STANDARD PROCUREMENT DOCUMENT

Request for Proposal
for
International Request for Proposals (RFP) for Selection of a Transaction Management Partner for the Skills Outcomes Fund (SOF), India

RFP NO: RFP/NSDC/Outcome Based Financing/2026/64

Department- Outcome Based Financing

Last Date and Time for Submission: 17.09.2026 at 03:00 PM

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

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

Procurement Schedule

Proposal Security	Proposal security is *not applicable.*
Date and place of commencement of RFP	28.08.2026 https://nsdc.eproc.in/
Pre bid meeting Virtual through MS Teams(Pre Bid Meeting for Request for Proposal for International Request for Proposals (RFP) for Selection of a Transaction Management Partner for the Skills Outcomes Fund (SOF), India. | Meeting-Join | Microsoft Teams)	07.09.2026 at 11:30 AM
Last Date and Time for receipt of queries on mail procurement@nsdcindia.org	08.09.2026 at 05:00 PM
Last Date and Time for submission of Technical Proposal	17.09.2026 at 03:00 PM
Date of opening for Technical Proposal & Place of Submission of Proposals	17.09.2026 at 03:30 PM https://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 any consultant, firm, company, limited liability partnership, or other legal entity, including any consortium or joint venture (if allowed under RFP), that submits a Proposal in response to this RFP issued by National Skill Development Corporation, and includes its permitted successors and assigns.

1.5 "Buyer" means National Skill Development Corporation ("NSDC"), acting through its Procurement Division, which has issued this RFP for the procurement of the Goods/Services and with whom the successful Bidder shall enter into the Contract, and includes its authorized representatives and officials acting on its behalf.

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

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

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

1.9 "Government" means the Government of India.

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

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

1.12 "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.

1.13 "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.

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

1.15 "RFP" means the Request for Proposals to be prepared by the Client for the selection of Bidders.

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

1.17 "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.

1.18 "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 The National Skill Development Corporation (NSDC), under the aegis of the Ministry of Skill Development and Entrepreneurship (MSDE), is establishing the Skills Outcomes Fund (SOF), a proposed INR 530 crore outcomes-based financing programme focused on improving employment outcomes for low-income youth in India.

2.2 National Skill Development Corporation (NSDC), the client, intends to select an Agency to serve as Transaction Management Partner for the Skills Outcomes Fund (SOF) Programme (hereinafter called "Bidders").

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

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

2.5 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.

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

2.7 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 Client, is on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.

2.8 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.

2.9 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.

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

2.11 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.

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

3. Conflict of Interest

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

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

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

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

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

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

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

ii. the selection process for the Contract, or

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

4. Corrupt and Fraudulent Practices

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

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

5. Eligibility Criteria

5.1 Participation in this procurement is open to eligible organizations from all countries, subject to applicable sanctions, export control regulations, and Government of India requirements.

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

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

6. Duration of Assignment

6.1 The duration of the assignment shall be four (4) year from the date of issuance of the Contract Award. The assignment is tentatively scheduled to commence in October 2026.

6.2 The performance of the Service Provider will be reviewed by the client at the end of each year, and subsequent Purchase Orders for the following year(s) will be released based on satisfactory performance, as determined by the client.

6.3 The quality of service provided by the Bidder and the performance of the Bidder shall be reviewed continuously and in case the performance is found unsatisfactory, the Bidder's contract can be terminated at the Client's discretion in writing by giving 30 days' notice to the Bidder. The bidder in these 30 days will ensure that they share / transfer all the knowledge, deliverable, software, documents developed during the period for this project to the Client or an agency appointed by the Client.

B. Preparation of Proposals

7. General Considerations

7.1 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.

8. Cost of Preparation of Proposal

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

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

9. Language

9.1 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".

10. Documents Comprising the Proposal

10.1 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 & V
- iii. All Forms as per section III
- iv. Any other documents requested under this RFP

11. Only One Proposal

11.1 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.

12. **<u>Joint Venture</u>**

12.1 Joint Venture is not allowed.

13. Governing Law and Jurisdiction

13.1 This RFP, the bidding process, and any Contract resulting therefrom shall be governed by and construed in accordance with the laws of India.

14. Any dispute, controversy, claim, or difference arising out of or in connection with this RFP, the bidding process, or the Contract, including any question regarding its existence, validity, interpretation, performance, breach, or termination, shall be subject to the exclusive jurisdiction of the courts and tribunals located in New Delhi, India.
15. Notwithstanding the nationality, place of incorporation, or principal place of business of the Bidder, all disputes shall be governed exclusively by the laws of India and shall be subject to the exclusive jurisdiction of New Delhi, India.

16. Proposal Validity

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

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

16.3 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.

17. Extension of Proposal Validity Period

17.1 The Client 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.

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

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

18.1 If any of the Key Experts becomes unavailable for the extended validity period, the Bidder shall seek to substitute for another Key Expert. 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 shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain based on the evaluation of the CV of the original Key Expert.

18.2 If the Bidder fails to provide a substitute Key Expert 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.

19. Sub-Contracting

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

20. Clarification and Amendment of RFP

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

20.2 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.

