STANDARD PROCUREMENT DOCUMENT

EOI for Selection of Training Partners for the Implementation of the Skills Outcomes Fund (SOF) Programme

EOI No: EOI/NSDC/OBF/2026/01

Department- Outcome Based Financing

Last Date and Time for Submission: 14.09.2026 at 03:30 PM

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

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

Procurement Schedule

Proposal Security	**Proposal security is *not applicable.***
Date and place of commencement of EOI	**24 .08. 2026** **http://nsdc.eproc.in/**
Pre bid meeting Virtual through MS Teams (EOI for Selection of Training Partners for the Implementation of the Skills Outcomes Fund (SOF) Programme | Meeting-Join | Microsoft Teams)	**31.08 2026 at 11:30 AM**
Last Date and Time for receipt of queries on mail procurement@nsdcindia.org	**31.08. 2026 at 05:00 PM**
Last Date and Time for submission of Technical Proposal	**14.09.2026 at 03:00 PM**
Date of opening for Technical Proposal & Place of Submission of Proposals	**14.09.2026 at 03:30 PM** **http://nsdc.eproc.in/**

Table of Contents

SECTION I: INSTRUCTIONS TO BIDDER (ITB)

A. General Provisions

1. Definitions

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

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

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

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

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

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

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

1.8 "Government" means the Government of India.

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

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

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

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

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

1.14 "EOI" means the Request for Proposals to be prepared by the Client for the selection of Bidders.

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

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

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

Key Definitions of Scope/TOR (Term of Reference)

Term	Definition / Scope
NSDC Portal	The digital platform maintained by NSDC for real-time data capture of enrolled, trained, assessed, and certified candidates across all ASC locations.
A&A	Accreditation & Affiliation
CCN	Common Cost Norms
ESIC	Employees' State Insurance Corporation
FY	Financial Year
IST	Indian Standard Time
LOI	Letter of Intent
MEL	Monitoring, Evaluation and Learning
MIS	Management Information System
MSDE	Ministry of Skill Development and Entrepreneurship
NCVET	National Council for Vocational Education and Training
NSDC	National Skill Development Corporation
NSQF	National Skill Qualification Framework
OBF	Outcomes-Based Financing
PF	Provident Fund
PMKVY	Pradhan Mantri Kaushal Vikas Yojana
PMU	Performance Management Unit
EoI	Expression of Interest
Scheme	PMKVY
SIB	Skill Impact Bond
SID	Skill India Digital
SIDH	Skill India Digital Hub
SOF	Skills Outcomes Fund
SOP	Standard Operating Procedures
TP	Training Provider

2. Introduction

2.1 National Skill Development Corporation (NSDC), the client, intends to select Training Partner/s for Implementation of the Skills Outcomes Fund Scheme (hereinafter called "Bidders").

2.2 Applications are invited from Training Providers with demonstrated experience in delivering skilling, employability, workforce development, and supporting beneficiaries into employment outcomes. SOF seeks applications from a diverse range of Training

Providers, including traditional TVET providers, private Industrial Training Institutes (ITIs), corporate foundations (implementing programs through their own training centers, industry-led training institutions and Centers of Excellence (CoEs), anchor industry partners such as Government ITIs and skill hubs, and other organizations that meet the criteria set forth in this EOI document.

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

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

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

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

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

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

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

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

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

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

3. Conflict of Interest

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

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

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

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

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

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

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

ii. the selection process for the Contract, or

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

4. Corrupt and Fraudulent Practices

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

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

5. Eligibility Criteria

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

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

B. Preparation of Proposals

6. General Considerations

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

7. Cost of Preparation of Proposal

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

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

8. Language

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

9. Documents Comprising the Proposal

9.1 The Proposal shall comprise the following documents as listed below

i. Documents to be submitted for Eligibility Criteria as per Section II

ii. Documents for Technical Evaluation Criteria as per Section III

iii. All Forms as per section IV

iv. Any other documents requested under this EOI.

10. Only One Proposal

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

11. Proposal Validity

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

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

12. Sub-Contracting

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

13. Joint Venture

13.1 Joint Venture is not allowed.

14. Extension of Proposal Validity Period

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

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

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

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

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

16. Sub-Contracting

16.1 The bidder shall **not** subcontract whole, or any part of the services awarded to them against the EOI.

17. Clarification and Amendment of EOI

17.1 The Bidder may seek clarification on any part of the EOI 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: empanelment@nsdcindia.org The Client may respond to all queries of the bidders (including an explanation of the query but without identifying its source) by publishing any corrigendum through email 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.

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

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

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

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

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

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

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

18. Technical Proposal Format and Content

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

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

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

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

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

19.Submission of Proposals

~~19.1~~ The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexures and other document required in the EOI.

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

19.3 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.

19.4 A Proposal submitted by a Joint Venture (if allowed under the EoI) 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.

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

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

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

19.8 Subject line should be "EOI/NSDC/OBF/2026/01: Queries: **Selection of Training Partners for the Implementation of 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.

22. Evaluation of Technical Proposals

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

22.1.1 **Eligibility Criteria:** First evaluation of the documents submitted by bidders against the **"Eligibility Criteria"** shall be evaluated by the client's "Technical Evaluation Committee". The proposal meeting the requirement of Eligibility criteria shall be qualified for the technical evaluation.

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

23. Post Empanelment Process

23.1 Upon completion of the Technical Evaluation process detailed in Section III of this EOI, only those Applicants who are declared Technically Qualified by securing the prescribed minimum qualifying technical score shall be considered for empanelment, with selection commencing from the highest-ranked Applicants and including at least the top 10 technically qualified Applicants.

23.2 Meeting the Eligibility Criteria and securing minimum qualifying Technical Marks does not guarantee award of any project.

23.3 NSDC’s decision with respect to empanelment and subsequent project allocation shall be final and binding on all Applicants, and no correspondence or representation in this regard shall be entertained.

24.Signing of the Contract

24.1 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).

24.2 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 EOI.

24.3 Notwithstanding anything contained in this EOI, execution and signing of the Agreement pursuant to this EoI 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.

25.Performance Security

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

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

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

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

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

26.Modification in the Value / Scope of the contract

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

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

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

26.1.3 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.

27.Payment Terms

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

28.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.

28.1 Clarification Period: Bidders shall provide the requested technical clarifications within [1] working calendar days from the date of receipt of the Procuring Entity's request for clarification.

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

28.3 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.

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

29.Binding Nature of EOI Terms and Conditions

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

29.2 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 EOI and/or the Draft Agreement shall be deemed non-compliant and shall be liable for outright rejection, without further consideration.

29.3 Prohibited Modifications: Any attempt by a Bidder to:

a) impose conditions on its proposal;
b) introduce deviations or exceptions to the terms of the EOI 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.

29.4 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 EOI 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 EOI and shall be binding on all Bidders.

