STANDARD PROCUREMENT DOCUMENT

Request for Proposal
for
Selection of a Technology Agency for the setup of the outcomes verification platform (NSDC Intelligence Unit - NIU) under the Skills Outcomes Fund (SOF) Programme

BID NO: RFP/NSDC/Outcome Based Financing/2026/60

Department- Outcome Based Financing

Important Dates:

Event	Date / Mode
Date of commencement of RFP	21st Aug 2026
Pre-bid meeting date and timing	27th Aug 2026 and 1500 hrs
Virtual, MS Teams Link	**Join:** https://teams.microsoft.com/meet/458356334577204?p=9CSXSn8BpZbIIOIxr3 Meeting ID: 458 356 334 577 204 Passcode: tj9KE9oR
Last date and time for Receipt of Queries on procurement@nsdcindia.org	3rd Sep 2026 and 1800 hrs
Last Date & Time of Submission	18th Sept 2026 and 1800 hrs
Place of Submission	https://nsdc.eproc.in/

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SECTION I: INSTRUCTIONS TO BIDDER (ITB)

A. General Provisions

1. Definitions

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

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

1.3 "Client" means "NSDC" i.e. "National Skill Development Corporation".

1.4 "Bidder" means any consultant, firm, company, limited liability partnership, or other legal entity, including any consortium or joint venture (if allowed under RFP), that submits a Proposal in response to this RFP issued by National Skill Development Corporation, and includes its permitted successors and assigns.

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

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

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

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

1.9 "Government" means the Government of India.

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

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

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

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

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

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

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

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

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

2. Introduction

2.1 National Skill Development Corporation (NSDC), the client, intends to select a Technology Agency for the setup of the outcomes verification platform (NSDC Intelligence Unit - NIU) under the Skills Outcomes Fund (SOF) Programme (hereinafter called “Bidders”).

2.2 The Bidders interested in participating in this bid are invited to submit a Technical Proposal and a 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 Client will timely provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder’s Proposal.

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

2.7 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 IV**.

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

5. Eligibility Criteria

5.1 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.

6. Duration of Assignment

6.1 The duration of the assignment shall be one (01) year from the date of issuance of the Contract Award. The assignment is tentatively scheduled to commence in November 2026.

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

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

B. Preparation of Proposals

7. General Considerations

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

8. Cost of Preparation of Proposal

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

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

9. Language

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

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the following documents as listed below

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

11. Only One Proposal

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

12. Proposal Validity

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

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

12.3 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.

13. Extension of Proposal Validity Period

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

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

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

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

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

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15. Sub-Contracting

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

16. Clarification and Amendment of RFP

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

16.2 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.

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

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

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

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

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

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

17. Technical Proposal Format and Content

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

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

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

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

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

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

18. Financial proposal Format and Content

18.1 The Financial Proposal shall be prepared using the format provided in the **"Section III- Forms 4"** of the RFP. It shall list all costs associated with the assignment.

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

18.3 The Bidder shall express the price for its Services in INR only. No other currency shall be accepted.

18.4 A financial Proposal expressing the price of its services in another currency shall be declared non-responsive.

C. Submission, Opening and Evaluation

19. Submission of Proposals

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

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.

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

19.7 Subject line while submitting queries to procurement@nsdcindia.org should be "Queries : *RFP for Selection of a Technology Agency for the setup of the outcomes verification platform (NSDC Intelligence Unit - NIU) under the Skills Outcomes Fund (SOF) Programme*"

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 two 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.

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

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 II.**

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

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

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

b. The calculation formula is given below

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

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

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

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

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

Bidders Commercial Score = The evaluated bid price

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

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

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

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

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

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

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 Consultant's tax liability and how it should be reflected in the Contract.

25.4 **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.

26. Notice to proceed

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

27. Issuance of Purchase Orders

27.1 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.

28. Signing of the Contract

28.1 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).

28.2 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.

28.3 Notwithstanding anything contained in this RFP, execution and signing of the Agreement pursuant to this RFP shall be subject to the receipt and availability of the requisite funds from the applicable funding sources. NSDC reserves the right to defer, postpone, or cancel the execution of the Agreement, in whole or in part, without any liability to the successful bidder, in the event such funds are delayed, reduced, withdrawn, or not received. No contractual obligation shall arise unless and until the Agreement has been duly executed following confirmation of the availability of funds.

29. Modification in the Value / Scope of the contract

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

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

30. **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.

30.1 Clarification Period: Bidders shall provide the requested technical clarifications within [5] working calendar days from the date of receipt of the Procuring Entity's request for clarification.

30.2 Mode of Communication: All clarifications must be submitted in writing via procurement@nsdcindia.org or any other official communication medium specified by the Procuring Entity.

30.3 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.

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

31. Binding Nature of RFP Terms and Conditions

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

31.2 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.

31.3 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.