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

20.4 Bidders may regularly visit the Active Tenders | National Skill Development Corporation (NSDC) and https://nsdc.eproc.in/ for any corrigendum/addendum, updated information with respect to RFP and matter incidental thereto.

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

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

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

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

21. Technical Proposal Format and Content

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

21.2 The Technical Proposal shall be prepared using the format provided in **"Section II,III V- Forms (Except Financial form)"** of the RFP

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

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

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

21.6 Cloud link for submission of Proposal/documents/presentation will **not be accepted**. Please ensure that the size of the proposal submitted **does not exceed 20 MB**. If exceeding, multiple files can be uploaded on E-Proc Portal with attachment limit to max 25 MB.

22. Financial proposal Format and Content

22.1 The Financial Proposal shall be prepared using the format provided in “Section III – Forms 4” of the RFP. It shall list all costs associated with the assignment.

22.2 The Bidder shall be responsible for meeting all tax liabilities arising out of the Contract in accordance with the applicable laws and regulations of the respective jurisdictions.

22.3 The Bidder shall express the price for its Services in either Indian Rupees (INR) or United States Dollars (USD). The currency selected shall be stated clearly in the Financial Proposal.

22.4 For the purpose of evaluation and comparison of Financial Proposals submitted in different currencies, proposals quoted in USD shall be converted into INR using the reference exchange rate published by the Reserve Bank of India (RBI) (www.rbi.org.in) prevailing on the date of opening of the Financial Proposals.

C. Submission, Opening and Evaluation

23. Submission of Proposals

23.1 The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with the RFP. The Bidder shall submit Technical and Financial Proposal only through the method mentioned in the RFP.

23.2 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.

23.3 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.

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

23.5 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.

23.6 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.

23.7 Subject line while submitting queries to procurement@nsdcindia.org should be “RFP/NSDC/Outcome Based Financing/2026/64 Queries: “**International Request for Proposals (RFP) for Selection of a Transaction Management Partner for the**

24. Confidentiality

24.1 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.

24.2 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.

24.3 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.

24.4 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.

24.5 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.

25. Opening of Bid

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

25.1.1 **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.

25.1.2 **Opening of Financial proposal:** Financial bid of the bidder's qualifying the technical proposal including eligibility criteria shall be only opened.

26. Evaluation of Technical Proposals

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

26.1.1 **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.

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

27. Opening of Financial Proposals and evaluation.

27.1 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.

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

27.3 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.

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

28. Method of Selection

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

a. In deciding the selection of the Bidder, the technical quality of the proposal will be given a weightage of technical proposal 80%. 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 weightage of 20%.

b. The calculation formula is given below

Technical Score (Ts) = (Bidder's Technical Score / Highest Technical Score) X 100

Bidder's Technical Score = Technical Score achieved by the Bid

Highest Technical Score = Technical Score achieved by the Bid that was scored best among all responsive Bids

Commercial Score (Cs) = (Lowest commercial Score / Bidders commercial Score) X 100

Lowest Commercial Score = The lowest of all evaluated Bid price among responsive Bids

Bidders Commercial Score = The evaluated bid price

The Final Score for a bidder will be calculated using the formula given below:

Final Score (F) = (Ts x Technical Weightage) + (Cs x Financial Weightage)

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the most Advantageous Bid.

c. Total Score will be calculated based on the Technical and Financial marks awarded by the committee members and the applicable QCBS weightage.

d. The Consultant achieving the highest combined technical and financial score will be invited for negotiations on the contract.

28.2 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 the same then, the Client reserves the right to negotiate/ select one or more consultants based on technical and financial proposals.

29. Negotiations

29.1 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.

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

29.3 Negotiations will be carried out for the following

29.3.1 **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.

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

29.4 **Conclusion of negotiation:** The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated 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.

30. Notice to proceed

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

31. Issuance of Purchase Orders

31.1 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.

32. Signing of the Contract

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

32.2 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.

33. Modification in the Value / Scope of the contract

33.1 NSDC reserves the right to increase or decrease the project order/scope (no of resources) during the tenure of the contract as per the following.

33.1.1 If the need shall arise, the requirement shall be increased to a maximum of 25% of the subsequent value of the Contract as per the terms & conditions of procurement@nsdcindia.org.

33.1.2 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.

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 [04] 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 procurement@nsdcindia.org 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 or requested clarifications by Buyer.