SECTION II: ELIGIBILITY CRITERIA

S. No.	Eligibility Criteria	Documents/ Copies to be submitted
1	The bidder should be a Company incorporated under the Companies Act, 2013/1956, or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008, or a Society, Trust, Section 8 Company, Partnership Firm, or Proprietorship Firm registered under the applicable laws of India. The entity should have been incorporated/registered in India for at least three (3) years as on the date of submission of the proposal.	Certificate of Incorporation/Registration.
2	The bidder shall submit a Board Resolution, Power of Attorney, or equivalent authorization document identifying the authorized signatory for submission of the proposal and execution of the contract. The bidder shall also provide details of any waivers, exemptions, or flexibilities sought for implementation of the project.	Board Resolution / Power of Attorney / Authorized Signatory Authorization Letter.
3	NGOs receiving foreign contributions shall possess a valid FCRA Registration, wherever applicable.	FCRA Registration Certificate (where applicable).
4	The bidder should have an average annual turnover of INR 10crores during the last three (3) financial years. In case of for-profit entities (Private Limited Companies/LLPs), the average annual turnover shall not be less than 25% of the project value proposed under thisEoI .	Audited Financial Statements and CA Certificate with UDIN certifying turnover
5	Should have adequate in-house technical capacity and field verification capability to undertake the scope of work outlined in this EoI	Submission of Technical Proposal and financial proposal (locked) which must be submitted as a separate document when submitting the technical proposal.
6	The bidder should not have been debarred, blacklisted, suspended, or declared ineligible by any Central Government, State Government, Statutory Authority, Public Sector Undertaking, Multilateral Agency, or any other public agency as on the date of submission of the proposal.	Mandatory

Note: -

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

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

SECTION III: TECHNICAL EVALUATION CRITERIA

The Technical Evaluation Committee (TEC) constituted by NSDC shall evaluate all technical proposals submitted by eligible Applicants. Proposals shall be evaluated in accordance with the criteria and scoring bands set out in this section. The evaluation process shall be transparent, objective, and non-discriminatory.

S. No.	Eligibility Criteria	Documents / Copies to be Submitted	Marks Allocation
1	The bidder should have an average annual turnover during the last three (3) financial years. In case of for-profit entities (Private Limited Companies/LLPs), the average annual turnover shall not be less than 25% of the project value proposed under thisEoI . **Total Marks: 10**	Audited Financial Statements and CA Certificate with UDIN certifying turnover.	• Bidders with an Average Annual Turnover between ₹10 Crore and ₹50 Crore shall be awarded **2 Marks**. • Bidders with an Average Annual Turnover between ₹50 Crore and ₹100 Crore shall be awarded **5 Marks**. • Bidders with an Average Annual Turnover exceeding ₹100 Crore shall be awarded **10 Marks**.
2	The bidder should demonstrate prior experience of implementing skill development, vocational training, workforce development, or employment-linked training programmes and should possess at least one (1) year of experience in the proposed sector(s). Experience in future-oriented sectors, emerging job roles, and international placements shall be viewed favourably. **Total Marks: 15**	Work Orders, Agreements, Completion Certificates, Client Certificates, or Proof of Ongoing Satisfactory Performance.	• Experience in one (1) proposed sector: 3 **Marks**. • Experience in two (2) proposed sectors: **5 Marks**. • Experience in three (3) or more proposed sectors: **10 Marks**. • Demonstrated experience in future-oriented sectors, emerging job roles and/or international placements: **Additional 5 Marks**.
3	The bidder should demonstrate capacity to enrol, train, assess, certify and support placement of at least 1,000 candidates annually, supported by established employer partnerships and placement facilitation mechanisms.	Self-certification supported by training records, placement reports, employer MoUs, placement trackers, project reports, or client certificates.	• Capacity to train 1,000 to 2,000 candidates annually: 5 **Marks**. • Capacity to train more than 2,000 candidates annually: **10 Marks**. Additionally, • Evidence of established employer partnerships and placement support systems

	Total Marks: 20		resulting in candidate placements: 10 **Marks**.
4	The bidder should demonstrate a strong focus on inclusion and equitable access through implementation of training interventions targeting economically vulnerable households, women, SC/ST communities, persons with disabilities, minority communities, and beneficiaries from aspirational, backward, tribal, border and Left-Wing Extremism (LWE)-affected districts. **Total Marks: 5**	Project Reports, Client Certificates, Impact Reports, Programme Documentation, Completion Reports, or equivalent documentary evidence.	• Experience in implementing training interventions with over 20% beneficiaries from vulnerable groups, including women, SC/STs, PwDs, minorities, and beneficiaries from Aspirational, backward, tribal, border, or LWE-affected districts: **5 Marks**.
5	The bidder should possess, or demonstrate the ability to obtain prior to commencement of training, Accreditation and Affiliation of training centres in accordance with applicable Skill India Digital Hub (SIDH), NCVET, SSC, or any other relevant regulatory requirements, wherever applicable. **Total Marks: 5**	Accreditation Certificates, Affiliation Certificates, Undertaking, Approval Letters, or evidence of compliance capability.	• Existing valid Accreditation/Affiliation across proposed training centres: **5 Marks**. • Demonstrated capability and undertaking to obtain required Accreditation/Affiliation prior to commencement of training: **3 Marks**.
6	**Technical Proposal and Presentation** The Technical Proposal and Presentation shall be evaluated based on the bidder's understanding of the assignment, implementation strategy, training methodology, placement approach, inclusion strategy, monitoring framework, and overall suitability for delivering the scope of work under the ToR. **Total Marks: 35**	Technical Proposal and Presentation.	Refer to the Table Below (Table 2) on weightage for sections

7	**Key Personnel and Team Composition** The bidder shall propose a suitably qualified team with relevant experience in programme management, skilling, mobilization, training operations, placement facilitation, employer engagement, monitoring and evaluation, and community outreach. **Total Marks: 10**	CVs of Key Personnel clearly demonstrating educational qualifications and relevant experience.	• Marks shall be awarded based on the relevance of qualifications, years of experience, sector expertise, and suitability of the proposed team for undertaking the assignment, subject to a maximum of **10 Marks**.

Table 2: Technical Proposal Weightage (Refer S.No. 9)

Pillars	**Wt.**	**Criteria**	**Assessment basis**
A. Alignment with SOF's sector and job role focus and approach	23 pts	• **Strong focus on priority beneficiary groups,** including: o Economically vulnerable households o Gender focus o Other priority groups(to aspirational, backward, border, tribal and Left-Wing Extremism (LWE) affected districts) • Alignment of training programs with industry demand, reflected in TP's approach to job role selection • Focus on future-oriented and aspirational sectors and job roles under SOF • Ability to allocate at least 30% of training capacity proposed under SOF towards future-oriented jobs, starting in year 1 of SOF will be viewed favourably. This will be reflected in: • **Availability of training capacity** for proposed job	• **Mandatory:** Minimum of three proposed job, and operational training capacity for all proposed job roles (including required accreditations as specified in the technical proposal template) • **Favourably viewed:** Greater allocation to future-oriented job roles (aligned with PMKVY priorities) and a stronger focus on priority beneficiary groups (e.g. economically vulnerable households, women and other underserved groups) • All other criteria will be assessed and scored in accordance with the evaluation framework

		roles. This includes training centre capacity, availability of required training infrastructure, and trainers • **Past experience** in training programs in proposed sectors and job roles, including future-oriented sectors or aspirational job roles, while not mandatory, will be viewed favourably	

B. Intervention fit and quality	15 pts	• **Alignment with intervention guardrails** proposed as part of *Table 4* in terms of program costs, duration, and delivery model
		• **Training program quality**, as reflected in the quality of
		  • Curriculum (alignment with NSQF/NCVET or other equivalent industry-recognized standards)
		  • Trainers (qualification, certifications, experience in the sector, proposed trainer to candidate ratio)
		  • Training centres, facilities, and equipment
			• **Mandatory:** Alignment with all intervention guardrails and training program quality as per NSQF/NCVET requirements

C. Delivery capacity under OBF	20 pts	• **Track record** of strong outcomes. For evaluation under thisEoI , an average placement rate of over 60% over the last 3 years will be considered strong • **Strong employer and industry relationships** for placements • **Codification** of internal SOPs for training and placement, and quality standards • **Strong foundational systems** and processes at organisational level	• All criteria will be comparatively scored