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

SECTION II: ELIGIBILITY CRITERIA

Mandatory Criteria

S. No	Mandatory Criteria	Documents / Copies to be Submitted
1	The Bidder should be a company / LLP registered in India under applicable laws, in existence for at least [03] years as on the date of bid submission and should hold valid PAN and GST registrations.	Certificate of Incorporation / Registration; GST Registration; PAN
2	The Bidder must have a minimum Average Annual Turnover of INR 100 Crore in the last five Financial Years (FY 2021–22 to FY 2025–26), CA-certified (with UDIN) financial statements will be accepted for FY 2025-26 in lieu of audited financials where the statutory audit is not yet complete	CA Certificate with UDIN CA-Certified Financial Statements
3	The bidder should have a positive net worth for last three (3) consecutive financial years	CA Certificate with UDIN
3	The Bidder should have successfully implemented at least [2] projects involving software platforms with data analytics / dashboards / AI components for Government / PSU / large institutional clients in India in the last [5] FY (2021-22 to 2025-26).	Work orders / contract agreements / completion certificates / client dashboards / platform analytics extracts / or case studies evidencing implementation
4	The Bidder should have experience of operating at least one software platform at a population scale or a user base of over 10 (Ten) Lakh users	Work Order / Service Level Agreement; Proof of scale (certificate from client / system reports); Live application of solution screen-shot with user base
5	The Bidder should never have been involved in any illegal activity or financial fraud, and should not be under any insolvency, liquidation or winding-up proceedings. The Bidder and its affiliates should not have been blacklisted by any Government Agency / PSU / Autonomous Body of Government for breach of applicable laws, violation of regulatory provisions or breach of	Undertaking on letterhead / self-declaration (Form 5)

	agreement, as on the date of bid submission.	

Technical Evaluation Criteria

S. No	Description	Documents / Copies to be Submitted	Marks Allocation
1	The Bidder must have a minimum Average Annual Turnover of INR 100 Crore in the last five Financial Years (FY 2021–22 to FY 2025–26), ***Total marks: 10***	CA-certified Turnover Statement with UDIN; Audited Financial Statements; CA-certified Net Worth Certificate Where audited statements for FY 2025–26 are not available at the time of submission, provisional statements certified by a Practicing Chartered Accountant bearing a valid UDIN shall be accepted.	• Having an average annual turnover between ₹100Crore and ₹150 Crore, along with positive net worth**= 5 Marks** • Having an average annual turnover exceeding ₹150 Crore **= 10 Marks**
2	The Bidder should have successfully implemented at least [2] projects involving software platforms with data analytics / dashboards / AI components for Government / PSU / large institutional clients in India in the last [5] years. ***Total Marks: 35***	Work orders / contract agreements / completion certificates / client dashboards / platform analytics extracts / or case studies evidencing implementation	• Demonstrating experience in implementing data analytics / intelligence platforms (dashboards, early-warning systems, decision-support) for Government / large institutional clients – **8 marks** • Demonstrated experience in capability in AI/ML, including applied machine learning, predictive analytics and AI-based verification – **8 marks** • Demonstrated experience of systems integration with government digital platforms / national databases / Digital Public Infrastructure through APIs – **8 marks** • Demonstrated experience in the skilling / education / livelihoods ecosystem, including outcome tracking, monitoring & evaluation, or assessment platforms – **6 marks** • Demonstrated experience in multilingual, mobile-first citizen / candidate-facing applications or conversational (chatbot)

S. No	Description	Documents / Copies to be Submitted	Marks Allocation
			interfaces at scale (with over 1L users) **- 5 marks**
3	The Bidder should have experience of operating at least one software platform at a population scale or a user base of over 10 (Ten) Lakh users. ***Total Marks: 10***	Client certificate / work order / platform analytics extract evidencing registered user base	• Demonstrating experience in having software platform with a registered user base of over 10 (Ten) Lakh users shall be awarded **10 Marks**
4	Technical Proposal and Presentation ***Total Marks: 35***	Technical Proposal and Presentation as per the requirements specified in Section V of the RfP	• Proposed solution architecture and methodology against each problem statement including the signal infrastructure, AI analytics engine, triangulation and confidence-scoring approach, and the decision layer – **15 marks** • Proposed Methodology: proposed solution architecture and methodology against each Problem Statement (PS-1 to PS-28), including the signal infrastructure, AI analytics engine, triangulation and confidence-scoring approach, and the decision layer – **10 marks** • Approach and Work Plan: implementation approach, phasing, integration plan with SIDH/AEBAS and other systems, data protection approach, and operations plan for the Contract Period – **10 marks**
5	Key Personnel and Team Composition ***Total Marks: 10***	Curriculum Vitae (CVs) of key personnel proposed for the assignment, clearly demonstrating relevant qualifications and experience	• Marks shall be awarded based on the qualifications, relevant experience, sectoral expertise, and suitability of the proposed key personnel for undertaking the assignment, subject to a maximum of **10 Marks.**

