



**Selection of Agency for Procurement, Supply, Installation and Commissioning of
Infrastructure Items including IT Hardware, Security Systems, Furniture, HVAC Equipment
PAN-INDIA DELIVERY | CATEGORY A – HIGHER EDUCATION (EXTENSIVE)**

**RFP No: RFP/NSDC/Academy/2026/56
Department- (NSDC, Academy)**

Last Date and Time for Submission: 23.08.2026

**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 <i>not applicable</i> .
Date and place of commencement of RFP	14.08.2026 https://nsdc.eproc.in/
Pre bid meeting Virtual through MS Teams(PRE-BID MEETING FOR RFP Selection of Agency for Procurement, Supply, Installation and Commissioning of Infrastructure Items including IT Hardware, Security Systems, Furniture, HVAC Equipment Meeting-Join Microsoft Teams)	17.08.2026 at 11:30 AM
Last Date and Time for receipt of queries on mail procurement@nsdcindia.org	17.08.2026 at 05:00 PM
Last Date and Time for submission of Technical Proposal	23.08.2026 at 06:00 PM
Date of opening for Technical Proposal & Place of Submission of Proposals	23.08.2026 at 06:30 PM https://nsdc.eproc.in/

Table of Contents

Proposal Security	2
SECTION I: INSTRUCTIONS TO BIDDER (ITB)	6
A. General Provisions.....	6
1. Definitions.....	6
2. Introduction.....	6
3. Conflict of Interest	7
4. Corrupt and Fraudulent Practices	8
5. Eligibility Criteria	8
B. Preparation of Proposals	9
6. General Considerations	9
7. Cost of Preparation of Proposal.....	9
8. Language.....	9
9. Documents Comprising the Proposal	9
10. Only One Proposal	9
11. Proposal Validity	9
12. Sub-Contracting.....	9
13. Joint Venture	9
14. Extension of Proposal Validity Period.....	9
15. Substitution of Key Experts at extension of Proposal Validity Period	10
16. Benefits to MSEs	10
17. Clarification and Amendment of RFP	10
18. Technical Proposal Format and Content.....	10
19. Submission of Proposals (General)	11
21. Opening of Bid	12
22. Evaluation of Technical Proposals	12
23. Opening of Financial Proposals and evaluation.....	12
24. Method of Selection	13
25. Negotiations	14
26. Conclusion of negotiation:.....	14
27. Notice to proceed	15
28. Signing of the Contract	15
29. Issuance of Purchase Orders/Work Order.....	15
30. Performance Security.....	15
31. Modification in the Value / Scope of the contract	15
32. Payment Terms	16

33. Time Allowed for Technical Clarifications During Technical Evaluation:	16
34. Binding Nature of RFP Terms and Conditions	16
SECTION II: ELIGIBILITY CRITERIA	18
Eligibility criteria	18
SECTION III: TECHNICAL EVALUATION CRITERIA	21
SECTION IV: FORMS	25
Form 1: Technical Proposal Submission Form	25
Form 2: Bidder Information Form	27
II. Information as per Pre-Qualification Criteria/ Eligibility criteria to be furnished (Refer Section II):	27
Form 4: Check List for Bidders	30
Form 5: Format for turnover and Financial Capability of Bidder	31
Form 6: Conflict of Interest Declaration Form	32
Form 7: Declaration of Non-Debarment / Non-Blacklisting / Non-Suspension	33
Fin Form 1: Financial Proposal Submission Form	36
SECTION V: FRAUD AND CORRUPT PRACTICES	48
SECTION VI: TERMS OF REFERENCE	50
1. Overview and Background	50
2. Project Objectives	50
3. Scope of Work	51
3.1 Site Assessment and Validation	51
3.2 Detailed Project Planning	51
3.3 Procurement and Supply of Equipment	51
3.4 Logistics and Transportation	52
3.5 Installation and Integration	52
3.6 Electrical and Civil Readiness Requirements	52
3.7 Smart Classroom, AI Lab and AR/VR Setup	52
3.8 Testing and Commissioning	53
3.9 Documentation and Handover	53
3.10 Training and Capacity Building	53
3.11 Warranty and Technical Support	54
3.12 Defect Liability Obligations	54
4. Supplier Responsibilities	54
4.1 End-to-End Turnkey Execution	54
4.2 Coordination with OEMs	54
4.3 Site-wise Deployment Planning	55

4.4 Quality Assurance	55
4.5 Compliance with Specifications	55
4.6 Asset Tagging and Inventory Management.....	55
4.7 Documentation and Reporting.....	55
4.8 Safety Compliance	55
5. Delivery and Implementation Timelines.....	55
6. Packaging, Transportation and Insurance	56
7. Quantity and Quality Requirements.....	56
8. Quality Assurance Framework	57
8.1 Factory Quality Certification.....	57
8.2 Pre-Dispatch Inspection.....	57
8.3 Site Acceptance Testing	57
8.4 Commissioning Certification	57
8.5 Performance Verification	57
9. Service Level Agreements (SLAs)	57
10. Deliverables and Milestones	58
11. Warranty, AMC and Post-Implementation Support.....	58
12. Reporting and Review Mechanism	59
13. Acceptance Criteria	59
14. Liquidated Damages and Penalty Framework.....	59
15. Termination.....	Error! Bookmark not defined.
16. Payment Terms	61
17. Pan-India Delivery Locations	61
Scope Confirmation for Procurement	Error! Bookmark not defined.

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**

AGENCY FOR PROCUREMENT, SUPPLY, INSTALLATION, COMMISSIONING OF INFRASTRUCTURE ITEMS INCLUDING IT-HARDWARE, SECURITY SYSTEMS, FURNITURE, HVAC EQUIPMENT (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. Corrupt and Fraudulent Practices

- 4.1 The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in **Section V**.
- 4.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents, Experts, Sub-Bidders, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the client.

5. Eligibility Criteria

- 5.1 Only those Bidders who qualify for the eligibility criteria shall be evaluated technically.
- 5.2 Detailed eligibility criteria i.e. pre qualifications criteria are given under “**Section II**” of this 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 bidder) shall be the reference time for deciding the closing time of the Proposal submission. Bidder 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 **REOI/NSDC/Academy/2026/56** Queries: **SELECTION OF AGENCY FOR PROCUREMENT, SUPPLY, INSTALLATION, COMMISSIONING OF INFRASTRUCTURE**

ITEMS INCLUDING IT-HARDWARE, SECURITY SYSTEMS, FURNITURE, HVAC EQUIPMENT

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 scope of work under this RFP is Pan-India and shall cover designated Higher Education Institutions (HEIs) identified by NSDC from time to time across India.
- 24.2 The bidder shall submit Technical and Financial Proposals.
- 24.3 The selection of bidders shall be carried out independently using the Quality and Cost Based Selection (QCBS) method.
- 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 The Financial Proposal of technically qualified bidders shall be opened and evaluated.
- 24.6 Contract shall be awarded to the bidder achieving the highest combined score.
- 24.7 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 bidders who qualified technically will be opened. The financial proposal shall be allocated a 30% weight.
- 24.8 Calculation Formula is given below

Technical Score = (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 = (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) = (Technical Score x Technical Weightage) + (Commercial score x Financial Weightage) The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the most Advantageous Bid.

- 24.9 The bidder achieving the highest combined technical and financial score will be invited for negotiations on the contract.
- 24.10 In case two or more bidder 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 bidder based on technical and financial proposals.

25. Negotiations

- 25.1 The negotiation will be held at the date and address confirmed by the client with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a contract on behalf of the Bidder.
- 25.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Bidder's authorized representative.
- 25.3 Negotiations will be carried out for the following
 - 25.3.1 Technical Negotiation: Includes discussion of Terms of Reference (ToRs), proposed methodology, the Client's inputs, conditions of the Contract, and finalizing the "Description of Services / terms of references" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
 - 25.3.2 Financial Negotiation: The Financial negotiations include clarifying the bidders's tax liability and how it should be reflected in the Contract.

26. 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.

27. Duration of the Contract

- 27.1 The overall project tenure shall be Seven (07) years from the date of execution date of the agreement. The bidder shall ensure continuous operational support for the entire project duration.

The quoted price shall include:

- 1. Supply, installation, testing, and commissioning of all equipment.
- 2. Training of trainers as per the scope of work.
- 3. Certification of Student
- 4. Warranty support for the period as per OEM policy.
- 5. Software licenses, updates, firmware upgrades, and technical support required for effective utilization of the equipment during the project period.
- 6. Availability of spare parts and service support throughout the 7-year project tenure.

7. The bidder shall submit a detailed support plan covering preventive maintenance, corrective maintenance, response time, escalation matrix, and training schedule for the entire project

Note: The proposed commercial shall be reviewed in every Financial Year or NSDC may initiate fresh RFP.

28. Notice to proceed

- 28.1 NSDC will initially inform the empaneled Successful Bidder 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, 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 arises, the requirement may be increased or decreased based on the

specific lab requirements of the respective institution, as assessed and approved by NSDC. The quantity and configuration of the items shall be determined at the institutional level accordingly.