		(HR, finance, governance, compliance etc.) • **Senior leadership experience** in the skilling sector and/or in outcomes-based programmes	
D. Data systems	15 pts	• **Use and maturity** of internal MEL systems (existence of MIS / tracking systems) • **Robust monitoring systems** enabling end-to-end beneficiary tracking, outcome reporting (placement, retention, salary), and readiness for independent verification	• **Mandatory:** Digital MIS and beneficiary tracking across enrolment, certification, placement and retention. • Remaining components under data systems will be comparatively scored
E. Scalability & health	12 pts	• **Number of beneficiaries** reached annually. An annual scale of 10,000 candidates enrolled will be considered strong under SOF; However, allowances may be made for niche or specialised courses and innovative programs. Preference will be given to organisations that also propose international placement. • **Financial Sustainability,** measured through profitability metrics for-profit TPs[1]; measured through stability and size of funding for non-profit	• **Mandatory:** Applicants must demonstrate a minimum historical annual delivery scale of 1,000 beneficiaries and meet the minimum financial eligibility requirements specified in theEoI . • All other criteria will be assessed and scored in accordance with the evaluation framework
F. Innovation & strategy	10 pts	• **Use of innovative models** and approaches to training and other activities mentioned in the scope of work • **Use of technology** (in delivery or monitoring systems), with demonstrated link to placement outcomes and cost per candidate • **Additional support services** provided to trainees (placement, retention, counselling, etc.)	• All criteria will be comparatively scored

G. Employment Quality	5 pts	• All trainees' placements should be in **formal jobs;** Past formal employment numbers will be assessed • Share of trainees placed in jobs with **social security benefits**. For thisEoI , a 30% share of such jobs in the total placements will be considered strong.	• **Mandatory:** All proposed job roles must lead to formal employment; min 50% of historical placements should be in formal employment • Remaining criteria will be comparatively scored

Note:

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

Tie-Breaking Rule:
In the event of equal combined scores, the Applicant with the higher Technical Score shall be ranked higher. In the event of further equality, NSDC's decision shall be final.

Given the responsibilities described in the section "Scope of work", please share your technical proposal for interventions that can help meet the goals of Skills Outcomes Fund and deliver on the outcomes defined in the scope of work.

The proposal should include details as outlined in the sections below and provide sufficient detail to enable assessment of the proposed intervention.

A. Organisation Overview and Delivery Capacity

Please provide an overview of your organisation and its capacity to deliver the proposed intervention under the Skills Outcomes Fund. The following are suggested inclusions:

- Organisation profile and core areas of work
- Geographic presence and training footprint, including bifurcation of number of training centres operated across various states and districts
- Experience in outcomes-based, performance-linked, or similar programmes (if any)
- Provide examples of experience delivering programmes in partnership with multiple stakeholders (e.g., employers, government agencies, funding partners, or implementation partners), including your role and approach to partnership management
- Organisation structure and governance arrangements
- Applicants must submit CVs of the top leadership (e.g. CEO, Executive Director, Managing Director, or equivalent) and the proposed Programme Lead, including:
    - Years of experience in the skilling sector
    - Experience leading outcomes-based or performance-linked programmes (if any)
    - Name(s) of the relevant programme(s) and role performed

- Please provide details of the organisational systems and processes currently in place to support delivery of the proposed intervention. Applicants should provide the information requested below for each organisational area

Organizational capability	Evidence to be provided by the TP
Governance	Organization structure / organogram showing Leadership oversight and program management structure
Programme management	Describe the systems and processes used to plan, including but not limited to managing and monitoring programme delivery, including target setting, progress monitoring and escalation of implementation issues
Dedicated teams for placement and retention support	Team structure and scope of work of personnel responsible for placement and employer engagement, and candidate retention and post-placement support
Financial management	Please provide audited financial statements as requested in the earlier section
HR / people management	Describe/provide the HR policy/processes in place
MIS / data management	Details are requested separately under Section E: Data Systems and Verification Readiness and will be assessed based on the information and supporting evidence provided therein.

- Describe how the proposed project team will be incentivised and managed to achieve certification, placement, and retention outcomes, including any performance management mechanisms used
- Please provide a note describing the organisation's key programme delivery SOPs and quality systems across the candidate journey. The note should specify, for each SOP:
    - Process covered and key process steps
    - Roles / responsibilities
    - Quality checks and controls
    - Escalation / exception handling
    - Date of last update and frequency of review / update

<u>Supporting documents:</u>

- Applicants to provide a description of relevant experience of key personnel proposed for this program and CVs of top leadership with details as mentioned
- Share an organogram of the proposed project management structure, including key personnel and their respective roles and responsibilities
- Relevant SOPs or quality assurance documents
    - Centre and quality check documentation, including but not limited to, proof of AEBAS systems (mandatory), relevant accreditations, and other requirements under PMKVY

B. Proposed Intervention

Please describe the intervention(s) for which funding is being sought under the Skills Outcomes Fund. The response should explain how the proposed intervention aligns with SOF's objectives and outcome requirements. The following are suggested inclusions. Applicants are also required to complete Attachments 1 to 3 below.

- Proposed sectors and job roles (Attachment 1.1)
    - List of proposed sectors and job roles, with indicative annual targets
        - TPs should propose a minimum of 3 job roles, with a strong rationale for inclusion and one job role should not take up more than 70% of the annual proposed allocation, with clear rationale for such an allocation
        - Additional information may be sought out for target allocation purposes
    - Proposed enrolment, certification, placement, and retention targets
    - Rationale for selection of sector and job roles
        - To be shared in line with criteria detailed in the EoI
        - Highlight degree of alignment with industry demand supported by labour market assessments with clearly cited sources and employment opportunities which is to be mentioned in Attachment 3
        - Highlight past experience in proposed sectors and job roles, if any
    - Explain the key design features, delivery approaches, and operational practices that will enable candidates to successfully progress from enrolment to certification, placement, and 3-month retention (Attachment 1.2)
- Target candidate profile and engagement strategy
    - Historical beneficiary profile (last 3 years) (Attachment 1.3)
    - Approach to mobilising and enrolling candidates, including the process for identifying eligible candidates and also ensuring a strong likelihood of successful employment outcomes for these candidates
    - Strategies to achieve gender and inclusion targets
    - Relevant examples from previous programs, if any
- Training quality (Attachment 2)
    - Provide programmatic details for skilling interventions proposed under the program (including training delivery model, quality of available training infrastructure, curriculum, trainers, trainer to candidate ratio, etc.) in line with program requirements mentioned in the EoI
    - Approach to curriculum design (include alignment with relevant NSQF Qualification Packs (QPs)/NCVET/SSC)
- Placement and post placement support strategy
    - Describe how your proposed intervention is designed to deliver sustained employment outcomes (domestic/international) under SOF (including specific placement and post placement support services proposed for candidates).
        - Details of existing employer partnerships, captive placements, Recruit-Train-Deploy (RTD) arrangements, or other demand-linked approaches (Attachment 3)
        - Evidence of placement demand and employer networks in proposed job roles.