35. Binding Nature of RFP Terms and Conditions

35.1 Binding Effect: The terms and conditions set forth in this Request for Proposal ("RFP"), including but not limited to those contained in the Draft Agreement 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

Mandatory Parameter

S. No.	Eligibility Criteria	Documents/ Copies to be submitted
1	The Bidder shall be a legally established entity, including but not limited to a Company, Corporation, Limited Liability Company (LLC), Limited Liability Partnership (LLP), Partnership Firm, Proprietorship Firm, or any other legal entity, duly incorporated, registered, or constituted under the applicable laws of its country of origin and authorized to carry out the business activities relevant to the scope of this RFP. The Bidder shall possess all valid registrations, licenses, approvals, and permits required under the laws of its jurisdiction to perform the Services under the Contract.	**Foreign Bidder** The Bidder shall submit a copy of the Certificate of Incorporation, Certificate of Registration, Business Registration Certificate, Trade License, Certificate of Formation, or any equivalent document issued by the competent authority in the country of incorporation/registration, evidencing its legal status and authorization to conduct business. **For Indian Bidder.** Certificate of Incorporation/Registration, PAN, GST Registration Certificate.
2	The bidder should have an average annual turnover of at least ₹50 Crore or 5 million USD or more during the last three (3) financial years (FY 2023-24, FY 2024-25 and FY 2025-26).	For Indian Bidder: CA-certified Turnover Statement with UDIN; Audited Financial Statements **Foreign Bidder** Audited books of accounts certifying the average annual turnover for the specified financial years. The submitted documents shall clearly indicate the annual turnover of the Bidder for each of the prescribed financial years. In case the financial statements are maintained in a currency other than the currency specified in the RFP, the Bidder shall provide the applicable exchange rate and corresponding turnover conversion, duly certified by the auditor.

3	The bidder should have a positive net worth for three (3) consecutive financial years ending on 31 March 2026.	Audited books of accounts certifying the net worth of the bidder.
4	The bidder should have successfully executed at least three (03) outcomes-based financing programmes, each with a value of not less than ₹100 Crore/USD 11 Million, with at least one program in skilling and employment), for Government agencies, PSUs, Autonomous Bodies, Multilateral Agencies or private organizations.	Copy of Work Orders/Agreement/ Completion Certificate/Client Certificate/Proof of ongoing satisfactory performance.
5	Should have adequate in-house technical capacity to undertake the scope of work outlined in this RFP	• Organization structure/chart indicating key technical and managerial personnel • Brief profile of the organization highlighting its technical capabilities, domain expertise, and relevant infrastructure; • Employee strength details certified by the authorized signatory or Human Resources Head;
6	The Bidder, including its affiliates, shall not have been debarred, blacklisted, suspended, declared ineligible, or otherwise prohibited from participating in procurement or contractual activities by any Central Government, State Government, Government Department, Government Agency, Public Sector Undertaking (PSU), Statutory Body, Regulatory Authority, Multilateral/Bilateral Agency, International Organization, or any equivalent authority in India or abroad during the last three (3) financial years preceding the bid submission deadline. Further, the Bidder shall not be subject to any sanctions, restrictions, or prohibitions that would materially impair its ability to perform the Contract. A history of repeated adverse court judgments, arbitration awards,	Undertaking to be submitted on letter head of the entity signed by the authorized signatory of the bidding organization.

	insolvency proceedings, or the existence of significant unresolved disputes that may materially affect the Bidder's ability to perform the Contract may result in rejection of the Proposal at the discretion of the Purchaser.	

Section III-Technical Evaluation Criteria

S. No.	Evaluation Criteria	Documents to be Submitted	Marks Allocation
1	The bidder should have an average annual turnover of atleast ₹50 Crore or 5 million USD or more during the last three (3) financial years (FY 2023-24, FY 2024-25 and FY 2025-26). ***Total Marks: 10***	Audited books of accounts certifying the average annual turnover for the specified financial years.	• Having an average annual turnover between ₹50 Crore/5 million USD and ₹100 Crore= **5 Marks** • Having an average annual turnover exceeding ₹100 Crore/11 million USD = **10 Marks**
2	The bidder should have a positive net worth for three (3) consecutive financial years ending on 31 March 2026. ***Total Marks: 5***	Audited books of accounts certifying the net worth of the bidder.	• Demonstrating a positive net worth for all three (3) consecutive financial years= **5 Marks**
3	The bidder should have successfully executed at least three (03) Outcome-Based Financing programmes, each with a value of not less than ₹100 Crore/10.4 million USD, including at least one programme in the skilling and employment sector, for Government Agencies, PSUs, Autonomous Bodies, Multilateral Agencies, Development Partners, Philanthropic Organisations, or Private Sector entities. ***Total Marks: 30***	Copies of Work Orders, Agreements, Completion Certificates, Client Certificates, or proof of satisfactory ongoing performance.	• Demonstrating successful execution of one (1) eligible Outcome-Based Financing assignment= 5 Marks. • Demonstrating successful execution of two (2) eligible Outcome-Based Financing assignments=15 Marks. • Demonstrating successful execution of three (3) or more eligible Outcome-Based Financing assignments= 30 Marks.
4	The bidder should demonstrate institutional maturity and capacity to manage complex, multi-dimensional assignments, including management of funding aggregating at least ₹50 Crore.	Documentary evidence demonstrating end-to-end management of relevant functions, such as work orders, completion certificates, client certificates,	• Demonstrating experience in managing multi-stakeholder programmes involving Government Agencies, CSR Foundations, Philanthropic Organisations, Multilateral Agencies, Development Partners, or Impact