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

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

SECTION III: FORMS

(Documents Comprising Technical & Financial Proposal)

1. Form 1: Technical Proposal Submission Form

RFP No.:
RFP Title:

{Location, Date}

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

Dear Sir:

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

We hereby declare that:

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

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

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

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

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

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

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

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

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

We undertake, if our Proposal is accepted and the Contract is signed or Notice to proceed or

PO is issued, to initiate the Services related to the assignment no later than the date indicated in the contract/letter/PO.
We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

____

Authorized Signature {In full and initials}: __

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

Address: ____
Contact information (phone and e-mail): ___

2. <u>Form 2: Bidder Information Form</u>

RFP No.:
RFP Title:

I. General Information

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

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

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

3. Form 3: Bidder Past Experience Form

RFP No.:
RFP Title:

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

4. **Form 4: Financial Proposal Submission Form**

RFP No.:
RFP Title:

Instructions:

S.no.	Description of services	UOM	Quantity (A)	Unit Rate (exclusive GST) (B)	Total Cost (exclusive GST) (C=AXB)	Total Cost (inclusive GST) (D=C+ taxes)
1	One time Design, development and implementation of Platform (as per scope mention in TOR)	Lump Sum	1			
2	Annual Maintenance Cost Inclusive Post Deployment Support for 1 Year	Lump Sum	1			
	Total Cost of Project					(E)

1) The Bidder is required to submit the financial proposal in the table provided below. The bidder also provides detailed component-wise budget break-up in support of the proposed financial quote.
2) The financial proposal shall not be included with the same technical proposal and must be submitted as a separate document when submitting the technical proposal.
3) All costs must be quoted in Indian Rupees (INR) only.
4) The quoted amount shall be inclusive of all costs required to complete the assignment, including but not limited to professional fees, fieldwork, travel, logistics, data processing, reporting and all applicable taxes (clearly specified)
5) The bidder shall ensure that all cost components are realistic and sufficient to deliver the full scope of work
6) The Bidder shall propose its payment terms and conditions in the prescribed Financial Bid format. The proposed payment terms shall be clearly stated and shall be subject to evaluation and negotiation by the Purchaser. The Purchaser reserves the right to negotiate, accept, modify, or reject the proposed payment terms, in whole or in part, at its sole discretion.

5. Form 5: Check List for Bidders

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

RFP No.:
RFP Title:

Sr. No.	Documents to be Submitted duly filled, signed	Yes / No
1	I. Certificates of Registration/ Incorporation. II. GST registration certificate III. Copy of PAN card	
2	CA certificates with UDIN and Copy of the audited balance sheet	
3	Work Orders + Completion Certificates	
4	Blacklisting Declaration	
5	Term of Reference (TOR) Declaration	
6	Conflict of Interest Declaration	
7	**Bidder Past Experience Form:** The bidder must complete the provided table with relevant experience details and attach supporting documents below table (such as work orders and completion certificates). This process should be repeated for each project or engagement the bidder wishes to include in the technical proposal.	
8	Presentation capturing Approach and Methodology etc	
9	Financial Proposal was separately uploaded	
10	Technical Proposal Submission Form	
11	Bidder Information Form + other information	
12	Any other requirements, if stipulated in ITB; or if considered relevance by the consultant	

6. Form 6: Format for turnover and Financial Capability of Bidder

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

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

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

Signed by CA with UDIN /Statutory Auditors

(with seal & registration no.)

(Signature of Bidder) with SEAL

SECTION IV: FRAUD AND CORRUPT PRACTICES

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

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

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

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

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

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

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

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

SECTION V: Terms of Reference/ Scope of Work

This Scope of Work is framed as a set of Problem Statements: it describes the outcomes the NSDC Intelligence Unit (NIU) aims to achieve for the Skills Outcomes Fund, and the intelligence, assurance and decision-making capabilities envisaged to achieve them. The Problem Statements define what is aimed to be solved; Bidders shall define how.

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The NIU operates through two pillars:

- **Pillar 1 — Outcome Tracking** across the four stages of the SOF candidate lifecycle: Mobilization → Certification → Placements → Retention.
- **Pillar 2 — Certification Integrity and Training Delivery Assurance**: independent assurance of the training and assessment processes that produce those outcomes.

Pillar 1 aims to track whether outcomes are occurring; Pillar 2 aims to assure that the processes generating them are genuine. Signals flow between the two pillars. A horizontal Platform, Intelligence and Decision Layer — dashboards, reports, analytics, early-warning systems, automated alerts and monitoring — underpins both.

Exclusions: No hardware is in scope of this RFP. Cameras, biometric devices, networking and centre-side compute are the responsibility of training centres as per applicable norms; centre-side biometric attendance infrastructure (AEBAS) is assumed to be in place. The Bidder's scope covers all software components: ingestion of feeds from existing devices, applications, chatbots and other input mechanisms, data transfer and integration mechanisms, analytics and visualization.