32.1.2 NSDC reserves the right to increase or decrease the number or nature of work, subject to the successfully qualified Partner's 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 [2] 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 Bidder shall be a Company, Partnership firm, or Proprietorship and must be a Registered legal entity in India, in existence from last at least 3 years from the date of the publishing of the RFP.	Certificate of Incorporation / Registration Certificate; GST Registration Certificate; PAN Card In case of Partnership firm, Partnership deed is required.
EC-2	Annual Turnover The Bidder (Agency) must have a minimum average annual turnover of at least INR (15) Crores in the last three Financial Years i.e., FY 2023-24, FY 2024-25, and FY 2025-26. Note: In cases where audited financial statements for FY 2025-26 are not available at the time of RFP submission, provisional financial statements certified by a Practicing Chartered Accountant bearing a valid UDIN shall be accepted. Such provisional statements shall be replaced by audited financial statements within 180 days of submission or prior to execution of the Agreement, whichever is earlier. *Note- In case the final audited turnover for the year 2025-26 upon submission, AAT found below ₹15 Crore, the work awarded to the selected bidder shall be terminated and all awarded contract and Purchase Orders will stand as cancelled.	CA-certified Turnover Statement with UDIN; Audited Financial Statements
EC-3	Work experience The bidder should have experience of at least 3 projects in India each of minimum project value INR 1 Cr (excluding taxes) or above in supply and installation of similar nature of equipment OR IT infrastructure setup / smart classroom / lab setup / AR-VR lab.	• Contract/ Agreement/ Work Orders from client(s) that clearly states the details of the scope of work, date of commencement, financial details of the contract 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	The bidder shall submit a valid Manufacturer's Authorization Letter/ OEM Authorization Letter from the respective OEM separately for each item (As per <u>Annexure I</u>)	The OEM authorization letter must be: • Issued specifically for this RFP • On the OEM's official letterhead • Signed and stamped by an authorized signatory of the OEM
EC-5	The bidder shall submit a certificate from the respective Original Equipment Manufacturer (OEM) confirming that all items quoted in the bid, including equipment, products, components, parts, assemblies, sub-assemblies, accessories, and software are Brand new, Unused Unmodified, Not refurbished, Not reconditioned, Not duplicate or counterfeit, Not second-hand. The OEM certificate shall further certify that all quoted items are current models and are the latest commercially available versions in the market as on the date of bid submission, and are not end-of-life (EOL), end-of-sale (EOS), or obsolete products.	The certificate must be: • Issued on the OEM's official letterhead • Signed and stamped by an authorized OEM signatory • Specific to this RFP / Bid reference
EC-6	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 <i>*Not required in case of proper Proprietorship</i>
EC-7	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-7 (Non-Blacklisting Declaration) and form-6 (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	The bidder should have experience of at least 3 projects in India each of minimum project value INR 1 Cr (excluding taxes) or above in supply and installation of similar nature of equipment OR IT infrastructure setup / smart classroom / lab setup / AR-VR lab. <table><thead><tr><th>Number of Projects Executed (each ₹1 Crore)</th><th>Technical Marks</th></tr></thead><tbody><tr><td>Minimum 3 projects</td><td>10 Marks</td></tr><tr><td>4–5 projects</td><td>12 Marks</td></tr><tr><td>6–7 projects</td><td>14 Marks</td></tr><tr><td>8–9 projects</td><td>17 Marks</td></tr><tr><td>10 or more projects</td><td>20 Marks (Max)</td></tr></tbody></table> Documentary evidence • Contract/ Agreement/ Work Orders from client(s) that clearly states the details of the scope of work, date of commencement, financial details of the contract 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, Installation reports. • Client Satisfaction certificate	Number of Projects Executed (each ₹1 Crore)	Technical Marks	Minimum 3 projects	10 Marks	4–5 projects	12 Marks	6–7 projects	14 Marks	8–9 projects	17 Marks	10 or more projects	20 Marks (Max)	20		
Number of Projects Executed (each ₹1 Crore)	Technical Marks																
Minimum 3 projects	10 Marks																
4–5 projects	12 Marks																
6–7 projects	14 Marks																
8–9 projects	17 Marks																
10 or more projects	20 Marks (Max)																
2	Financial Capacity (Average Annual Turnover)	<table><thead><tr><th>Average Annual Turnover (FY 2023–24, FY 2024–25, and FY 2025–26)</th><th>Marks</th></tr></thead><tbody><tr><td>AAT equal and greater than ₹15 crore and up to ₹20 crore -----</td><td>6 Marks</td></tr><tr><td>---</td><td></td></tr><tr><td>AAT more than ₹20 crore and up to ₹30 crore---</td><td>8 Marks</td></tr><tr><td>---</td><td></td></tr><tr><td>AAT more than ₹30 crore-----</td><td>10 Marks</td></tr><tr><td>----</td><td></td></tr></tbody></table>	Average Annual Turnover (FY 2023–24, FY 2024–25, and FY 2025–26)	Marks	AAT equal and greater than ₹15 crore and up to ₹20 crore -----	6 Marks	---		AAT more than ₹20 crore and up to ₹30 crore---	8 Marks	---		AAT more than ₹30 crore-----	10 Marks	----		10
Average Annual Turnover (FY 2023–24, FY 2024–25, and FY 2025–26)	Marks																
AAT equal and greater than ₹15 crore and up to ₹20 crore -----	6 Marks																

AAT more than ₹20 crore and up to ₹30 crore---	8 Marks																

AAT more than ₹30 crore-----	10 Marks																

3	Execution of similar projects in states/UTs	The bidder should have demonstrated experience in executing similar nature of projects, indicating capability for effective delivery, implementation, and scalability. Marks shall be awarded based on the number of similar projects executed as per the following criteria: Note: Only those projects that are similar in nature and relevant to the scope of this RFP, and executed shall be considered for evaluation	30														

		Number of Similar Projects Executed 1 to 3 Projects 4 to 5 Projects 6 to 7 Projects 8 or more projects	Marks 10 Marks 15 Marks 20 Marks 30 marks	
Presentation Evaluation (40 Marks)				
Bidders will be required to submit a technical proposal & may be invited to do a demo presentation making sure all the below-mentioned points are covered:				
Pre-1	Understanding of the project (how the solution proposed is relevant to the understanding)			10
Pre-2	1. Specific Approach and Methodology including- supply, installation, commission, integration, train and support along with Team structure and escalation matrix- ----- 25 Marks 2. Proposed timelines for execution----- 5 Marks			30
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.

Confidential Documents / NDA Clause (Masking Allowed)

In cases where the bidder is bound by confidentiality obligations or Non-Disclosure Agreements (NDAs) with its clients, and is therefore restricted from sharing complete documents, the bidder may submit masked or redacted copies of such documents as part of its proposal.

The masking/redaction may include sensitive information such as:

- Client financial details
- Commercial terms and fee structures
- Confidential project details not relevant to evaluation

However, the bidder must ensure that the submitted documents clearly reflect and substantiate the following minimum details:

- Name of the client/organization (may be partially masked where strictly required)
- Nature and scope of recruitment assignment
- Duration / timeframe of the assignment
- Client Location

In addition, the bidder shall provide a self-certification, duly signed by an authorized signatory, confirming that:

- The redacted information does not alter or misrepresent the facts of the assignment, and
- The submitted documents are true and correct to the best of their knowledge

NSDC reserves the right to:

- Seek additional clarifications or unredacted documents, if required, under strict confidentiality

- Verify the credentials with the client references provided by the bidder
- Failure to provide sufficient documentary evidence (even in redacted form) may result in such claims not being considered for evaluation.

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 Agency For Procurement, Supply, Installation, Commissioning Of Infrastructure Items Including It-Hardware, Security Systems, Furniture, HVAC Equipment

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)
1.	Bidder's Date of Incorporation/ Registration	
2.	Legal Form of Entity (Company LLP/Proprietorship/ Partnership firm)	
3.	Annual Turnover: 2025-26 (INR) 2024-25 (INR) 2023-24 (INR)	
4.	Net Worth (INR Crores) latest audited balance sheet	
5.	Work experience The bidder should have experience of at least 3 projects in India each of minimum project value INR 1 Cr (excluding taxes) or above in supply and installation of	

	similar nature of equipment OR IT infrastructure setup / smart classroom / lab setup / AR-VR lab.	
6	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.	
7	Non-Debarment & Integrity Undertaking	
8	Any under document (As required in the RFP)	

Form 3: Bidder Past Experience Form

RFP No.:

RFP Title:

1. Relevant Experience — 3 projects in India each of minimum project value INR 1 Cr (excluding taxes) or above in supply and installation of similar nature of equipment OR IT infrastructure setup / smart classroom / lab setup / AR-VR lab.

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 assignment details in the prescribed format.

Form 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
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	
8	Technical Proposal Submission Form	
9	Bidder Information Form + other information	
10	Any other requirements, if stipulated in ITB; or if considered relevant	

Form 5: Format for turnover and Financial Capability of Bidder

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

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

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

Signed by CA with UDIN /Statutory Auditors

(with seal & registration no.)

(Signature of Bidder) with SEAL

Form 6: 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 7: 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

OEM AUTHORIZATION LETTER FORMAT

To:	National Skill Development Corporation, Kaushal Bhawan, New Moti Bagh, New Delhi – 110023
Subject:	Manufacturer's / OEM Authorization Letter for RFP No. RFP/NSDC/Academy/2026/48

Dear Sir,

We, _____ (Name of the Manufacturer / OEM), having our registered office at _____, and being the manufacturer/developer of _____ (Name and description of goods /as per the RFP), do hereby authorize:

M/s _____ (Name and complete address of the Authorized Distributor / Dealer / System Integrator)

to participate in the above-referenced RFP, submit bids, negotiate, sign contracts, and execute supply, Installation, commissioning for the products manufactured/developed by us.

We hereby confirm and undertake that:

- We shall provide full OEM support, technical backing, warranty support, and product support for all goods/kits supplied against this RFP through our authorized representative.
- We shall be jointly and severally responsible for the satisfactory execution of the contract awarded to our authorized distributor/dealer/system integrator.
- Spare parts, modules, and accessories required for the supplied equipment/kits shall be available for the entire expected lifecycle of the equipment, as per OEM standards.
- For consumables identified in the bid, we confirm the list of consumable items and confirm that warranty does not extend to such consumables.
- The products supplied are new, unused, current models, not end-of-life, not end-of-sale, and not refurbished.
- Warranty period: AS MENTIONED IN THE RFP.

For and on behalf of the Manufacturer (OEM):

Authorized Signatory Name: _____

Designation: _____

Company Name: _____

Signature & Stamp: _____

Date: _____

Place: _____

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.