	Total Marks: 10	engagement letters, or equivalent documents.	Investors shall be awarded ***up to 10 Marks***, based on the scale, complexity, and relevance of the assignments undertaken
5	Technical Proposal and Presentation The Technical Proposal and Presentation shall be evaluated based on the bidder's understanding of the assignment, proposed transaction management approach, implementation methodology, stakeholder engagement strategy, and overall suitability for delivering the scope of work under the ToR. ***Total Marks: 35***	Technical Proposal and Presentation as per the requirements specified in Section V of the RfP.	• Understanding of the Assignment and Skill Outcomes Fund (SOF) Ecosystem: **5 Marks.** • Proposed Approach to Programme Design, Transaction Management , Governance and Risk Management: **10 Marks.** • Approach towards Fundraising, Stakeholder Coordination and Partnership Development: **5 Marks.** • Approach towards Programme Monitoring, Verification and Learning : **10 Marks.** • Detailed Work Plan and Implementation Timeline: **5 Marks.**
6	Key Personnel and Team Composition The bidder should propose a team possessing relevant qualifications, expertise, and demonstrated experience in transaction management, fundraising, stakeholder engagement, programme management, outcome-based financing, monitoring and evaluation, and related domains. ***Total Marks: 10***	Curriculum Vitae (CVs) of key personnel proposed for the assignment, clearly demonstrating relevant qualifications and experience.	Marks shall be awarded based on the qualifications, relevant experience, sectoral expertise, and suitability of the proposed key personnel for undertaking the assignment, subject to a maximum of **10 Marks.**

Total technical evaluation score: 100 marks, with minimum technical qualifying score:70 marks (recommended)

Note: - Submission of all the valid/legal legible documents in context to above table is mandatory.

Only those Bidders whose proposals meet all the eligibility criteria would be shortlisted for further evaluation.

SECTION III: FORMS

(Documents Comprising Technical & Financial Proposal)

1. <u>Form 1: Technical Proposal Submission Form</u>

RFP No.:
RFP Title:

{Location, Date}

To: [Write here *Name and address of the Client*]

Dear Sir:

We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposal No. *[Insert RFP 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): ___

2. 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	
3.	Concerned person's Name and Designation	
4.	Mobile no	
5.	Email ID	

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

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration	
2.	Annual Turnover: F.Y. 2025-26 F.Y. 2024-25 F.Y. 2023-24	
3.	Relevant Experience:	
4.	Blacklisting Declaration	
5.	Other Declarations as required	

3. Form 3: Bidder Past Experience Form

RFP No.:
RFP Title:

1) **Relevant Experience**	
Assignment No:1	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	
Project Duration:	
Project Value In INR:	
Email id and contact detail of client	
Assignment No:2	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	
Project Duration:	
Project Value In INR:	
Email id and contact detail of client	
Add more details if required	
2) **Details of Same service as required in RFP**	
Assignment	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	
Project Duration:	
Project Value In INR:	
Email id and contact detail of client	
3) **Technical Presentation to be submitted covering the Understanding, A&M and proposing innovations (if any)**	

4. Form 4: Financial Proposal Submission Form

RFP No.:
RFP Title:

Instructions:

1. The Bidder is required to submit the financial proposal in the table provided below.

Sr.No	Scope Description	Cost (Excluding Taxes)	GST (%)/ or applicable Tax as per country	Total Cost of Project (Including Taxes)
1.	Total Lump-Sum Cost for Complete Engagement for Complete Tenure of the assignment			

2. The financial proposal shall not be included with the same technical proposal and must be submitted as a separate document when submitting the technical proposal.
3. The bidder may also provide a component-wise budget break-up in support of the proposed financial quote.
4. All costs shall be quoted either in Indian Rupees (INR) or United States Dollars (USD). The Bidder shall clearly specify the currency used in its Financial Proposal. Quotations in any currency other than INR or USD shall be deemed non-responsive and shall not be considered for evaluation.

Detailed Cost Break-up

5. Be provided year-wise for the entire duration of the assignment
6. Clearly indicate the costs attributable to each component, activity, deliverable, milestone, and scope of work specified in this RFP
7. In addition to the Total Lump-Sum Cost quoted for the complete tenure of the assignment, the Bidder shall submit a detailed cost break-up as part of its Financial Proposal.
8. The quoted amount shall be inclusive of all costs required to complete the assignment, including but not limited to professional fees, fieldwork, travel, logistics, data processing, reporting and all applicable taxes (clearly specified).
9. The bidder shall ensure that all cost components are realistic and sufficient to deliver the full scope of work.