- Describe the proposed post-placement support strategy, including but not limited to the support services provided, candidate and employer engagement approach, mechanisms for resolving workplace challenges

- Innovative features of the proposed intervention, including but not limited to programme design, delivery models, curriculum and pedagogy, employer engagement, strategies for retention of candidates in jobs, partnerships, financing mechanisms, monitoring and learning systems, and the use of technology
    - Describe the technology solutions currently used (if any) to support programme delivery, beneficiary management, monitoring, and organisational functions. For each technology solution, explain its operational purpose, rationale for use, and expected benefits.
- Organization systems and buy in:
    - Details of dedicated functional teams (or personnel where appropriate) for: (i) training delivery, (ii) placement and employer engagement, and (iii) candidate retention and post-placement support

<u>Attachments and supporting documents</u>

- **Attachment 1.1. Proposed Intervention(s) Summary**

(Added Year 2, Year 3 and Year 4 projections to provide visibility into the applicant's projected delivery trajectory and implementation appetite over the programme period)

Sector	**Job Role**	**NSQF Level**	**Training Hours**	**Annual Enrolment Target**	**Annual Enrolment Target - Male**	**Annual Enrolment Target - Female**	**Certification Target** *(% Certified / Enrolled)*	**Placement Target** *(% Placed/ Enrolled)*	**Retention Target** *(% Retained in job for 3 month / Enrolled)*
Year 1									
Year 2									
Year 3									
Year 4									

- **Attachment 1.2:** Based on certification, placement and retention targets proposed in Attachment 1.1, please provide:

- Attrition rates across certification, placement and retention milestones
- Briefly explain the principal drivers of attrition at each stage and the key interventions proposed to improve conversion rates

Outcome Stage	Proposed job role	Attrition rates under SOF	Key reasons for transition / attrition	Key interventions proposed to improve outcomes
Enrolled → Training Completion		%		
Training Completion → Certification		%		
Certification → Placement		%		
Placement → 3-Month Retention		%		

- **Attachment 1.3: Historical beneficiary profile (Last 3 Years)**

Historical beneficiary profile (Last 3 Years)	% of beneficiaries
Women	
Economically vulnerable households (define)	
Aspirational district beneficiaries	
Other priority beneficiary groups (specify)	

- **Attachment 2:** Curriculum/course outline for the proposed job role (NSQF QP mapping if applicable)
- **Attachment 3:** Details of current placement arrangements(for the proposed job roles) , including employer partnerships, captive placements, Recruit-Train-Deploy (RTD) arrangements, or other demand-linked approaches

  Note: All proposed job roles must have placements into formal employment

Proposed Job Role	Employer Name	Proposed Annual Hiring Demand	% of Proposed Annual Enrolment Supported	Type of Arrangement (MoU/RTD/Captive/Other)	Evidence Attached

- Details of partners

        - List of total active employer partners (by sector)
        - Number of employers providing repeat hiring (Top 10 by sectors)
            - Include name of employer, sector of placement, total number of hires (bifurcated for last 3 years in different columns), evidence type attached
    - Evidence of partnerships includes one or more of the following documents:
        - LOIs/MoU / partnership agreement
        - Employer confirmation letter
        - Email correspondence from an official employer domain
        - Employer appreciation/testimonial letter

C. Training Capacity

Provide details of organisational capacity and historical performance relevant to the proposed intervention. Applicants are also required to complete Attachments 4, 5, and 6 below.

Attachments and supporting documents

- **Attachment 4.** Training Capacity

Sector / Job Role	Centres Available	Trainers Available	Annual Training Capacity	Trainer-to-candidate ratios for proposed job role	Relevant Infrastructure / Equipment (job-role specific facilities if required)	Current Accreditation (status & accrediting body)*

Note (*): Under PMKVY 4.0, all Training Centres are required to qualify the prescribed Accreditation and Affiliation norms of the relevant Awarding Body and be onboarded on Skill India Digital before they can be allocated training targets

- **Attachment 5:** Training provider impact report, if any, detailing past intervention and capacity
- **Attachment 6:** All trainers deployed must meet the educational and experience requirements specified in the relevant Qualification Pack (QP) and hold a valid Trainer Certification (ToT/Awarding Body certification) for the applicable job role, in line with PMKVY/NCVET norms. For each proposed trainer, submit:
    - Trainer Name
    - Trainer ID
    - Qualification Pack (QP) Code & Job Role
    - Awarding Body/Sector Skill Council
    - Certificate/Credential ID
    - Validity of certification
    - Copy of the trainer certification (for record)

The Selection Committee reserves the right to verify the credentials through NSDC, the relevant Awarding Body, or the Sector Skill Council.

D. Past performance

- **Attachment 7.1:** Historical Performance (Last 3 Years)

Applicants must provide historical performance data for all sectors and job roles delivered over the last three years, including those proposed under SOF

Candidates	Sector / Job Role	Enrolled	Certified	Placed	Retained	% of placed candidates into formal employment	% of placed candidate receiving social security benefits (PF/ESIC	Avg. Salary
Year 1								
Male								
Female								
Total								
Year 2								
Male								
Female								
Total								
Year 3								
Male								
Female								
Total								

Attachment 7.2:

- Applications are required to submit a client declaration and supporting documentary evidence (third-party assessments and/or official documentary evidence) for all historical performance reported (both domestic/international).
    - Performance data supported by such evidence will be viewed more favourably during the evaluation process.
- Provide one or two examples of how evidence or performance data has informed changes to programme design or delivery to improve certification, placement, or retention outcomes

E. Data Systems and Verification Readiness

Please provide details of the systems and processes your organisation uses to track candidates, monitor outcomes, and support reporting and verification. The following are suggested inclusions:

- Description of the digital MIS and beneficiary tracking system used.
- Beneficiary-level data captured across the following outcome stages such as enrolment, certification, placement, retention (including duration of retention)

- Additional beneficiary-level outcomes tracked (e.g. salary/wages, employment status, career progression, or other outcomes).
- Data collection, validation and reporting processes
- Processes supporting independent verification and audits

Attachments and Supporting documents:

- **Attachment 8:** Sample beneficiary-level MIS report (showing beneficiary tracking across the programme lifecycle
- **Attachment 9:** Sample dashboard and/or system screenshots demonstrating beneficiary tracking and reporting capabilities.

SECTION IV: FORMS

(Documents Comprising Technical & Financial Proposal)

Form 1: Technical Proposal Submission Form

EOI No.:
EOI Title:

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

Dear Sir/Ma'am:

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

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the client.
(b) Our Proposal shall be valid and remain binding upon us for the period of **180 days** after the last date of submission.
(c) If extension of proposal validity required, Our Proposals' validity will automatically extend for 180 days more without any change in the original Proposal submitted by us and is binding upon us.
(d) We have no conflict of interest in accordance with ITB 3.
(e) We meet the eligibility requirements as stated in ITB 5, and we confirm our understanding of our obligation to abide by the NSDC's policy regarding corrupt and fraudulent practices as per **Section V – Code of Integrity**.
(f) We, along with any of our sub-Bidders, subcontractors, suppliers, or service providers for any part of the selection, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.
(g) In competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988
(h) We undertake to negotiate a contract if required by client in accordance with ITB clause 26.
(i) Our Proposal is binding upon us and subject to any modifications.

We undertake, if our Proposal is accepted and the Contract is signed or Notice to proceed or PO is issued, to initiate the Services related to the assignment no later than the date indicated in the

contract/letter/PO.
We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

____

Authorized Signature {In full and initials}: ______

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

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

Form 2: Bidder Information Form

EOI No.:
EOI Title:

I. General Information

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

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

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration	
2.	Legal Form of Entity (Company / LLP / Society / Trust)	
3.	Annual Turnover: 2025-26 (INR) 2024-25 (INR) 2023-24 (INR)	
4.	Relevant Experience:	
5.	Blacklisting Declaration	
6.	Other Declarations as required	

Form 3: Bidder Past Experience Form

EOI No.:
EOI Title:

1. **Relevant Experience**

Field	Assignment No. 1	Assignment No. 2
Name of Client / Host Institution		
Location (City & State)		
Name of Project / Engagement		
Year of Commencement		
Duration of Engagement		
Total Project / Contract Value (INR)		
Technology Domain / Scope of Training		
Number of Students Trained		
Number of Certifications Delivered		
Status (Completed / Ongoing)		
Client Contact Name & Email		

Above format to be used to share for all 3 relevant experience .

From 4: Check List for Bidders

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

EOI No.:
EOI Title:

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

Form 5: Format for turnover and Financial Capability of Bidder

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

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

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

Signed by CA with UDIN /Statutory Auditors

(with seal & registration no.)