S.No.	Description of Product	UOM	Qty per Centre A	Rate (Without GST) B	Total Rate (excl. GST) (C=A*B)
SECTION A1 — WORKSTATION					
1	Intel Core i7 12th Generation or Higher Processor / Equivalent AMD Processor Minimum 16 GB DDR4 RAM (Expandable) 512 GB SSD Dedicated Graphics Card with Minimum 4 GB Graphics Memory suitable for Graphics Processing and Entry-Level AI/ML Workloads (e.g., NVIDIA GeForce Series, NVIDIA RTX Series, AMD Radeon Series, Intel Arc Series or Equivalent) 21.5" or Higher Full HD LED Monitor USB Keyboard & Optical Mouse Mid-Tower ATX Cabinet Minimum 450W SMPS with 80 Plus Certification Windows 11 Professional 64-bit Gigabit Ethernet TPM 2.0 BIS Certified Minimum 3 Years Comprehensive OEM Onsite Warranty	Nos.	90		
2	Monochrome Multifunction Laser Printer Print, Scan and Copy Functions Automatic Duplex Printing Wi-Fi and USB Connectivity A4 Paper Size Support Print Speed ≥20 Pages Per Minute (A4) Automatic Document Feeder (ADF) LCD Display Minimum 1 Year OEM Warranty	Nos.	1		
SECTION A2 — FURNITURE					
1	Wooden Computer Table 8 ft × 2 ft × 2.5 ft 25 mm thick Pre-Laminated Particle Board (PLPB)	Nos.	45		

S.No.	Description of Product	UOM	Qty per Centre A	Rate (Without GST) B	Total Rate (excl. GST) (C=A*B)
	conforming to IS 12823 Keyboard Tray and CPU Compartment PVC Edge Banding on Exposed Edges Minimum 1 Year Warranty against Manufacturing Defects				
2	Wooden Podium 3 ft × 2 ft × 2.5 ft 18 mm PLPB conforming to IS 12823 Integrated Microphone Provision Storage Shelf PVC Edge Banding Minimum 1 Year Warranty against Manufacturing Defects	Nos.	5		
3	P-Type Visitor Chair 1" (25.4 mm) Dia CR/MS Round Pipe, 16 Gauge, Epoxy Polyester Powder Coated Cushioned Seat and Back with Fabric Upholstery Fully Welded Construction No Sharp Edges Load Capacity ≥100 kg Minimum 1 Year Warranty against Manufacturing Defects	Nos.	90		
4	Staff Room Workstation MS Frame Construction (18 Gauge) with Powder-Coated Finish Marker Board Provision 25 mm PLPB Work Surface conforming to IS 12823 Cable Management Provision Minimum 1 Year Warranty against Manufacturing Defects	Nos.	5		
5	Revolving Office Chair with Netted Backrest Mesh/Netted Backrest Pneumatic Height Adjustment PP Armrests Nylon 5-Star Base with Castors 360° Swivel Mechanism Load Capacity ≥100 kg Minimum 1 Year Warranty against Manufacturing Defects	Nos.	10		
6	Wooden Storage Cabinet 8 ft Height × 8 ft Width × 20" Depth	Nos.	2		

S.No.	Description of Product	UOM	Qty per Centre A	Rate (Without GST) B	Total Rate (excl. GST) (C=A*B)
	PLPB Construction conforming to IS 12823 Glass Sliding Doors Multiple Shelves Lockable Storage PVC Edge Banding Minimum 1 Year Warranty against Manufacturing Defects				
7	3-Seater SS Coated Chair 3-Seater Seating System MS/SS Powder-Coated Structure Perforated Metal or Cushioned Seats Anti-Corrosive Finish Suitable for Institutional Use Minimum 1 Year Warranty against Manufacturing Defects	Nos.	2		
1	2 MP IP Dome Camera Minimum Resolution 1920 × 1080 (Full HD) Fixed Lens H.265/H.264 Video Compression IR Range ≥20 m PoE Support (IEEE 802.3af) Minimum IP66 Protection Day/Night Functionality Minimum 3 Years OEM Warranty	Nos.	20		
2	2 MP IP Network Dome Camera Minimum Resolution 1920 × 1080 (Full HD) Fixed Focal Lens H.265/H.264 Compression Face Recognition and People Counting Analytics IR Range ≥20 m PoE Support (IEEE 802.3af) Minimum IP66 Protection Day/Night Functionality Minimum 3 Years OEM Warranty	Nos.	19		
3	16-Channel Network Video Recorder (NVR) H.265/H.264 Compression HDMI and VGA Output Support for Remote	Nos.	3		

S.No.	Description of Product	UOM	Qty per Centre A	Rate (Without GST) B	Total Rate (excl. GST) (C=A*B)
	Monitoring and Playback ONVIF Compliant Storage Capacity Suitable for Minimum 30 Days Recording Minimum 3 Years OEM Warranty				
4	Gigabit PoE Switch Minimum 8 PoE Ports with IEEE 802.3af/at Support Layer 2 Managed/Unmanaged Rack/Desktop Mountable Minimum 3 Years OEM Warranty	Nos.	9		
5	9U Wall Mount Network Rack Powder-Coated CRCA Steel Construction Lockable Front Door Cable Entry Provision Ventilation Slots Minimum 1 Year Warranty	Nos.	6		
6	21.5" or Higher Full HD LED Monitor Resolution 1920 × 1080 HDMI/VGA Connectivity Ultra-Narrow Bezel Design Energy Efficient Minimum 3 Years OEM Warranty	Nos.	1		
7	25 mm ISI Marked PVC Conduit Pipe (Medium Duty) suitable for CCTV and Network Cabling	Mtrs.	550		
8	Biometric Attendance and Access Control Terminal Fingerprint Authentication with RFID Card Support TCP/IP and USB Communication LCD/TFT Display Standalone and Centralized Operation Minimum 1 Year OEM Warranty	Nos.	8		
9	Category 6 UTP Cable with PVC Conduit, Casing and Accessories Suitable for Gigabit Ethernet Applications	Mtrs.	75		
10	30W Public Address Mixer Amplifier USB Audio Playback	Nos.	8		

S.No.	Description of Product	UOM	Qty per Centre A	Rate (Without GST) B	Total Rate (excl. GST) (C=A*B)
	Support Multiple Microphone and Audio Inputs Suitable for Educational and Institutional Use Minimum 1 Year OEM Warranty				
11	19" Rack Mount 24-Port Cat 6 Patch Panel 1U Form Factor Suitable for Structured Cabling Systems	Nos.	6		
12	Electromagnetic Lock with Biometric Access Control Integration Minimum Holding Force as per OEM Standard Power Supply Unit Included Suitable for Access Control Applications Minimum 1 Year OEM Warranty	Nos.	2		
SECTION A4 — PA/AUDIO HEADSET SYSTEM					
1	15W Ceiling Mount Speaker Suitable for Public Address (PA) Systems Wide Frequency Response Flush Mount Design Suitable for Educational and Institutional Use Minimum 1 Year OEM Warranty	Nos.	16		
2	Wall Mount Speaker Minimum 15W Output Power Suitable for Public Address (PA) Systems Wide Frequency Response Adjustable Mounting Bracket Suitable for Educational and Institutional Use Minimum 1 Year OEM Warranty	Nos.	8		
3	Exit Switch for Access Control Systems Push-to-Exit Operation Surface/Flush Mount Type Compatible with Electromagnetic Locks and Access Control Systems Minimum 1 Year OEM Warranty	Nos.	1		
4	30W Public Address Mixer Amplifier USB Audio Playback	Nos.	7		

S.No.	Description of Product	UOM	Qty per Centre A	Rate (Without GST) B	Total Rate (excl. GST) (C=A*B)
	Support Multiple Microphone and Audio Inputs Built-in Volume and Tone Controls Suitable for Educational and Institutional Use Minimum 1 Year OEM Warranty				
5	Wireless Collar Microphone and Headset System UHF/VHF Technology Hands-Free Operation Rechargeable Transmitter and Receiver Suitable for Classroom, Training and Presentation Applications Minimum 1 Year OEM Warranty	Nos.	6		
SECTION A5 — AIR CONDITIONING					
1	2 Ton High Wall Split Air Conditioner Inverter Technology Minimum 5-Star BEE Rating Copper Condenser Coil Eco-Friendly Refrigerant (R32 or equivalent) Suitable for 230V ±10%, 50Hz Single Phase Supply Minimum 1 Year Comprehensive Warranty on Product and 5 Years on Compressor	Nos.	18		
2	Standard Installation including Indoor & Outdoor Unit Mounting, Electrical and Refrigerant Connections, Testing and Commissioning	Nos.	18		
3	Heavy-Duty Powder-Coated MS Outdoor Unit Stand suitable for 2 Ton Split AC	Nos.	18		
4	Voltage Stabilizer suitable for Offered AC Capacity Input Voltage Range: 140V-280V Minimum 1 Year OEM Warranty	Nos.	18		

S.No.	Description of Product	UOM	Qty per Centre A	Rate (Without GST) B	Total Rate (excl. GST) (C=A*B)
5	ISI Marked Copper Refrigerant Pipe with Thermal Insulation suitable for Offered AC	Per Mtr.	As actual		
6	Interconnecting Communication Cable suitable for Offered Split AC	Per Mtr.	As actual		
7	PVC Drain Pipe for Condensate Water Disposal	Per Mtr.	As actual		
8	Heavy-Duty ISI Marked Plug Top suitable for Offered AC Load	Nos.	18		
9	Thermal Insulation for Copper Refrigerant Piping	Nos.	As actual		
10	PVC Wrapping Tape for Refrigerant Pipe Insulation	Nos.	14		
11	Core Cutting for Wall/Slab Penetration as Required for AC Installation	Nos.	18		
SECTION A6 — SMART BOARD & WI-FI					
1	Interactive Flat Panel Display; minimum 75-inch (diagonal); UHD 4K resolution (3840×2160); minimum 10-point multi-touch; Android 11 or higher operating system; minimum brightness 350 nits; minimum 2× HDMI inputs; minimum 2× USB ports; integrated speakers; anti-glare toughened glass protection; OPS slot for expansion; wall-mount/trolley stand; minimum 3 years comprehensive OEM onsite warranty	Nos.	8		
2	High Configuration Wi-Fi – NETGEAR WAX 610 or equiv. Dual-Band Wi-Fi 6 Access Point IEEE 802.11ax Compliant Concurrent 2.4 GHz and 5 GHz Operation Gigabit Ethernet Port WPA2/WPA3 Security Support	Nos.	8		

