

**STANDARD PROCUREMENT DOCUMENT**



**NSDC INTERNATIONAL LIMITED**

**EOI FOR SELECTION OF PLATFORM PARTNER  
TO BUILD, OWN & OPERATE  
A UNIFIED AI-ENABLED DIGITAL PLATFORM  
AND MIGRATION SUPPORT ECOSYSTEM FOR INDIAN  
INTERNATIONAL MIGRANT WORKERS, UNDER A PLATFORM LICENCE & CREDENTIAL FEE FRAMEWORK**

**EOI No: REOI/NSDCI/PLATFORM/2026/69  
Department – (NSDC International)**

**Last Date and Time for Submission: 01.10.2026 at 05:00 PM**

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

**Procurement Schedule**

|                                                                                                                                      |                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <b>Proposal Security</b>                                                                                                             | <b>Proposal security is <i>not applicable</i>.</b>                                           |
| <b>Date and place of commencement of RFP</b>                                                                                         | <b>10.09.2026</b><br><a href="https://nsdc.eproc.in/">https://nsdc.eproc.in/</a>             |
| <b>Last Date and Time for receipt of queries on mail</b><br><a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a> | <b>17.09.2026 at 05:00 PM</b>                                                                |
| <b>Last Date and Time for submission of Technical Proposal</b>                                                                       | <b>01.10.2026 at 05:00 PM</b>                                                                |
| <b>Date of opening for Technical Proposal &amp; Place of Submission of Proposals</b>                                                 | <b>01.10.2026 at 05:30 PM</b><br><a href="https://nsdc.eproc.in/">https://nsdc.eproc.in/</a> |

## SECTION I: INSTRUCTIONS TO APPLICANT/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 applicant/bidder.
- 1.2 “Applicable Law” means the laws and any other instruments having the force of law in India.
- 1.3 “NSDCI” means “NSDC International Limited”.
- 1.4 “Applicant/Bidder” means a legally established entity that may provide or provides the Services to the NSDCI under the Contract and who is applying for this project.
- 1.5 “Contract” / “Agreement” means a legally binding written agreement signed between the NSDCI and the Platform Partner.
- 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 NSDCI. It excludes the NSDCI’s official public holidays.
- 1.7 “Government” means the Government of India.
- 1.8 “Platform Partner” / “PP” means the applicant/bidder selected by the NSDCI through this procurement process and to whom the Contract is awarded, responsible for investing in, designing, developing, deploying, owning, operationalizing, and managing the Platform at its own cost and risk under the Platform Licence & Credential Fee Framework.
- 1.9 “In writing” means communicated in written form (e.g. by mail or e-mail, including through the electronic-procurement system used by the NSDCI) with proof of receipt.
- 1.10 “ITB” (this Section I of the EOI) means the Instructions to applicant/bidder that provide the applicant/bidder all the information needed to prepare their Proposals.
- 1.11 “Proposal” means the Technical Proposal of the applicant/bidder submitted in response to this EOI.
- 1.12 “EOI” means this Expression of Interest prepared by the NSDCI for the selection of the Platform Partner.
- 1.13 “Services” means the work to be performed by the Platform Partner pursuant to the Contract, as set out in the Terms of Reference.
- 1.14 “Terms of Reference (TOR)” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, the respective responsibilities of the NSDCI and the Platform Partner, and the expected results and deliverables of the assignment.

#### Key Definitions of Scope / TOR (Terms of Reference)

| Term                         | Definition / Scope                                                                                                                                                                                                                   |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Applicant/Bidder</b>      | Any legal entity submitting a response to this EOI. Upon selection and award of contract, the applicant/bidder shall be referred to as the Platform Partner (PP).                                                                    |
| <b>Platform Partner (PP)</b> | The entity selected by NSDCI through this procurement process, responsible for investing in, building, owning, operating, and managing the Platform at its own cost and risk under the Platform Licence & Credential Fee Framework.  |
| <b>Platform / Project</b>    | A unified AI-enabled digital platform and migration support ecosystem for Indian international migrant workers, integrating identity, skilling, document management, verified employment access, financial services, housing, travel |

| Term                                                   | Definition / Scope                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                        | and grievance support within a DPI-anchored framework, deployed initially in the Launch Corridor with phased expansion to Priority Corridors.                                                                                                                                                                                                                                                                                                                                                   |
| <b>Destination Country</b>                             | Any country outside India in which the Platform operates or is proposed to operate.                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Corridor</b>                                        | The migration route between India and a Destination Country, together with the associated regulatory, employer, financial and welfare ecosystem.                                                                                                                                                                                                                                                                                                                                                |
| <b>Launch Corridor</b>                                 | The Corridor in which the Platform is first deployed at Phase 1 go-live, as confirmed in the Phase 0 Inception Report approved by NSDCI.                                                                                                                                                                                                                                                                                                                                                        |
| <b>Priority Corridors</b>                              | The Corridors identified by NSDCI for phased expansion — illustratively, Gulf Cooperation Council countries (UAE, Saudi Arabia, Qatar, Oman, Kuwait, Bahrain) and European countries (Germany, Netherlands, Poland, Portugal, Ireland and the Nordics) — and such other Corridors as NSDCI may notify from time to time.                                                                                                                                                                        |
| <b>Platform IP</b>                                     | All intellectual property in the platform architecture, application layer, source and object code, APIs, workflows, UI/UX, orchestration engines, AI systems, matching and recommendation logic, NLP systems, analytics frameworks, databases, integrations, configurations, enhancements, and derivatives developed by the Platform Partner in connection with the Project.                                                                                                                    |
| <b>DPI</b>                                             | Digital Public Infrastructure, including Aadhaar (UIDAI), DigiLocker, APAAR, NCVT MIS, NCS, e-Shram, eMigrate, and similar governmental platforms.                                                                                                                                                                                                                                                                                                                                              |
| <b>Platform Licence &amp; Credential Fee Framework</b> | The Build-Own-Operate (BOO) commercial framework under which the Platform Partner invests in, builds, owns, and operates the platform at its own cost and risk, retains all platform revenues and the Platform IP, and pays NSDCI a one-time Credential Fee for each NSDCI-Channel User onboarded onto the platform, in consideration of the NSDC/NSDCI credential, the licence to use the NSDC/NSDCI credential and marks, the designation and exclusivity, and NSDCI's institutional support. |
| <b>Credential Fee</b>                                  | A one-time fee, at the rate discovered through this EOI process, payable by the Platform Partner to NSDCI for each NSDCI-Channel User onboarded onto the platform, reconciled quarterly. No Credential Fee is payable for users onboarded organically or through the Platform Partner's own channels.                                                                                                                                                                                           |
| <b>NSDCI-Channel User</b>                              | A migrant worker or candidate onboarded onto the platform through NSDC/NSDCI programmes, referrals, mandated compliance onboarding, empanelled recruitment agencies, or other NSDC/NSDCI-facilitated channels.                                                                                                                                                                                                                                                                                  |
| <b>AAT</b>                                             | Average Annual Turnover — the arithmetic mean of audited annual turnover from Indian operations across the three specified financial years.                                                                                                                                                                                                                                                                                                                                                     |
| <b>Effective Date</b>                                  | The date on which the Agreement between NSDCI and the Platform Partner is duly executed.                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

## 2. Background And Introduction

- 2.1 NSDC International Limited (NSDCI), invites Expressions of Interest (“EOI”) from eligible Indian companies, including technology companies, digital-platform operators, skill-technology enterprises, workforce-enablement companies and consortiums led by eligible Indian companies, for the conceptualization, design, development, financing, ownership, operation, maintenance, expansion and commercialization of a unified AI-enabled digital platform and migration support ecosystem for Indian international migrant workers (the “Platform”), under a Platform Licence & Credential Fee Framework. The Platform shall be developed and operated on a Build–Operate–Own (“BOO”) model. The selected applicant/platform partner shall, entirely at its own cost and risk, conceptualize, design, develop, test, deploy, and launch the Platform. All costs associated with product development, technology acquisition, software development, integration, cybersecurity, hosting, personnel, compliance, marketing, customer acquisition and operational support shall be borne by the selected applicant. The selected applicant/ platform partner shall operate and maintain the Platform throughout the term of the definitive agreement, including all infrastructure, user support, employer onboarding, content moderation, cybersecurity, reporting, analytics, upgrades and technical support. Subject to the rights expressly granted to NSDCI under the definitive agreement, the selected applicant/ platform partner shall own the Platform, its underlying technology and its commercial business. Ownership shall not confer any right to use NSDCI’s name, logo, confidential information, candidate data, or institutional relationship except as expressly authorised.
- 2.2 NSDCI shall not be required to infuse capital, provide development funding, guarantee revenue, or reimburse the selected applicant/platform partner for the cost of designing, developing, hosting, maintaining, marketing or operating the Platform. NSDCI shall not be liable for any fund development, reimburse development expenditure; guarantee a minimum number of users or employers; guarantee any minimum revenue; compensate the selected applicant/platform partner for operating losses; bear third-party technology costs; or make any capital contribution to the selected applicant/platform partner.
- 2.3 This EOI is not a tender for procurement of a platform by NSDCI and does not constitute a commitment by NSDCI to purchase, fund, subscribe to, or guarantee any service or output. It is an invitation to eligible applicant/bidder(s) to submit a commercial and technical proposal.
- 2.2 NSDCI seeks to promote structured international workforce mobility through increased visibility of global demand for skilled workers and improved alignment between such demand and training pathways available to Indian candidates. At present, students and aspiring workers may undertake training without adequate information regarding:
- i) the countries requiring particular job roles;
  - ii) the skills and qualifications demanded in those countries;
  - iii) language and certification requirements;
  - iv) the likely availability of training pathways;
  - v) broad employer-demand trends; and
  - vi) lawful channels through which employment may subsequently be pursued.
- 2.3 The proposed Platform is intended to address this information and coordination gap by providing a global digital interface through which:
- i) foreign employers may publish demand for skilled workers;
  - ii) candidates may create accounts and explore job roles and skill requirements;
  - iii) candidates may identify relevant training pathways before undertaking training;
  - iv) NSDCI may support training, assessment, counselling and candidate readiness;