(Signature of Bidder) with SEAL

Form 7: Conflict of Interest Declaration Form

[Project Name]
(EOI) No: [EOI Number]

To:
[Procuring Entity Name]
[Address]

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

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

Details of Any Conflicts of Interest

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

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

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

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

Name:
Title:
Signature:
Date:

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

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

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

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

Dear Sir/Madam,

We, the undersigned, do hereby declare that:

1. We have not been debarred, blacklisted, or suspended by any Central Government, State Government, Government Department, Government Agency, Government-affiliated Agency, Public Sector Undertaking (PSU), or any Multilateral Agency at the time of submission of this bid.
2. There is no consistent history of court or arbitration decisions against us that adversely affect our ability to perform this contract.
3. We further declare that there are no ongoing high-value disputes or litigation/arbitration proceedings that may impact the execution of this project, should the contract be awarded to us.
4. The Company has no pending winding-up, insolvency, dissolution, or liquidation proceedings before any court, tribunal, or competent authority.
5. There are no criminal proceedings pending against the Company or any of its directors, promoters, or key managerial personnel that may impair the Company's capacity or integrity in fulfilling the ASC engagement.
6. The Company has not been terminated for cause from any contract with any government body, public authority, educational institution, or statutory entity in the preceding five (5) years.

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

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

Fin Form 1: Financial Proposal Submission Form

Instructions

1. All financial quotations shall be provided in Indian Rupees (INR) only and shall be prepared in accordance with the applicable Common Cost Norms and any other guidelines specified by the Client under the Programme ToR.

2. Please provide proposed programme costs based on applicable Common Cost Norms (CCN)[1] for the sectors and job roles proposed under the intervention. Please also provide a view of aggregated costs for each proposed intervention, aligned with the enrolment targets indicated in the Technical Proposal.

Sector / Job Role	NSQF Level	CCN Category	Training Duration (Hours)[1]	Applicable CCN Rate (INR per hour)	OJT duration (hours)[2]	OJT costs[2]	Additional implementation costs (e.g., residential)[3]	Proposed Enrolment Target	Total Proposed Program Cost (INR)

Note:

1. Training Duration refers to the duration of institutional training proposed for the job role.
2. OJT Duration refers to the duration of On-the-Job Training (OJT), where mandated under the applicable NSQF Qualification Pack (QP). Applicants should include OJT hours and the associated costs only where OJT is prescribed under the relevant NSQF-aligned QP. The applicable OJT rate shall be 33% of the applicable CCN training rate for the proposed job role, in accordance with the prevailing Common Cost Norms.
3. Includes eligible costs under prevailing CCN guidelines, such as boarding & lodging, and other permissible provisions. The total proposed input cost per candidate, inclusive of these additional costs, must remain within the applicable SOF input cost cap.

A. Working Capital Requirements

Please provide details of the working capital requirements for the proposed intervention. The information provided will be used to understand the scale of upfront funding required to support programme delivery. Applicants are required to complete Table below.

[1] Please refer to the link below for the applicable Common Cost Norms:
https://www.msde.gov.in/static/uploads/2026/02/e9d4a048905774c3abe00a2fdb0fdb09.pdf

Attachment 2:

Working Capital Requirements	Details
Please estimate the peak working capital requirement for delivery of the proposed annual targets, clearly stating the key assumptions and basis of calculation (e.g., implementation costs, expected cash outflows, and timing of outcome payments)	
Existing Access to Working Capital (Yes/No)	
Source of Working Capital (Internal Reserves/ Bank Facilities / Philanthropic Capital / Other)	
Additional Working Capital Support Required under SOF (if any)	

- If the applicant does not intend to avail working capital support under SOF, please describe the proposed funding approach for programme implementation.

Note:

1. The Training Provider acknowledges that payments under the Programme are linked to the achievement and verification of specified milestones and/or outcome targets. The outcome-based payment structure shall serve as the primary performance assurance mechanism under the Agreement.
2. The Training Provider shall maintain adequate financial, operational and human resource capacity throughout the duration of the Programme to fulfil its obligations under the Agreement.
3. The Client reserves the right to withhold, defer, reduce, deny, or recover payments in cases of non-performance, under-performance, non-achievement of outcome targets, breach of contractual obligations, misrepresentation, fraud, or non-compliance with Programme requirements.
4. The Training Provider shall extend full cooperation to the Client, Independent Verification Agency, Third-Party Monitor, Auditor, or any agency appointed by the Client for review, inspection, validation, monitoring, or verification of Programme activities and outcomes.

SECTION V: FRAUD AND CORRUPT PRACTICES

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

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

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

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

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

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

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

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

SECTION V: TERMS OF REFERENCE

Background

The National Skill Development Corporation (NSDC), under the aegis of the Ministry of Skill Development and Entrepreneurship (MSDE), is establishing the Skills Outcomes Fund (SOF), a large-scale outcomes-based financing program focused on improving livelihood outcomes in India. SOF will operate within the broader institutional framework of the Pradhan Mantri Kaushal Vikas Yojana (PMKVY), while introducing an outcomes-based financing approach to strengthen employment outcomes and complement existing skilling initiatives. While SOF has its own programme design, outcome framework and delivery requirements, applicable PMKVY, NCVET and other government requirements relating to training standards, accreditation and affiliation, assessment and certification, and other relevant operational processes will apply as specified in this EoI.

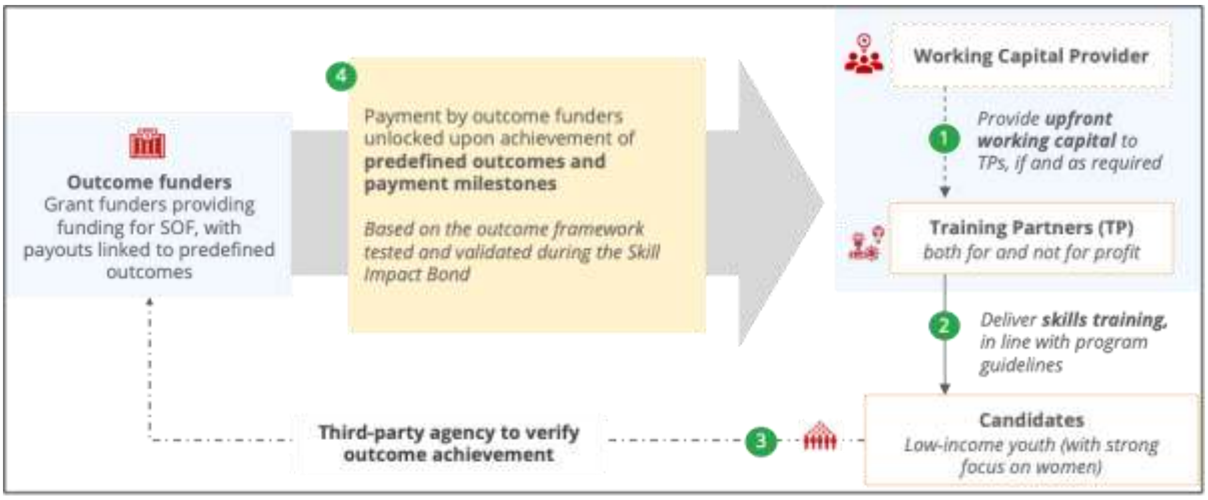
Objectives of the program:

- SOF aims to support skilling programs that generate sustained employment outcomes (both domestic and international placements) for candidates. This requires a strong alignment between training programs and employer demand, improved placement support, and greater focus on retention and long-term employability outcomes for youth, as industry demand evolves rapidly across sectors
- An Outcomes-Based Financing (OBF) approach will be used, under which, funding will be linked to the achievement of predefined and independently verified outcomes, such as certification post successful training completion, job placement, and retention in employment.
- This approach creates stronger alignment between training delivery and employment outcomes, while also encouraging continuous performance improvement, industry engagement, and stronger post-placement support for candidates.