S.No.	Description of Product	UOM	Qty per Centre A	Rate (Without GST) B	Total Rate (excl. GST) (C=A*B)
	Ceiling/Wall Mountable Centralized Management Capability Suitable for High-Density Educational Environments PoE Support Minimum 3 Years OEM Warranty				
SECTION A7 — AR/VR SETUP					
1	Professional Virtual Reality (VR) System Professional VR system supporting 6DoF tracking, high-resolution display, minimum 90 Hz refresh rate, handheld controllers, body tracking compatibility, OpenXR support, SDK compatibility (Unity/Unreal), installation, testing and commissioning.	Nos.	1		
2	Standalone Virtual Reality Headset Standalone VR headset with inside-out tracking, minimum 8 GB RAM, minimum 128 GB storage, colour passthrough capability, Wi-Fi 6 or higher, Bluetooth, rechargeable battery and enterprise deployment capability.	Nos.	3		
3	Smart AR Glasses Wearable smart AR glasses with integrated camera, microphone, speakers, wireless connectivity, voice commands, SLAM capability and SDK support for enterprise applications.	Nos.	1		
4	Mixed Reality Headset Mixed Reality headset with spatial computing, hand tracking, eye tracking, high-resolution stereoscopic display, spatial	Nos.	1		

S.No.	Description of Product	UOM	Qty per Centre A	Rate (Without GST) B	Total Rate (excl. GST) (C=A*B)
	audio, inside-out tracking and OpenXR-compatible SDK.				
5	Motion Tracking Kit Wireless body/object tracking devices compatible with supplied XR ecosystem, rechargeable battery, calibration accessories and low-latency communication.	Nos.	4		
6	Digital Content Creation Kit Professional editing controller with programmable controls and pressure-sensitive pen display/tablet compatible with standard XR content development software.	Nos.	1		
7	Professional Camera Tripod Heavy-duty adjustable tripod with quick-release mechanism, minimum load capacity suitable for professional cameras, height adjustment and anti-slip feet.	Nos.	4		
8	Mobile AR Learning Kit Mobile AR learning kit comprising Android tablet(s), mobile VR viewer(s), AR educational toolkit/models and compatible learning applications.	Nos.	1		
9	360° Camera System Professional 360° camera capable of recording 4K or higher resolution, image stabilization, removable storage, wireless connectivity and tripod compatibility.	Nos.	1		
10	High-Performance XR Workstation Desktop workstation with latest-generation multi-core processor, professional graphics card (minimum 12 GB VRAM),	Nos.	2		

S.No.	Description of Product	UOM	Qty per Centre A	Rate (Without GST) B	Total Rate (excl. GST) (C=A*B)
	minimum 64 GB RAM, SSD/HDD storage, 32-inch monitor, UPS, wireless keyboard & mouse and XR application compatibility.				
11	Simulation Control Kit Force-feedback steering controller, gear shifter, joystick/flight controller, simulator seat and compatible mounting accessories for immersive simulation applications.	Nos.	1		
12	XR Development Platform XR development software platform, professional display, teleprompter setup, professional 3D scanner and required accessories for XR application development.	Nos.	1		
13	XR Accessories & Consumables Essential accessories including headset cases, adapters, cables, extension boards, mounting fixtures, protective covers, tablet/laptop stands, microphones/audio mixer, lighting accessories and installation consumables.	Nos.	1		
14	Installation & Calibration Services Complete installation, assembly, pairing, calibration, testing, commissioning and operational handover of all XR equipment.	Nos.	1		
15	Cable Management System Cable trays, raceways, conduits, floor protection, cable routing, cable labels and safety accessories for laboratory installation.	Nos.	1		

S.No.	Description of Product	UOM	Qty per Centre A	Rate (Without GST) B	Total Rate (excl. GST) (C=A*B)
16	Essential Software Installation Installation, configuration, firmware updates, drivers, operating software, security updates and functionality testing for supplied systems.	Nos.	1		
17	Mixed Reality Studio Setup Chroma backdrop, support frame, flooring, soft safety boundaries, room carpeting and compatible lighting arrangement suitable for mixed reality applications.	Nos.	1		
18	Transportation & Logistics Packing, insured transportation, loading, unloading, delivery and logistics support up to the project site, including installation-related movement of equipment.	Nos.	1		
19	Storage Cabinet with Charging Facility Modular storage cabinet with lockable compartments, integrated charging provision, cable routing and durable engineered wood/steel construction.	Nos.	1		
20	Laboratory Furniture Ergonomic computer workstation tables, chairs, collaborative tables, visitor seating and soft seating suitable for XR laboratory environment.	Nos.	1 Set		
21	XR AI Starter Training Curriculum Instructor-led training curriculum, learning resources, project templates, faculty development programme, user manuals and knowledge transfer sessions including hands-on projects.	Nos.	1		

S.No.	Description of Product	UOM	Qty per Centre A	Rate (Without GST) B	Total Rate (excl. GST) (C=A*B)
Total Price					To be filled Here

1. The above price includes cost of supply, installation, commissioning and delivery charges (or All the Out of Pocket (OOP) expenses shall be borne by the bidder itself as per RFP.
2. NSDC reserves the right to increase or decrease the number of locations and/or quantities of items based on the specific lab requirements of the respective institution, at the same rates and on the same terms and conditions as specified in the RFP.
3. Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from Supplier warehouse to the consignee site, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as per Consignee List mentioned in the RFP shall also be borne by the Supplier.

Note*

- a) For the purpose of financial evaluation under the QCBS (Quality-cum-Cost Based Selection) methodology, a weightage of 30% shall be assigned to the Financial Proposal.
- b) The Total Financial Quote of the Bidder shall be calculated as the Total Cost of Category A.
- c) This Total Amount shall be considered for financial scoring.
- d) The bidder quoting the lowest Total financial Amount shall be awarded the maximum financial score (30 marks), and other bidders shall be scored proportionately using the formula.

However, the issuance of work order(s) shall be purely based on requirement, and may be released, as deemed appropriate.

NSDC reserves the right to:

- Modify the scope and quantity of work/item as per project requirements.

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 The National Skill Development Corporation (NSDC), a not-for-profit public limited company established under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of the Companies Act, 2013), operates as a Public-Private Partnership under the aegis of the Ministry of Skill Development and Entrepreneurship (MSDE), Government of India.
- 1.2 In furtherance of its mandate, NSDC proposes to establish Advanced Skill Labs, Smart Classrooms, Artificial Intelligence (AI) Labs, and associated Information Technology (IT) infrastructure, security systems, networking, furniture, HVAC and allied facilities across designated Higher Education Institutions (HEIs) situated across India.1.3 These facilities are intended to deliver future-ready, technology-enabled learning environments that enhance the employability of learners, embed emerging-technology competencies within mainstream higher education, and demonstrate a scalable, replicable model of advanced skilling infrastructure that can be deployed at a national scale.
- 1.4 NSDC intends to select a competent, experienced and financially sound Agency (hereinafter referred to as the “Successful Bidder”, “Agency” or “Service Provider”) through a transparent, fair and competitive procurement process conducted on the Quality-and-Cost Based Selection (QCBS) methodology, to undertake the end-to-end turnkey implementation of the said infrastructure.
- 1.5 This Terms of Reference (“TOR”) defines the objectives, scope of work, responsibilities of the Parties, deliverables, service levels, timelines, quality and governance requirements applicable to the assignment. The TOR shall be read in conjunction with the Instructions to Bidders, the Technical Specifications provided separately as Annexure-II, the eligibility and evaluation criteria, the financial formats, the draft Agreement and any / Addendum issued by NSDC, all of which together constitute the complete Request for Proposal (RFP).
- 1.6 The detailed technical specifications, configurations, indicative quantities and component-level descriptions of the items covered under this RFP are provided in Annexure- II. The technical scope shall comprise Category A: Technical Specification – Higher Education (extensive). Where any apparent inconsistency arises between this TOR and Annexure-II with respect to technical parameters, Annexure-II shall prevail.

2. Project Objectives

- 2.1 Procure, supply, install, test, commission and operationalise Advanced Skill Labs, Smart Classrooms, AI Labs and associated IT, networking, security, furniture, HVAC and AR/VR infrastructure on a complete turnkey basis across all designated HEIs in India.
- 2.2 Deliver standardised, uniform and quality-assured learning environments that conform to the prescribed technical specifications, applicable Bureau of Indian Standards (BIS), International Organization for Standardization (ISO) and Original Equipment Manufacturer (OEM) standards.
- 2.3 Ensure seamless integration of hardware, software, networking, audio-visual, smart classroom and AR/VR systems to create fully functional, ready-to-use facilities at each site.
- 2.4 Build institutional capacity through structured training and knowledge transfer to faculty, administrative staff and technical personnel of the host institutions.

2.5 Provide comprehensive warranty, maintenance and post-implementation technical support to ensure sustained availability and optimal performance of the deployed infrastructure throughout the applicable support period.

2.6 Establish a governance, monitoring and reporting framework that enables effective project management, transparency and accountability across all designated sites and milestones.

3. Scope of Work

The Successful Bidder shall be responsible for the complete, end-to-end turnkey execution of the assignment at all designated sites across India. The scope of work shall include, but not be limited to, the activities described below. The scope shall be deemed to include all incidental, allied and ancillary works necessary for the successful completion, commissioning and operationalisation of each facility, whether or not such works are expressly enumerated herein

3.1 Site Assessment and Validation

- 3.1.1 Conduct a detailed physical survey and assessment of each designated site to ascertain readiness for installation, including assessment of available space, layout, civil status, electrical provisioning, earthing, network availability, environmental conditions and access logistics.
- 3.1.2 Validate site-specific conditions against the prescribed specifications and prepare a Site Validation Report documenting observations relevant to deployment planning, execution readiness and installation requirements.
- 3.1.3 Capture geo-tagged photographs, measurements and site-condition records, and obtain formal sign-off of the site assessment from the host institution and the NSDC representative.
- 3.1.4 Site assessment shall be undertaken solely for deployment planning and execution readiness. The approved specifications, quantities and scope under the RFP shall remain unchanged.