- v) trained candidates may voluntarily make approved profile information visible to foreign employers; and
- vi) any subsequent employment engagement may proceed only through the legally applicable channel.
- 2.4 The Platform is intended to function as an AI-enabled digital platform and migration support ecosystem for Indian international migrant workers. It shall not operate as an unlicensed overseas recruitment agency, emigration-clearance system, visa portal, or substitute for any statutory mechanism administered by the Ministry of External Affairs (“MEA”), the Protector General of Emigrants, a Protector of Emigrants, a registered Recruiting Agent, or an immigration authority.
- 2.5 The applicant/bidder(s) interested in participating in this bid are invited to submit a Technical Proposal against this EOI.
- 2.6 The applicant/bidder(s) should familiarise themselves with the local and corridor conditions and take them into account in preparing their Proposals.
- 2.7 A pre-Proposal meeting will be held on the date and time as specified by the NSDCI. Attending any such pre-proposal meeting is optional and is at the applicant/bidder(s) expense.
- 2.8 NSDCI will provide, at no cost to the applicant/bidder, the inputs, relevant project data, and reports required for the preparation of the applicant/bidder Proposal.
- 2.9 The information contained in this document, or provided subsequently to applicant/bidder, whether verbally or in documentary form by or on behalf of NSDCI, is on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.
- 2.10 This document is not an agreement and is not an offer or invitation by the NSDCI to any parties other than the applicant/bidder(s) who are qualified to submit the bids. The purpose of this document is to provide the applicant/bidder(s) with information to assist in the formulation of their Proposals.
- 2.11 This document does not claim to contain all the information each applicant/bidder requires. Each applicant/bidder may conduct its own independent investigation and analysis and is free to check the accuracy, reliability, and completeness of the information in this document. NSDCI 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.
- 2.12 The information contained in the document is selective and is subject to updating, expansion, revision, and amendment.
- 2.13 NSDCI 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.
- 2.14 NSDCI 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 NSDCI shall be final, conclusive, and binding on all the parties.
- 2.15 The selected applicant/platform partner shall not describe or represent the Platform as an MEA platform; an e-Migrate platform; a Government of India recruitment portal, a Protector of Emigrants platform; an official visa or immigration platform; an official overseas-employment clearance system; or an NSDCI-owned or Government-owned platform. The Platform may display that it is developed and operated under a BOO partnership associated with NSDCI, but such reference shall not imply statutory approval or Government endorsement.
- 2.16 The selected applicant/platform partner shall independently bear all commercial, technical, operational, regulatory, and market risks associated with the Platform. The applicant/bidder shall undertake its own due diligence before submitting an EOI and shall not rely on any forecast, representation, estimate, or indication of revenue made by NSDCI.

- 2.17 Subject to the definitive agreement, NSDCI may provide reasonable facilitation and institutional support, including:
- (i) Facilitating access to relevant training institutions, training partners, assessment bodies, employers, industry stakeholders, and candidate ecosystems.
  - (ii) Supporting the design and alignment of training pathways with identified international skill demand.
  - (iii) Providing or facilitating access to information regarding training, assessment, certification, language preparation, and candidate-readiness services.
  - (iv) Facilitating candidate awareness and voluntary registration for training-related purposes.
  - (v) Supporting stakeholder consultations and ecosystem coordination.
  - (vi) Providing approved skill taxonomies, role classifications, training information or other institutional inputs where available.

### **3. Conflict of Interest**

- 3.1 The applicant/bidder is required to provide professional, objective, and impartial services, always holding the NSDCI'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 applicant/bidder has an obligation to disclose to the NSDCI any situation of actual or potential conflict that impacts its capacity to serve the best interest of the NSDCI. Failure to disclose such situations may lead to the disqualification of the applicant/bidder or the termination of its Contract and/or sanctions by the NSDCI.

### **4. Corrupt and Fraudulent Practices**

- 4.1 The NSDCI requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Section V.
- 4.2 In further pursuance of this policy, applicant/bidder(s) shall permit, and shall cause their agents, sub-contractors, service providers, or suppliers to permit, the NSDCI 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 NSDCI.

### **5. Eligibility Criteria**

- 5.1 Only those applicant/bidder(s) who qualify for the eligibility criteria shall be evaluated technically.
- 5.2 Detailed eligibility criteria i.e. pre-qualification criteria are given under "Section III" of this EOI.

## **B. Preparation of Proposals**

### **6. Cost of Preparation of Proposal**

- 6.1 The applicant/bidder shall bear all costs associated with the preparation and submission of its Proposal, and the NSDCI/NSDCI shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- 6.2 The NSDCI/NSDCI 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 applicant/bidder(s).

### **7. Language**

- 7.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the applicant/bidder and the NSDCI, shall be written in "English".

### **8. Documents Comprising the Proposal**

8.1 The Proposal shall comprise the following documents as listed below:

- (i) Documents to be submitted for Eligibility Criteria as per Section III;
- (ii) Documents for Technical Evaluation Criteria as per Section IV;
- (iii) All Forms as per the Appendix – Forms; and
- (iv) Any other documents requested under this EOI.

8.2 In preparing the Proposal the applicant/bidder is expected to examine the EOI in detail. Any deficiency in the information or documents requested in the EOI may result in rejection of the Proposal.

## **9. Single Proposal Submission**

9.1 The applicant/bidder shall submit only one Proposal. If an applicant/bidder submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

## **10. Proposal Validity**

- 10.1 The Proposal must remain valid for 180 days after the Proposal submission deadline; any bid with lesser validity is liable for rejection. The applicant/bidder shall maintain its original Proposal without any change during this period.
- 10.2 Should the evaluation extend beyond that period, the Proposal's validity shall automatically extend for 180 days more without any change in the original Proposal submitted. The applicant/bidder has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.

## **11. Sub-Contracting**

11.1 The applicant/bidder shall not subcontract the whole, or any part, of the Services awarded to it against the EOI, save and except the engagement of third-party infrastructure, cloud, AI/LLM, payment, telecommunications, or ecosystem service providers necessary for operation of the platform, for which the Platform Partner shall at all times remain solely responsible to the NSDCI.

## **12. Joint Venture**

12.1 Joint Venture is not allowed.

## **13. Clarification and Amendment of EOI**

- 13.1 The applicant/bidder(s) may seek clarification on any part of the EOI till the date as mentioned under important dates above. Any request for clarification must be sent in writing, by email to the NSDC email address: [procurement@nsdcindia.org](mailto:procurement@nsdcindia.org). The NSDCI may respond to all queries of the applicant/bidder(s) (including an explanation of the query but without identifying its source) by publishing any corrigendum through <http://nsdc.eproc.in/> and NSDC website only. NSDCI may also respond to the queries raised by applicant/bidder(s) through email if no change is required due to applicant/bidder(s) clarification or applicant/bidder(s) clarification is general. Applicant/bidder(s) to ensure to raise their queries within the specified time.
- 13.2 No other method/means of submission of queries by Applicant/bidder(s) and/or replying to queries by the NSDCI, except as mentioned above, is acceptable under this EOI.
- 13.3 Any addendum/corrigendum issued shall form an integral part of the EOI document.
- 13.4 Applicant/bidder(s) may regularly visit the NSDCI website for any corrigendum/addendum and updated information with respect to the EOI and matters incidental thereto.
- 13.5 At any time before the proposal submission deadline, the NSDCI may amend the EOI by issuing an amendment in writing or by standard electronic means. If the amendment is substantial, the NSDCI may

extend the proposal submission deadline to give the applicant/bidder(s) reasonable time to take the amendment into account.