Hosting: The successful bidder shall be responsible for cloud hosting of the NIU on a MeitY-empanelled cloud service provider with data residency in India. All hosting, compute and storage costs for the Contract Period shall be included in the Total Contract Value.

Indicative Volumes (for bidding purposes only; actuals may vary):

Parameter	**Indicative Volume**
Candidates supported under the Fund	[2,00,000] over the Fund period
States / UTs covered	[___]
Training centres onboarded to the NIU	[___]
Batches per year	[___]
Assessments (theory / viva / practical) per year	[___]
Average camera feeds per training centre	[___]

Pillar 1 — Outcome Tracking

Stage 1: Mobilization

PS-1: Cross-scheme duplication.

Candidates should not be simultaneously or sequentially enrolled under multiple government skilling schemes (PMKVY, state missions, other outcome-linked programmes), which inflates counts and double-draws benefits. *Thus, the NIU aims to flag any cross-scheme duplicate enrolment at or before onboarding — drawing on relevant national and scheme databases — and ensure accurate, reliable enrolment information.*

PS-2: Enrolment fraud.

Enrolment records should be free of ghost candidates, identity substitution and fabricated entries, which undermine outcome claims at source. *Thus, the NIU aims to enable AI-driven fraud detection across enrolment data, identity signals and behavioural patterns, with risk-scored alerts surfaced through monitoring dashboards for investigation.*

PS-3: NEET eligibility verification.

The Fund targets youth who are genuinely Not in Education, Employment, or Training (NEET); candidates already employed or enrolled elsewhere dilute the additionality of Fund outcomes. *Thus, the NIU aims to verify, through data triangulation, that each candidate is genuinely NEET — not currently employed and not enrolled in education or training — before being counted against Fund targets.*

PS-4: Counseling enforcement.

Every candidate should receive structured counseling before enrolment; counseling that is perfunctory or skipped leads to misinformed enrolment and downstream dropout. *Thus, the NIU aims to provide digital mechanisms that evidence counseling for every candidate, with non-compliance surfaced through automated alerts.*

PS-5: Candidate–role–course fit.

Candidates should be enrolled into training courses and job roles that match their aspiration and aptitude; mismatch is a leading driver of dropout and post-placement attrition. *Thus, the NIU aims to assess and score candidate–role–course mapping, flagging poor-fit enrolments early enough for correction.*

PS-6: Demand-secured training.

Training should be initiated only where industry demand has been secured; batches launched without confirmed demand produce certificates, not jobs. *Thus, the NIU aims to verify that quantified employer demand exists against every batch before and during mobilization, with demand-unbacked training flagged on programme dashboards.*

Stage 2: Certification

PS-7: Certification funnel tracking.

Progression from enrolment to training completion to assessment to certification — the first payable outcome milestone — should be visible in near real time; today this visibility is fragmented and delayed. *Thus, the NIU aims to provide real-time certification funnel tracking at candidate, batch, centre, partner, sector and Fund level, with drop-off analysis and time-to-certification metrics.*

PS-8: Eligibility-gated certification.

Certification claims should be provably backed by eligibility (minimum 50% attendance) and assessment integrity. *Thus, the NIU aims to computationally gate certification-outcome recognition on eligibility and integrity signals established under Pillar 2, so that no candidate is counted as certified for disbursement purposes without a verified eligibility trail.*

Stage 3: Placements

PS-9: Role-to-training attribution.

Each placement should correspond to the job role and sector the candidate was trained for; unrelated placements undermine outcome integrity. *Thus, the NIU aims to validate role-to-training attribution for every claimed placement, with mismatches flagged for review.*

PS-10: Employer genuineness.

Placements should occur in genuine, operational companies; shell, non-operational or related-party entities are a known fraud vector in outcome-linked schemes. *Thus, the NIU aims to verify employer authenticity through corporate, statutory and digital-footprint signals, and maintain a risk-rated employer registry for the Fund.*

PS-11: Placement evidence compliance.

Every placement should be supported by complete, verifiable evidence — offer letters and salary slips — collected consistently. *Thus, the NIU aims to provide a digital pipeline for structured upload, AI-assisted authenticity checking and completeness tracking of placement evidence, with compliance views per training partner.*

Stage 4: Retention

PS-12: Retention verification beyond self-reporting.

Retention through month 12 — the highest-value outcome — should be verifiable at scale; self-reported status and periodic surveys do not scale to 2 lakh candidates. *Thus, the NIU aims to triangulate retention across multiple independent signal classes — documentary evidence (salary slips), organic candidate digital behaviour, transactional signals, integrated third-party data and delivery-assurance signals from Pillar 2 — towards a confidence-scored employment status for every candidate, every month.*

PS-13: Third-party and transactional data integration.