3.2 Detailed Project Planning

- 3.2.1 Prepare and submit a comprehensive Project Implementation Plan covering work breakdown structure, site-wise deployment schedule, resource deployment plan, procurement plan, logistics plan, risk register and a master project schedule depicted through a Gantt chart or equivalent.
- 3.2.2 Define clear milestones, dependencies, critical path activities and review checkpoints aligned with the timelines stipulated in this TOR.
- 3.2.3 Establish a single integrated tracking mechanism / project dashboard for monitoring progress across all sites and obtain NSDC approval of the project plan prior to mobilisation.

3.3 Procurement and Supply of Equipment

- 3.3.1 Procure and supply all equipment, hardware, software, components, sub-assemblies, accessories, consumables, furniture and allied items strictly in accordance with Annexure-II, Purchase Order(s) and approved Site Allocation Plan.
- 3.3.2 Ensure that all supplied items are brand new, unused, unmodified, of the current production models supported by the OEM and not declared End-of-Life (EOL) or End-of-Sale (EOS).

- 3.3.3 Procure all items from authorised channels backed by valid OEM authorisation and warranty, and maintain complete traceability of source, batch and serial numbers for every item supplied.

3.4 Logistics and Transportation

- 3.4.1 Undertake all activities relating to packing, forwarding, inland transportation, freight, loading, unloading, handling, in-transit storage and safe delivery of all items from the source to the designated consignee sites.
- 3.4.2 Ensure safe and damage-free delivery of all materials to each site, including remote locations, and bear all costs and risks incidental to delivery up to the final destination.
- 3.4.3 Maintain delivery documentation including dispatch advices, delivery challans, packing lists and consignee acknowledgements for each site.

3.5 Installation and Integration

- 3.5.1 Carry out unpacking, assembly, mounting, installation, cabling, configuration and integration of all hardware, software, audio-visual, networking, security and AR/VR systems at each site in accordance with OEM guidelines and good engineering practice.
- 3.5.2 Integrate workstations, displays, smart boards, network devices, surveillance systems, access control, AR/VR equipment and allied systems into a cohesive, fully functional facility.
- 3.5.3 Undertake minor civil and turnkey works, provisioning of jigs, tools, fasteners and consumables, and cable management necessary to complete the installation.
- 3.5.4 Any defective, damaged, incompatible, incomplete or non-conforming item, component, equipment or work identified during installation, integration, testing or commissioning shall be rectified, repaired or replaced by the Agency at its sole cost and risk, without any additional financial implication to NSDC.

3.6 Electrical and Civil Readiness Requirements

- 3.6.1 Carry out electrical works within the scope of the lab/classroom envelope, including provisioning of power points, internal wiring, distribution, earthing, surge protection and connection to stabilisers / power-conditioning equipment as required.
- 3.6.2 Undertake associated minor civil readiness works such as fixing, mounting, partitioning, conduiting and finishing necessary for safe and proper installation of equipment and furniture.
- 3.6.3 The Successful Bidder shall satisfy itself regarding site conditions prior to execution and shall not be entitled to any additional cost, compensation, claim, variation order or extension of time on account of site conditions.

3.7 Smart Classroom, AI Lab and AR/VR Setup

- 3.7.1 Set up Smart Classrooms, AI Labs and associated learning facilities including interactive displays/smart boards, audio systems, computing infrastructure, peripherals and associated software, configured and ready for instructional use.
- 3.7.2 Install, license, configure and validate all required operating systems, application software and platforms, and ensure interoperability across the deployed ecosystem.
- 3.7.3 Supply, install, integrate, configure, calibrate and commission the AR/VR equipment and associated setup covered under Section A7 of Annexure-II, including the equipment,

accessories, workstation, software/platform components, laboratory furniture, installation, calibration and related services specified therein.

- 3.7.4 Demonstrate fully operational teaching-learning and immersive-learning scenarios at each facility to confirm readiness for use by faculty and learners.

3.8 Testing and Commissioning

- 3.8.1 Conduct comprehensive functional and performance testing of all supplied and installed equipment, systems and software at each site.
- 3.8.2 Rectify all defects, deficiencies, snags and non-conformities identified during testing, at the Agency's own cost, and re-test until satisfactory performance is achieved.
- 3.8.3 Commission each facility as a fully integrated, operational unit and submit a Commissioning Report duly countersigned by NSDC, the host institution and the Agency.

3.9 Documentation and Handover

- 3.9.1 Prepare and submit complete documentation for each site, including as-built drawings, network diagrams, configuration records, asset registers, warranty certificates, OEM datasheets, operation and maintenance (O&M) manuals and licence records.
- 3.9.2 Hand over each commissioned facility to the host institution along with the documentation set and obtain a signed Handover / Completion Certificate.

3.10 Training and Capacity Building

- 3.10.1 Provide structured training and orientation to faculty, technical staff and administrative personnel of each host institution on the operation, use, basic troubleshooting and upkeep of the deployed infrastructure, wherever applicable.
- 3.10.2 Provide training material, user guides and reference documentation, and ensure that designated personnel at each site are competent to operate the facility independently.
- 3.10.3 Conduct role-based training programmes for faculty, trainers, lab administrators, IT support staff and designated institutional representatives at each delivery location / institution, structured to the specific operational responsibilities of each category of personnel.
- 3.10.4 Impart hands-on operational training on all deployed equipment, smart classrooms, AI labs, networking, IT infrastructure and AR/VR systems installed at the respective site, ensuring that designated personnel acquire practical working familiarity with each system through supervised live operation.
- 3.10.5 Train designated personnel on basic troubleshooting, preventive maintenance, correct equipment handling and prescribed fault reporting procedures.
- 3.10.6 Demonstrate startup, shutdown, configuration and routine operational procedures for all deployed systems and equipment, and ensure that designated personnel are able to perform these procedures unaided.
- 3.10.7 Provide, in soft-copy format, all training materials, user manuals, standard operating procedures (SOPs), quick reference guides and operational documentation relevant to the deployed infrastructure at each site.

- 3.10.8 Maintain and submit attendance records and training completion reports for each site, capturing the names and designations of personnel trained, the modules covered and the dates of training.
- 3.10.9 Obtain from each host institution a written acknowledgement / sign-off confirming completion of the training imparted at that site.
- 3.10.10 Ensure that the training imparted constitutes adequate knowledge transfer sufficient to enable designated personnel at each site to independently operate, manage and sustain the deployed infrastructure without continued dependence on the Bidder.
- 3.10.11 Transfer to the designated representatives of each host institution all administrative credentials, licences, configuration records and operational documentation, wherever applicable, and obtain due acknowledgement of such transfer.
- 3.10.12 All costs towards training, demonstrations, travel, logistics, training material and knowledge transfer shall be deemed to be included in the Contract Price, and no separate or additional payment shall be admissible on this account.

3.11 Warranty and Technical Support

- 3.11.1 Provide comprehensive on-site warranty and technical support for all supplied equipment and systems for the warranty period stipulated in the RFP, including OEM-backed warranty for all items.
- 3.11.2 Attend to faults, defects and breakdowns within the defined Service Level Agreements (SLAs) and ensure repair or replacement of defective items free of cost during the warranty period.

3.12 Defect Liability Obligations

- 3.12.1 Be responsible for rectification of all defects in materials, workmanship, installation and performance that become apparent during the defect liability / warranty period.
- 3.12.2 Repair or replace, free of cost, any item or work found defective, and extend the warranty on any replaced item / corrected work for the prescribed period from the date of such replacement / rectification.

4. Supplier Responsibilities

Without prejudice to the obligations set out elsewhere in this TOR and the RFP, the Successful Bidder shall be responsible for the following:

4.1 End-to-End Turnkey Execution

Assume complete and undivided responsibility for the turnkey execution of the assignment from site assessment through procurement, supply, installation, integration, testing, commissioning, training, documentation, handover and warranty support, such that each facility is delivered fully operational and fit for purpose.

4.2 Coordination with OEMs

Coordinate with all relevant OEMs to ensure genuine supply, OEM-backed warranty, technical support, spares availability and timely resolution of escalated issues throughout the contract period.

4.3 Site-wise Deployment Planning

Prepare and execute site-wise deployment plans factoring in site readiness, logistics, sequencing and local conditions to achieve delivery within the stipulated timelines.

4.4 Quality Assurance

Implement a robust quality assurance and quality control regime across procurement, installation and commissioning, and ensure conformity of all deliverables to specifications and applicable standards.

4.5 Compliance with Specifications

Ensure strict compliance of all supplied items, configurations and works with Annexure-II; no deviation, substitution or downgrade shall be permitted without the prior written approval of NSDC.

4.6 Asset Tagging and Inventory Management

Carry out asset tagging of all supplied equipment with unique identifiers, maintain a site-wise asset register capturing make, model, serial number, location and warranty details, and reconcile inventory at handover.

4.7 Documentation and Reporting

Maintain and submit complete project documentation and periodic progress reports, and provide accurate, timely and verifiable information to NSDC as required.

4.8 Safety Compliance

Ensure adherence to all applicable safety, health and environmental norms during execution at every site, deploy trained personnel with appropriate safety measures, and be responsible for the safety of its personnel, the site and third parties during the works.

5. Delivery and Implementation Timelines

The Successful Bidder shall adhere to the implementation timelines specified below. The timelines indicated are per institution / site and shall run concurrently across sites in accordance with the approved deployment plan. Non-compliance with these timelines shall attract Liquidated Damages as provided in this TOR and the RFP.

S. No.	Milestone / Activity	Indicative Timeline
1	Mobilisation and submission of Project Implementation Plan	Within 7 days of issuance of Letter of Intent (LoI) / Notice to Proceed
2	Site validation and submission of Site Validation Report and Deployment Plan	Within 15 days of mobilisation
3	Review and acceptance of Site Validation Report and Deployment Plan by NSDC	Within 15 days of submission by the Agency
4	Procurement, delivery and receipt of items at each site	Within 60 days from acceptance of the Site Validation Report and Deployment Plan
5	Installation, integration and commissioning at each site	Within 30 days of delivery of equipment at site

6	Training and capacity building at each site	Concurrent with / within 7 days of commissioning
7	Final Acceptance Certificate	Within 7 days of completion of commissioning and training

NSDC reserves the right to revise the sequencing and phasing of sites and to issue site-wise Purchase Orders. The overall schedule shall be governed by the approved project plan and the Agreement.