#### **14. Technical Proposal Format and Content**

- 14.1 The documents/information for Eligibility Criteria and technical marking shall be submitted as per requirements given under “Sections III & IV” of the EOI.
- 14.2 The Technical Proposal shall be prepared using the formats provided in the “Appendix – Forms” of the EOI.
- 14.3 Only those proposals which qualify on all parameters of the Pre-Qualification Criteria will be considered for technical evaluation.
- 14.4 The Proposal shall be submitted in two parts: (i) Envelope A — Eligibility & Technical Proposal, comprising the documents required under Sections III and IV and the Appendix – Forms; and (ii) Envelope B — Credential Fee Bid, in the format at Form 7, quoting a one-time Credential Fee (in INR) per NSDCI-Channel User. Envelope B shall be opened only for applicant/bidder(s) declared Technically Qualified under Section IV. No other financial or commercial information shall be submitted at the EOI stage.

#### **15. Submission of Proposals**

- 15.1 The applicant/bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with this EOI, only through the e-procurement portal <http://nsdc.eproc.in/>
- 15.2 An authorised representative of the applicant/bidder shall sign the submission letters in the required format and shall initial all pages. The authorization shall be in the form of a written power of attorney forming part of the submitted Proposal.
- 15.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if signed or initialled by the person signing the Proposal.
- 15.4 Applicant/bidder(s) are advised to submit their Proposal strictly in line with the terms and conditions contained in the EOI documents and without any deviations. Conditional Proposals shall be summarily rejected. Proposals offered with better specifications than mentioned in the EOI may be accepted at the sole discretion of the NSDCI/NSDCI.
- 15.5 The applicant/bidder(s) shall submit the bid in time. The date and time of the e-procurement server clock shall be the reference time for deciding the closing time of the Proposal submission. NSDCI shall not be responsible for any failure, malfunction, or breakdown of the electronic system used during the e-tender process; however, NSDCI reserves the right to extend the bid submission date at its sole discretion.

#### **16. Confidentiality**

- 16.1 From the time the Proposals are opened to the time the contract is awarded, the applicant/bidder(s) should not contact the NSDCI on any matter related to its Technical Proposal.
- 16.2 Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the applicant/bidder(s) or to any other party not officially concerned with the process, until the selection process is completed.
- 16.3 Any attempt by applicant/bidder(s) or anyone on behalf of applicant/bidder(s) to improperly influence the NSDCI in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.
- 16.4 This document is meant for specific use by the applicant/bidder(s) interested in participating in the current tendering process and is, in its entirety, subject to Copyright Laws. By downloading the document, the interested applicant/bidder is subject to the confidentiality clauses herein.

#### **17. Opening & Evaluation of Proposals**

- 17.1 The NSDCI's evaluation committee shall open Envelope A (Eligibility & Technical Proposal) first and evaluate it in accordance with Sections III and IV. Envelope B (Credential Fee Bid) shall remain sealed and shall be opened only for those applicant/bidder(s) declared Technically Qualified, on a date notified by the NSDCI.
- 17.2 Evaluation shall proceed in three stages: (i) eligibility screening against the Eligibility Criteria in Section III; (ii) technical evaluation under Section IV, subject to the minimum qualifying technical score specified therein; and (iii) opening and scoring of the Credential Fee Bids of Technically Qualified applicant/bidder(s) and computation of the Composite Score, in each case as set out in Section IV. The applicant/bidder with the highest Composite Score shall be ranked first (H1) and considered for selection for the subsequent definitive-agreement stage.
- 17.3 Meeting the Eligibility Criteria and securing the minimum qualifying technical score does not guarantee award of the Project. NSDCI's decision with respect to selection and subsequent award shall be final and binding on all applicant/bidder(s) and no correspondence or representation in this regard shall be entertained.

## **18. Negotiations**

- 18.1 Negotiations will be held at the date and address confirmed by the NSDCI with the applicant/bidder(s) representative(s) who must have written power of attorney to negotiate and sign a contract on behalf of the applicant/bidder(s).
- 18.2 The NSDCI shall prepare minutes of negotiations that are signed by the NSDCI and the applicant/bidder(s) authorised representative.
- 18.3 Negotiations will be carried out for the Terms of Reference, the proposed methodology and platform model, the NSDCI's inputs, the Platform Licence & Credential Fee arrangements, and the conditions of the Contract, provided that such discussions shall not substantially alter the original scope of services under the TOR.
- 18.4 The negotiations are concluded with a review of the finalised draft Contract, which shall then be initialled by the NSDCI and the applicant/bidder(s) authorised representative. If negotiations fail, the NSDCI may invite the next-ranked responsive applicant/bidder to negotiate a Contract; once negotiations commence with the next-ranked applicant/bidder, the NSDCI shall not reopen the earlier negotiations.

## **19. Notice to Proceed**

- 19.1 NSDCI will inform the selected applicant/bidder through an email enclosing a copy of the Notice to Proceed (NTP) / Letter of Award to commence the work. The timeline for execution shall start from the date of issuance of the Notice to Proceed / Letter of Award.

## **20. Signing of the Contract**

- 20.1 NSDCI will share the draft copy of the contract with the successful applicant/platform partner after completion of the procurement process on the basis of the technical evaluation, the Platform Licence & Credential Fee framework, an assessment of the capabilities of the Platform Partner, and negotiations (if any).
- 20.2 The signing of the Agreement shall be done after acceptance of the contract documents by both NSDCI and successful applicant/platform partner as per the terms and conditions of the EOI.

## **21. Implementation Structure**

- 21.1 The applicant/bidder shall bid, and shall be evaluated, as a single legal entity (the parent entity). All eligibility and technical assessments shall be based on the credentials of the bidding entity. The Agreement shall be executed with the bidding entity, which shall be designated as the Platform Partner.

## **22. Modification in the Scope of the Contract**

- 22.1 NSDCI reserves the right to increase or decrease the scope (including the number of corridors, modules, or jurisdictions) during the tenure of the Contract, subject to the Platform Partner's prior consent, and subject to corresponding adjustment of timelines and the Platform Licence & Credential Fee arrangements where applicable.

## **23. Payment / Commercial Terms**

- 23.1 The Project shall operate under the Build-Own-Operate (BOO) Platform Licence & Credential Fee Framework set out in Section II, Clause 6. No service fee, consideration or financial contribution of any kind is payable by NSDCI to the Platform Partner.

## **24. Time Allowed for Technical Clarifications During Technical Evaluation**

- 24.1 applicant/bidder(s) shall provide technical clarifications requested during evaluation in writing, by email or such other official communication medium as the NSDCI specifies, within three (3) working days of receipt of the NSDCI's request.
- 24.2 Failure to provide clarifications within the stipulated period may lead to rejection of the Proposal at the sole discretion of the NSDCI. Applicant/bidder(s) are not permitted to submit new information or to modify their Proposals beyond the scope of the requested clarifications.

## **25. Binding Nature of EOI Terms and Conditions**

- 25.1 The terms and conditions set forth in this EOI, shall be binding upon all participating applicant/bidder(s). By submitting a proposal, each applicant/bidder expressly acknowledges and agrees to be bound by the entirety of the EOI without exception.
- 25.2 Applicant/Bidder(s) shall submit only unconditional proposals. The submission of any proposal that is conditional, or that purports to vary, supplement, alter, amend, or otherwise deviate from any part of this EOI, shall be deemed non-compliant and liable for outright rejection.
- 25.3 Notwithstanding anything contained herein, NSDCI reserves the right, at its sole discretion and without incurring any liability, to amend, modify, or supplement the EOI at any time prior to the final deadline for submission of proposals. Any such amendments shall be deemed an integral part of the EOI and shall be binding on all applicant/bidder(s).