5. Form 5: Check List for Bidders

(To be submitted as part of Technical Proposal on Consultant's Letter-head)

RFP No.:
RFP Title:

Sr. No.	Documents to be Submitted duly filled, signed	Yes / No
1	I. Certificates of Registration/ Incorporation. GST registration certificate(Indian Bidder) II. Copy of PAN card (Indian Bidder) III. Or As per RFP Eligibly Criteria	
2	For Indian Bidder: CA certificates with UDIN and Copy of the audited balance sheet For Foreign Bidders: Certificate issued by an Independent Auditor, Certified Public Accountant (CPA), Statutory Auditor, or equivalent professional authorized under the laws of the Bidder's country of origin, along with copies of the audited financial statements/balance sheets for the relevant financial years.	
3	Work Orders + Completion Certificates	
4	Blacklisting Declaration	
5	BR/PoA copy	
6	Term of Reference (TOR) Declaration	
7	Conflict of Interest Declaration	
8	**Bidder Past Experience Form:** The bidder must complete the provided table with relevant experience details and attach supporting documents below table (such as work orders and completion certificates). This process should be repeated for each project or engagement the bidder wishes to include in the technical proposal.	
9	Presentation capturing Approach and Methodology etc	
10	Financial Proposal was separately uploaded	
11	Technical Proposal Submission Form	
12	Bidder Information Form + other information	
13	Any other requirements, if stipulated in ITB; or if considered relevance by the consultant	

6. Form 6: Format for turnover and Financial Capability of Bidder (For Indian Bidder)

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

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

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

For Foreign Bidders:

The turnover details shall be certified by an Independent Auditor, Certified Public Accountant (CPA), Statutory Auditor, or other equivalent professional authorized under the laws of the Bidder's country of origin and supported by copies of audited financial statements/annual accounts.

Where the financial statements are maintained in a currency other than the currency specified in the RFP, the Bidder shall provide the applicable exchange rate and the equivalent converted value, duly certified by the auditor.

The Purchaser reserves the right to seek additional information or clarification regarding the Bidder's financial capability.

SECTION IV: 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 V: Terms of Reference / Scope of Work

Key Objectives

The Transaction Manager for the Skills Outcomes Fund will support the following key objectives,

- **Programme design and fundraising:**
  - Anchor the design and operationalisation of the Skills Outcomes Fund, bringing in OBF expertise, translating the programme objectives into an implementable operating model and delivery framework.
  - Lead resource mobilisation for the Skills Outcomes Fund by supporting the mobilisation and engagement of private and philanthropic funders to secure matching funds. The government has committed INR 225 cr for the programme's outcome funding, the transaction manager is required to mobilise a matching amount for outcome funding from private and philanthropic funders.
- **Fund administration:** The Skills Outcomes Fund will comprise outcome funding from government, domestic philanthropy and international philanthropic sources with payments linked to independently verified outcomes. As such the Transaction manager is required to,
  - Establish and oversee an appropriate fund flow and administration mechanism for international philanthropic funding participating in the programme,
  - Obtain a formal legal opinion on the transaction and structuring of the programme and facilitate agreement with private donors on the programme term sheet and framework agreement
- **Monitoring, Evaluation and Learning (MEL) design and oversight:**
  - Design and institutionalise an integrated MEL approach that combines timely and credible verification of payment-linked outcomes, data quality assurance, and practical learning on what drives sustained livelihood outcomes for beneficiaries in the programme.
  - Provide supervision and strategic oversight to the third-party evaluation partner conducting on-ground verification, including monitoring MEL outputs and coordinating dispute resolutions.
  - Provide guidance on MEL over the life of the programme to align with the programme's investments in technology-led verification (outlined in Annex 2)
- **Transaction Management, Governance and Oversight of the programme:**
  - Being a representative for funders, support the establishment and ongoing functioning of the programme's governance framework with NSDC, enabling effective decision-making and coordination across all programme stakeholders.
  - Develop and manage a comprehensive programme-level risk management framework to identify, monitor and mitigate key risks to the programme throughout implementation.
  - Ensure the programme operates in compliance with all applicable legal, regulatory and contractual requirements through proactive compliance management, legal oversight, and coordination with NSDC and other legal teams.
  - Lead programme-level knowledge management and strategic communications, ensuring consistent messaging, positioning and communications protocols across the programme

- **Ongoing programme management**: Provide ongoing transaction-management and coordination support throughout the programme, anchoring the functions described above, coordinating with relevant programme stakeholders and partners, and working closely with NSDC to support effective programme governance and execution.

In discharging its responsibilities, the Transaction Manager may utilise its own personnel / engage suitably qualified partners or other service providers through appropriate procurement and contracting processes, as required.

Detailed Scope of Work

1. Programme design and fundraising

The Skills Outcomes Fund is being established as an outcomes-based financing structure in which payments to Training Providers are linked to the achievement of predefined and independently verified employment outcomes, including certification, placement and retention. Building on the learnings from the Skill Impact Bond, NSDC, under the aegis of MSDE, intends to scale outcomes-based financing within India's skilling ecosystem and strengthen its institutionalisation within public skilling programmes. The Transaction Manager will work closely with NSDC to translate the approved programme objectives and design principles into a launch-ready operating and transaction-management framework for implementation by the relevant programme stakeholders.

- Define and establish the core OBF design components, including the outcomes framework, payment metrics, milestone definitions, eligible sectors and job roles, and related implementation parameters.
- Develop the transaction operating model, including fund-flow arrangements, cash-flow planning, MEL and verification timelines, programme milestones, required for effective implementation.
- Design and support systems-strengthening measures that enable future institutionalisation, including technology-enabled monitoring and verification systems that improve data quality, reduce verification costs, and support efficient implementation at scale.
- Work alongside NSDC in the exploring innovations of interest in the programme and provide specialist OBF advisory to address technical aspects of the programme.