India has already demonstrated the potential of this approach through the Skill Impact Bond (SIB), implemented between 2021 and 2026. The program supported more than 50,000 low-income youth and enabled training providers to achieve strong employment outcomes for beneficiaries via-a-vis traditional grant-based programs, demonstrating the impact of an OBF program and building a repository of organizational best practices and learnings for future programs.

The broad program structure for SOF is illustrated in Exhibit 1.

Exhibit 1: The Skills Outcomes Fund



Key features of SOF:

- **Tenure:** 4 years for programmatic delivery
- **Beneficiary focus:** Support more than 200,000 youth including 50% women
- **Duration: 4 years (2026-2030)**
- **Geographic scope**: Pan India
- **Sector and job role focus**: The proposed job roles should be NSQF aligned, approved by NCVET and have active QPs. The job roles should be NSQF Level 3 and above with focus on sectors aligned with industry demand. Special emphasis on aspirational and future-oriented sectors of national priority such as Green Skills, IT-ITeS, Electronics, Telecom, Healthcare, BFSI, Logistics, and other emerging sectors (details to follow in the EoI document)
- **Alignment with government guidelines**: Training Providers should align proposed programs with SOF's intervention requirements and comply with applicable government skilling frameworks and guidelines, such as the Common Cost Norms (CCN) for determining eligible training costs, NCVET guidelines for assessments and certification, training center accreditation and affiliations on SIDH

Purpose of the EoI

Through this EoI , NSDC seeks to identify and empanel Training Providers with the proven capability to deliver industry aligned skilling programmes and achieve strong employment outcomes under the Skills Outcomes Fund (SOF).

The objective of this EoI is to evaluate and select high-performing Training Providers that demonstrate the capacity to deliver sustained employment outcomes for youth. The eligibility and evaluation criteria outlined in this EoI are intended to identify providers best positioned to deliver these objectives.

While all Bidders will be subject to a common application and evaluation process via this EoI , aspects such as target allocation, engagement approach, performance expectations, and implementation support may be tailored based on the capabilities and requirements of the selected Training Provider.

The document aims to:

1. Introduce the Skills Outcomes Fund
2. Detail the scope of work for Training Partners bidding for the EoI
3. Provide instructions for preparing and submitting proposals

Program Details and Delivery Guardrails

The following section outlines the key program parameters and delivery guardrails applicable under SOF. Training Providers are expected to design and implement interventions that align with these requirements while demonstrating strong potential to achieve the program's outcome objectives.

Table 4: Program parameters

Parameter	**Description**
Target candidate profile	• **Age:** Youth, age 18 to 40 years.

	• **Employment status:** Individuals who are NEET (not in employment, education, or training) at the time of enrolment
	• **Education status:** Undergraduate degree holder or below, including school/college dropouts, in line with NSQF eligibility requirement for the job role
	• **Inclusion and priority focus:**
	  o **Economic vulnerability:** SOF has a very strong focus on beneficiaries from low-income households
	  o **Gender:** SOF aims to bring a deep focus on women's participation. Accordingly, at least 50% of candidates in the program should be women. TPs are encouraged to meet this criterion at every stage of the program, starting from enrolment and sustain it through training completion, certification, placement, and retention milestones
	  o **Priority groups:** Special attention to aspirational, backward, border, tribal and Left-Wing Extremism (LWE) affected districts, including skilling requirements for other countries
	  o **Aspirational districts:** Priority to also be given to cover youth from aspirational districts *(as defined by MSDE, list attached as part of Annexure 1)* and marginalised youth[2] and individuals

Sector and job role focus	**The Skills Outcomes Fund will prioritize training linked to industry demand, with a strong emphasis on future-oriented and aspirational jobs.**
	
	Under SOFs, TPs will be expected to **follow a demand-driven approach.** As such, TPs will retain flexibility in final selection of job roles based on industry demand and their organizational capabilities, **within SOF's overall guidelines and SOPs. These are classified into the follow two categories:**
	
	1. Future-oriented job roles:
	  o Starting in year 1, at least 30% of training capacity allocated to SOF by each TP should be towards future-oriented jobs supported by demonstrated, verifiable employer demand. Training providers are encouraged to select job roles from the PMKVY list of future-oriented job roles provided in Annexure 2
	  o Exceptions will be considered for niche or specialised job roles or other proposed programmes (at or above NSQF Level

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

	3) demonstrating exceptionally strong and verifiable employer demand o This share is expected to increase over SOF's tenure, as industry demand and delivery capacity evolves. 2. **Aspirational job roles**: o The remaining training capacity will focus on conventional / regular sectors, with roles that must be at NSQF Level 3 and above, aligned with industry demand o These roles should be selected to align with SOF's target candidate profile listed above, particularly in terms of entry requirements and educational qualifications for the role and Income potential • Training provider's will be required to substantiate the rationale for selecting the role, including evidence of demand and employment potential (Qualitative and/or quantitative evidence may be provided to support this rationale) o The demand for all job roles should be evidenced through mechanisms such as Recruit-Train-Deploy (RTD) arrangements, employer commitments, Letters of Intent, or other acceptable proof of workforce requirements as specified • All proposed job roles must be aligned with the relevant Qualification Pack (QP) and NSQF level, in accordance with NCVET/PMKVY norms or other equivalent industry-recognised standards, where applicable
Expected training delivery model	• **Training duration**: Between 300 to 600 hours, aligned with NSQF requirements and applicable guidelines; scope to consider programs outside this duration window if it meets rest of the criteria set forth in the EoI • **Training costs**: Per candidate costs will be aligned with the prevailing rates of Government's Common Cost Norms or CCN (Annexure 3, Part A). • Accordingly, for each training program, the total cost per candidate enrolled will be computed based on the per hour training costs prescribed under CCN for the program in question, and the training duration prescribed for the program • While TPs have the flexibility to design curricula and map them to the relevant NSQF Qualification Pack (QP) or other equivalent industry-recognized standards, training duration for

	each job role will be aligned with corresponding NSQF guidelines for the purpose of cost computation
	• The CCN-based per hour training cost is inclusive of mobilization, training delivery, placement support, and post-placement support costs. Any additional costs proposed by TPs, including residential support, on-the-job training, or any other candidate support services, must be permissible under applicable CCN guidelines and should be costed in accordance with prescribed norms and limits.
	• In addition to the hourly CCN costs, the following provisions may be included, where applicable, in line with prevailing government / PMKVY guidelines:
	  • Inclusion of assessment costs of INR 600 per assessment
	  • Boarding and lodging costs: As applicable under the 2026 CCN guidelines, based on city and location of training
	  • On-the-job training costs: TPs to be paid 33%[3] of the applicable hourly cost per candidate (prescribed as per CCN) for the number of OJT hours (prescribed as per NSQF/NCVET qualification packs)[4], for successfully organizing the OJT, provided that the overall program inclusive of OJT component, meets SOF's cost caps (provided below)
	  • These additional costs may be included, <u>provided that the total cost per candidate enrolled, inclusive of OJT and boarding components, meets SOF's cost caps </u>(provided below)
	• Training costs are expected to remain within **INR 10,000 to 35,000 per candidate enrolled**. A limited number of interventions may exceed this cap where justified by strategic programme objectives and where appropriate rationale has been shared by TPs, provided such exceptions remain within the overall programme budget. Such cases will be reviewed and approved on a case-by-case basis.
	  o Examples may include pilot interventions in strategically important emerging job roles with demonstrably higher training costs, or interventions that unlock access to underserved geographies or beneficiary segments where

[3] Compensation rates are aligned with PMKVY norms. Under PMKVY, OJT compensation is set at 50% of the hourly cost calculated using base CCN rates, which equates to approximately 67% of the full CCN rate. As SOF uses the full CCN rate as the basis for cost calculations, the corresponding allocation for OJT has been adjusted to 33%.

