-Sector-Linked Skilling

Grassroots sports-linked skilling and livelihood tracks, built on corporates' existing sports CSR investments.

CSR partnerships can support:

- Grassroots talent academies — pairing sports training with certified coaching and sports-science skilling.
- Dual-career pathways — reskilling athletes into coaching, administration or entrepreneurship.
- Corporate-anchored leagues & CoEs — pooling multiple corporates' sports CSR into shared regional leagues.
- Gainful employment around the sport — Jobs and entrepreneurship opportunities for coaching, physiotherapy, turf management, umpiring, event management and sports-goods manufacturing.

2. NSDC-SSC Methodology

Every CSR-supported project implemented through NSDC follows a structured and outcome-oriented delivery framework. Transparency, accountability, monitoring, verification and impact evaluation are embedded throughout the project lifecycle.

2.1 Project Lifecycle

1. Initiate Project and gather support of District Administration & Elected Representatives
2. Conduct Skill Gap Study
3. Design for Outcomes
4. Plan Project
5. Secure Funding Approvals
6. Register Project on Skills India Digital Hub (SIDH)
7. Launch RFP for Training Delivery Partner
8. Select and Onboard Partner
9. Design and Implement Marketing & Communications Plan
10. Monitor Project Progress for Outcomes
11. Correct Course / Iterate Design, if required based on feedback
12. Achieve Outcomes
13. Evaluate Project Impact
14. Publish Impact Study Report
15. Capture Project Learnings
16. Close Project

2.2 Role of the Fundraising and Resource Mobilization Partner

The selected fundraising partner shall align all donor acquisition and partnership development efforts with the above NSDC-SSC methodology and shall support NSDC from the stage of securing funding approvals through project conceptualization, donor engagement, proposal development, funding commitment, project initiation and subsequent partnership stewardship.

Expected Alignment with Fundraising Process

The Resource Mobilization Partner shall support NSDC in:

- Identifying prospective CSR donors and philanthropic funders aligned to NSDC's focus areas.
- Developing thematic funding propositions.
- Facilitating donor engagement and partnership discussions.
- Supporting project conceptualization based on sectoral skill gap assessments and outcome-focused design.
- Developing concept notes, presentations and detailed proposals.
- Supporting funding approvals and grant structuring.
- Enabling long-term strategic partnerships that align with NSDC's skilling and livelihood objectives.

2.3 Scope of Work for Fundraising Partner

The selected fundraising partner shall support NSDC in the following thematic areas:

1. IT-ITeS
2. BFSI
3. PSUs
4. Mining, Minerals & Metals (Private)

2.4 Key responsibilities include:

a) Deployment of minimum 2 dedicated resources for this project.
- Market Intelligence & Mapping
- Sector-wise donor mapping.
- CSR budget analysis.
- Stakeholder identification.
- Identification of high-potential prospects.

b) Fundraising Strategy
- Development of sector-specific fundraising roadmap.
- Donor segmentation framework.
- Engagement strategy.

c) Opportunity Development
- Identification of CSR opportunities.
- Pipeline creation.
- Partnership structuring.

d) Proposal Development

Concept notes.
- Pitch decks.
- Detailed project proposals.
- Funding applications.

e) Donor Engagement
- Meeting facilitation.
- Relationship management.
- Due diligence support.
- Closure support.

f) Reporting
- Monthly pipeline reports.
- Quarterly review reports.
- Funding mobilization dashboard.

2.5 Initial 3-Month Plan

Month 1: Discovery & Strategy

Deliverables

- Review NSDC CSR portfolio.
- Understand thematic priorities.
- Develop fundraising strategy.
- Prepare donor universe.
  Outputs

- Sector-wise donor map.
- Corporate long list.
- Engagement calendar.
- Opportunity tracker.

Month 2: Donor Outreach & Pipeline Development

Deliverables

- Initiate outreach.
- Conduct introductory meetings.
- Develop thematic pitches.
- Prepare customized concept notes.
  Outputs

- Minimum donor engagement pipeline.
- Donor qualification matrix.
- Priority opportunity tracker.
- Initial proposal submissions.

Month 3: Proposal Conversion & Partnership Development

Deliverables

- Facilitate donor meetings.
- Submit proposals.
- Support due diligence.
- Develop funding closure strategy.
  Outputs

- Proposal pipeline.
- Qualified opportunities.
- Funding commitments under discussion.
- Quarter-end performance report.

2.6 Three-Month Performance Review

At the end of three months, NSDC shall undertake a comprehensive performance review based on:

Parameter	Indicative Weightage
Quality of Donor Mapping	10%
Pipeline Generated	10%
Number of Qualified Meetings	20%
Proposal Development Quality	15%
Funding Opportunities Created	35%
Responsiveness & Reporting	10%

2.7 Way Forward After Review

Based on the review outcome, NSDC may:

Category A: High Performance

- Continue engagement.
- Expand sector coverage.
- Consider awarding additional thematic opportunities.