In addition to programme design, the Transaction Manager shall lead resource mobilisation for SOF, including securing matching outcome funding and technical assistance grants from private and philanthropic funders. This will include preparing and implementing a fundraising strategy agreed with NSDC, developing funder-facing investment materials, engaging prospective domestic and international philanthropic funders, supporting funder due diligence, and securing funding commitments. The Transaction Manager shall ensure that a defined share of the target matching funding is committed prior to programme launch, with the balance mobilised through a time-bound fundraising plan during implementation, as agreed with NSDC. The Transaction Manager shall keep NSDC informed of all material funder engagements and shall manage ongoing relationships with participating funders, including coordination, reporting, issue resolution and representation of funder interests within the agreed governance framework.

Deliverable: Develop a comprehensive Skills Outcomes Fund design and transaction-management framework that details out core design governance and operating parameters for the Skills Outcomes Fund.

Fund administration

The Transaction Manager shall support NSDC in establishing a legally compliant and operationally viable fund administration structure for SOF. This will include obtaining a formal legal opinion from a suitably qualified legal advisor on the proposed fund structure, transaction arrangements and key design parameters. The legal opinion shall inform the programme's fund-flow mechanism, contractual architecture, donor documentation and stakeholder agreements, and shall form the basis for implementation of the fund administration arrangements.

- Following completion of the programme design phase, obtain a formal legal opinion on the proposed transaction structure and support alignment with private funders on the programme term sheet, framework agreement and related contractual documentation.
- Establish and manage the funding mechanism and financial arrangements recommended through the legal opinion, including arrangements for receipt and administration of international philanthropic funding, onward contracting, and disbursement of programme funds in accordance with applicable Indian laws, foreign funding regulations and approved programme agreements.

Deliverable: Formal legal opinion on the proposed programme structure and key design parameters, together with agreed term sheet and framework agreement(s) executed by the relevant stakeholders prior to launch.

MEL design and oversight

In line with the outcomes-based financing model of the programme, it is essential to establish a MEL framework that is timely, credible and builds trust in the quality of outcomes achieved across all stakeholders. The Transaction Manager will be responsible for designing and overseeing the MEL framework for verification of payment-linked outcomes and defining a learning scope to generate actionable insights that can inform programme improvement.

- Design the MEL framework in alignment with programme timelines, ensuring statistical rigour, data quality and trust in reported outcomes, and oversee its implementation by the relevant programme stakeholders and independent verification partner.
- Select and onboard an independent third-party MEL Partner to undertake outcome verification. Independence is critical in an outcomes-based financing model because payments are linked to verified results; an independent verifier helps ensure that outcome claims are assessed objectively, reduces potential conflicts of interest, and builds trust among funders, Training Providers and other programme stakeholders. The Transaction Manager will retain overall accountability and oversight for the MEL framework and outputs.

Deliverable: Input and support development of comprehensive design document that details out core design and operational guidelines for the Skills Outcomes Fund.

Operational set-up of the programme

The Transaction Manager will support the establishment of the programme's transaction-management, governance, risk and legal compliance frameworks to enable effective programme execution by the relevant programme stakeholders.

Governance
Given the range of stakeholders and the outcome-linked nature of the programme, a robust governance framework is required to ensure clear accountability, timely decision-making, effective coordination and transparent programme oversight throughout implementation.

The governance framework will be aligned with the governance architecture adopted for scheme governance PMKVY, with NSDC as the anchor institution convening the key governance forums i.e. a Steering Committee (for strategic decision making) and an executive committee (for ongoing programme decision making). The Transaction manager is required to support execution of governance meetings, preparation of briefing materials and tracking of decisions and actions.

Risk management and legal compliance
The Transaction Manager will establish and lead the risk management function to ensure that programmatic, safeguarding, operational and financial risks (among others) are proactively identified, monitored and mitigated throughout programme implementation. The function will provide a structured approach to risk governance, enabling timely decision-making and strengthening the resilience of programme delivery.
The Transaction manager is also responsible for monitoring legal and compliance obligations on an ongoing basis, identifying regulatory changes, compliance gaps and emerging legal risks, and coordinating with NSDC and relevant stakeholder legal teams to ensure timely resolution.
Deliverable: A risk management and legal compliance framework for ongoing monitoring.

Ongoing programme management

The Transaction Manager is responsible for smooth functioning of overall transaction-level coordination and oversight of the key tracks mainly MEL function, risk management, legal compliance, financial management and private stakeholder management. Including the above, the partner is also responsible for,
- Leading communications governance by developing and maintaining a common communications framework, including agreed programme messaging, terminology, branding principles and stakeholder communication protocols.
- Establishing a programme-level knowledge management framework to capture, organise and maintain key programme documentation, decisions, templates and implementation resources.
- Coordinating with the Knowledge Partner to facilitate timely sharing of programme information, implementation updates and operational learnings required to support the programme's broader knowledge agenda.