### SECTION III: ELIGIBILITY CRITERIA

| Sr. No. | Eligibility Criterion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Documents / Proof Required                                                                                                                                  |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EC-1    | <b>Legal Entity &amp; Continuous Existence</b><br>The applicant/bidder shall be a legal entity duly registered in India as a Company under the Companies Act, 2013; a Limited Liability Partnership under the LLP Act, 2008; or a body corporate registered under applicable law, with active commercial operations. The Applicant shall have been in continuous legal existence and commercial operation for a minimum of seven (7) years as on the date of publication of this EOI.                                                                                                                                                                                                                                                                                                                                      | Certificate of Incorporation / Registration Certificate; GST Registration Certificate; PAN Card                                                             |
| EC-2    | <b>Financial Strength &amp; Investment Capacity</b><br>The applicant/bidder shall have a positive net worth and a minimum Average Annual Turnover (AAT) of INR 50 Crores from India operations, computed as the arithmetic mean of audited annual turnover for FY 2023–24, FY 2024–25, and FY 2025–26, together with demonstrated financial capacity to invest in and bear the commercial and operational risk of the Project during the investment phase.<br><i>Note: Where audited financial statements for FY 2025–26 are unavailable at the time of EOI submission, provisional statements certified by a Practising Chartered Accountant bearing a valid UDIN shall be accepted, to be replaced by audited statements within 180 days of submission or prior to execution of the Agreement, whichever is earlier.</i> | CA-certified Turnover Statement with UDIN; Audited Financial Statements; Net-Worth Certificate; evidence of funding capacity / investment commitment        |
| EC-3    | <b>Sector Experience — Large-Scale Digital Platform Delivery</b><br>The applicant/bidder must have successfully designed, developed, deployed, or operated a minimum of five (5) large-scale, citizen- or worker-facing or learner-facing digital platforms (web and/or Android) within the last five (5) years from the date of EOI publication. Each engagement must have served a minimum of 10,000 users / beneficiaries. Ongoing engagements shall be considered, provided evidence of commencement and scale is submitted.                                                                                                                                                                                                                                                                                           | Usage documents, dashboards, or case studies clearly demonstrating scope, user volume, and duration may be submitted.                                       |
| EC-4    | <b>AI / NLP &amp; Multilingual Voice Capability</b><br>The applicant/bidder must demonstrate capability in AI/NLP and multilingual conversational and voice-enabled interfaces, including voice-based interaction in Hindi and a minimum of four (4) other regional Indian languages, suitable for low-digital-literacy users.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Technical Capability Statement; product evidence / case references demonstrating deployed AI/NLP and multilingual voice capability                          |
| EC-5    | <b>DPI Integration Experience &amp; Information Security</b><br>The applicant/bidder must demonstrate experience integrating with Government / Digital Public Infrastructure and education/skilling systems (e.g., Aadhaar/UIDAI, DigiLocker, APAAR, NCVT MIS, NCS, e-Shram, UDISE/UDISE+, State or National Education MIS systems, skilling systems (SDMS/SIDH),                                                                                                                                                                                                                                                                                                                                                                                                                                                          | DPI integration credentials / case references; information-security certification (e.g., ISO 27001) where available; compliance statement. Usage documents, |

| Sr. No. | Eligibility Criterion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Documents / Proof Required                                                                                                                                                                                                    |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | board examination systems, or comparable APIs) and the capability to comply with data-protection and information-security obligations, including the Digital Personal Data Protection Act, 2023.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | dashboards, or case studies may be submitted.                                                                                                                                                                                 |
| EC-6    | <b>Sector Experience — Education, Training &amp; Skilling Programmes</b><br>The applicant/bidder must have successfully implemented a minimum of five (5) projects in skilling, education, or the training of teachers, students, or learners in K-12, higher education, or skilling-related programmes — including models relating to learning remediation, labs, or similar instructional delivery — within the last five (5) years from the date of EOI publication. Each such engagement must have involved the training of a minimum of five hundred (500) learners. Ongoing engagements shall be considered, provided evidence of commencement and scale is submitted. | Copies of Work Orders / Agreements / Completion Certificates / NSDCI Letters clearly stating the scope, learner volume, and duration. For ongoing engagements, a confirmation letter from the NSDCI institution is mandatory. |
| EC-7    | <b>Non-Debarment &amp; Integrity Undertaking</b><br>The applicant/bidder shall not be debarred, blacklisted, or suspended by any Central Government, State Government, Public Sector Undertaking, Autonomous Institution, or Statutory Body as on the date of EOI submission. The Applicant shall not have any pending winding-up, insolvency, or liquidation proceedings, nor any criminal proceedings against its directors that may impair its capacity to fulfil this engagement.                                                                                                                                                                                        | Declaration on company letterhead, signed by the Authorised Signatory — refer Form 6 (Non-Debarment)                                                                                                                          |

**Note:**

- (i) Only those applicant/bidder(s) who satisfy all mandatory eligibility criteria shall be evaluated technically. 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 indicated in the table above. Applicant/Bidder(s) failing to satisfy even one criterion shall be disqualified at the pre-qualification stage and shall not be considered for technical evaluation. NSDCI's determination on eligibility shall be final and binding.

#### SECTION IV: TECHNICAL EVALUATION CRITERIA

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

|       | Criterion Category                                                 | Sub-Criteria, Scoring Bands & Required Documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Max. Marks |
|-------|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| TEC-1 | <b>Organizational Profile &amp; Legal Existence</b>                | Scoring: <ul style="list-style-type: none"> <li>• 7 to 12 years of existence: 3 marks</li> <li>• More than 12 years of existence: 5 marks</li> </ul> Required Documents: Certificate of Incorporation; Audited Annual Reports                                                                                                                                                                                                                                                                                          | 5          |
| TEC-2 | <b>Financial Strength</b>                                          | Average Annual Turnover (AAT) from India operations — FY 2023–24, FY 2024–25, FY 2025–26: <ul style="list-style-type: none"> <li>• INR 50 Cr ≤ AAT &lt; INR 100 Cr: 5 marks</li> <li>• INR 100 Cr ≤ AAT &lt; INR 200 Cr: 10 marks</li> <li>• AAT ≥ INR 200 Cr: 15 marks</li> </ul> Required Documents: Audited Financial Statements; CA-Certified Turnover Statement with UDIN (provisional accepted where audited FY 2025–26 unavailable, subject to replacement before Agreement execution).                         | 15         |
| TEC-3 | <b>Sector Experience — Digital Platform Delivery</b>               | Number of qualifying large-scale citizen-/worker/learner-facing digital platform engagements in the last five (5) years, each serving a minimum of 10,000 users: <ul style="list-style-type: none"> <li>• 5 to 7 qualifying engagements: 5 marks</li> <li>• 8 to 12 qualifying engagements: 10 marks</li> <li>• 13 or more qualifying engagements: 15 marks</li> </ul> Required Documents: Usage documents, dashboards, or case studies confirming scope, user volume, and duration may be submitted                   | 15         |
| TEC-4 | <b>AI/NLP, Multilingual Voice &amp; DPI Integration Capability</b> | Demonstrated capability in AI/NLP, multilingual voice interfaces, and DPI/Government-system integration: <ul style="list-style-type: none"> <li>• AI/NLP + voice in Hindi &amp; up to 4 languages, and 1–2 DPI integrations: 5 marks</li> <li>• Above, plus 3–4 DPI integrations and proven scale: 10 marks</li> <li>• Comprehensive AI/NLP + multilingual voice and 5 or more DPI integrations: 15 marks</li> </ul> Required Documents: Technical Capability Statement; DPI integration credentials / case references | 15         |
| TEC-5 | <b>Investment Capacity &amp; Risk-Bearing Ability</b>              | Demonstrated financial capacity to invest in and bear the commercial/operational risk of the Project under the Platform Licence & Credential Fee Framework: <ul style="list-style-type: none"> <li>• Adequate capacity (meets minimum): 3 marks</li> <li>• Strong capacity (net worth / funding evidence comfortably above minimum): 5 marks</li> </ul>                                                                                                                                                                | 10         |

|                              | Criterion Category                    | Sub-Criteria, Scoring Bands & Required Documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Max. Marks |
|------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                              |                                       | <ul style="list-style-type: none"> <li>• Demonstrated track record of self-funded platform build-and-operate at scale: 10 marks</li> </ul> Required Documents: Net-Worth Certificate; funding commitment / board resolution; evidence of prior investment or self-funded deployments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |
| TEC-6                        | Understanding, Approach & Methodology | <p><b>Sub-criterion 6A: Understanding of Assignment &amp; Overall Approach — 15 marks</b><br/>           Clarity and depth of understanding of the programme objectives, the international migration / worker-protection context, the DPI-anchored framework, and the role of the Platform Partner; proposed approach to operationalisation, quality assurance, and scale.</p> <p><b>Sub-criterion 6B: Proposed Platform Model, Architecture &amp; Commercial Plan — 15 marks</b><br/>           Proposed solution architecture for the foundational modules and for the applicant/bidder(s) proposed integrated service ecosystem, AI/NLP and conversational-interface design, DPI integration sequencing (production vs. sandbox), Destination Country regulatory implementation approach, data-protection framework, investment commitment, and acceptance of the Platform Licence &amp; Credential Fee model, including the Credential Fee and exclusivity terms.</p> <p><b>Sub-criterion 6C: Technical Presentation (10–15 slides) — 10 marks</b><br/>           NSDCI reserves the right to invite applicant/bidder(s) for a presentation before the Technical Evaluation Committee in online or offline mode. Evaluation shall be based on the quality, coherence, and practical feasibility of the proposed model.</p> | 40         |
| <b>TOTAL TECHNICAL MARKS</b> |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>100</b> |

**Note:**

**Minimum qualifying marks for technical evaluation:** Only applicant/bidder(s) securing 70 marks or above out of 100 in the technical evaluation will be considered technically qualified and may be shortlisted for the further process.