Category B: Satisfactory Performance

- Continue engagement with improvement plan.
- Define revised quarterly targets.

Category C: Unsatisfactory Performance

- Issue corrective action plan.
- Conduct additional review after 30-60 days.
- Consider partial or full termination as per contract provisions.

2.7 Expected Outcomes During First Financial Year

- Creation of a qualified CSR donor pipeline.
- Engagement with targeted corporations across four thematic sectors.
- Submission of high-quality funding proposals.
- Mobilization of CSR and philanthropic funding.
- Long-term strategic partnerships aligned with NSDC's skilling and livelihoods agenda.
- Strengthening of NSDC's position as the preferred implementation partner for CSR-led skilling investments.

3. SLA, KPI, Performance Management, Penalty & Payment Framework

3.1 Service Level Agreement (SLA)

The Service Levels defined herein shall be applicable throughout the contract period and shall be monitored on a monthly and quarterly basis. The Service Provider shall ensure timely execution of all activities related to donor acquisition, fundraising, proposal development, donor engagement, resource mobilization and reporting.

SLA Parameters

Sr. No	Activity	Service Level
1	Response to NSDC email/query	Within 1 Business Day
2	Submission of Meeting MOM	Within 48 Hours
3		
4	Preparation of Concept Note	Within 5 Business Days
5	Submission of Detailed Proposal after receipt of inputs	Within 7 Business Days
6	Monthly Performance Report	By 5th of every month
7	Quarterly Progress Report	Within 10 days from quarter end
8	Updating Opportunity Pipeline Dashboard	Weekly
9	Escalation Response	Within 24 Hours
10	Deployment of Agreed Resources	100% throughout contract term

3.2 Key Performance Indicators (KPIs)

Monthly KPIs

The Service Provider shall achieve minimum monthly performance benchmarks.

Donor Identification

- Minimum 15 new donor prospects identified per month.
- Minimum 10 qualified donor prospects added to pipeline per month.

Donor Engagement

- Minimum 05 qualified donor meetings conducted every month.
- Minimum 03 presentations/pitches delivered every month.

Proposal Development

- Minimum 03 Concept Notes submitted every month.
- Minimum 02 Detailed Funding Proposals submitted every month.

Reporting

- 100% compliance with monthly reporting requirements.

3.3 Quarterly KPIs

The Service Provider shall achieve:

- Minimum 15 qualified donor opportunities generated.
- Minimum 10 donor meetings at CSR Head / Foundation Head / CXO level.
- Minimum 06 funding proposals submitted.

- Minimum 03 proposals under advanced donor evaluation stage.
- Development of sector-wise donor intelligence report.

4. Resource Deployment

- The Service Provider shall deploy minimum two dedicated resources throughout the contract period.
- Any replacement of key personnel shall require prior written approval of NSDC.
- Equal or higher qualification.
- Equal or higher experience.
- Relevant fundraising and donor engagement experience.
- No replacement shall be permitted without written approval from NSDC.

5. Penalty Framework

Delay in Reports

Delay Period	Penalty
Up to 7 Days	1% of Monthly Fee
8-15 Days	3% of Monthly Fee
More than 15 Days	5% of Monthly Fee

6. Resource non-availability

In case deployed key resources remain unavailable:

- Beyond 5 working days: ₹5,000 per day per resource.
- Beyond 15 working days: ₹10,000 per day per resource.

7. Repeated Non-Performance

If performance remains below 60% for two consecutive quarters:

NSDC may:

- Issue warning notice.
- Impose additional penalty.
- Reduce scope.
- Terminate contract.

8. Ownership of Donor Database

All donor-related information generated during the project shall be the sole property of NSDC.

This includes:

- Donor database.
- Contact details.
- Meeting records.
- Concept notes.
- Presentations.
- Funding proposals.
- CRM records.
- Pipeline reports.

The Service Provider shall have no ownership rights over such information after completion/termination of contract.

9 Exit Management & Handover Clause

Upon expiry or termination of contract, the Service Provider shall provide transition support for up to 60 days without additional cost.

Mandatory handover shall include:

- Complete donor database.
- Contact lists.
- Proposal repository.
- Funding pipeline tracker.
- Meeting records.
- Opportunity tracker.
- All ongoing donor discussions.

Failure to complete handover shall result in withholding of final payment.

10.1 Payment Terms

Payment Structure

The payment to the selected Service Provider shall comprise the following components:

- Fixed Monthly Professional Fee / Retainer Fee
- Success Fee on Funds Mobilized
- The Service Provider shall be responsible for all costs associated with the delivery of services under the Contract including manpower, travel, communication, administrative expenses, and other incidental costs.

a. The Fixed Monthly Professional Fee shall be paid monthly upon satisfactory performance of services and acceptance of deliverables by NSDC.
b. Monthly invoices shall be raised only after submission and acceptance of the following:

    - Monthly Progress Report.
    - Donor Pipeline Report.
    - Donor Engagement Tracker.
    - Meetings Conducted Report.