No single database confirms sustained employment. *Thus, the NIU aims to establish an integration architecture that ingests and reconciles permissible third-party and transactional datasets, with candidate consent and full compliance with the Digital Personal Data Protection Act, 2023 (DPDP Act).*

PS-14: Candidate engagement channels.

Retention data collection should not burden the candidate. *Thus, the NIU aims to enable low-friction, multilingual, mobile-first candidate-facing applications and conversational (chatbot) interfaces through which employment status, salary evidence and engagement signals are captured organically.*

PS-15: Attrition early warning.

At-risk candidates should be identified before they drop out silently and outcome payments are lost. *Thus, the NIU aims to predict attrition risk at candidate and cohort level, with automated early-warning alerts to training partners and the Fund in time for intervention.*

Pillar 2 — Certification Integrity and Training Delivery Assurance

- **(Camera Based Monitoring)**

Certification Integrity

PS-16: Attendance-based eligibility.

The 50% minimum attendance criterion for certification eligibility should rest on independently verifiable records rather than self-maintained registers. *Thus, the NIU aims to establish attendance eligibility per candidate by ingesting and validating attendance signals — including biometric (AEBAS) records and AI-analysed centre monitoring feeds — with eligibility violations flagged before assessment.*

PS-17: Theory assessment proctoring.

Theory assessments should be free of impersonation and malpractice. *Thus, the NIU aims to enable AI video-analytics-based proctoring for theory assessments, covering identity confirmation, anomalous-behaviour detection and tamper-evident audit trails.*

PS-18: Viva proctoring.

Oral (viva) assessments should carry independent verification. *Thus, the NIU aims to enable combined audio-and-video AI proctoring for viva assessments, including speaker verification and session-integrity analysis.*

PS-19: Practical assessment proctoring.

Practical assessments — the least observable component of certification — should be independently evidenced. *Thus, the NIU aims to enable video-based proctoring and AI analysis of practical assessments, evidencing that the assessed candidate performed the assessed task.*

2.3.2 Training Delivery Assurance (AI-Enabled Camera Based Centre Monitoring)

The NIU aims to apply AI analytics to feeds from centre-installed cameras and devices (hardware out of scope) to independently assure training delivery, as follows:

PS-20: Attendance and punctuality.

Physical presence of candidates should be independently corroborated, not solely self-reported. *Thus, the NIU aims to measure candidate and batch attendance and punctuality from centre feeds, reconciled against reported attendance, with discrepancy alerts.*

PS-21: Practical training delivery.

Scheduled practical training should actually be delivered, not substituted with theory sessions or idle time. *Thus, the NIU aims to detect whether practical training is taking place as scheduled, including laboratory/workshop equipment utilization.*

PS-22: Trainer presence.

Trainers should be present and delivering during scheduled sessions; absenteeism and proxy trainers degrade outcomes invisibly. *Thus, the NIU aims to verify trainer presence and generate trainer-level delivery-compliance analytics.*

PS-23: Training quality.

Training should be engaging and of high quality; attendance without engagement produces certification without competence. *Thus, the NIU aims to derive classroom-quality indicators — interaction levels, class discussions, session-structure adherence, equipment usage — as quality scores per batch, centre and partner, with deterioration alerts.*

Platform, Intelligence and Decision Layer (Horizontal Scope)

The capabilities envisaged under PS-1 to PS-23 rest on a common platform layer. The following components shall be delivered by the Implementing Agency.

PS-24: Unified data architecture.

The signals envisaged under PS-1 to PS-23 arrive from heterogeneous sources and must resolve into one trusted record. *The Implementing Agency shall build the unified data platform: ingestion pipelines, master data management, and a single candidate-level outcome record for the Fund, integrated with the Skill India Digital ecosystem (SIDH) and other NSDC systems.*

PS-25: Data integration layer and API framework.

The NIU must interoperate with scheme databases, assessment and attendance systems, third-party data providers and Fund stakeholder systems. *The Implementing Agency shall create an API framework — developing APIs and supporting the integration of external APIs — to integrate multiple source and consumer systems, with documented specifications, secure authentication, consent flows and audit logging.*

PS-26: AI analytics engine.

Disbursement-grade decisions require analytics that are accurate, governed and explainable. *The Implementing Agency shall deliver the analytics core: fraud and anomaly models, verification and triangulation logic, confidence scoring, predictive models (dropout, attrition) and computer-vision analytics, with documented model governance and explainability.*

PS-27: Decision-making and visualization layer.