Roles of other Partners

Function	Delivered by
Programme anchor, governance, and overall oversight	NSDC
Performance management and TP support	NSDC
Transaction management	Technical partner selected through the RfP

Programme design parameters for Skills Outcomes Fund

The following section outlines the key programme parameters relevant to the design of Skills Outcome Fund. The selected Transaction Manager partner will be expected to design systems and processes that are able to accommodate the scale, diversity, and operational characteristics of the programme.

The parameters below are intended to provide bidders with sufficient context to develop their proposal and budget. Final programme parameters, reporting requirements, and operational processes will be confirmed at the time of programme inception.

Table 6: Skills Outcomes Fund – Programme Details

Parameter	Description
Geography & Scale	• SOF aims to support 200,000 youth over a four-year implementation period • Interventions may be implemented across India • Multiple Training Providers will be selected through a competitive process and will deliver interventions across sectors, geographies, and training models. (In programme year 1 i.e. the first year of implementation, the programme will enrol ~30,000 candidates across 5 to 8 training providers)
Target candidate profile	• **Age:** Youth, age 18 to 40 years • **Gender:** SOF aims to bring a deep focus on women's participation. Accordingly, at least 50% of candidates in the programme should be women. TPs are required to meet this criterion at every stage of the programme, starting from enrolment and sustain it through training completion, certification, placement, and retention milestones. • **Employment status:** Individuals who are NEET (not in employment, education, or training) at the time of enrolment • **Education status:** Undergraduate degree holder or below, including school/college dropouts • Priority to be given to aspirational districts (as defined by MSDE) and marginalized youth[1] and individuals
Sector and job role focus	• SOF will prioritize training linked to industry demand, with a strong emphasis on aspirational and future-oriented jobs • SOF will prioritise training linked to industry demand, with a strong emphasis on aspirational and future-oriented jobs • In Year 1, at least 20% of trainings under SOF are expected to be in future-oriented job roles. This share is expected to increase over the tenure of the programme as delivery capacity and market demand evolve. • The remaining trainings will focus on conventional sectors and job roles aligned with industry demand

[1] Marginalized youth may include, but is not limited to, persons with disabilities, members of Scheduled Castes and Scheduled Tribes, minorities, economically disadvantaged individuals, migrants, and residents of underserved or remote areas

<table>
<tr><td></td><td></td></tr>
<tr><td>Training delivery model</td><td>
Training duration: Programmes are expected to range from 3 to 9 months (approximately 300–600 hours), aligned with NSQF requirements and applicable programme guidelines. Training duration may vary by sector, job role, and delivery model.
Delivery models: Training Providers may adopt classroom-based, blended, digital-first, residential, non-residential, industry-integrated, employer-led, Recruit-Train-Deploy (RTD), captive placement, and other approved delivery models.
Placement and post-placement support: Training Providers will be responsible for mobilisation, training delivery, placement support, and post-placement support required to help candidates achieve employment and retention outcomes.
</td></tr>
<tr><td>Outcomes tracking (including payment and performance metrics)</td><td>Payment-linked metrics: Payments to training providers under SOF will be linked to the following outcome milestones. These outcomes will be independently verified by the MEL partner, post which the outcome payments against verified outcomes will be released according to the schedule defined below.

<u>Certification</u>: Number of candidates achieving successful assessment/re-assessment by a third-party assessing agency or employer post completion of training, with certification issued by an awarding body approved by NCVET, the relevant Sector Skill Council (SSC), employer, or a recognized international agency.
<u>Placement:</u> Number of candidates (enrolled under the programme) getting placed in a job and successfully joining with the employer in the Sector of Training post certification. While training needs to happen in India, placements in jobs abroad is permitted in the programme.
<u>Retention</u>: Number of candidates employed for a period of 90 calendar days from the date of first placement as per the appointment letter including break of maximum 4 weeks/30 days

<table>
<tr><td>Payment linked metrics</td><td>Payment share</td></tr>
<tr><td>Certification</td><td>30%</td></tr>
<tr><td>Placement</td><td>40%</td></tr>
<tr><td>Retention</td><td>30%</td></tr>
</table>

Tracking metrics: The following metrics will be tracked by the Performance Management unit (PMU) and TPs to monitor programme performance, progress, and impact
Enrolment: Number of learners admitted to a programme
</td></tr>
</table>