- Proposal Development Status Report.
- Any other reports required by NSDC.

c. NSDC shall process payment within 30 days from receipt of undisputed invoice along with supporting documents.
d. Applicable statutory deductions, taxes, and levies shall be deducted as per prevailing laws.

10.2 Success Fee

a. Success Fee shall be payable only in respect of funding opportunities originated, facilitated, developed, negotiated, or materially supported by the Service Provider during the Contract Period.
b. Success Fee shall become payable only after:
   - Execution of relevant funding agreement/MoU, wherever applicable.
   - Actual receipt of funds in NSDC's designated bank account.
   - Certification by NSDC that the funding mobilization is attributable to the efforts of the Service Provider.
c. The following shall not qualify for Success Fee:
   - Verbal commitment.
   - Preliminary approval.
   - Expression of Interest.
   - Unexecuted MoU.
   - Proposal submission alone.

10.3 Instalment-Based Funding

Where donor funding is received in multiple tranches, Success Fee shall be payable proportionately on the amount actually received by NSDC in each tranche.

SECTION VII: DRAFT AGREEMENT

DRAFT AGREEMENT

BETWEEN

NATIONAL SKILL DEVELOPMENT CORPORATION

AND

[<Write name of selected Service Provider>]

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

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

and

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

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

WHEREAS

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

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

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

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

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

1. **Definition and Interpretation**

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

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

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

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

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

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

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

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

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

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

1.2. Interpretation

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

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

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

d) References to the singular will include the plural

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

2. **Appointment of Service Provider**

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

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

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

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

2.5. Sub-Contracting

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

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

3. **Consideration and Payment Terms**

3.1. The Parties acknowledge and agree that the detailed financials and the corresponding terms and conditions are fully described in **Schedule II** of this Agreement.

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

4. **SERVICE PROVIDER'S RESPONSIBILITIES**

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

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

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

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

4.5. The Service Provider shall:

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

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

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

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

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

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

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

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

5. **Term**

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

6. **Termination**

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

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

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

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

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

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

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

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

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

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

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

7. **Consequences of Expiry / Termination**

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

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

7.3. Upon termination or expiry of this Agreement, NSDC shall pay Service Provider for all Services rendered validly and in accordance with the terms of this Agreement, provided that such Services are not in dispute. This shall include a pro rata portion for Deliverables in progress prior to the date of termination in accordance with Schedule II.

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

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

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

The Service Provider represents and warrants that:

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

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

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

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

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

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

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

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

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

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

9. **Performance Guarantee:**

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

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

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

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

10. **Personnel**

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

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

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

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

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

10.6. Substitution of Key Experts

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

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

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

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

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

vi. Sub-Contracting

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

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

11. **Compliance with Laws**

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

12. **Intellectual Property Rights**

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

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

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

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

12.5. Service Provider, subject to Clause 12.6 below and to any restrictions applicable to any third-party materials embodied in the Deliverables, hereby grants to NSDC a perpetual and exclusive rights to use, copy and prepare derivative works of the Deliverables, for purposes of publication and / or NSDC's internal business (which includes any business associated with any Ministry of India) only. All other intellectual property rights in the Deliverables shall remain with and/or are assigned to NSDC.

12.6. NSDC shall have or obtain no rights in any Service Provider Knowledge Base other than (a) to use the same on a non exclusive and non transferable basis and otherwise as authorized by Service

Provider, (b) to the extent the Service Provider Knowledge Base is incorporated into a Deliverable, to use it on a non exclusive and non transferable basis as part of the Deliverable for purposes of NSDC's internal business objective (which includes any business associated with any Ministry of India), or (c) pursuant to Service Provider 's standard licence for such Service Provider Knowledge Base or, in the case of Service Provider Knowledge Base owned by third parties, pursuant to terms acceptable to the applicable third party and as intimated to NSDC by Service Provider. If any Service Provider Knowledge Base is made available to NSDC under (a) above, it will be made available in an "AS IS" condition and without express or implied warranties of any kind; and any Service Provider Knowledge Base made available under (c) above shall be subject only to applicable terms of the applicable licence.

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

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

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

13. **Indemnification**

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

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

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

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

14.2. The Service Provider agrees and undertakes not to disclose or disseminate (or cause to be disclosed or disseminated), whether directly or indirectly, Confidential Information to any third party, without the express prior written authorization by NSDC. Without prejudice to the generality of the foregoing, it is understood that Confidential Information may be disclosed by the Service Provider only for the purpose of complying with its contractual obligations under this Agreement. In any event, the Service Provider shall ensure that any person to whom Confidential Information is communicated by the Service Provider, must abide by the terms of this Clause 14 as if they were themselves a party to it.