Signals have value only when they reach decision-makers in decision-ready form. *The Implementing Agency shall deliver the decision-making and visualization layer, including inter alia:*

- Role-based dashboards for NSDC leadership, SOF governance members and programme teams, with drill-down from Fund level to sector, partner, centre, batch and candidate level;
- Scoped compliance-view dashboards for Training Partners, limited to their own centres, batches and candidates;
- Outcome-payment-readiness views that directly support Fund disbursement decisions;
- Early-warning systems for attrition risk, delivery deterioration, compliance breaches and anomalous patterns;
- Automated monitoring and alerting, with configurable thresholds and escalation workflows;
- Scheduled and on-demand reports, including monthly outcome and assurance reports, cohort and partner scorecards, and reports for Fund funders and governance.

PS-28: Data protection and consent.

The NIU processes personal data of candidates at national scale. *All candidate data capture, third-party integration and video-feed analytics shall be consent-based and compliant with the DPDP Act, 2023, with privacy-by-design architecture, role-based access, audit logs and data residency in India.*

Deliverables and Indicative Timeline

S. No	Deliverable	Timeline (from Agreement date "T")
1	Inception Report, solution architecture and implementation plan (covering approach to all Problem Statements)	T + [30] days
2	Interim Go-Live: unified data platform, Mobilization modules (PS-1 to PS-6) and Certification Integrity modules (PS-16 to PS-19)	T + [120] days
3	CapEx Phase Completion / Full Go-Live: Placements and Retention modules (PS-7 to PS-15), Training Delivery Assurance (PS-20 to PS-23), full Platform, Intelligence and Decision Layer (PS-24 to PS-28). All development shall be completed within the CapEx Phase.	T + 6 months
4	Operating Phase: steady-state operations, maintenance and analytics services, including analytics operations, model tuning, dashboards, reports and alerting	T + 6 months to T + 24 months (and any extension period)

Service Levels and Penalty Matrix

S. No.	Service Level / KPI	Required Standard / Timeline	Penalty for Non-Compliance
1	Delivery of Key Milestones	Inception Report within 30 days, Interim Go-Live within 150 days, and Full Go-Live within 6 months from Agreement Date	0.5% of milestone value per week of delay, capped at 5%
2	Platform Availability	Minimum 99% monthly uptime for NIU platform excluding approved maintenance windows	0.5% deduction of monthly payment for every 0.5% drop below SLA, up to 10%
3	Outcome Verification & Evidence Processing	Placement and retention evidence verification completed within 7 working days	₹5,000 per instance of delay beyond SLA or 1% deduction of monthly payment for repeated delays
4	Data Refresh, Alerts & Dashboard Availability	Dashboard refresh within 24 hours and automated alerts generated within 4 hours of signal receipt	₹5,000 per missed SLA event, subject to monthly cap

5	Data Integration & System Performance	Integration with SIDH, AEBAS and approved external systems operational as per implementation plan with no critical integration failures	1% deduction of quarterly payment for each unresolved critical integration issue beyond 15 working days
6	Reporting & Analytics	Monthly outcome, assurance and governance reports submitted by the 5th of each month	₹5,000 per delayed report and 0.5% deduction of monthly payment for delays exceeding 30 days
7	Data Privacy, Security & DPDP Compliance	100% compliance with DPDP Act, security requirements, consent management and audit logging; zero unauthorized data breach	Up to 3% of annual contract value plus recovery of actual losses; repeated breaches may lead to termination
8	Key Personnel Deployment	Key experts to remain deployed throughout the contract; replacements only with prior NSDC approval and equivalent qualifications	Up to 5% deduction of monthly fee attributable to the resource; higher penalties for unauthorized replacement as per contract provisions

SECTION VI: Platform Support for Tender Preparation:

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

Pre-requisites:

a) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSDC. Bidders can see the list of licensed CA's from the link www.cca.gov.in
b) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-7291981138 for DSC related queries or can email at vikas.kumar@c1ndia.com.
c) To participate in the online bidding, it is mandatory for the Applicants to get themselves registered with the NSDC e-Tendering Portal (https://nsdc.eproc.in)
d) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal (https://nsdc.eproc.in)
e) For helpdesk, please contact Help Desk Nos. +91-124-4302033 / 36 / 37
f) Participant are requested to email their issues to procurement@nsdcindia.org and helpdesk at nsdcsupport@c1india.com. This will help serving the participant better.
   Note: The subject line must be mentioned in mail heading "*Selection of a Technology Agency for the setup of the outcomes verification platform (NSDC Intelligence Unit - NIU) under the Skills Outcomes Fund (SOF) Programme*"
g) The amendments/ clarifications to the tender, if any, will be posted on the NSDC eTendering Portal (https://nsdc.eproc.in)
h) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
i) It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Skill Development Corporation nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

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 Notwithstanding anything contained in this Agreement, the execution, continuation and performance of this Agreement shall be subject to the receipt and availability of the requisite funds from the applicable funding sources. NSDC reserves the right to defer, suspend, modify or terminate this Agreement, without any liability to the Service Provider, in the event such funds are delayed, reduced, withdrawn or not received.

2.5. 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.

2.6. Sub-Contracting

2.6.1 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.