	o **Attendance (for both trainers and candidates):** Percentage share of overall training programme duration, in line with PMKVY 4.0 guidelines o **Attrition:** Percentage share of learners dropping out at each stage o **Job Offers:** Number of job offers received per candidate o **Candidates:** Gender, SEDG, HH income, geography o **Salary:** Ability to earn aspirational wages o **Sectors:** Percentage share of jobs in futuristic sectors; All in aspirational job roles o **Any other relevant metrics** to monitor programme progress These metrics will be tracked and updated on the Skill India Digital Hub (SIDH) platform.
Intervention timelines, milestone reporting and verification	• SOF will follow a rolling enrolment model, under which Training providers have flexibility to structure enrolments across the programme year within a defined window (from Month 1 to 9 in the given programme year[2], which would also include mobilization time) • Within a programme year, enrolment windows will vary based on programme duration to ensure sufficient time for training and certification to be completed for all candidates enrolled within one programme year. Training Providers will be required to plan mobilisation and enrolment activities accordingly as they will be assigned annual targets for candidates to be enrolled and certified • Beneficiaries will progress through training, certification, placement, and retention milestones at different points in time depending on enrolment date, training duration, and employment outcomes achieved • Outcome measurement and verification will therefore occur at the beneficiary level, with each candidate following an individual outcome timeline linked to their own enrolment, certification, placement, and retention dates. Verification batches can be defined to incorporate all beneficiaries following a particular timeline. • For a given programme year, quarterly or 4-monthly payment cycles (subject to MEL feasibility) are envisaged for deployment of outcome payments, which will primarily settle

[2] **Programme Year** (PY) means each consecutive twelve (12) month period during the tenure of the Programme, commencing from the Start Date of the programme. Programme Year 1 shall begin on the Start Date of the programme, and each subsequent Programme Year shall commence immediately upon the completion of the preceding Programme Year; Programme year may or may not coincide with the Financial Year and the Calendar Year.

	payments for all outcomes verified by that stage. The MEL and verification batches will have to be defined accordingly. • For the purposes of the timelines below, X refers to the start date of any training batch.

Table 7: Skills Outcomes Fund – Training timelines

Training milestone	Timeline for activity	Reporting guidelines for TPs
Mobilisation	X - 60 to X - 30 days, depending on course type[3]	Data uploaded on SIDH on a rolling basis.
Training delivery	X + 90 to X + 270 days (depending on the job role and applicable NSQF requirements)	Data uploaded on SIDH on a rolling basis.
Assessment (A)	X + 97 to X + 277 days (Within 7 days of training completion)	Data uploaded on SIDH on a rolling basis.
Certification (C)	X + 104 to X + 284 days (Within 14 days of training completion)	Scores sent directly from the certifying agency to the MEL provider for validation and/or uploaded on SIDH[4]
Placement (P)	A+90 days (Candidates not placed within a 90 day period post training will be considered unplaced for outcome measurement purposes.)	Data uploaded on SIDH on a rolling basis, within 10 days from candidate joining a job
Retention (R)	P+120 days (Candidates must demonstrate continuous employment for a period of 90 calendar days (i.e., 3 months), within a window of up to 4 months ± 5 business days from the date of placement. Candidates not meeting this requirement will be considered not to have	Data uploaded on SIDH on a rolling basis, within 10 days of candidate completing 3-month retention in the job

[3] This includes differences in courses based on duration (3-month to 9-months)

[4] Skill India Digital Hub (SIDH) is NSDC's digital platform for managing and monitoring skilling programmes. It supports candidate onboarding, training delivery, assessments, certification, placement tracking, document management, and programme reporting

		achieved the retention outcome)	

Service level and Penalty for Non-Compliance

S. No.	Service Level / KPI	Required Standard / Timeline	Penalty for non-compliance
1	Submission of SOF Design & Transaction Management Framework	Final framework to be submitted within 90 days from Notice to Proceed (NTP) and approved by NSDC	0.5% of quarterly fee per week of delay, subject to maximum 5%
2	Fundraising and Resource Mobilization	Achieve fundraising milestones as approved by NSDC and secure committed matching funds as per agreed plan	1% deduction from quarterly fee for every 15% shortfall against approved milestone
3	Legal Structuring and Fund Administration Set-up	Legal opinion, term sheet, framework agreements and fund administration mechanism established as per agreed timelines	0.5% of quarterly fee per week of delay
4	MEL Framework and Independent Verification Partner Onboarding	MEL framework approved and MEL Partner onboarded before programme launch	1% of quarterly fee for every week of delay beyond approved timeline
5	Governance Support	Steering Committee / Executive Committee meetings conducted as per approved calendar; minutes issued within 5 working days	₹25,000 per delayed submission; repeated delays (>3 instances/year) attract 1% quarterly fee deduction
6	Risk Management and Compliance Monitoring	Risk register and compliance reports updated and submitted quarterly within agreed timelines	₹20,000 per delayed report
7	Funder and Stakeholder Management	All agreed funder reports and stakeholder updates	₹20,000 per instance of delay or non-submission

		submitted on time with no material omissions	
8	Key Personnel Deployment	No replacement of key personnel without prior NSDC approval; replacement resources to be of equivalent or higher qualification	5% deduction of monthly resource fee per unauthorized replacement

SECTION VI: Platform Support for Tender Preparation:

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

Pre-requisites:

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

Note: The subject line must be mentioned in mail heading "*Selection of a Transaction Management Partner for the Skills Outcomes Fund (SOF) Programme"* **".**

g) The amendments/ clarifications to the tender, if any, will be posted on the NSDC eTendering Portal (https://nsdc.eproc.in)
h) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
i) It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Skill Development Corporation nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.