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

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

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

14.6. All Confidential Information (including, but not limited to, documents, drawings, sketches and electronic or magnetic recordings and e-mail communications) on which Confidential

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

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

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

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

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

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

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

14.10. The Service Provider recognizes that the protection of Confidential Information is essential to NSDC and that any unauthorized disclosure of Confidential Information is likely to cause NSDC significant harm and prejudice. Accordingly, without prejudice to any other recourse available to NSDC (including injunctive or interlocutory relief), the Service Provider acknowledges, agrees and undertakes that in the event of a breach of any terms of this Clause 14 caused by it or any third party to whom such Confidential Information has been disclosed, the Service Provider shall hold NSDC harmless and fully indemnified which NSDC may have suffered as a result of such disclosure.

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

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

15. Force Majeure

15.1. Neither party will be liable for any loss or damage resulting from delay or failure to perform any of its contractual obligations within the time specified as a result of causes beyond its control

("Force Majeure"). Force Majeure may include, by way of example but not limitation, those circumstances beyond the control of the affected party such as acts of God, the public enemy, acts of government, or any department or agency thereof, as well as fire, flood, earthquakes, pandemic, epidemics, quarantines, riots, wars, civil insurrections, freight embargoes, labour disputes, localized conflicts, accidents, and unusually severe weather.

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

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

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

16. Governing Law, Dispute Resolution and Jurisdiction

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

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

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

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

17. COMPLIANCE WITH ANTI-CORRUPTION LAWS

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

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

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

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

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

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

17.3 It is explicitly agreed, acknowledged and undertaken by the Service Provider that it is an independent Service Provider fully and solely responsible for its own actions and is not, and shall not hold itself out as, an employee, agent, partner or joint venture party of or with, or attorney of NSDC. The Service Provider undertakes that it shall not make or sign or purport to make or sign any contracts or other instruments in the name of NSDC, make any commitment for the account of, assume or create express or implied obligations of any kind on behalf of, or in any respect bind NSDC. In no event shall NSDC be held liable or accountable for any obligations incurred by the Service Provider due to a breach of this clause 17.3 by the Service Provider.

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

17.5 The Service Provider shall indemnify and hold harmless NSDC for the amount of any actual loss which may be suffered by NSDC and any penalty imposed on NSDC by the competent authorities as a result of Service Provider's breach of the anti-corruption laws under Clause 17 hereof.

17.6 The Service Provider explicitly and irrevocably agrees that NSDC shall have the absolute right to immediately terminate this Agreement without incurring any liability, on Service Provider's breach of any provision of this Clause 17.

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

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

18.1 Process for authorization and removal of authorization for use of NSDC's information and related assets:

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

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

i) Disabling the personnel's login credentials.

ii) Deleting the personnel's access permissions.

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

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

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

18.2 Training and awareness requirement related to information security

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

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

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

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

18.4 Background Verification Checks regarding Service Provider users-

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

(a) Criminal background check.

(b) Employment verification.

(c) Education verification.

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

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

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

18.5 BCP Plan

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

18.6 Right to Audit

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

18.7 Penalties

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

19. **Miscellaneous**

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

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

19.3. Assignment:

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

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

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

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

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

19.7. Relationship:

(a) Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal - agent or an employer-employee relationship between the Parties. The Service Provider shall always remain an independent Service Provider during the term of this Agreement and shall always solely remain liable to NSDC or any third party for all its acts and omissions to act during the course of providing the Services under this Agreement. The Service Provider is an independent Service Provider and nothing in this Agreement should be construed as constituting an employment relationship between the Service Provider and NSDC. The Service Provider unequivocally, unambiguously, irrevocably and explicitly acknowledges that this Agreement is not subject to any employment law(s) or related statute(s). This sub-clause 19.7(a) shall survive the termination or expiry of this Agreement.

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

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

To NSDC:

5th & 6th Floor, Kaushal Bhawan,

New Moti Bagh, New Delhi - 110023

To Service Provider:

[]

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

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

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

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

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

For National Skill Development Corporation

Sign: ________________________________

Name:

Title: For <Name of Service Provider>[]

Sign: ____________________________

Name:

Title:

SCHEDULE I

SERVICES

SCHEDULE -II

Payment Details

Schedule -III

Fraudulent or Corrupt Practices

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

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

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

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

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

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

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

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

Schedule IV

Key Experts with Names(Not applicable to this RFP)

Schedule V

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

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

To: ____ [name of Purchaser]

____ [address of Purchaser]

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

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

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

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

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

This Guarantee shall be valid until ……… i.e, 90 days following the Completion date of the Agreement/PO Value 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.

DEFINITIONS:

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

Pre-requisites:

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

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