**Composite Evaluation:** For Technically Qualified applicant/bidder(s), Envelope B (Credential Fee Bid) shall be opened and a Composite Score computed as:  $\text{Composite Score} = 0.70 \times \text{Technical Score} + 0.30 \times \text{Fee Score}$ , where  $\text{Fee Score} = (\text{Quoted Credential Fee} \div \text{Highest Quoted Credential Fee}) \times 100$ . The applicant/bidder with the highest Composite Score shall be ranked H1 and considered for award.

**Tie-Breaking Rule:** In the event of equal scores, the applicant/bidder with the higher score on TEC-6 (Understanding, Approach & Methodology) shall be ranked higher. In the event of further equality, NSDCI's decision shall be final.

## APPENDIX: FORMS

*(Documents Comprising the Technical Proposal)*

### Form 1: Technical Proposal Submission Form

EOI No.: [ ]

EOI Title: [ ]

{Location, Date}

To: The Programme Head,

NSDC International Limited, New Delhi

**Subject:** Submission of Technical Proposal in response to the EOI for Selection of a Platform Partner for the Platform.

Dear Sir/Madam,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Expression of Interest No. [Insert EOI Number] dated [Insert EOI Date] and our Proposal.

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 NSDCI and/or may be sanctioned by the NSDCI.
- (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 an extension of proposal validity is required, our Proposal's 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 meet the eligibility requirements as stated in ITB Clause 5 and Section III, and we confirm our understanding of our obligation to abide by NSDCI's policy regarding corrupt and fraudulent practices as per Section V.
- (e) We, along with any of our sub-contractors, 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 of India.
- (f) We confirm our acceptance of, and capability to perform under, the Build-Own-Operate (BOO) Platform Licence & Credential Fee Framework set out in the Terms of Reference (Section II), including the exclusivity and designation terms, the Credential Fee payment obligation, and the investment commitment.
- (g) We undertake to negotiate a contract, if required by the NSDCI, in accordance with the ITB.

We understand that the NSDCI is not bound to accept any Proposal that the NSDCI receives.

Yours sincerely,

Authorised Signature {in full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Applicant/Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

**Form 2: Applicant/Bidder Information Form**

EOI No.: [ ] | EOI Title: [ ]

**I. General Information**

| SN | Particulars                                                | Details (enclose supporting documents where required) |
|----|------------------------------------------------------------|-------------------------------------------------------|
| 1  | Name of the Applicant/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 (refer Sections III & IV):**

| SN | Particulars                                                                  | Details (enclose supporting documents where required) |
|----|------------------------------------------------------------------------------|-------------------------------------------------------|
| 1  | Applicant/Bidder Date of Incorporation / Registration                        |                                                       |
| 2  | Legal Form of Entity (Company / LLP / Body Corporate)                        |                                                       |
| 3  | Annual Turnover: 2025-26 / 2024-25 / 2023-24 (INR)                           |                                                       |
| 4  | Net Worth (INR Crores) — latest audited balance sheet                        |                                                       |
| 5  | Number of qualifying large-scale digital platform engagements (last 5 years) |                                                       |
| 6  | Total Users / Beneficiaries served across qualifying engagements             |                                                       |
| 7  | AI/NLP & Multilingual Voice capability (languages supported)                 |                                                       |
| 8  | DPI / Government-system integrations delivered (list)                        |                                                       |
| 9  | Information-security certifications held (e.g., ISO 27001)                   |                                                       |
| 10 | Investment / funding capacity (evidence attached)                            |                                                       |
| 11 | Non-Blacklisting / Non-Debarment Declaration (refer Form 6)                  |                                                       |

| SN | Particulars                    | Details (enclose supporting documents where required) |
|----|--------------------------------|-------------------------------------------------------|
| 12 | Other declarations as required |                                                       |

### Form 3: Applicant/Bidder Past Experience Form

EOI No.: [ ] | EOI Title: [ ]

#### 1. Relevant Experience — Large-Scale Digital Platform Engagements

| Field                                                | Assignment No. 1 | Assignment No. 2 |
|------------------------------------------------------|------------------|------------------|
| Name of NSDCI / Institution                          |                  |                  |
| Location (City & Country)                            |                  |                  |
| Name of Project / Engagement                         |                  |                  |
| Year of Commencement                                 |                  |                  |
| Duration of Engagement                               |                  |                  |
| Platform Type & Scope (web / Android / AI-NLP / DPI) |                  |                  |
| Number of Users / Beneficiaries Served               |                  |                  |
| DPI / Government Integrations Delivered              |                  |                  |
| Status (Completed / Ongoing)                         |                  |                  |
| NSDCI Contact Name & Email                           |                  |                  |

**Note:** Attach separate sheets for Assignment Nos. 3 and above, following the same format.

#### 2. AI/NLP, Voice & DPI Capability and Technology Partnerships

| # | Capability / Partner | Type (AI-NLP / DPI / Cloud / Other) | Evidence / Validity |
|---|----------------------|-------------------------------------|---------------------|
| 1 |                      |                                     |                     |
| 2 |                      |                                     |                     |
| 3 |                      |                                     |                     |
| 4 |                      |                                     |                     |
| 5 |                      |                                     |                     |

**Form 4: Check List for Applicant/Bidder***(To be submitted as part of the Technical Proposal on the applicant/bidder(s) letterhead)*

EOI No.: [ ] | EOI Title: [ ]

| Sr. No. | Documents to be submitted, duly filled and signed                                                             | Yes / No |
|---------|---------------------------------------------------------------------------------------------------------------|----------|
| 1       | Certificate of Registration / Incorporation; GST registration certificate; Copy of PAN card                   |          |
| 2       | CA certificate with UDIN and copy of audited balance sheets (3 years)                                         |          |
| 3       | Documents asked in Sections III & IV (eligibility & technical)                                                |          |
| 4       | Non-Blacklisting / Non-Debarment Declaration (Form 6)                                                         |          |
| 5       | Board Resolution / Power of Attorney copy                                                                     |          |
| 6       | Terms of Reference (TOR) acceptance declaration                                                               |          |
| 7       | Platform Licence & Credential Fee Framework acceptance declaration (incl. exclusivity & Credential Fee terms) |          |
| 8       | Technical Proposal Submission Form (Form 1)                                                                   |          |
| 9       | Applicant/Bidder Information Form (Form 2) + other information                                                |          |
| 10      | Any other requirement stipulated in the ITB or considered relevant by the applicant/bidder                    |          |
| 11      | Credential Fee Bid (Form 7) submitted in a separate sealed Envelope B Online. On e-proc portal                |          |

**Form 5: Format for Turnover and Financial Capability of Applicant/bidder**

The annual turnover of M/s {insert name of the applicant/bidder} for the last three audited financial years is given below, and it is certified that the statement is true and correct:

| Particulars / Accounting Year | 2023-24 | 2024-25 | 2025-26 | Remark |
|-------------------------------|---------|---------|---------|--------|
| Turnover of the Firm (INR)    |         |         |         |        |
| Net Worth (INR)               |         |         |         |        |

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

Signed by CA with UDIN / Statutory Auditors (with seal &amp; registration no.): \_\_\_\_\_

(Signature of Applicant/Bidder) with SEAL: \_\_\_\_\_

**Form 5: Format for Turnover and Financial Capability of Applicant/Bidder**

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

| Particulars / Accounting Year | 2023-24 | 2024-25 | 2025-26 | Remark |
|-------------------------------|---------|---------|---------|--------|
| Turnover of the Firm (INR)    |         |         |         |        |
| Net Worth (INR)               |         |         |         |        |

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

Signed by CA with UDIN / Statutory Auditors (with seal & registration no.): \_\_\_\_\_

(Signature of Applicant/Bidder) with SEAL: \_\_\_\_\_

**Form 6: Declaration of Non-Debarment / Non-Blacklisting / Non-Suspension**

To: NSDC International Limited, [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, 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. 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 engagement.
6. The Company has not been terminated for cause from any contract with any government body, public authority, 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 Organisation: \_\_\_\_\_ Date: \_\_\_\_\_

**Form 7: Credential Fee Bid (Envelope B)**

(To be submitted in a separate sealed envelope / separate online submission, opened only for Technically Qualified applicant/bidder.)

To: NSDC International Limited, New Delhi | EOI No.: [\_\_\_\_\_]

We, M/s [\_\_\_\_\_], hereby quote a one-time Credential Fee of INR [\_\_\_\_\_] (Rupees [\_\_\_\_\_] only) per NSDCI-Channel User onboarded onto the Platform, payable to NSDC International Limited in accordance with the Terms of Reference.