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

3. **Consideration and Payment Terms**

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

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

4. **SERVICE PROVIDER'S RESPONSIBILITIES**

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

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

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

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

4.5. The Service Provider shall:

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

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

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

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

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

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

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

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

5. **Term**

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

6. **Termination**

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

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

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

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

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

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

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

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

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

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

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

7. **Consequences of Expiry / Termination**

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

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

7.3. Upon termination or expiry of this Agreement, NSDC shall pay Service Provider for all Services rendered validly and in accordance with the terms of this Agreement, including a pro rata portion for Deliverables in progress prior to the date of termination in accordance with Schedule II.

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

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

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

The Service Provider represents and warrants that:

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

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

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

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

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

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

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

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

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

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

9. **Performance Guarantee:**

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

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

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

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

10. Personnel

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

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

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

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

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

10.6. Substitution of Key Experts

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

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

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

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

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

vi. Sub-Contracting

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

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

11. **Compliance with Laws**

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

12. **Intellectual Property Rights**

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

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

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

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

12.5. Service Provider, subject to Clause 12.6 below and to any restrictions applicable to any third-party materials embodied in the Deliverables, hereby grants to

NSDC a perpetual and exclusive rights to use, copy and prepare derivative works of the Deliverables, for purposes of publication and / or NSDC's internal business (which includes any business associated with any Ministry of India) only. All other intellectual property rights in the Deliverables shall remain with and/or are assigned to NSDC.

12.6. Notwithstanding anything contained herein, all deliverables specifically developed, designed, configured, customized or created under this Agreement, including source code, application code, APIs, configurations, workflows, data models, reports, dashboards, technical documentation, training materials and other project artefacts, shall vest in and remain the exclusive property of NSDC. The foregoing shall not apply to the Service Provider's pre-existing intellectual property, proprietary tools, frameworks or products, ownership of which shall remain with the Service Provider.

12.7 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.

12.8. 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.

12.9. 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.

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

13. **Indemnification**

13.1. Without limiting any other rights which NSDC may have under this Agreement and under law, the Service Provider shall indemnify, defend, hold harmless and keep indemnified NSDC, its associates, partners or its directors or its employees from and against any claim or loss including without limitation, fines, penalties, fees, damage, costs (including legal fees and expenses) liability (whether criminal or civil) suffered and/or incurred by NSDC, its affiliates or its directors or its employees arising from or in connection with the performance of the Services by the Service Provider under this Agreement or due to any breach of the terms and condition of this Agreement including any covenants, obligations and representations and warranties of the Service Provider, or with any applicable laws and regulations governing the performance of the Services by the Service Provider under this Agreement. The provisions of this Clause 11 shall survive the termination or expiry of this Agreement.

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

13.3. The above limitations of liability and exclusions from liability set forth in this Clause 13 shall not apply (i) in cases of gross negligence or wilful misconduct; or (ii) to any liability arising our of fraudulent conduct or (iii) to statutory liability.

14. **Use of Confidential Information**

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

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

15. Force Majeure

15.1. Neither party will be liable for any loss or damage resulting from delay or failure to perform any of its contractual obligations within the time specified as a result of causes beyond its control ("Force Majeure"). Force Majeure may include, by way of example but not limitation, those circumstances beyond the control of the affected party such as acts of God, the public enemy, acts of government, or any department or agency thereof, as well as fire, flood, earthquakes, pandemic, epidemics, quarantines, riots, wars, civil insurrections, freight embargoes, labour disputes, localized conflicts, accidents, and unusually severe weather.

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

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

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

16. Governing Law, Dispute Resolution and Jurisdiction

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

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

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

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

17. COMPLIANCE WITH ANTI-CORRUPTION LAWS

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

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

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

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

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

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

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

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

17.5 The Service Provider shall indemnify and hold harmless NSDC for the amount of any actual loss which may be suffered by NSDC and any penalty imposed on NSDC by the competent authorities as a result of Service Provider's breach of the anti-corruption laws under Clause 16 hereof.

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

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

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

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

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

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

i) Disabling the personnel's login credentials.

ii) Deleting the personnel's access permissions.

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

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

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

18.2 Training and awareness requirement related to information security

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

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

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

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

18.4 Background Verification Checks regarding Service Provider users-

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

(a) Criminal background check.

(b) Employment verification.

(c) Education verification.

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

(2) Results of Background Verification Checks- The results of the background verification checks shall be made available to NSDC. NSDC shall have the right to

refuse to authorize access to NSDC’s Information and related assets to any Service Provider’ personnel whose background verification check results are not satisfactory to NSDC.