[4] The prescribed OJT hours shall be compensated separately at the OJT rate and shall not be considered part of the base training duration used to determine the cost per candidate enrolled.

	additional costs are expected to generate significant programme learning or market development benefit
	• **Delivery model:** SOF will provide flexibility for training providers to adopt diverse training models and delivery formats based on sector requirements, candidate needs, and local market contexts, while remaining aligned with applicable cost norms and NSQF frameworks. This may include:
	  • Traditional classroom-based, hybrid, or digital-first delivery models, with appropriate learner support and tracking mechanisms
	  • Industry-integrated programmes that support captive placements and demand-led skilling
	  • Residential and non-residential training models, provided that residential programs meet prescribed costing requirements
	  • Any additional modules to strengthen employability and workplace readiness, including communication skills, customer engagement, workplace behaviour, financial literacy, digital literacy, and confidence building
	• **Employer engagement:** TPs are expected to demonstrate strong employer partnerships and placement capabilities
	• **Placement and post-placement support**: TPs will have the flexibility to design and deliver support interventions tailored to the needs of their target candidates and sectors. Such support may include, but is not limited to placement preparation support, alumni / industry interaction and counselling, structured support for migratory placements, including national/international mobility, minimum job quality standards and non-negotiable criteria for employers prior to onboarding, and any other innovative support services to drive strong placement and retention outcomes

Outcomes tracking (including payment and performance metrics)	• **Payment-linked metrics:** Payments under SOF will be linked to the following independently verified outcome milestones
	  o **<u>Certification</u>**: Number of candidates achieving successful assessment/re-assessment by a third-party assessing agency or employer post completion of training, with certification issued by an awarding body approved by NCVET, or a recognized international agency.
	  o **<u>Placement:</u>** Number of candidates (enrolled under the program) getting placed in a job and successfully joining with the employer in the Sector of Training post certification.

	While training needs to happen in India, placements in jobs abroad is permitted in the program. o <u>**Retention**</u>: Number of candidates employed for a period of 90 days from date of first placement as per the appointment letter including maximum break of 30 days ("3-Month Retention"). • **Tracking metrics:** The training outcomes including enrolments need to be uploaded on SIDH and following metrics will be tracked to monitor program performance, progress, and impact o **Enrolment**: Number of learners successfully enrolled on SIDH. o **Attendance (for both trainers and candidates):** Percentage share of overall training program duration (target attendance: 70% for candidates, in line with PMKVY 4.0 guidelines) o **Attrition:** Percentage share learners dropping out at each stage o **Job Offers:** Number of job offers received per candidate, as reported by Training Provider and monitored by the PMU o **Candidates:** Gender (women participation from enrolment till retention), SEDG, HH income, geography o **Salary:** o Salary for any job role to not be less than the state-prescribed minimum wage for that role o Ability to earn aspirational wages (job roles offering significantly higher than state prescribed minimum wage or higher than industry standards) o **Sectors:** Percentage share of jobs in futuristic sectors; All in aspirational job roles
Working capital	• Under SOF, payments will be linked to the achievement of pre-defined and independently verified employment outcomes (as stated above). • Given the time lag in the realization and verification of placement and retention outcomes, particularly for longer-duration courses, training providers may require interim working capital support. • Accordingly, SOF will provide training providers with the option of accessing up-front financing to cover operating costs, disbursed in accordance with a predefined schedule and partially linked to programme outcomes. Availing of this financing mechanism will be based on the requirements of individual training providers and will not be mandatory.

Training Provider Scope of Work

Selected Training Providers will be responsible for the end-to-end delivery of skilling interventions under SOF, including candidate mobilization and selection, training delivery, placement, retention support, and reporting. The responsibilities outlined below represent the minimum requirements expected under the program. The scope of work includes selected best practices from the Skill Impact Bond. Detailed implementation guidance and additional operational best practices will be shared with selected Training Providers during programme onboarding.

Table 5: Training Provider Scope of Work

Parameter	Description
Program design and operational readiness	• Design training interventions aligned with SOF objectives, sector priorities, beneficiary profiles, and outcome targets • Define delivery model, mobilisation approach, placement strategy, and post-placement support mechanisms • Recruit and deploy qualified staff as required, establish operational systems, and ensure centre and infrastructure readiness prior to implementation

Candidate mobilisation and enrolment	• Mobilise eligible candidates aligned with SOF's eligibility criteria and inclusion priorities, using tailored approaches to improve enrolment quality, reduce dropouts, and strengthen program outcomes (i.e., certification, placement, and 3-month retention)
	  o Conduct outreach, screening, counselling, selection and successful enrolment of candidates
	  o Other approaches may include, but not be limited to, community outreach, family engagement, alumni referrals, and pre-enrolment counselling and orientations to support informed participation, reduce mid-program dropouts, and improve long-term retention outcomes
	  o For women candidates, implement targeted mobilization, including women counsellors and family engagement strategies that address concerns related to safety, mobility, and employment conditions, enabling informed enrolment and sustained participation.
	• Maintain candidate documentation and enrolment records in prescribed formats and upload required data on SIDH and as per program guidelines. Plan training centre operations, batch schedules, and enrolments in line with annual targets and implementation plans agreed under SOF (Intervention timelines detailed in subsequent sections)

Training delivery and candidate support	• Deliver training programs in line with approved curriculum, duration, and quality standards; curriculum aligned with NSQF/NCVET/SSC

	• Incorporate employer feedback into curriculum delivery, mock interviews, and workplace readiness activities to ensure training remains aligned with evolving industry requirements while remaining compliant with NSQF/NCVET standards • Incorporate experiential learning approaches, such as workplace simulations, role plays, and job-specific scenarios, to strengthen workplace readiness and ease candidates' transition into employment • Adopt gender-responsive training practices, including sensitisation of trainers and peers and appropriate learner support mechanisms, to improve participation and retention of women candidates, particularly in non-traditional job roles • Facilitate assessments and certification as per prescribed guidelines Provide employability, counselling, placement preparation, and transition support services, where applicable
Placement and retention support	Given SOF's outcomes-based structure, **employment outcomes are expected to inform program design and delivery from the outset**. Training Providers should maintain a strong focus on placement and retention throughout the candidate's training lifecycle and are expected to: • Establish and maintain employer partnerships to identify hiring demand, aggregate placement opportunities, and inform job role selection, target setting, mobilisation, and training delivery; formalized employer engagement and organized employer networks will be encouraged (for instance, captive placement models or other employer partnerships) • Establish structured employer engagement processes, including employer due diligence and minimum job quality standards, to improve placement quality and long-term retention outcomes o Employers participating under SOF should comply with applicable labour laws, including payment of wages not less than the state-prescribed minimum wage • Coordinate employer outreach, interviews, candidate onboarding, placement documentation, and related employer engagement activities • Facilitate placements in jobs aligned with the approved sector and job role of training, and support candidates in transitioning into employment • Prepare candidates for employment through activities such as career counselling, interview preparation, employer interactions, workplace readiness training, functional English, financial and digital literacy, and professional conduct and other placement preparation support

	• Provide post-placement support to improve retention outcomes, including regular follow-up, counselling, issue resolution, and support for workplace, accommodation, or relocation-related challenges, where relevant • Regularly track candidate engagement and employer feedback to identify candidates at risk of dropping out or leaving employment early, and implement timely interventions to improve retention outcomes, ensuring achievement of agreed placement and 3-month retention targets
Work closely with PMU to ensure outcomes are met	• Work closely with SOF PMU in NSDC and participate in regular reviews and performance management processes • Regularly report programme and outcome data as per prescribed guidelines from time to time, and support data validation and verification processes • Regularly track and report performance against performance metrics, identify delivery challenges and risks, and implement corrective actions, where required
Monitoring, reporting, and compliance requirements	• Maintain complete and accurate data on candidate profile, training, placement, retention, and financial records as per the prescribed guidelines • Track candidate progress and outcomes from enrolment through retention using prescribed MIS and reporting systems • Submit periodic operational, outcome, and financial reports in prescribed formats (documentation eligible for reporting payment metrics in Annexure 4) • Support independent verification, audits, surveys, validation exercises, and evaluation activities under SOF • Comply with MEL requirements prescribed under SOF, including any modifications to MEL frameworks and reporting processes introduced during the course of programme implementation
Intervention timelines and milestone reporting	• Training providers have flexibility to plan enrolments as per allocated annual target within a defined enrolment window (from Month 1 to 9 in the given program year[5], which would also include mobilization time)

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

- **Financial Year** (FY) means the period commencing on 1 April of a calendar year and ending on 31 March of the immediately succeeding calendar year, in accordance with the financial year followed in India
- **Calendar Year** (CY) means the period commencing on 1 January, ending on 31 December of the same year.