6. Packaging, Transportation and Insurance

- 6.1 All goods shall be packed in strong, durable and appropriate packaging capable of withstanding, without limitation, the entire journey during transit including trans-shipment, rough handling and open storage, without damage or deterioration, taking into account the remoteness of the final destinations and the availability of transport and handling facilities en route.
- 6.2 The Agency shall be responsible for all packing, forwarding, inland transportation, freight, loading, unloading, handling and in-transit storage up to safe delivery at the consignee sites, and all such costs shall be borne by the Agency.
- 6.3 The Agency shall insure all goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The transit risk shall be covered by the Agency through adequate insurance, and the Agency shall remain responsible until the entire equipment contracted for arrives in good condition at the consignee/destination site on a free-delivery basis.
- 6.4 The insurance cover shall be obtained by the Agency and shall remain valid until at least three (3) months after receipt and acceptance of the goods by the consignee.

7. Quantity and Quality Requirements

- 7.1 The quantities to be supplied shall be as specified in Annexure-II, Purchase Order(s), and site allocations communicated by NSDC from time to time. NSDC reserves the right to increase or decrease the number of sites and/or quantities within the overall scope of the Project on the same rates, terms and conditions.
- 7.2 New and unused equipment only: All items shall be brand new, unused and unmodified, supplied in original OEM packaging.
- 7.3 No refurbished / reconditioned items: No refurbished, reconditioned, second-hand, duplicate or counterfeit items shall be supplied under any circumstances.
- 7.4 Latest commercially available models: All items shall be the latest commercially available models as on the date of supply and shall not be end-of-life (EOL), end-of-sale (EOS) or obsolete.
- 7.5 Compliance with BIS/ISO/OEM standards: All items and works shall conform to applicable BIS, ISO and OEM standards and to all relevant statutory and regulatory requirements.
- 7.6 Inspection rights of NSDC: NSDC and/or its nominated representatives shall have the right to inspect and test any item or work, at the manufacturing premises, dispatch stage or site, and to reject any item or work that does not conform to the prescribed specifications and standards, with such non-conforming items / works to be replaced or rectified by the Agency free of cost.

8. Quality Assurance Framework

The Agency shall establish and operate a structured Quality Assurance (QA) framework covering the full delivery lifecycle. The framework shall include the following elements:

8.1 Factory Quality Certification

Submit OEM/factory quality certifications, test certificates and conformity documentation evidencing that the supplied items meet the prescribed quality and performance standards.

8.2 Pre-Dispatch Inspection

Facilitate pre-dispatch inspection (PDI) of goods, where required by NSDC, prior to dispatch from the supplier's/OEM's premises, and provide all reasonable facilities, access and documentation for such inspection.

8.3 Site Acceptance Testing

Conduct Site Acceptance Testing (SAT) at each site to verify correct installation, integration and functioning of all equipment and systems against the acceptance criteria.

8.4 Commissioning Certification

Obtain Commissioning Certification for each site, duly countersigned by NSDC, the host institution and the Agency, confirming successful installation, integration and commissioning.

8.5 Performance Verification

Carry out performance verification of the commissioned facility against defined performance parameters, and demonstrate sustained, stable and fault-free operation prior to final acceptance.

NSDC's contractual right to inspect, test and, if necessary, reject goods after their arrival at the final destination shall not be affected by any prior inspection, testing or clearance, including any pre-dispatch inspection.

9. Service Level Agreements (SLAs)

During the warranty and support period, the Agency shall meet the Service Levels specified below. The SLA parameters and thresholds indicated are minimums and shall be read together with the detailed SLA framework in the Agreement. Breach of SLAs shall attract penalties as provided in this TOR and the RFP.

SLA Parameter	Description	Target / Threshold
Response Time	Time to acknowledge and respond to a logged fault/incident from the time of reporting	Within 4 business hours of fault logging
Resolution Time – Critical	Time to resolve a critical fault rendering a lab/facility non-operational, including provision of a standby where required	Within 1 business day (24 hours)
Resolution Time – Non-Critical	Time to resolve a non-critical/minor fault not affecting core operations	Within 3 business days

Escalation Matrix	Multi-level escalation (Level 1 support → Project Manager → Account/Service Head) with defined timelines for unresolved incidents	As per defined escalation timelines
Uptime Commitment	Minimum availability of each commissioned facility/system over the measurement period	Measured monthly on commissioned systems
Support Obligations	Helpdesk / single point of contact for fault logging, tracking and reporting; availability of spares and OEM support	Helpdesk during business hours; POC available as defined

The Agency shall maintain auditable records of all incidents, response and resolution times, and shall submit periodic SLA-compliance reports to NSDC. Persistent or repeated SLA breaches shall, without prejudice to penalties, entitle NSDC to invoke remedies available under the Agreement.

10. Deliverables and Milestones

The Agency shall submit the deliverables and achieve the milestones set out below for each site / phase. Acceptance of deliverables shall be subject to review and written approval by NSDC.

S. No. / Milestone	Associated Deliverables
1 Project Mobilisation	Project Implementation Plan, deployment schedule, resource and risk plan, governance framework
2 Site Assessment	Site-readiness reports, Site Validation Report and Deployment Plan, layout/network drawings, geo-tagged records
3 Supply & Delivery	Delivery challans, packing lists, consignee acknowledgements, insurance documents
4 Installation & Integration	Installation reports, configuration records, integration test logs
5 Testing & Commissioning	Commissioning Report (countersigned), SAT records, snag-closure reports
6 Documentation & Handover	As-built drawings, asset register, O&M manuals, warranty certificates, Handover/Completion Certificate
7 Post-Implementation Support	Periodic SLA-compliance and support reports during the warranty/AMC period

11. Warranty, AMC and Post-Implementation Support

11.1 The Agency shall warrant that all goods are new, unused and of the most recent/current models, and that they incorporate all recent improvements in design and materials. The warranty shall remain valid for the period stipulated in the RFP (minimum twelve (12) months) from the date of successful installation, commissioning and training at each site, evidenced by the duly signed Commissioning/Completion Certificate.

- 11.2 During the warranty period, the Agency shall provide comprehensive on-site warranty support covering repair and free-of-cost replacement of defective items, attend to faults within the SLA timelines, and ensure OEM-backed support and availability of spares.
- 11.3 Where Annual Maintenance Contract (AMC) / post-warranty support is provided for under the RFP, the Agency shall provide comprehensive maintenance and support for the contracted period on the agreed terms, including preventive and corrective maintenance and SLA-governed fault resolution.
- 11.4 In case of replacement of any defective item or part during the warranty period, the warranty on the replaced/corrected item shall be extended for a further period of twelve (12) months from the date of replacement/rectification.
- 11.5 The Agency shall ensure availability of spare parts and accessories for the supplied equipment for minimum Seven (7) years from date of supply or OEM-supported lifecycle, whichever is higher.

12. Reporting and Review Mechanism

- 12.1 Submit weekly progress updates and consolidated monthly progress reports covering site-wise status, milestones achieved, issues, risks, deviations and planned activities.
- 12.2 Maintain a project dashboard / tracker providing real-time or near-real-time visibility of progress across all sites, accessible to NSDC.
- 12.3 Participate in periodic review meetings (fortnightly/monthly or as required) with NSDC and host institutions, and record and act upon the minutes and action points arising therefrom.
- 12.4 Submit milestone-completion reports, commissioning reports, sign-off, SLA-compliance reports and any other reports reasonably required by NSDC, in the prescribed formats and timelines.

13. Acceptance Criteria

- 13.1 Supply of all items strictly as per Annexure-II, Purchase Order(s) and approved Site Allocation Plan.
- 13.2 Successful installation, integration and commissioning of all equipment and systems, demonstrated through functional and performance testing.
- 13.3 Completion of training and submission of the complete documentation set, including as-built drawings, asset register, O&M manuals and warranty certificates.
- 13.4 Submission of the Commissioning Report and Handover/Completion Certificate, duly countersigned by NSDC, the host institution and the Agency.

Acceptance shall be deemed to have occurred only upon issuance of written acceptance/sign-off by the authorised NSDC representative. No deliverable shall be deemed accepted by reason of payment, use or lapse of time alone.

14. Liquidated Damages and Penalty Framework

Time and quality being of the essence, the Agency shall be liable for Liquidated Damages (LD) and penalties for delay, sub-standard performance and SLA breaches as set out below. LD and penalties shall be without prejudice to NSDC's other rights and remedies, including encashment of the Performance Security and termination. LD/penalties may be deducted from any invoice/payment due or recovered from the Performance Security at NSDC's discretion.