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

18.5 BCP Plan

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

18.6 Right to Audit

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

18.7 Penalties

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

19. **Miscellaneous**

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

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

19.3. Assignment:

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

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

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

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

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

19.7. Relationship:

(a) Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal - agent or an employer-employee relationship between the Parties. The Service Provider shall always remain an independent Service Provider during the term of this Agreement and shall always solely remain liable to NSDC or any third party for all its acts and omissions to act during the course of providing the Services under this Agreement. The Service Provider is an independent Service Provider and nothing in this Agreement should be construed as constituting an employment relationship between the Service Provider and NSDC. The Service Provider unequivocally, unambiguously, irrevocably and explicitly acknowledges that this Agreement is not subject to any employment law(s) or related statute(s). This sub-clause 18.7(a) shall survive the termination or expiry of this Agreement.

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

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

To NSDC:

5th & 6th Floor, Kaushal Bhawan,

New Moti Bagh, New Delhi - 110023

To Service Provider:

[]

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

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

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

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

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

For National Skill Development Corporation

Sign: ________________________________

Name:

Title: For <Name of Service Provider>[]

Sign: _____________________________

Name:

Title:

SCHEDULE I

SERVICES

SCHEDULE -II

Payment Details

Schedule -III

Fraudulent or Corrupt Practices

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

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.

Schedule VI

Non Disclosure Agreement

Non disclosure Agreement

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

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

AND

"The person/s (includes natural as well as artificial juridical person, as the case may be) as specified in Annexure – I hereto (hereinafter the **"Receiving Party "** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART.
NSDC and Receiving Party are hereinafter individually referred to as "**Party**" and collectively as "**Parties**". For the purpose of sharing the Confidential Information in any manner, the term Party shall also include its directors, officers, employees, agents, consultants, advisors etc.

WHEREAS:

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

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

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

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

1 Definition of Confidential Information

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

a. any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information or data, technical data, developments, intellectual property, source codes, ideas, know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form, all other documents and materials etc. which is acquired by, or disclosed, made available or accessible to the Receiving Party pursuant to this NDA;

b. any information which can be obtained by examination, testing or analysis of any hardware or any component part thereof provided by the Disclosing Party;

c. any other data/details shared by NSDC, regardless of whether or not it is expressly marked as being confidential, and regardless of the form in which such information is communicated to the Receiving Party; and

d. any information which may come to the knowledge of the Receiving Party as a result of any visit to any of the facilities (including but not limited to office premises, training centres) of the Disclosing Party.

2 Obligations of the Receiving Party

2.1 The Receiving Party shall:

a. hold the Disclosing Party's Confidential Information confidential to itself and restrict access thereto to such of its directors, employees, and professional advisors for evaluation purposes in order to achieve the Purpose on a need to know basis only and who are bound by confidentiality obligations which are at least as strict as those contained in this NDA;

b. not use the Confidential Information other than for the Purpose;

c. not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;

d. not make any copies of the Confidential Information except copies that are necessary for the Receiving Party for the Purpose;

e. not disclose to any other person the status, terms, conditions or other facts concerning the negotiations / discussions as contemplated between the Parties in terms hereof;

f. comply with all applicable laws in force including laws relating to privacy and data protection including but not limited to Digital Personal Data Protection Act, 2023;

g. fully indemnify and hold harmless the Disclosing Party and its directors, employees, consultants from and against any and all liabilities, damages, claims, fines, penalties, expenses etc. of whatever nature arising or resulting from violation of such applicable laws, or from the breach of the terms of this NDA by the Receiving Party or its personnel; and

h. not make any public statements or publicise about or in connection with the arrangement/relationship between the Parties without the prior written consent of the Disclosing Party.

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

a. to have been in the unrestricted possession of the Receiving Party at the time of disclosure hereunder; or

b. to have been or become available to the public otherwise than by breach of this NDA; or

c. to have first been lawfully obtained from a third party, without notice of such restrictions as to use and disclosure; or

d. to have been developed by the Receiving Party, independently of any Confidential Information.

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

2.4 The Receiving Party agrees that it shall in no event, circumvent, attempt to circumvent, avoid or in any manner enter into any business transactions with any third party by making use of

Confidential Information disclosed by the Disclosing Party, other than for the Purpose for which the Confidential Information is being disclosed.

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

3 No Transfer or License

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

4 Term and Termination

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

5 Consequence of Expiry or Termination

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

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

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

6 Irreparable damage due to Breach by the Receiving Party

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

7 Assignment

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

8 Relationship

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

9 No Charge

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

10 Entire NDA

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

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

11 Waiver

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

12 Severability

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

13 Governing Law and Dispute Resolution

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

14 Representations and Warranties

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

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

b. This NDA:
   - (i) is within its powers and has been duly authorised by it;
   - (ii) constitutes its legal, valid and binding obligations; and
   - (iii) does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it of this NDA.

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

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

15 Amendment

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

16 Miscellaneous

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

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

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

ANNEXURE-I

1. Details of the Receiving Party:

Name	
Address	
Type of entity	
Incorporation Number	

2. Purpose:

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

3. Term :

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