- Enrolment windows will vary based on programme duration to ensure sufficient time for training and certification to be completed for all candidates enrolled within one programme year. Training Providers should plan mobilisation and enrolment activities accordingly.
- Training providers will be assigned annual targets for candidates to be enrolled and certified.
- Candidates must meet the minimum attendance requirements prescribed under applicable PMKVY/NCVET guidelines to be eligible for assessment and certification
- For the purposes of the timelines below, X refers to the start date of any training batch as per SIDH

Training milestone	Timeline for activity	Reporting timeline for TPs
Mobilization	X - 60 to X - 30 days, depending on course type	-
Training delivery	X + 30 to X + 270 days (depending on the job role, applicable NSQF requirements)	-
Assessment (A)	X + 37 to X + 277 days (Within 7 days of training completion, scheduled on SIDH)	-
Certification (C)	X + 44 to X + 284 days (Within 14 days of training completion)	Within 10 days of assessment
Placement (P)	C+90 days (Candidates not placed within a 90 day period post training will be considered unplaced for outcome measurement purposes.)	Within 10 days from candidate joining a job

	Retention (R)	P+120 days (Candidates must demonstrate employment for a period of 90 calendar days (i.e., 3 months), within a window of up to 4 months from the date of placement. Candidates not meeting this requirement will be considered not to have achieved the retention outcome)	Within 10 days of candidate completing each month retention in the job	

Service Level & Penalty for Non-Compliance

S. No.	Service Level / KPI	Required Standard / Timeline	Penalty for Non-Compliance
1	Operational Readiness	Complete deployment of staff, training infrastructure, accreditations, MIS and centre readiness at least 15 days before programme/batch commencement	0.5% of quarterly payable amount per week of delay, up to 5%
2	Annual Enrolment Achievement	Achieve at least 95% of allocated annual enrolment target and upload all records on SIDH within prescribed timelines	For every 10% shortfall against the agreed target, future cohort enrolments targets may be reduced by 5%.
3	Outcomes Achievement (Certification, Placement & Retention)	Achieve at least 90% of certification targets, 85% of placement targets, and 80% of 3-month retention targets as approved by NSDC	For every 10% shortfall against the agreed target, future cohort enrolment targets may be reduced by 5%.
4	MIS, Reporting & Data Accuracy	Submission of outcomes within prescribed timelines; data accuracy level of at least 95%	₹5,000 per delayed outcomes beyond prescribed timelines

5	Compliance & Support for Verification	100% cooperation during audits, independent verification, field visits, and document validation exercises	₹5,000 per instance of non-cooperation or delayed submission of records beyond 15 days
6	Key Personnel & Quality Compliance	No replacement of approved key personnel without prior NSDC approval; maintain all training quality, accreditation and trainer certification requirements	₹5,000 per unauthorized replacement and/or 1% of quarterly payment for major quality non-compliance

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 expression of interest dated {DD-MM-YYYY}, ("EOI") to be read along with corrigendum issued with the EOI, 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 EOI 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 EOI 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 EOI, 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. NSDC shall have or obtain no rights in any Service Provider Knowledge Base other than (a) to use the same on a non exclusive and non transferable basis and otherwise as authorized by Service Provider, (b) to the extent the Service Provider Knowledge Base is incorporated into a Deliverable, to use it on a non exclusive and non transferable basis as part of the Deliverable for purposes of NSDC's internal business objective (which includes any business associated with any Ministry of India), or (c) pursuant to Service Provider 's standard licence for such Service Provider Knowledge Base or, in the case of Service Provider Knowledge Base owned by third parties, pursuant to terms acceptable to the applicable third party and as intimated to NSDC by Service Provider. If any Service Provider Knowledge Base is made available to NSDC under (a) above, it will be made available in an "AS IS" condition and without express or implied warranties of any kind; and any Service Provider Knowledge Base made available under (c) above shall be subject only to applicable terms of the applicable licence.

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

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

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

13. **Indemnification**

13.1. Without limiting any other rights which NSDC may have under this Agreement and under law, the Service Provider shall indemnify, defend, hold harmless and keep indemnified NSDC, its associates, partners or its directors or its employees from and against any claim or loss including without limitation, fines, penalties, fees, damage, costs (including legal fees and expenses) liability (whether criminal or civil) suffered and/or incurred by NSDC, its affiliates or its directors or its employees arising from or in connection with the performance of the Services by the Service Provider under this Agreement or due to any breach of the terms and condition of this Agreement including any covenants, obligations and representations and warranties of the Service Provider, or with any applicable laws and regulations governing the performance of the Services by the Service Provider under this Agreement. The provisions of this Clause 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. During the course of performance of the Services under this Agreement, the Service Provider may have access to information which could be confidential and proprietary information of NSDC as well as of its associates, affiliates, partners or its clients, including but not limited to business plans, financial information, mechanisms, business related functions, activities and services, computer lists, knowledge of customer needs and preferences, trade secrets, business strategies, marketing strategies, methods of operation, tax records, markets, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, other valuable information, personally identifiable information, confidential information and trade related information relating to the activities of NSDC or its associates and partners (collectively the "Confidential Information"). Any Confidential Information shall be considered confidential regardless of whether or not it is expressly marked as being confidential or proprietary and regardless of the form in which such information is communicated to the Service Provider, whether it be oral, in writing or by any other form or mode of communication (including, but not limited to electronic or magnetic recordings and e-mail communications).

14.2. The Service Provider agrees and undertakes not to disclose or disseminate (or cause to be disclosed or disseminated), whether directly or indirectly, Confidential Information to any third party, without the express prior written authorization by NSDC. Without prejudice to the generality of the foregoing, it is understood that Confidential Information may be disclosed by the Service Provider only for the purpose of complying with its contractual obligations under this Agreement. In any event, the Service Provider shall ensure that any person to whom Confidential Information is communicated by the Service Provider, must abide by the terms of this Clause 13 as if they were themselves a party to it.

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

14.4. The Service Provider undertakes not to use (and to take reasonable efforts to cause any person to whom it has communicated Confidential Information not to use)

Confidential Information, except in accordance with this Agreement. More generally, nothing in this Agreement related to the disclosure of Confidential Information shall be interpreted as a licence, implicit or explicit, to use the Confidential Information in any manner other than as contemplated herein or, more generally, for the purpose for which it was disclosed.

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

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

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

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

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

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

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

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

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

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

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

15. Force Majeure

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

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

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

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

16. Governing Law, Dispute Resolution and Jurisdiction

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

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

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

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

17. COMPLIANCE WITH ANTI-CORRUPTION LAWS

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

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

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

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

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

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

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

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

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

Annexure-III

DEFINITIONS:

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

Pre-requisites:

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

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