We confirm that: (i) the quoted rate shall remain fixed for the initial term of five (5) years; (ii) the Credential Fee is payable only in respect of NSDCI-Channel Users onboarded onto the platform, reconciled quarterly; and (iii) no Credential Fee is payable in respect of users onboarded organically or through our own channels.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Designation: \_\_\_\_\_ Company: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION V: FRAUD AND CORRUPT PRACTICES

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

- a. A proposal for award may be rejected if it is determined that the applicant/bidder recommended for award, and/or its employees, sub-contractors, agents, have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- b. A 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 in by the contractor/applicant/bidder and/or its employees, sub-contractors, or agents for getting the Contract or during the execution of a Contract;
- c. A firm may be declared ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it is determined that the firm has engaged in corrupt or fraudulent practices in competing for or executing the Contract.

For the purpose of the above provisions, the following terms shall mean:

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

**"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 applicant/bidder(s) (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 applicant/bidder(s), with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and progress of the procurement process;

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

**"Conflict of interest"** means participation by a bidding firm or any of its affiliates that are involved in a linked consultancy contract; or being part of more than one bid; or having relationships or financial/business transactions with any official of the Procuring Entity directly or indirectly related to the tender or execution of the contract; or improper use of information obtained from the Procuring Entity to gain unfair advantage; and

**"Obstructive practice"** means materially impeding the Procuring Entity's investigation by destroying, falsifying, altering, or concealing evidence; making false statements; threatening, harassing, or intimidating any party; or impeding the Procuring Entity's rights of audit or access to information.

## SECTION II: TERMS OF REFERENCE

### **Selection of a Platform Partner to Build, Own & Operate a Unified AI-Enabled Digital Platform and Migration Support Ecosystem for Indian International Migrant Workers, under a Build-Own-Operate (BOO) Platform Licence & Credential Fee Framework**

#### **1. Background & Context**

##### **1.1 About NSDCI**

- 1.1.1 NSDC International Limited (NSDCI), operating under the aegis of the Ministry of Skill Development and Entrepreneurship (MSDE), Government of India, is responsible for facilitating the overseas deployment and global mobility of skilled Indian workers through structured skilling, certification, workforce-readiness initiatives, and international partnerships.
- 1.1.2 NSDCI operates as a strategic national catalyst — mobilising private-sector investment, institutional partnerships, and technology-enabled delivery mechanisms to transform India's international labour-mobility landscape. This initiative represents NSDCI's flagship programme to build durable, technology-grade migration support infrastructure for Indian workers in overseas corridors.

#### **2. The Migration & Worker-Protection Challenge**

- 2.1.1 India is among the largest source countries of international migrant labour, with substantial worker flows into multiple Corridors across the Gulf, Europe and other destination regions. Migrant workers routinely face structural challenges across the migration lifecycle. The principal drivers of this gap include:
  - a) Fragmented and non-portable identity, skilling, and credential systems that are not readily verifiable by overseas employers and immigration authorities;
  - b) Opaque recruitment practices, limited access to verified employment, and exposure to fraud and misinformation;
  - c) High remittance costs and limited access to fair financial services, migration loans, and insurance;
  - d) Inadequate grievance redressal, low awareness of welfare and insurance entitlements (including PBBY), and weak emergency support; and
  - e) Digital and literacy barriers that prevent workers from accessing existing services and entitlements.
  - f) Limited opportunities and structured support for return to India, reintegration to Indian workforce and limited domestic recognition of skills or work abroad.
- 2.1.2 Bridging these gaps requires a systemic, scalable, and institutionally anchored intervention — a unified, AI-enabled, DPI-anchored platform that integrates identity, skilling, employment, financial services, and welfare support across the entire migration lifecycle.

#### **3. The Platform Model**

- 3.1.1 The Platform is a unified, AI-enabled digital platform and migration support ecosystem, structured around a set of foundational platform modules and an integrated service ecosystem, delivered in phased sequence as set out in Section 5.3. The model is designed to be simultaneously worker-centric, institutionally credible, commercially sustainable, and nationally scalable. Key features include:

- a) A verified, portable Worker Skill Passport linked to Aadhaar and Indian Passport, machine-readable and QR-verifiable by overseas employers and immigration authorities;
- b) Deep DPI integration — Aadhaar (e-KYC, biometric auth, e-sign), DigiLocker, APAAR, NCVT MIS, NCS, e-Shram, and eMigrate;
- c) Voice-assisted, multilingual conversational AI requiring no prior digital training, enabling job search, contract explanation, grievance filing, and financial guidance in Hindi and regional languages;
- d) A verified job marketplace, an encrypted document locker, and integrated services addressing workers' financial, mobility, and welfare needs across the migration lifecycle;
- e) Initial deployment in the Launch Corridor, with subsequent expansion to Priority Corridors pursuant to a mutually agreed, trigger-based expansion framework; and
- f) Delivery under a Build-Own-Operate (BOO) Platform Licence & Credential Fee Framework, in which the Platform Partner invests in, builds, owns, and operates the platform at its own cost and risk, retains all platform revenues and the Platform IP, and pays NSDCI a one-time Credential Fee for each NSDCI-Channel User, without dependence on recurring public grant funding;
- g) Provide support for return to India and reintegration to workforce through right information, and transferable skill and work credentials.

The platform will hold a rich, live dataset on overseas demand for Indian skills, roles, certification, wages, corridors etc. This can be turned into a standing intelligence product for MSDE, NSDC, MEA and curriculum bodies to track demand signals, wage and role data etc.

#### **4. Objectives of the Assignment**

- 4.1.1 The primary objective of this assignment is to select, engage, and retain a qualified Platform Partner that shall invest in, design, develop, deploy, own, operationalise, and sustainably manage the Platform. Specifically, the assignment shall:
- a) Design, develop, and deploy a unified AI-enabled, DPI-anchored digital platform across the foundational modules and the integrated service ecosystem described in this TOR;
  - b) Deliver verified identity, skilling, employment, financial-service, and welfare support across the migration lifecycle for the Launch Corridor, with phased expansion to Priority Corridors;
  - c) Achieve deep integration with Government / DPI systems while ensuring full compliance with applicable data-protection and cross-border regulatory requirements;
  - d) Democratised access to fair financial services, insurance, and grievance redressal for Indian migrant workers;
  - e) Drive measurable, auditable outcomes in worker onboarding, verified placement, remittance cost reduction, and grievance resolution;
  - f) Create a self-sustaining, commercially viable model of platform delivery without dependence on recurring public grant funding; and
  - g) Establish a scalable national migration-support infrastructure platform serving India's long-term labour-mobility goals.

## 5. Scope of Work

5.1.1 The Platform Partner shall be responsible for the complete lifecycle management of the Platform — design, development, deployment, operation, and maintenance. The Scope of Work comprises the platform modules set out in Section 5.2, the phase-wise deliverables and acceptance criteria in Section 5.3, and the corresponding NSDCI enablers in Section 5.4.

## 5.2 Key Components of the Technology Solution

### A. Foundational Modules

#### B.1 Skill Identity Layer — Worker Skill Passport

| Component                             | Description                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Skill Passport</b>                 | A verified, portable digital credential — unique to each worker, linked to Aadhaar and Indian Passport. Machine-readable and QR-code verifiable by overseas employers and relevant authorities.                                                                                                                                      |
| <b>DPI Integrations</b>               | Aadhaar (e-KYC, biometric auth, e-sign); DigiLocker Pull API (credential pipeline from NSDC Training Partners and NCVT MIS); APAAR (full learning history); eMigrate API (emigration clearance tracking). Status at go-live: production where approvals received; sandbox where pending — disclosed in the Phase 0 Inception Report. |
| <b>Skills Fingerprint (5 Domains)</b> | NSQF-mapped skills assessment, continuously updated.                                                                                                                                                                                                                                                                                 |
| <b>AI Smart Services</b>              | AI-assisted services supporting career decisions and migration planning.                                                                                                                                                                                                                                                             |

#### B.2 Document Locker

| Component                | Description                                                                                                                                                                                                                         |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Document Vault</b>    | Encrypted, categorised digital document vault — accessible via app, web, or voice command in Hindi and regional languages. Supports identity, skill/education, employment, health, financial, insurance, and visa/travel documents. |
| <b>Verification</b>      | Government-issued documents verified at source via Aadhaar, DigiLocker, and NCVT MIS. Third-party documents digitally stamped with cryptographic integrity checks. Verification status displayed per document.                      |
| <b>Smart Alerts</b>      | Automated expiry alerts for passport, visa, work permit, insurance, and PBBY — 30/60/90 days in advance. Proactive compliance reminders aligned to Destination Country regulatory calendars.                                        |
| <b>Selective Sharing</b> | Time-limited, access-logged, revocable sharing with employers, agents, banks, missions, or family, with QR-code verification.                                                                                                       |