Sl. No.	Milestone	Prescribed Timeline	LD for Delay / Maximum LD
1	Execution of Agreement	Within 15 days of issuance of Letter of Intent (LoI)	0.25% of total Contract Value / PO Value per week or part thereof; maximum 2%
2	Submission of approved Bill of Materials (BOM) / Quotations	Within 15 days of execution of Agreement	0.5% per week or part thereof; maximum 3%
3	Procurement, delivery and receipt of Infrastructure Items at each designated site	Within 60 days from NSDC's written approval of the BOM	0.5% per week or part thereof; maximum 5%
4	Installation, integration and commissioning of Infrastructure Items at each designated site	Within 30 days from delivery of equipment at site	0.5% per week or part thereof; maximum 5%
5	Submission of Commissioning Report duly countersigned by NSDC, Host Institution and Selected Bidder	Within 7 days from completion of commissioning	0.25% per week or part thereof; maximum 2%

Quality-Linked Liquidated Damages (LD)

Sl. No.	Event / Non-Compliance	Penalty / Action
1	Supply of sub-standard materials, deviation from approved specifications, improper installation, poor workmanship, or failure to meet performance requirements	LD of 0.5% of total Contract Value / PO Value per instance of non-compliance, subject to a maximum of 5% of total Contract Value / PO Value
2	Deficient work/items identified by NSDC	Bidder must rectify, replace, or re-execute at its own cost within timeline specified by NSDC
3	Delay in rectification/replacement	Additional timeline-based LD applicable as per milestone table
4	Repeated or material quality failures	NSDC may reject deliverables, cancel Work Order/Contract (whole or part), and/or invoke Performance Security / Advance Payment Security
5	Determination of quality deficiency	Decision of NSDC shall be final and binding

The specific rates, caps and computation methodology shall be as finally stipulated in the RFP and the Agreement. The decision of NSDC regarding determination of delay, quality deficiency, SLA breach and imposition of LD/penalty shall be final and binding. Repeated quality deficiencies, repeated supply of non-conforming items, persistent SLA breaches or recurring failures in performance may be treated as a material breach of the Contract and may attract appropriate contractual remedies, including termination, at the discretion of NSDC. Notwithstanding anything contained herein, for delays, SLA breaches, performance deficiencies, or any breach of terms and conditions specifically covered under the LD framework, the LD/penalty stipulated shall apply. However, in the event that NSDC suffers any loss, damage, fine, penalty, liability, or expense exceeding such LD amounts, including but not limited to those arising from breach of any terms and conditions of the Agreement, statutory non-compliance, or third-party claims, NSDC shall have the right to recover such excess amount in accordance with the penalty and indemnity provisions of the Agreement.

16. Payment Terms

- 16.1 All payments will be made to the Bidder in Indian Rupees only.
- 16.2 An advance payment equivalent to forty percent (40%) of the total Contract Value / Purchase Order (PO) Value shall be released to the Successful Bidder upon signing of the Agreement, subject to submission of an irrevocable and unconditional Advance Payment Bank Guarantee (APBG) of an equivalent amount.
- 16.3 An amount equal to thirty percent (30%) of the total contract value / PO Value shall be released upon successful supply/delivery of materials/equipment as per the approved scope of work and subject to verification and acceptance by the Institute or an authorised NSDC official.
- 16.4 The balance thirty percent (30%) of the total contract value / PO Value shall be released after successful installation, commissioning, and completion of the entire scope of work, and upon submission of a satisfactory completion report duly certified by the authorised NSDC official, along with inspection, testing, and final acceptance.
- 16.5 In case the Bidder opts not to avail the advance payment facility,

Sixty percent (60%) of the total Contract Value / PO Value shall be released upon successful supply/delivery of materials/equipment; The balance forty percent (40%) of each institute Contract Value / PO Value shall be released after a period of 30 days from the date of completion of installation and commissioning, subject to satisfactory performance of the installed systems and successful inspection, verification, and acceptance by the Institute and/or an authorized NSDC official.

17. Pan-India Delivery Locations

- 17.1 The delivery and implementation scope under this RFP shall be Pan-India. There shall be no zone-wise division, zone-wise bidding, zone-wise evaluation or zone-wise allocation of the scope.
- 17.2 The designated delivery locations shall comprise Higher Education Institutions (HEIs) identified by NSDC from time to time across India. The site-wise locations, quantities and deployment sequence shall be communicated through the approved Site Allocation Plan and/or Purchase Order(s) / Work Order(s) issued by NSDC.
- 17.3 The Successful Bidder shall be responsible for end-to-end delivery, installation, commissioning, training, documentation and warranty/support services at all locations allocated by NSDC on a

Pan-India basis, including locations that may be geographically remote or require additional logistics planning.

17.4 No bidder shall be restricted to or required to bid for any particular geographical zone. The Agency shall plan and execute the assignment in accordance with the site-wise deployment plan approved by NSDC.

17.5 NSDC reserves the right to revise the sequencing, phasing, number of sites and/or quantities within the overall scope of the Project, subject to the terms and conditions of the RFP and Agreement.

18. State-wise Tentative Delivery Location

State	Count
Tamil Nadu	2
Karnataka	2
Uttar Pradesh	1
Maharashtra	1
Punjab	2
Madhya Pradesh	2
Chhattisgarh	2
West Bengal	2
Uttarakhand	2
Haryana	1
Andhra Pradesh	1
Telangana	1
Total	18

Technical Specification**Market Reputed Brand****Category A: TECHNICAL SPECIFICATION: Higher Education (extensive)**

S.No.	Description of Product	UOM	Qty per Centre	Compliance (Bidder to Fill)
SECTION A1 — WORKSTATION				
1	Intel Core i7 12th Generation or Higher Processor / Equivalent AMD Processor Minimum 16 GB DDR4 RAM (Expandable) 512 GB SSD Dedicated Graphics Card with Minimum 4 GB Graphics Memory suitable for Graphics Processing and Entry-Level AI/ML Workloads (e.g., NVIDIA GeForce Series, NVIDIA RTX Series, AMD Radeon Series, Intel Arc Series or Equivalent) 21.5" or Higher Full HD LED Monitor USB Keyboard & Optical Mouse Mid-Tower ATX Cabinet Minimum 450W SMPS with 80 Plus Certification Windows 11 Professional 64-bit Gigabit Ethernet TPM 2.0 BIS Certified Minimum 3 Years Comprehensive OEM Onsite Warranty	Nos.	90	
2	Monochrome Multifunction Laser Printer Print, Scan and Copy Functions Automatic Duplex Printing Wi-Fi and USB Connectivity A4 Paper Size Support Print Speed ≥20 Pages Per Minute (A4) Automatic Document Feeder (ADF) LCD Display Minimum 1 Year OEM Warranty	Nos.	1	
SECTION A2 — FURNITURE				
1	Wooden Computer Table 8 ft × 2 ft × 2.5 ft 25 mm thick Pre-Laminated Particle Board (PLPB) conforming to IS 12823 Keyboard Tray and CPU Compartment PVC Edge Banding on Exposed Edges Minimum 1 Year Warranty against Manufacturing Defects	Nos.	45	
2	Wooden Podium 3 ft × 2 ft × 2.5 ft 18 mm PLPB conforming to IS 12823 Integrated Microphone Provision Storage Shelf PVC Edge Banding Minimum 1 Year Warranty against Manufacturing Defects	Nos.	5	

S.No.	Description of Product	UOM	Qty per Centre	Compliance (Bidder to Fill)
3	P-Type Visitor Chair 1" (25.4 mm) Dia CR/MS Round Pipe, 16 Gauge, Epoxy Polyester Powder Coated Cushioned Seat and Back with Fabric Upholstery Fully Welded Construction No Sharp Edges Load Capacity ≥100 kg Minimum 1 Year Warranty against Manufacturing Defects	Nos.	90	
4	Staff Room Workstation MS Frame Construction (18 Gauge) with Powder-Coated Finish Marker Board Provision 25 mm PLPB Work Surface conforming to IS 12823 Cable Management Provision Minimum 1 Year Warranty against Manufacturing Defects	Nos.	5	
5	Revolving Office Chair with Netted Backrest Mesh/Netted Backrest Pneumatic Height Adjustment PP Armrests Nylon 5-Star Base with Castors 360° Swivel Mechanism Load Capacity ≥100 kg Minimum 1 Year Warranty against Manufacturing Defects	Nos.	10	
6	Wooden Storage Cabinet 8 ft Height × 8 ft Width × 20" Depth PLPB Construction conforming to IS 12823 Glass Sliding Doors Multiple Shelves Lockable Storage PVC Edge Banding Minimum 1 Year Warranty against Manufacturing Defects	Nos.	2	
7	3-Seater SS Coated Chair 3-Seater Seating System MS/SS Powder-Coated Structure Perforated Metal or Cushioned Seats Anti-Corrosive Finish Suitable for Institutional Use Minimum 1 Year Warranty against Manufacturing Defects	Nos.	2	
1	2 MP IP Dome Camera Minimum Resolution 1920 × 1080 (Full HD) Fixed Lens H.265/H.264 Video Compression IR Range ≥20 m PoE Support (IEEE 802.3af) Minimum IP66 Protection Day/Night Functionality Minimum 3 Years OEM Warranty	Nos.	20	
2	2 MP IP Network Dome Camera Minimum Resolution 1920 × 1080 (Full HD) Fixed Focal Lens H.265/H.264 Compression Face Recognition and People Counting Analytics IR	Nos.	19	

S.No.	Description of Product	UOM	Qty per Centre	Compliance (Bidder to Fill)
	Range ≥ 20 m PoE Support (IEEE 802.3af) Minimum IP66 Protection Day/Night Functionality Minimum 3 Years OEM Warranty			
3	16-Channel Network Video Recorder (NVR) H.265/H.264 Compression HDMI and VGA Output Support for Remote Monitoring and Playback ONVIF Compliant Storage Capacity Suitable for Minimum 30 Days Recording Minimum 3 Years OEM Warranty	Nos.	3	
4	Gigabit PoE Switch Minimum 8 PoE Ports with IEEE 802.3af/at Support Layer 2 Managed/Unmanaged Rack/Desktop Mountable Minimum 3 Years OEM Warranty	Nos.	9	
5	9U Wall Mount Network Rack Powder-Coated CRCA Steel Construction Lockable Front Door Cable Entry Provision Ventilation Slots Minimum 1 Year Warranty	Nos.	6	
6	21.5" or Higher Full HD LED Monitor Resolution 1920 $\times$ 1080 HDMI/VGA Connectivity Ultra-Narrow Bezel Design Energy Efficient Minimum 3 Years OEM Warranty	Nos.	1	
7	25 mm ISI Marked PVC Conduit Pipe (Medium Duty) suitable for CCTV and Network Cabling	Mtrs.	550	
8	Biometric Attendance and Access Control Terminal Fingerprint Authentication with RFID Card Support TCP/IP and USB Communication LCD/TFT Display Standalone and Centralized Operation Minimum 1 Year OEM Warranty	Nos.	8	
9	Category 6 UTP Cable with PVC Conduit, Casing and Accessories Suitable for Gigabit Ethernet Applications	Mtrs.	75	
10	30W Public Address Mixer Amplifier USB Audio Playback Support Multiple Microphone and Audio Inputs Suitable for Educational and Institutional Use Minimum 1 Year OEM Warranty	Nos.	8	