#### B.3 Marketplace Layer — Verified Job Discovery

| Component                          | Description                                                                                                                                                                    |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Verified Job Marketplace</b>    | 100% verified job listings — all employers and recruitment agents onboarded through NSDCI's empanelment framework                                                              |
| <b>Skill-Based Matching Engine</b> | AI-powered job matching based on the worker's Skill Passport profile. Standardised Job Cards display role, salary, location, benefits, contract duration, and employer rating. |

| Component                       | Description                                                                                      |
|---------------------------------|--------------------------------------------------------------------------------------------------|
| <b>End-to-End Job Lifecycle</b> | Application tracking, digital contract signing, and post-placement employment status monitoring. |

#### **B.4 Voice-Assisted AI Interface**

| Component                      | Description                                                                                                                                                            |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Conversational AI</b>       | Chat interface with voice input in Hindi and 5+ regional languages, requiring no prior digital training, built on the Platform Partner's conversational AI capability. |
| <b>Core Voice Capabilities</b> | Core migration-lifecycle interactions by voice, including job search, contract explanation, grievance filing, and emergency support.                                   |

### **B.5 Integrated Service Ecosystem (Phase 2)**

Following Platform Go-Live, the Platform Partner shall progressively enable an integrated service ecosystem addressing workers' communication, financial, mobility, and welfare needs across the migration lifecycle. The composition, functional scope, sequencing, and partner arrangements of these services shall be determined by the Platform Partner and set out in a rollout plan shared with NSDCI. Activation of any service shall remain subject to the availability of the required regulatory approvals, statutory licences, ecosystem partnerships, and platform readiness; non-availability of any such approval or partnership shall defer the affected service only, without affecting any other deliverable, the Platform Partner's designation or exclusivity, or its commercial position.

### 5.3 Phase-Wise Deliverables & Acceptance Criteria (Platform Partner)

The Platform Partner is solely responsible for all technology, product, and platform deliverables. The following are binding delivery commitments:

#### Phase 1 — Platform Go-Live (Approx. 6 Months from Phase 0)

| Deliverable                                      | Description                                                                                                                                                                                                                                                                                                                                                                                                                  | Acceptance Criterion                                                   |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <b>Platform Build &amp; Foundational Modules</b> | The foundational modules set out in Section 5.2 operational on the Platform Partner's cloud, security, data, and integration architecture — verified worker identity and portable credential, verified employment access, the voice-assisted AI interface, and grievance support. DPI integrations in production where approvals have been received; in sandbox where pending, as disclosed in the Phase 0 Inception Report. | Independently testable — Milestone 2.                                  |
| <b>User Acceptance Testing</b>                   | Full end-to-end user journey tested with a minimum 200-worker UAT cohort in the Launch Corridor (facilitated by NSDCI).                                                                                                                                                                                                                                                                                                      | UAT complete; all critical issues resolved — Milestone 3.              |
| <b>Platform v1 — Go-Live</b>                     | Platform publicly available on Android and web. NSDCI formal acceptance issued.                                                                                                                                                                                                                                                                                                                                              | Milestone 4.                                                           |
| <b>Platform Uptime</b>                           | Percentage uptime of the production platform, excluding pre-approved scheduled maintenance windows, measured on a monthly basis.                                                                                                                                                                                                                                                                                             | Minimum <b>99.0% monthly uptime</b> .                                  |
| <b>Downtime Resolution</b>                       | Maximum time to restore platform availability following any unplanned service outage (P1 incident).                                                                                                                                                                                                                                                                                                                          | Service restored within <b>24 hours</b> of incident reporting.         |
| <b>Planned Maintenance Notice</b>                | Advance notice to be provided for any scheduled maintenance that may impact platform availability.                                                                                                                                                                                                                                                                                                                           | Minimum <b>24 hours prior written notice</b> for all planned downtime. |
| <b>AI Voice Recognition Accuracy</b>             | Speech-to-text accuracy measured during jointly conducted User Acceptance Testing (UAT) using representative multilingual test datasets approved by the Purchaser.                                                                                                                                                                                                                                                           | Minimum <b>95% transcription accuracy</b> .                            |

#### Phase 2 — Market Operations and Expansion

Following go-live, the Platform Partner shall operate and maintain the Platform to the standards set out above, progressively enable the integrated service ecosystem referred to in Section B.5 in a sequence of its determination, and activate additional Priority Corridors under the mutually agreed trigger-based expansion framework. Service and Corridor activation remain subject to the conditions in Section B.5.

#### 5.4 NSDCI Enablers & Dependencies

The enablers below are non-financial but operationally critical. Any delay or failure in an enabler within NSDCI's scope, control, or facilitation responsibility constitutes an NSDCI delay event: it shall not constitute a delay, default, or performance failure by the Platform Partner, shall not affect the Platform Partner's licence, designation, exclusivity, or commercial position, and affected timelines shall be adjusted proportionately. Where an enabler is a precondition to a particular service, non-delivery defers that service only.

| Enabler                                           | Description                                                                                                                                                                                                                                                                                       | Timeline / Threshold                                                                                                           |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>Designated &amp; Exclusive Platform</b>        | <b>NSDC and NSDCI shall use the Platform as their sole and exclusive platform for all outward migration and overseas skilling activity they facilitate — including worker identity, credentials, employment, welfare, and grievance support — and for all bilateral G2G platform commitments.</b> | <b>From the Effective Date; covering commitments entered into on or after 1 January 2026.</b>                                  |
| <b>Mandated Onboarding &amp; Distribution</b>     | <b>Mandate onboarding onto the Platform within NSDCI's compliance, pre-departure orientation, and worker-registration workflows, and provide institutional distribution channels for worker onboarding.</b>                                                                                       | <b>From Phase 1 go-live.</b>                                                                                                   |
| <b>Regulatory &amp; Government Facilitation</b>   | <b>Facilitate DPI and Government system access through NSDCI's MSDE relationships, eMigrate linkage, MEA and department-to-department engagement, and Destination Country regulatory engagement per Annex A. The Platform Partner files all applications and leads all technical submissions.</b> | <b>From Phase 0, continuing through the Term.</b>                                                                              |
| <b>Credential &amp; Data Rails</b>                | <b>Enable open-data collaboration with the Skill India Digital Hub, integration of NSDC-linked credentials and certifications, and provision of the institutional datasets required for build.</b>                                                                                                | <b>Datasets before Phase 1 build; rails from Phase 1, continuing through the Term.</b>                                         |
| <b>Employer, Agency &amp; Cohort Activation</b>   | Activate NSDCI's verified employer and registered recruitment-agency network for the marketplace, and mobilise the worker cohort required for user acceptance testing.                                                                                                                            | Minimum [100] employers and [10] agencies before marketplace launch; UAT cohort of minimum 200 workers at Phase 1 Milestone 3. |
| <b>Welfare Ecosystem Facilitation</b>             | Facilitate access to Government welfare and insurance rails, including PBBY portal API access via MSDE.                                                                                                                                                                                           | Before launch of the related service.                                                                                          |
| <b>Bilateral Framework for Corridor Expansion</b> | Lead bilateral institutional engagement, and provide treaty frameworks and regulatory contacts, for each Priority Corridor.                                                                                                                                                                       | Before activation of each Priority Corridor.                                                                                   |