S.No.	Description of Product	UOM	Qty per Centre	Compliance (Bidder to Fill)
11	19" Rack Mount 24-Port Cat 6 Patch Panel 1U Form Factor Suitable for Structured Cabling Systems	Nos.	6	
12	Electromagnetic Lock with Biometric Access Control Integration Minimum Holding Force as per OEM Standard Power Supply Unit Included Suitable for Access Control Applications Minimum 1 Year OEM Warranty	Nos.	2	
SECTION A4 — PA/AUDIO HEADSET SYSTEM				
1	15W Ceiling Mount Speaker Suitable for Public Address (PA) Systems Wide Frequency Response Flush Mount Design Suitable for Educational and Institutional Use Minimum 1 Year OEM Warranty	Nos.	16	
2	Wall Mount Speaker Minimum 15W Output Power Suitable for Public Address (PA) Systems Wide Frequency Response Adjustable Mounting Bracket Suitable for Educational and Institutional Use Minimum 1 Year OEM Warranty	Nos.	8	
3	Exit Switch for Access Control Systems Push-to-Exit Operation Surface/Flush Mount Type Compatible with Electromagnetic Locks and Access Control Systems Minimum 1 Year OEM Warranty	Nos.	1	
4	30W Public Address Mixer Amplifier USB Audio Playback Support Multiple Microphone and Audio Inputs Built-in Volume and Tone Controls Suitable for Educational and Institutional Use Minimum 1 Year OEM Warranty	Nos.	7	
5	Wireless Collar Microphone and Headset System UHF/VHF Technology Hands-Free Operation Rechargeable Transmitter and Receiver Suitable for Classroom, Training and Presentation Applications Minimum 1 Year OEM Warranty	Nos.	6	
SECTION A5 — AIR CONDITIONING				
1	2 Ton High Wall Split Air Conditioner Inverter Technology Minimum 5-Star BEE Rating	Nos.	18	

S.No.	Description of Product	UOM	Qty per Centre	Compliance (Bidder to Fill)
	Copper Condenser Coil Eco-Friendly Refrigerant (R32 or equivalent) Suitable for 230V $\pm 10\%$, 50Hz Single Phase Supply Minimum 1 Year Comprehensive Warranty on Product and 5 Years on Compressor			
2	Standard Installation including Indoor & Outdoor Unit Mounting, Electrical and Refrigerant Connections, Testing and Commissioning	Nos.	18	
3	Heavy-Duty Powder-Coated MS Outdoor Unit Stand suitable for 2 Ton Split AC	Nos.	18	
4	Voltage Stabilizer suitable for Offered AC Capacity Input Voltage Range: 140V–280V Minimum 1 Year OEM Warranty	Nos.	18	
5	ISI Marked Copper Refrigerant Pipe with Thermal Insulation suitable for Offered AC	Per Mtr.	As actual	
6	Interconnecting Communication Cable suitable for Offered Split AC	Per Mtr.	As actual	
7	PVC Drain Pipe for Condensate Water Disposal	Per Mtr.	As actual	
8	Heavy-Duty ISI Marked Plug Top suitable for Offered AC Load	Nos.	18	
9	Thermal Insulation for Copper Refrigerant Piping	Nos.	As actual	
10	PVC Wrapping Tape for Refrigerant Pipe Insulation	Nos.	14	
11	Core Cutting for Wall/Slab Penetration as Required for AC Installation	Nos.	18	
SECTION A6 — SMART BOARD & WI-FI				
1	Interactive Flat Panel Display; minimum 75-inch (diagonal); UHD 4K resolution (3840×2160); minimum 10-point multi-touch; Android 11 or higher operating system; minimum brightness 350 nits; minimum 2× HDMI inputs; minimum 2× USB ports; integrated speakers; anti-glare toughened glass protection; OPS slot for expansion; wall-mount/trolley stand; minimum 3 years comprehensive OEM onsite warranty	Nos.	8	

S.No.	Description of Product	UOM	Qty per Centre	Compliance (Bidder to Fill)
2	High Configuration Wi-Fi – NETGEAR WAX 610 or equiv. Dual-Band Wi-Fi 6 Access Point IEEE 802.11ax Compliant Concurrent 2.4 GHz and 5 GHz Operation Gigabit Ethernet Port WPA2/WPA3 Security Support Ceiling/Wall Mountable Centralized Management Capability Suitable for High-Density Educational Environments PoE Support Minimum 3 Years OEM Warranty	Nos.	8	
SECTION A7 – AR/VR SETUP				
1	Professional Virtual Reality (VR) System Professional VR system supporting 6DoF tracking, high-resolution display, minimum 90 Hz refresh rate, handheld controllers, body tracking compatibility, OpenXR support, SDK compatibility (Unity/Unreal), installation, testing and commissioning.	Nos.	1	
2	Standalone Virtual Reality Headset Standalone VR headset with inside-out tracking, minimum 8 GB RAM, minimum 128 GB storage, colour passthrough capability, Wi-Fi 6 or higher, Bluetooth, rechargeable battery and enterprise deployment capability.	Nos.	3	
3	Smart AR Glasses Wearable smart AR glasses with integrated camera, microphone, speakers, wireless connectivity, voice commands, SLAM capability and SDK support for enterprise applications.	Nos.	1	
4	Mixed Reality Headset Mixed Reality headset with spatial computing, hand tracking, eye tracking, high-resolution stereoscopic display, spatial audio, inside-out tracking and OpenXR-compatible SDK.	Nos.	1	
5	Motion Tracking Kit Wireless body/object tracking devices compatible with supplied XR ecosystem, rechargeable battery, calibration accessories and low-latency communication.	Nos.	4	
6	Digital Content Creation Kit Professional editing controller with programmable controls and pressure-sensitive pen display/tablet	Nos.	1	

S.No.	Description of Product	UOM	Qty per Centre	Compliance (Bidder to Fill)
	compatible with standard XR content development software.			
7	Professional Camera Tripod Heavy-duty adjustable tripod with quick-release mechanism, minimum load capacity suitable for professional cameras, height adjustment and anti-slip feet.	Nos.	4	
8	Mobile AR Learning Kit Mobile AR learning kit comprising Android tablet(s), mobile VR viewer(s), AR educational toolkit/models and compatible learning applications.	Nos.	1	
9	360° Camera System Professional 360° camera capable of recording 4K or higher resolution, image stabilization, removable storage, wireless connectivity and tripod compatibility.	Nos.	1	
10	High-Performance XR Workstation Desktop workstation with latest-generation multi-core processor, professional graphics card (minimum 12 GB VRAM), minimum 64 GB RAM, SSD/HDD storage, 32-inch monitor, UPS, wireless keyboard & mouse and XR application compatibility.	Nos.	2	
11	Simulation Control Kit Force-feedback steering controller, gear shifter, joystick/flight controller, simulator seat and compatible mounting accessories for immersive simulation applications.	Nos.	1	
12	XR Development Platform XR development software platform, professional display, teleprompter setup, professional 3D scanner and required accessories for XR application development.	Nos.	1	
13	XR Accessories & Consumables Essential accessories including headset cases, adapters, cables, extension boards, mounting fixtures, protective covers, tablet/laptop stands, microphones/audio mixer, lighting accessories and installation consumables.	Nos.	1	
14	Installation & Calibration Services Complete installation, assembly, pairing, calibration,	Nos.	1	

S.No.	Description of Product	UOM	Qty per Centre	Compliance (Bidder to Fill)
	testing, commissioning and operational handover of all XR equipment.			
15	Cable Management System Cable trays, raceways, conduits, floor protection, cable routing, cable labels and safety accessories for laboratory installation.	Nos.	1	
16	Essential Software Installation Installation, configuration, firmware updates, drivers, operating software, security updates and functionality testing for supplied systems.	Nos.	1	
17	Mixed Reality Studio Setup Chroma backdrop, support frame, flooring, soft safety boundaries, room carpeting and compatible lighting arrangement suitable for mixed reality applications.	Nos.	1	
18	Transportation & Logistics Packing, insured transportation, loading, unloading, delivery and logistics support up to the project site, including installation-related movement of equipment.	Nos.	1	
19	Storage Cabinet with Charging Facility Modular storage cabinet with lockable compartments, integrated charging provision, cable routing and durable engineered wood/steel construction.	Nos.	1	
20	Laboratory Furniture Ergonomic computer workstation tables, chairs, collaborative tables, visitor seating and soft seating suitable for XR laboratory environment.	Nos.	1 Set	
21	XR AI Starter Training Curriculum Instructor-led training curriculum, learning resources, project templates, faculty development programme, user manuals and knowledge transfer sessions including hands-on projects.	Nos.	1	

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.
- g) the Service Provider fails to supply, install, integrate, commission or deliver the Services/Infrastructure Items, or persistently under-performs, or fails to meet the prescribed timelines, specifications, quality standards or Service Levels;
- h) Service Provider fails to furnish or maintain a valid Performance Security within the prescribed period.

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.

7.6 Upon termination, NSDC shall be entitled to invoke and encash the Performance Security / Performance Bank Guarantee, recover Liquidated Damages and any loss, cost or damage suffered, and get the balance Services executed through any other agency at the sole risk and cost of the Agency and recover from the Agency any additional expenditure, losses, damages or costs incurred by NSDC on account of such alternative execution.

8. Service Provider's Representation and Warranties

The Service Provider represents and warrants that:

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

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

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

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

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

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

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

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

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

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

9. Performance Guarantee:

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

9.2. The PBG shall remain valid throughout the Term of the Agreement and for a further period of three (3) months or ninety (90) days, following the expiry or termination (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 bidders, 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 incapacity 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 Bidder.
- 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 Bidder, 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 out 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's 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's 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's 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's 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 or 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 Provider 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

Schedule V

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

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

To: _____ [name of Purchaser]

_____ [address of Purchaser]

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the Agreement or of the Goods and related Services to be supplied thereunder or of any of the Agreement documents which may be made between you and the Applicant shall in any way

release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

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

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

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

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@c1india.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.