## **6. Commercial Framework — Platform Licence & Credential Fee (BOO)**

- 6.1 **Zero Cost to NSDCI.** NSDCI shall make no payment, grant, budgetary allocation, capital contribution or guarantee of any kind at any stage, and no performance security, bank guarantee or deposit of any kind shall be required from the Platform Partner. The Platform Partner shall fund, design, develop, deploy, own, operate and scale the Platform and related ecosystem infrastructure at its own cost and risk throughout the Term — including all technology development, DPI integration, multilingual AI/NLP infrastructure, regulatory implementation, operational launch and market-expansion costs — and shall raise all investment required for the Project on its own. NSDCI may facilitate the Platform Partner’s investment-raising through institutional introductions and letters of comfort, without any financial obligation on NSDCI.
- 6.2 **NSDCI’s Return — Credential Fee.** In consideration of the NSDC/NSDCI credential and marks, the designation and exclusivity set out in this TOR, and NSDCI’s institutional support, the Platform Partner shall pay to NSDCI a one-time Credential Fee for each NSDCI-Channel User onboarded onto the Platform, at the rate discovered through this EOI process, which shall remain fixed for the initial term of five (5) years. Payment shall be made quarterly, computed as the number of NSDCI-Channel Users onboarded during the quarter multiplied by the discovered rate, supported by a quarterly Credential Fee Reconciliation Report submitted to NSDCI. The Credential Fee shall be payable only in respect of NSDCI-Channel Users actually onboarded. Users onboarded organically or through the Platform Partner’s own channels, without NSDC/NSDCI facilitation, shall attract no Credential Fee, and the Platform Partner shall remain free to onboard and serve such users without restriction.
- 6.3 **No Government Funding Dependency.** Implementation, launch, and delivery of the Project shall not be contingent upon receipt of any Government budgetary allocation, grant, subsidy, or scheme funding. The Platform Partner shall bear the commercial and operational risk associated with platform deployment throughout the Term.
- 6.4 **Assurance for NSDCI — Audit and Payment Discipline.** NSDCI shall have the right, upon reasonable prior written notice, to appoint an independent auditor to review and verify the count of NSDCI-Channel Users onboarded onto the Platform and the corresponding Credential Fee computations. Any undisputed amounts remaining unpaid beyond the agreed due date shall accrue interest at the rate mutually agreed between the Parties or, in the absence of such agreement, at the prevailing RBI repo rate plus four percent (4%) per annum, calculated from the due date until actual payment. Such audit rights shall not extend to the Platform Partner’s revenues, financial records or commercial arrangements; no revenue sharing of any kind shall apply between the Parties, and the Platform Partner shall have no obligation to report, disclose or account for platform revenues, financial records or commercial arrangements to NSDCI.
- 6.5 **Free Core Services for Workers.** Worker identity, the Worker Skill Passport and grievance support shall be provided free of charge to NSDCI-Channel Users throughout the Term. The Platform Partner shall retain one hundred percent (100%) of all revenues generated from operation of the Project and shall be free to monetise value-added services, including communications, remittances, migration loans, insurance, travel, housing and local services, premium tiers, subscriptions, marketplace access fees, transaction commissions, financial-services integrations, partner onboarding arrangements, assisted discovery mechanisms, featured listings, ecosystem participation fees, and such other monetisation channels as it may determine.

**6.6 Ownership.** The Platform, the Platform IP and all technology assets shall remain the sole and exclusive property of the Platform Partner. In addition to its direct investment, the Platform Partner may contribute its existing proprietary technology infrastructure, AI systems, multilingual processing capabilities, software frameworks, operational know-how and related technology assets as non-cash in-kind contributions toward implementation and operation of the Project, and all such assets shall likewise remain its sole property. The programme designation and the NSDC/NSDCI name and marks shall remain the sole property of NSDCI; upon expiry or termination the licence to use them shall stand terminated and NSDCI shall be free to re-designate or re-tender the programme.

**6.7 Commercial Sustainability.** In the event of any material increase in the cost of third-party infrastructure, cloud, AI/LLM, payment-system or regulated ecosystem services that materially impacts Project viability, the Parties shall undertake good-faith commercial discussions to review operational sustainability, cost allocation, payment structures or implementation arrangements.

## 7. Roles & Responsibilities

The following table delineates the distinct, non-overlapping roles of the Parties. Any change in scope shall be effected only through a written Specific Term Addendum (STA) executed by the Parties.

| NSDCI (Strategic Enabler & Programme Owner)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Platform Partner (PP)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Designated &amp; exclusive platform commitment; mandated compliance onboarding; institutional facilitation, regulatory liaison, and governmental &amp; diplomatic coordination (India and Destination Countries), incl. eMigrate/MEA facilitation and SIDH open-data collaboration</li> <li>• DPI access facilitation via MSDE relationships</li> <li>• Employer/agency network activation; worker-cohort &amp; UAT mobilisation</li> <li>• Institutional distribution and outreach for worker onboarding</li> <li>• Insurance/welfare ecosystem (incl. PBBY) facilitation</li> <li>• Day-1 institutional datasets and support materials</li> <li>• Audit rights over NSDCI-Channel User counts and Credential Fee computations</li> <li>• Responsibility for approvals, consents, and compliance with Applicable Laws, including data-protection consents as Data Fiduciary</li> <li>• Regulatory &amp; legal compliance of the Platform (India and Destination Countries)</li> </ul> | <ul style="list-style-type: none"> <li>• Investment, design, development, deployment, and ownership of the platform</li> <li>• Operation, maintenance, uptime, security, and user support throughout the term</li> <li>• Filing and managing all DPI/API integrations and technical implementation</li> <li>• Credential Fee reconciliation, reporting, and quarterly payment to NSDCI</li> <li>• Lead engagement with financial, service, and ecosystem partners</li> <li>• Orderly exit support prior to expiry/termination (platform and Platform IP remain with the Platform Partner)</li> </ul> |

## 8. Reporting Requirements

The Platform Partner shall maintain a structured reporting discipline throughout the engagement, submitting reports in the prescribed format by email to the designated NSDCI Programme Manager.

| Report Type                                 | Frequency                     | Content                                                                                                                                                                  |
|---------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Credential Fee Reconciliation Report</b> | Quarterly                     | Number of NSDCI-Channel Users onboarded onto the platform during the quarter; computation of Credential Fee due (user count × discovered rate); payment reconciliation.  |
| <b>Data-Breach / Incident Report</b>        | Within 48 hours of occurrence | Nature of incident (operational, compliance, security, data, asset); immediate actions; root-cause analysis; corrective measures, including DPDP-mandated notifications. |

## 9. Governance & Audit Provisions

- 9.1 Programme Governance: NSDCI shall provide strategic and operational oversight through its programme governance structures, including periodic performance reviews and improvement directives.
- 9.2 Audit Rights: NSDCI's audit rights, and their limits, are as set out in Clause 6.4. NSDCI may in addition conduct operational reviews of services delivered to NSDCI-Channel Users, and the Platform Partner shall make available the records reasonably required for such verification within a reasonable period.
- 9.3 Data & Records: The Platform Partner shall maintain Project records in an accessible format for audit during the engagement and for a reasonable period thereafter, subject to Applicable Law and the Platform Partner's retention obligations.

## 10. Performance Standards & Non-Performance Consequences

- 10.1 The Platform Partner shall achieve and maintain the performance targets specified in the Agreement (covering onboarding, verified placement, service throughput, grievance resolution, and platform availability).
- 10.2 Failure to meet Agreement-specified performance outcomes for two (2) consecutive review periods shall trigger a mandatory Performance Improvement Plan (PIP), to be submitted within thirty (30) days.
- 10.3 Any delay or failure attributable to an NSDCI delay event (as described in Section 5.4) shall not constitute a performance failure on the part of the Platform Partner, and timelines shall be adjusted proportionately through mutual consultation.

## 11. Duration of Assignment

- 11.1 The engagement shall be for an initial term of five (5) years from the Effective Date, operating under the Platform Licence & Credential Fee Framework. The Credential Fee rate discovered through this EOI shall remain fixed for the initial term. Upon expiry of the initial term, the engagement may be extended in successive periods of one (1) year each by mutual written agreement, on terms (including the Credential Fee rate) renegotiated between the Parties. Performance shall be reviewed periodically against agreed key performance indicators.

## 12. Termination

- 12.1 Termination for Cause: Either Party may terminate upon written notice if the other commits a material breach uncured within ninety (90) days of notice; becomes insolvent or enters liquidation, administration, bankruptcy, or analogous proceedings; engages in fraudulent, unlawful, or wilful

misconduct materially affecting the Project or the terminating Party's reputation; or where performance becomes unlawful under Applicable Law or governmental order.

12.2 Termination for Convenience: Neither Party shall have any right to terminate the engagement for convenience. The engagement may be terminated by mutual written consent of the Parties.

12.3 Force Majeure: Either Party may terminate upon a Force Majeure event continuing beyond thirty (30) consecutive days, subject to the Force Majeure provisions of the Agreement.

### 13. Transition & Exit

13.1 Upon expiry or termination, the Parties shall cooperate in good faith to ensure an orderly transition and continuity of critical operations for a reasonable period.

13.2 The Platform Partner shall return or delete NSDC/NSDCI programme data in accordance with the Data Protection provisions and Applicable Law. The Platform Partner shall have no obligation to transfer platform data, technology, or operations to any successor platform or vendor.

13.3 Ownership of the Platform and the Platform IP on expiry or termination, and reversion of the programme designation and the NSDC/NSDCI marks to NSDCI, are as set out in Clause 6.6. No transfer of ownership or operational control of the Platform to NSDCI or any Government entity shall apply.

### Annex A — Corridor Regulatory Schedule

For each Corridor, the Parties shall identify the corresponding Destination Country authorities in the schedule below during Phase 0 scoping. References in this TOR to a Destination Country regulator shall be read as references to the authority so identified. Identification under this Annex is for coordination purposes and does not of itself create any additional deliverable or condition precedent.

| Regulatory Domain                                | Destination Country Authority (to be identified per Corridor) |
|--------------------------------------------------|---------------------------------------------------------------|
| Telecommunications / VoIP licensing              | [ ____ ]                                                      |
| Payments, remittance and foreign exchange        | [ ____ ]                                                      |
| Labour, employment and wage-payment verification | [ ____ ]                                                      |

